



City of Glenn Heights

City Council Meeting

Agenda Packet

August 4, 2020

Meeting starts at 7:00 p.m.



**NOTICE AND AGENDA
CITY COUNCIL
TUESDAY, AUGUST 4, 2020 7:00 P.M.
REGULAR CITY COUNCIL MEETING**

Notice is hereby given in accordance with the Order of the Office of the Governor issued March 16, 2020, that the City of Glenn Heights will conduct a Regular Meeting by telephone and video conference in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Novel Coronavirus (COVID-19).

This Notice and Meeting Agenda, and the Agenda Packet, are posted online at <https://www.glennheightstx.gov/AgendaCenter>.

To view this Council Meeting live, please use the following link (you are not required to have a Facebook account to access this meeting):
<https://www.facebook.com/CityofGlennHeights>.

Notice is hereby given that the City of Glenn Heights City Council will hold a Regular City Council Meeting on Tuesday, August 4, 2020, beginning at 7:00 P.M. via telephone and video conference as prescribed by Vernon’s Texas Civil Statutes, Government Code Section §551.041, to consider and possibly take action on the following agenda items. Items do not have to be taken in the same order as shown in this meeting Notice and Agenda.

CALL TO ORDER

INVOCATION – Council Member Jeremy Woods, Sr.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

If you would like to make a Public Comment during the “Public Comment” portion of the meeting, please email Brandi Brown, City Secretary, at brandi.brown@glennheightstx.gov no later than **6:00 P.M. on August 4, 2020**. Please include the following information in your email:

- Name
- Address
- Email Address and Phone Number
- Agenda Item or General Subject of Your Comment

Once your request is received, you will be given information to access the meeting via telephone or video conference (which provides two-way communication during the Public Comment portion of the meeting).

EVENT

- Back to School Contactless School Supply Drive-Thru, Heritage Park, 400 E Bear Creek, Glenn Heights, August 8, 2020, 10:00 A.M. – Noon

INTRODUCTIONS

Jaynice Porter-Brathwaite, Human Resources Director, will make staff introductions.

CONSENT AGENDA

1. Discuss and take action to approve City Council Meeting Minutes of the July 21, 2020, Regular Called City Council Meeting. (Brandi Brown, City Secretary)
2. Discuss and take action authorizing the City Manager to expend an amount not to exceed ONE HUNDRED SIXTY-FOUR THOUSAND DOLLARS (\$164,000) from the Telecommunications Fund for the City's High-Speed Internet and Voice Over Internet Protocol (VOIP) service through AireSpring for a three (3) year term. (Byron Hardy, IT Administrator)
3. Discuss and take action to approve a Final Plat request by Macatee Engineering on behalf of First Texas Homes for Villages at Charleston Phase III. The 19.696-acre property is zoned PD-18C and is situated in the Michael McDermott Survey, Abstract No. 743, Glenn Heights, Ellis County, Texas. The property is currently undeveloped but proposed for 75 single-family residential lots and 1 HOA owned and maintained common area lot. (Marlon Goff, Interim Planning and Development Director)
4. Discuss and take action on Resolution R-23-20, a Resolution of the City Council of the City of Glenn Heights, Texas, renumbering, readopting, and ratifying a Resolution previously adopted as Resolution No. R-15-20 on July 7, 2020, affirming the appointment of a shared Board Member with the cities of Garland and Rowlett to serve on the Dallas Area Rapid Transit (DART) Board as provided in Section 452 of the Texas Transportation Code; and providing for an effective date. (Brandi Brown, City Secretary)

AGENDA

If you would like to make a comment during the “**Public Hearing**” portion of the meeting, please email Brandi Brown, City Secretary, at brandi.brown@glennheightstx.gov no later than **6:00 P.M. on August 4, 2020**. Please include the following information in your email:

- Name
- Address
- Email Address and Phone Number
- Agenda Item (Item 1 or Item 3)

Once your request is received, you will be given information to access the meeting via telephone or video conference (which provides two-way communication during the Public Hearing portion of the meeting).

1. Public hearing to receive testimony concerning Ordinance O-10-20, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending Chapter 14 “Zoning”, Exhibit A “Zoning Ordinance”, Article IX “Zoning Districts”, at Section 3 “Provisional Districts” and at Subsection IX.3.3 “MF – Multifamily Residential District” by amending Subpart A thereof; providing a repealing

clause, providing a severability clause, and providing an effective date. (Marlon Goff, Interim Planning and Development Director)

2. Discuss and take action on Ordinance O-10-20, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending Chapter 14 “Zoning”, Exhibit A “Zoning Ordinance”, Article IX “Zoning Districts”, at Section 3 “Provisional districts” and at Subsection IX.3.3 “MF – Multifamily Residential District” by amending Subpart A thereof; providing a repealing clause, providing a severability clause, and providing an effective date. (First Reading) (Marlon Goff, Interim Planning and Development Director)
3. Public hearing to receive testimony concerning Ordinance O-11-20, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Zoning Ordinance and Map of the City of Glenn Heights, as heretofore amended by granting a change in zoning for a 39.820-acre property designated as a 38.820-acre parcel situated in the Elias R Parks Survey, Abstract No. 1131, Located as 1198 West Bear Creek Road, Glenn Heights, Dallas County, Texas, and a 1.000-acre parcel situated in the Elias R Parks Survey, Abstract No. 1131, located at 1182 West Bear Creek Road, Glenn Heights, Dallas County, Texas (the “Property”), from Single Family-1 (SF-1) to Planned Development-25, Single Family-3 (“PD-25/SF-3”), more particularly described and depicted in Exhibit “A” hereto, to allow for the development of not more than 70 residential lots thereon; providing for the approval of and required development in accordance with the Development Regulations attached hereto as Exhibit “B”, providing for approval of the Concept Plan and Park Plan attached hereto as Exhibit “C”; providing a repealing clause; providing a severability clause; providing a savings clause; providing for a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing for an effective date. (Marlon Goff, Interim Planning and Development Director)
4. Discuss and take action on Ordinance O-11-20, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Zoning Ordinance and Map of the City of Glenn Heights, as heretofore amended by granting a change in zoning for a 39.820-acre property designated as a 38.820-acre parcel situated in the Elias R Parks Survey, Abstract No. 1131, Located as 1198 West Bear Creek Road, Glenn Heights, Dallas County, Texas, and a 1.000-acre parcel situated in the Elias R Parks Survey, Abstract No. 1131, located at 1182 West Bear Creek Road, Glenn Heights, Dallas County, Texas (the “Property”), from Single Family-1 (SF-1) to Planned Development-25, Single Family-3 (“PD-25/SF-3”), more particularly described and depicted in Exhibit “A” hereto, to allow for the development of not more than 70 residential lots thereon; providing for the approval of and required development in accordance with the Development Regulations attached hereto as Exhibit “B”, providing for approval of the Concept Plan and Park Plan attached hereto as Exhibit “C”; providing a repealing clause; providing a severability clause; providing a savings clause; providing for a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing for an effective date. (First Reading) (Marlon Goff, Interim Planning and Development Director)

5. Discuss and take action to approve Resolution R-17-20, a Resolution of the City Council of the City of Glenn Heights, Texas, approving the terms and conditions of an Interlocal Agreement with Dallas County, Texas, relating to the CARES Act funding; authorizing its execution by the City Manager; and providing for an effective date. (Marlon Goff, Interim Planning and Development Director)
6. Discuss and take action to approve Resolution R-18-20, a Resolution of the City Council of the City of Glenn Heights, Texas, approving the terms and conditions, and authorizations of a Grant Agreement with the Texas Division of Emergency Management relating to the CARES Act Coronavirus Relief Funding; authorizing application for and of the grant agreement, including all terms, conditions, authorizations, and other necessary documents by the City Manager; and providing for an effective date. (Marlon Goff, Interim Planning and Development Director)
7. Discuss and take action to approve Resolution R-19-20, a Resolution of the City Council of the City of Glenn Heights, Texas, authorizing application for and acceptance from Dallas County of funding applied for the 2020-2021 Fiscal Year Dallas County Community Development Block Grant (CDBG)-Related Cares Act Project - Mesa Area Water and Road Improvements; and providing for an effective date. (Marlon Goff, Interim Planning and Development Director)
8. Update and overview of Glenn Heights Police Department operations. (Mayor Harry A. Garrett and V.E. Dooley, Chief of Police)
9. Update on the Novel Coronavirus (COVID-19) for the City of Glenn Heights. (Keith Moore, Fire Chief/Emergency Management Coordinator)
10. June 2020 Financial Report. (Phillip Conner, Finance Director)

ADJOURNMENT

In accordance with the Americans with Disabilities Act, If you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodations, please contact the City Secretary at least 48 hours in advance of the event at 972-223-1690 ext. 125 or email brandi.brown@glennheightstx.gov. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility.

I, Brandi Brown, City Secretary, do hereby certify that the above Meeting Notice and Agenda were posted in a place convenient to the Public at Glenn Heights City Hall, 1938 South Hampton Road, Glenn Heights, Texas by 5:00 P.M. on Friday, July 31, 2020, Pursuant to Section 551.071 of the Texas Government Code, the City Council reserves the right to consult in closed session with its attorney at any time during the course of this meeting and to receive legal advice regarding any item listed on this agenda.

Brandi Brown, City Secretary

Invocation



Council Member Jeremy Woods, Sr.



EVENT SUMMARY SHEET
AUGUST 4, 2020

- Back to School Contactless School Supply Drive-Thru, Heritage Community Park, 400 E Bear Creek Rd., Glenn Heights, August 8, 2020, 10:00 A.M. – Noon

**MINUTES OF THE CITY COUNCIL MEETING
OF THE CITY OF GLENN HEIGHTS, TEXAS**

JULY 21, 2020

STATE OF TEXAS *

COUNTIES OF DALLAS AND ELLIS *

CITY OF GLENN HEIGHTS *

On the 21st day of July 2020, the City Council of the City of Glenn Heights met in a Regular Called City Council Meeting via video conference with the following members present:

CITY COUNCIL:

Harry A. Garrett	*	Mayor
Sonja A. Brown	*	Mayor Pro Tem
Emma Ipaye	*	Council Member
Jeremy Woods, Sr.	*	Council Member
Ron Adams	*	Council Member
Shaunte L. Allen	*	Council Member
Machanta Newson	*	Council Member

STAFF:

David Hall	*	City Manager
Brandi Brown	*	City Secretary
Phillip Conner	*	Finance Director
V.E. Dooley	*	Chief of Police
Marlon Goff	*	Economic Development Administrator
Byron Hardy	*	IT Administrator
Lauren Lewis	*	Community Engagement Administrator
Keith Moore	*	Fire Chief
Jaynice Porter-Brathwaite	*	Human Resources Director

CALL TO ORDER

Mayor Harry A. Garrett called the City Council Meeting to order at 7:02 P.M. with a quorum of the City Council present.

INVOCATION

Mayor Pro Tem Sonja A. Brown delivered the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Harry A. Garrett led the assembly in the Pledge of Allegiance.

PUBLIC COMMENT

Tony Bradley, 1901 High Meadow St, Glenn Heights, TX – voiced concerns

related to a current Council Member's eligibility to continue to serve on City Council and he requested an update on City projects.

EVENT

Mayor Harry A. Garrett announced the following event:

- Back to School Contactless School Supply Drive-Thru, Heritage Community Park, 400 E Bear Creek Rd., Glenn Heights, August 8, 2020, 10:00 A.M. – Noon

PROCLAMATION

Mayor Harry A. Garrett read the following Proclamation:

- In Memory of City of Glenn Heights Deputy City Manager, Brian Lockley, November 12, 1967 – July 11, 2020

Mayor, City Council, and City Staff expressed their condolences regarding the passing of Mr. Lockley and shared their personal memories of him.

CONSENT AGENDA

1. Discuss and take action to approve City Council Meeting Minutes of the July 7, 2020, Regular Called City Council Meeting. (Brandi Brown, City Secretary)
2. Discuss and take action to approve Resolution R-20-20, a Resolution of the City Council of the City of Glenn Heights, Texas, extending bank depository services with Prosperity Bank; and providing an effective date. (Phillip Conner, Finance Director)
3. Discuss and take action to approve Resolution R-21-20, a Resolution of the City Council of the City of Glenn Heights, Texas, authorizing the designation of personnel as signatories for financial transactions for Prosperity Bank, and providing for an effective date. (Phillip Conner, Finance Director)
4. Discuss and take action to approve Resolution R-22-20, a Resolution of the City Council of the City of Glenn Heights, Texas, designating signatories for financial transactions for the City's Investment Accounts at TexStar; and providing for an effective date. (Phillip Conner, Finance Director)

Council Member Ron Adams made a motion to approve Consent Agenda items 1-4. Council Member Jeremy Woods, Sr. made the second. The motion carried with the following vote:

VOTE 7 Ayes – Garrett, Brown, Ipaye, Woods, Adams, Allen, and Newson

ADJOURNMENT

Mayor Pro Tem Sonja A. Brown made a motion to adjourn. Council Member Ron

Adams made the second. The motion carried with the following vote:

VOTE 7 Ayes – Garrett, Brown, Ipaye, Woods, Adams, Allen, and Newson

Mayor Harry A. Garrett adjourned the meeting at 7:27 P.M.

Harry A. Garrett, Mayor

Attest:

Brandi Brown, City Secretary
Passed and approved on the 4th day of August 2020



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: August 4, 2020

SUBJECT

Discuss and take action authorizing the City Manager to expend an amount not to exceed ONE HUNDRED SIXTY-FOUR THOUSAND DOLLARS (\$164,000) from the Telecommunications Fund for the City's High-Speed Internet and Voice Over Internet Protocol (VOIP) service through AireSpring for a three (3) year term.

REPORT IN BRIEF

This agenda item will allow the City Council to authorize the signing of a 3-year contract with AireSpring to provide high-speed internet and VOIP telephone service, replacing the current provider, Telepacific Communications (TPX). This new contract will reduce City telecommunications costs while improving the quality of phone and internet service.

BACKGROUND / DISCUSSION

The City's current contract with TPX expired on July 17, 2020. Given this deadline, staff made the decision to explore the market to determine if other options were available. Staff provided written notice to TPX to prevent automatic renewal of the current contract, allowing the City to continue service at current cost on a month-to-month basis, while exploring other options. After comparing quotes from TPX (renewal), AT&T, Spectrum, Nextiva (VOIP Only), and AireSpring, it was determined that AireSpring provided the best and most cost-effective solution.

CURRENT SERVICE

The City's current TPX phone solution consists of 48 VOIP users and 22 Voicemail Only users. The Internet service consists of separate circuits and connections at City Hall, the Police Department, and Public Works, providing connection speeds of 50 Mbps, 50 Mbps, and 20 Mbps, respectively. These independent connections have caused limitations with regards to site-to-site connectivity.

PROPOSED SERVICE

The proposed AireSpring VOIP solution would provide the same user total and functionality as the current solution, along with additional features such as cloud connectivity, an online user portal, and “softphone” applications for user PC’s and/or smartphones. New desk phones, and their installation, will be provided at no additional charge. The Internet solution would increase dedicated connection speeds to 150 Mbps at City Hall, 100 Mbps at the Police Department, and 50 Mbps at Public Works. The proposed solution also includes SD-WAN functionality that allows the three disparate sites to appropriately function as a single network and share the aggregate 300 Mbps, as necessary, simplifying network infrastructure and improving network efficiency. Although the current vendor, TPX, provided a quote for the same product specifications, it did not substantially reduce monthly costs.

FISCAL IMPACT

Aside from improving the quality of service, the proposed service agreement would reduce City telecommunications costs by over 22%, as detailed in the table below:

	Provider	Monthly Recurring Cost	Yearly Total
Current	TPX	\$5,244.85	\$62,938.20
Proposed	AireSpring	\$4,067.05	\$48,804.60
Difference		(\$1,177.80)	(\$14,133.60)

The amounts above reflect the carrier charges, excluding taxes and fees. The requested not-to-exceed amount for the three-year term accounts for an estimated 12% in applicable monthly taxes and fees charged by the Federal Communications Commission (FCC) and Public Utilities Commission (PUC).

PUBLIC CONTACT

Not applicable.

ALTERNATIVES / RECOMMENDATION

Staff recommends approval of the selection of AireSpring as the City’s High-Speed

Internet and Voice Over Internet Protocol (VOIP) service provider on a three-year service agreement, effective on the date of the start of service.

PREPARED BY

Byron Hardy, IT Administrator

ATTACHMENTS

- a. AireSpring Proposal - Glenn Heights TX
- b. AireSpring 3-Year 1938 S Hampton
- c. AireSpring 3-Year 550 E Bear Creek
- d. AireSpring 3-Year 2118 Uhl Rd
- e. Master Service Agreement
- f. Master Amendment No. 1 to Service Agreement

Company: City of Glenn Heights

Agent: Brent Vaut

Date: 06/25/2020



Quote ID: 1122710135

Proposal: 207212

Expires: 07/15/2020

SD-WAN (with Voice) - Cloud Business Phone System

BEAR CREEK RD - 550 E BEAR CREEK RD GLENN HEIGHTS, TX 75154-8300 972-483 (001)

Qty	Description	Unit MRC	Unit NRC	Total MRC	Total NRC
1	VeloCloud SD-WAN - Up to 100 Mb/s of In-Tunnel Bandwidth (Up and Down Combined) - 3-Year "Up and Down Combined" is the sum of the upload and download speeds of all In-Tunnel Traffic.	\$135.00	\$0.00	\$135.00	\$0.00
1	AireSpring Gateway Access - 100 Mb/s - Maximum Licensed In-Tunnel Bandwidth (Up and Down Combined) - 3-Year Promotional Offer. Required for Access to AireSpring Gateways	FREE	\$0.00	FREE	\$0.00
1	DDoS Mitigation for Airespring Gateway Access DDoS Mitigation only provided on in-tunnel internet traffic traversing Airespring Gateway Access.	FREE	\$0.00	FREE	\$0.00
1	VeloCloud Edge 610 - 3-Year Supports up to [250 Mb/s] of Maximum Throughput (defined as the aggregate of all traffic flows to and from a device – Up and Down Combined)	FREE	\$0.00	FREE	\$0.00
16	AirePBX Business Seat - 3-Year Award winning, full featured, cloud phone system featuring Voicemail, Find Me / Follow Me, Online Portal, and more.	\$15.00	\$0.00	\$240.00	\$0.00
1	Usage Bundle - Unlimited Outbound & 8,000 Toll Free Minutes	\$32.00	\$0.00	\$32.00	\$0.00
1	24-Port 10/100 Managed Switch (PoE) - Rental	\$31.00	\$0.00	\$31.00	\$0.00
16	IP Phone - Polycom VVX 350 - Purchase with 3-Year Contract 6-Line Gigabit Phone with HD Voice	FREE	\$0.00	FREE	\$0.00
1	AireCare Customer Portal AireSpring's 24/7 online billing, reporting, and service admin portal.	FREE	\$0.00	FREE	\$0.00
1	Professional On-Site Installation	FREE	\$0.00	FREE	\$0.00
1	Orchestrator Access	FREE	\$0.00	FREE	\$0.00
Subtotal				\$438.00	\$0.00

Qty	Circuit 3-Year Term	Total MRC	Total NRC
1	Gig Ethernet - 100 Mb/s - Loop	\$250.63	\$0.00
1	Gig Ethernet - 100 Mb/s - Port	\$540.00	\$0.00
Location Total		\$1,228.63	\$0.00

Usage Rates

Domestic Rates: 2.500¢ (usage bundles will be applied first)
 Free local calling and interoffice on-net calling.
 Offshore rates: [Click Here](#)
 AireSpring International rates: [Click Here](#)

1938 S Hampton Rd - 1938 S HAMPTON RD GLENN HEIGHTS, TX 75154-8534 972-483 (002)

Qty	Description	Unit MRC	Unit NRC	Total MRC	Total NRC
1	VeloCloud SD-WAN - Up to 200 Mb/s of In-Tunnel Bandwidth (Up and Down Combined) - 3-Year "Up and Down Combined" is the sum of the upload and download speeds of all In-Tunnel Traffic.	\$210.00	\$0.00	\$210.00	\$0.00
1	AireSpring Gateway Access - 200 Mb/s - Maximum Licensed In-Tunnel Bandwidth (Up and Down Combined) - 3-Year Promotional Offer. Required for Access to AireSpring Gateways	FREE	\$0.00	FREE	\$0.00
1	DDoS Mitigation for Airespring Gateway Access DDoS Mitigation only provided on in-tunnel internet traffic traversing Airespring Gateway Access.	FREE	\$0.00	FREE	\$0.00
1	VeloCloud Edge 610 - 3-Year Supports up to [250 Mb/s] of Maximum Throughput (defined as the aggregate of all traffic flows to and from a device – Up and Down Combined)	FREE	\$0.00	FREE	\$0.00
20	AirePBX Business Seat - 3-Year Award winning, full featured, cloud phone system featuring Voicemail, Find Me / Follow Me, Online Portal, and more.	\$15.00	\$0.00	\$300.00	\$0.00
22	AirePBX Voice Mail Seats (No phone equipment)	\$10.00	\$0.00	\$220.00	\$0.00
10	Automatic Call Recording - 3-Year Enables a PBX seat to record inbound and outbound calls for review.	\$6.00	\$0.00	\$60.00	\$0.00
1	Toll Free Numbers	\$1.00	\$5.00	\$1.00	\$5.00
1	Usage Bundle - Unlimited Outbound & 10,000 Toll Free Minutes	\$40.00	\$0.00	\$40.00	\$0.00
1	24-Port 10/100 Managed Switch (PoE) - Rental	\$31.00	\$0.00	\$31.00	\$0.00
20	IP Phone - Polycom VVX 350 - Purchase with 3-Year Contract 6-Line Gigabit Phone with HD Voice	FREE	\$0.00	FREE	\$0.00
1	AireCare Customer Portal AireSpring's 24/7 online billing, reporting, and service admin portal.	FREE	\$0.00	FREE	\$0.00
1	Professional On-Site Installation	FREE	\$0.00	FREE	\$0.00
1	Orchestrator Access	FREE	\$0.00	FREE	\$0.00
Subtotal				\$862.00	\$5.00

Qty	Circuit 3-Year Term	Total MRC	Total NRC
1	Gig Ethernet - 150 Mb/s - Loop	\$553.24	\$0.00
1	Gig Ethernet - 150 Mb/s - Port	\$555.00	\$0.00
Location Total		\$1,970.24	\$5.00

Usage Rates

Domestic Rates: 2.500¢ (usage bundles will be applied first)
 Free local calling and interoffice on-net calling.
 Offshore rates: [Click Here](#)
 AireSpring International rates: [Click Here](#)

2118 S UHL Rd - 2118 S UHL RD GLENN HEIGHTS, TX 75154-8628 972-483 (003)

Qty	Description	Unit MRC	Unit NRC	Total MRC	Total NRC
1	VeloCloud SD-WAN - Up to 50 Mb/s of In-Tunnel Bandwidth (Up and Down Combined) - 3-Year "Up and Down Combined" is the sum of the upload and download speeds of all In-Tunnel Traffic.	\$110.00	\$0.00	\$110.00	\$0.00
1	AireSpring Gateway Access - 50 Mb/s - Maximum Licensed In-Tunnel Bandwidth (Up and Down Combined) - 3-Year Promotional Offer. Required for Access to AireSpring Gateways	FREE	\$0.00	FREE	\$0.00
1	DDoS Mitigation for Airespring Gateway Access DDoS Mitigation only provided on in-tunnel internet traffic traversing Airespring Gateway Access.	FREE	\$0.00	FREE	\$0.00

1	VeloCloud Edge 610 - 3-Year Supports up to [250 Mb/s] of Maximum Throughput (defined as the aggregate of all traffic flows to and from a device – Up and Down Combined)	FREE	\$0.00	FREE	\$0.00
12	AirePBX Business Seat - 3-Year Award winning, full featured, cloud phone system featuring Voicemail, Find Me / Follow Me, Online Portal, and more.	\$15.00	\$0.00	\$180.00	\$0.00
1	Usage Bundle - Unlimited Outbound & 6,000 Toll Free Minutes	\$24.00	\$0.00	\$24.00	\$0.00
1	10-Port Gigabit Managed Switch (PoE) - Rental	\$26.00	\$0.00	\$26.00	\$0.00
12	IP Phone - Polycom VVX 350 - Purchase with 3-Year Contract 6-Line Gigabit Phone with HD Voice	FREE	\$0.00	FREE	\$0.00
1	AireCare Customer Portal AireSpring's 24/7 online billing, reporting, and service admin portal.	FREE	\$0.00	FREE	\$0.00
1	Professional On-Site Installation	FREE	\$0.00	FREE	\$0.00
1	Orchestrator Access	FREE	\$0.00	FREE	\$0.00
Subtotal				\$340.00	\$0.00

Qty	Circuit 3-Year Term	Total MRC	Total NRC
1	Fast Ethernet - 50 Mb/s - Loop	\$108.18	\$0.00
1	Fast Ethernet - 50 Mb/s - Port	\$420.00	\$0.00
Location Total		\$868.18	\$0.00

Usage Rates	
Domestic Rates: 2.500¢ (usage bundles will be applied first)	
Free local calling and interoffice on-net calling.	
Offshore rates: Click Here	
AireSpring International rates: Click Here	

Total For All Locations	
Monthly Fee: \$4,067.05	One-Time Fee: \$5.00

All orders are subject to engineering, pricing and facilities verification.

Notes: 3-year discounted phones may not exceed the number of 3-year seats selected. Customer may only order phones of the same brand. Unless indicated, phones do not include a power supply.

The Contract Term for Trunks, Lines, Routers and Switches ordered for a specific location is coterminous with the circuit/connectivity term listed for that location.

		ORDER FORM AND TERM PLAN SD-WAN (with Voice) Cloud Business Phone System			*Carrier:	
*Quote ID#: 1122710135		Sales Support: 844-832-8514 Email to orders@airespring.com or Fax to 888-899-2928			*IP Provider:	
*Quote Expiration: 07/15/2020					Channel Mgr: Charlie Lomond	
*Proposal ID#: 207212					*Agent: Brent Vaut	
*OMR#:					*Agent ID: CNG0001	
*NPANXX: 972-483					*Solutions Engineer:	
				*Submitted By: Gabriel Valderrama		
IMPORTANT -- ALL BOLDED FIELDS WITH AN ASTERISK (*) MUST BE COMPLETED						
PHYSICAL LOCATION						
*Order Type: New: <input type="checkbox"/> Move: <input type="checkbox"/> Upgrade: <input type="checkbox"/>						
*Company Name: City of Glenn Heights			*Location Name: 1938 S Hampton Rd		Existing Customer Number: <input type="checkbox"/> Separate bill for this location?	
*Physical Address: 1938 S HAMPTON RD			*Suite:	*Bldg./Fl./Rm:	*Billing Address: (if different)	
*City: GLENN HEIGHTS			*State: TX	*Zip: 75154-8534	*City:	
MPOE: (Location in building where telephone company installs circuit. Eg. basement, telco closet)				*State:		Zip:
CONTACT INFORMATION						
	*Name		Title		*Phone	Mobile Phone
*Customer Contact:						E-mail
*Technical/Vendor Contact:						
*On-Site Contact:						
THE FOLLOWING INITIALS & SIGNATURES ARE REQUIRED						
1.) Initials on all Pages at the Bottom Left.				2.) Signature on the bottom of "Term and Usage Agreement."		
3.) If Porting Numbers, signature required on "Letter of Agency," and current phone bill copies are strongly recommended.				4.) New Customers – Complete and Sign "Credit Application."		
SD-WAN INFORMATION AND PRICING						
Description		Term		Quantity		MRC
VeloCloud SD-WAN - Up to 200 Mb/s of In-Tunnel Bandwidth (Up and Down Combined) "Up and Down Combined" is the sum of the upload and download speeds of all In-Tunnel Traffic.		3-Year		1		\$210.00
AireSpring Gateway Access - 200 Mb/s - Maximum Licensed In-Tunnel Bandwidth (Up and Down Combined) Promotional Offer. Required for Access to AireSpring Gateways		3-Year		1		\$0.00
VeloCloud Edge 610 Supports up to [250 Mb/s] of Maximum Throughput (defined as the aggregate of all traffic flows to and from a device – Up and Down Combined)		3-Year		1		\$0.00
High Availability Edge devices include both the primary edge and a hot stand-by edge (2 devices).						
SD-WAN service reconfiguration and/or upgrade fee: \$400. Applies if firewall added to SD-WAN service after the initial start of service.						
For Cisco Meraki, at the end of the initial or any renewal term if Customer does not renew the service prior to the end of the term, the service will cease to operate.						
If Licensed bandwidth is exceeded, AireSpring may upgrade the License to match actual usage.						
*Ground Shipping & Handling: ICB - (Expedited Shipping Additional)						

CIRCUIT INFORMATION AND PRICING

*Site NPA/NXX: 972-483			*Term: 3-Year		
*Capacity	IP Provider	*Loop MRC	*Loop NRC	*Port MRC	*Port NRC
G-E 150	AT&T / AireSpring IP	\$553.24	\$0.00	\$555.00	\$0.00
*Managed Router MRC:				*Managed Router NRC:	
Broadband connectivity speeds are listed as BB in the Capacity Field.				Satellite connectivity speeds are listed as SAT in the Capacity Field	

EXISTING CONNECTIONS

Carrier (e.g. ACME Telecom)	Circuit Type (e.g Fast-E, Broadband, etc.)	Download Speed (Mbps)	Upload Speed (Mbps)

OPTIONAL ROUTER UPGRADES

Device	WAN/LAN Ports	AC Power	1 Year MRC	2 Year MRC	3 Year MRC
(Default)* Router: ADTRAN 908e	1 RJ45 Gig-E, 2 RJ45 Fast-E	110 VAC	\$0.00	\$0.00	\$0.00
Upgrade to: NetVanta 6250	1 Combo** SFP/RJ45 Gig-E, 3 RJ45 Fast-E	110 VAC	\$120.00	\$65.00	\$45.00
Upgrade to: NetVanta 6360	1 SFP Gig-E, 1 Combo** SFP/RJ45 Gig-E, 3 RJ45 Gig-E	110-240 VAC	\$180.00	\$95.00	\$65.00

*Default router model may change at Airespring's discretion

**Use of the SFP port disables the corresponding RJ45 port

ADDITIONAL OPTIONAL ROUTERS

Device	WAN/LAN Ports	AC Power	1 Year MRC		2 Year MRC		3 Year MRC	
			MRC	NRC	MRC	NRC	MRC	NRC
ADTRAN 908e	1 RJ45 Gig-E, 2 RJ45 Fast-E	110 VAC	\$100.00	\$50.00	\$50.00	\$50.00	\$35.00	\$0.00
NetVanta 6250	1 Combo* SFP/RJ45 Gig-E, 3 RJ45 Fast-E	110 VAC	\$210.00	\$100.00	\$105.00	\$100.00	\$75.00	\$0.00
NetVanta 6360	1 SFP Gig-E, 1 Combo* SFP/RJ45 Gig-E, 3 RJ45 Gig-E	110-240 VAC	\$260.00	\$170.00	\$135.00	\$100.00	\$95.00	\$0.00
ADTRAN 1544p	24 fixed Gig-E ports and four 2.5 Gbps SFP ports	110-240 VAC	\$270.00	\$180.00	\$145.00	\$180.00	\$110.00	\$0.00

*Use of the SFP port disables the corresponding RJ45 port

DEMARC EXTENSION CHARGES

\$300.00 per T1 -- includes up to 2 hours of labor and 100 feet of Cat5e cable.
 Additional labor: \$125.00 per hour, billed in 15 minute increments. Additional Cat5e cable: \$.25 per foot.
 Fiber and EOC demarc extensions – ICB pricing

INSTALL TIMEFRAMES AND EXPEDITES

Customer understands and accepts the following estimated installation timeframes:
 90 days for services which utilize a Fast-E circuit, 120 days for services which utilize a Gig-E circuit, 60 days for services which utilize all other circuit types. Actual installation timelines vary by underlying carrier and loop provider and are dependent on multiple factors, including construction requirements, availability of facilities and other variables.

Paid Expedites: Customer may request an expedite for an additional fee. All expedites must be approved by Airespring.

NOTE: Airespring cannot ever guarantee any installation timeframes including paid expedites.

NOTES

In the event customer changes a scheduled due date less than six business days from the due date, customer will be assessed a rescheduling fee. Please be advised that changes to a scheduled due date can impact service delivery timelines.

Faxing, Alarm Lines, Modem Lines, DSL Lines, Credit Card Processing and Elevator Lines are not supported on Airespring's Long Distance Network. Customer should utilize alternative network options for non-voice lines and for completion of inbound and outbound fax calls. Customer is required to identify in advance all non-voice lines (fax, alarm, modem, etc.) that are intended to utilize Airespring service.

**CLOUD COMMUNICATION SERVICES:
AIREPBX CLOUD BUSINESS PHONE SYSTEM**

AIRESPRING VOICE SERVICES

Zone	Service	Quantity	MRC	NRC
	AirePBX Business Seat	20	\$300.00	\$0.00
	Automatic Call Recording (Requires Seat)	10	\$60.00	\$0.00
	Analog Lines (Max. 8)	0	\$0.00	\$0.00
	Virtual Private Numbers (Max. 20)	0	\$0.00	\$0.00

DOMESTIC USAGE RATES & PLANS

USAGE PLANS <i>US 48 States incl. Local Toll, Intrastate, Interstate</i> Unlimited Outbound plans require a subscription of all seats/lines/trunks ordered.	Cost	Quantity	Total
Unlimited Outbound & 10,000 Toll Free Minutes	\$40.00	1	\$40.00
LONG DISTANCE & TOLL FREE RATE IF NO PLAN SELECTED OR FOR EXCESS MINUTES: \$0.025	FREE LOCAL CALLING (Excludes Local Toll)	INTER-OFFICE ON-NET CALLING – Free between locations utilizing Airespring Local Network Services and Airespring assigned Local Service DIDs	

INTERNATIONAL AND OFFSHORE RATES

INTERNATIONAL (011 Calls Only) <i>(Customer is responsible for all International traffic, including fraud.)</i>	*INT'L RATE PLAN #3 Rates are provided here: International Rates	<input type="checkbox"/> Block International (See Terms of Service for limitation of liability)	OFFSHORE: Rates are provided at Offshore Rates
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AIRESPRING SUPPLIED IP PBX PHONES*

<ul style="list-style-type: none"> AirePBX is only supported with Airespring supplied equipment. 3-year discounted phones may not exceed the number of 3-year seats selected. 		<ul style="list-style-type: none"> Customer may only order phones of the same brand (does not apply to conference phones) Unless indicated, phones do not include a power supply. 			
Model	Description	Term	Quantity	MRC	NRC
Polycom VVX 350	6-Line Gigabit Phone with HD Voice (Supports PoE - Does not include power adapter)	Purchase (3-Year Contract)	20	\$0.00	\$0.00

SALES TAX and OTHER SURCHARGES will be BILLED UPFRONT on any free phones.

S&H CHARGES <i>(Applies to All Phones)</i>	# Of Phones	Ground Shipping	Additional Charges for Expedited Shipping
	1 to 3	\$18.95	
	Above 3	\$5 per phone	

AIRESPRING DEVICES

Model	Description	Term	Quantity	MRC	NRC
24-Port 10/100 Managed Switch (PoE)		Rental	1	\$31.00	\$0.00

*Minimum one (1) year management fee MRC required if purchasing BEC or CradlePoint.	*Shipping & Handling per BEC / CradlePoint: (Ground Shipping) \$24.73 NRC	Shipping & Handling per Switch: (Ground Shipping) \$20.00 NRC	Additional Charges for Expedited Shipping
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*Airespring Warranty (Applicable to all rentals) – Device warranty is extended for the period of the customer's contract and is subject to AireSpring's terms and conditions.
 *Manufacturer Warranty (Applicable to all purchases) – Device warranty is covered under the manufacturer's warranty period and is subject to AireSpring's terms and conditions.
 *PURCHASE with 3 YEAR CONTRACT – Special offer only available for new service. Add-on service requires extension of all services under contract for 3 years from date of add-on.
 *Sales Tax based on the Full Retail Purchase Price will apply.

TOLL FREE NUMBERS					
Toll Free Numbers (1-50 Numbers)	MRC per Number	NRC per Number	Quantity: 1	MRC: \$1.00	NRC: \$5.00
	\$1.00	\$5.00			
Toll Free Numbers (above 50)	MRC per Number	NRC per Number	Quantity:	MRC:	NRC:
	\$0.50	\$1.00			
Are you transferring existing Toll Free Numbers? (If Yes, Toll Free Service RespOrg Form will be required.)			<input type="checkbox"/> YES	Quantity:	<input type="checkbox"/> NO

ADDITIONAL SERVICES				
Description	Term	Quantity	MRC	NRC

Firewall service reconfiguration and/or upgrade fee: \$400. Applies if SD-WAN added to firewall service after the initial start of service.
For more information on firewall throughput and user guidelines, [click here](#).

AIRETXT SMS SERVICES					
Text to/from Landline or Toll Free	Quantity	MRC	NRC	Inbound Outbound	Overage Rate per SMS
Initial Line + Message Bundle	Select from Dropdown	\$10.00	\$10.00	1000 Messages included	\$0.025
Additional Lines		\$1.00	\$1.00	N/A	N/A
Additional Message Bundles (Messages are shared across all lines ordered)		\$5.00	\$5.00	500 Messages included	\$0.025

OTHER SERVICES / FEATURES / FEES	CHARGES	
	MRC	NRC
Local Directory Assistance and Long Distance Directory Assistance	\$1.99 per call	
Initial Directory Listing (Simple)	No Charge	
Additional Directory Listing	\$5.00 per Listing	\$5.00 per Listing
Outbound Caller Name (CNAM)	\$3.00 per Number	\$3.00 per Number
Inbound Caller ID Name <small>Note: All trunks must be subscribed</small>	\$1.00 per Trunk	\$1.00 per Trunk
Account Codes - Non-verified – Must be used on all calls	\$25.00 per Location	\$75.00 per Location
Account Codes - Verified – Must be used on all calls (up to 50; greater than 50 is subject to project fee)	\$50.00 per Location	\$150.00 per Location
Software, Trunk Group or Routing Change Order Fee (Off hours and weekend work ICB)	(Applicable MRC)	\$75 per Change Order
Additional Trunk or Hunt Group(s) (Initial Trunk or Hunt Group – No Charge)	\$5.00 per Group	\$5.00 per Group
Replacement Routers / Hardware	Shipment of replacement routers or hardware to be paid by customer	
Do you need Account Codes?	<input type="checkbox"/> Verified or <input type="checkbox"/> Non-verified	<input type="checkbox"/> NO

LOCAL NUMBER PORTING (LNP)		
Local Number Porting (LNP) of Phone Numbers	Verizon provided – \$0.00 NRC per Number	Other Providers -- \$3.00 NRC per Number
LNP Change or Cancellation – Greater than 48 Hours	\$6.00 NRC per Number	
LNP Change or Cancellation – Less than 48 Hours	\$75.00 NRC per Number	
Snapback to Prior Carrier (after completed porting)	\$300.00 NRC per Number	
Local Number Porting (LNP) of Virtual Private Numbers (If VPN is in a different Rate Center as Location)	\$25 NRC per Number	

AIRESPRING CONFIGURATION AND TRAINING

Includes 2 Hours of Remote Configuration and Training, which should be sufficient for Standard Configurations.
 Custom Configurations may take longer than the included 2 hours (Examples: Custom Auto-Attendant, Music on Hold, Multi-line Hunt Groups, Etc.)
 Configurations and Training exceeding the included 2 hours will be billed at \$150 per hour

IP ADDRESS INFORMATION

All IP addresses are subject to approval from the underlying provider based on an IP Address Justification Form completed by customer. All prices MRC unless otherwise noted.

CIDR	Public IPs	Usable IPs	AireSpring IP	Altice (Fiber)	AT&T (ABF/DSL)	Comcast (Fiber)	Comcast (Cable)	Cox (Cable)	GCAP/ Megapath	Lighttower	Spectrum (Fiber)	Spectrum (Cable)	TPAC	Verizon (FTTI)	Windstream	Zayo
/31	2	1	Free	Free	Free	\$20	Free	Free	Free	Free	Free	Free	Free	Free	Free	Free
/29	8	5	\$20	\$35	Free	\$25	\$15	Free	\$5	\$24	\$35	\$25	Free	\$14	\$20	Free
/28	16	13	\$35	\$50	\$20	\$30	\$35	\$25	\$10	\$48	\$50	\$40	\$10	\$35	\$32	\$48
/27	32	29	\$55	\$65	ICB	\$50	ICB	\$50	\$15	\$96	\$80	\$60	\$15	\$56	\$56	\$96
/26	64	61	\$100	\$75	ICB	\$75	ICB	\$75	\$20	\$192	\$100	N/A	\$25	\$84	\$96	\$192
/25	128	125	\$200	\$150	ICB	\$100	ICB	ICB	\$25	\$384	\$150	N/A	\$50	\$133	\$160	\$389
/24	256	253	\$250	\$300	ICB	\$200	ICB	ICB	\$50	\$768	\$200	N/A	\$100	ICB	ICB	\$769
ICB	> 256	ICB	N/A	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	N/A	ICB	ICB	ICB	ICB

Orders of up to 256 IP Addresses from AT&T Fiber/DS1, CenturyLink Fiber/DS1, FairPoint, Verizon Fiber/DS1, Cox Fiber, Frontier Fiber, and XO are free. Orders of more than 256 IP Addresses are ICB.

*If Customer is using Airespring CPE one usable IP address must be assigned to this CPE.

SUMMARY TOTALS

Total MRC*: \$1970.24

*Total does not include any services or equipment not ordered, as well as AireTXT, Domestic / International / Offshore Usage (excluding bundles), Other Services / Features / Fees, LNP, Configuration and Training, Shipping, Expedite Fees, Demarc Extension Charges, or IP Addresses.

Total NRC*: \$5.00

*Total does not include any services or equipment not ordered, as well as AireTXT, Domestic / International / Offshore Usage (excluding bundles), Other Services / Features / Fees, LNP, Configuration and Training, Shipping, Expedite Fees, Demarc Extension Charges, or IP Addresses.

Charges do not include additional surcharges and government mandated taxes. A full list of current Airespring surcharges may be found at: <https://airespring.com/regulatory-charges-and-surcharges/>

DIRECTORY LISTING / DIRECTORY ASSISTANCE

Street Address: 1938 S HAMPTON RD	Type of Business/Organization:	
City: GLENN HEIGHTS	State: TX	Zip: 75154-8534

TRANSACTION TYPE

No Directory Listing Requested
 New

CLASS OF SERVICE

Business
 County
 State
 US Government
 Military
 School

Community/Book: Include in Yellow Pages -- Heading(s):

Type of Listing *	Listing Request **			Indent Levels (0-6) <i>(Captions only)</i>	Listed Name <i>(or Caption)</i>	Listed Address	Listed Phone Number
	Listed	Non-Listed	Non-Published				
Main <i>(included)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

* Indicate: Main, Additional, Caption, or Foreign.

** Indicate: Listed, Non-listed (excluded from printed Directory only), Non-published (excluded from printed Directory and Directory Assistance)

LOCAL SERVICE 911/E-911 INFORMATION

IMPORTANT: AIRESPRING WILL IDENTIFY ALL NUMBERS ASSOCIATED WITH THIS ACCOUNT AS BEING LOCATED AT THE PHYSICAL ADDRESS LISTED ON PAGE 1 OF THE ORDER FORM FOR PURPOSES OF PROVIDING 911 LOCATION INFORMATION.

*Are there any remote/offsite users or extensions so that additional 911 addresses are needed? NO YES -- a supplementary 911 form is required

911 NOTICE – USE OF CUSTOMER INFORMATION

CUSTOMER ACKNOWLEDGES AND AGREES THAT AIRESPRING'S SERVICE IS INTERNET BASED AND THAT 911 SERVICES ARE DIFFERENT THAN THAT OF TRADITIONAL WIRELINE SERVICE. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, THE CUSTOMER MUST PROVIDE THE TELEPHONE NUMBER ASSOCIATED WITH SERVICE FOR THE REGISTERED ADDRESS, IN THE PHYSICAL LOCATION SECTION OF THE LOCAL SERVICE 911/911E INFORMATION SHEET. CUSTOMER ACKNOWLEDGES THAT THE SIP TRUNK SERVICE MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE SAME MANNER AS TRADITIONAL WIRELINE PHONE SERVICE. CUSTOMER AGREES TO INFORM OF THE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 OR E911 DIALING. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY USE THE SERVICE THAT BASIC 911 AND E911 SERVICES WILL NOT FUNCTION IN THE CASE OF A SERVICE FAILURE FOR ANY OF THE FOLLOWING REASONS: (A) POWER FAILURES, (B) NETWORK CONGESTION OR SIGNIFICANT DEGRADATION OF CUSTOMER'S INTERNET ACCESS OR OTHER TYPES OF ACCESS SERVICE; (C) SUSPENDED OR TERMINATED BROADBAND SERVICE, (D) SUSPENSION OF SERVICES DUE TO BILLING ISSUES, AND/OR (E) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. AIRESPRING STRONGLY RECOMMENDS CUSTOMER AT ALL TIMES MAINTAINS AN ALTERNATIVE METHOD FOR PLACING EMERGENCY CALLS. CUSTOMER FURTHER ACKNOWLEDGES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS IN THE REQUISITE FORMAT MAY CAUSE ALL BASIC 911 OR E911 CALLS TO BE ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF THE SERVICE FROM A LOCATION OTHER THAN THE LOCATION TO WHICH THE SERVICE WAS ORDERED, I.E., THE "REGISTERED ADDRESS," MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. FOR THE EMERGENCY CENTER, KNOWN AS THE PUBLIC SERVICE ANSWERING POINT ("PSAP"), TO RECEIVE THE CUSTOMER'S CORRECT 911 ADDRESS INFORMATION, CUSTOMER MUST ROUTE THEIR 911 CALLS TO AIRESPRING USING DIDS WHICH ARE ASSIGNED BY AIRESPRING OR PORTED TO AIRESPRING AND SET UP BY AIRESPRING AS 911-ENABLED. IF CUSTOMER ROUTES 911 CALLS USING AIRESPRING 911-ENABLED DIDS TO ANOTHER PHONE COMPANY, THEN I) THE PSAP MAY NOT RECEIVE THE PROPER ADDRESS, AND II) THAT OTHER PHONE COMPANY MAY CHARGE CUSTOMER FOR SUCH CALL. ADDITIONALLY, 911 CALLS MUST BE ROUTED OVER A LOCAL TRUNK GROUP, NOT A LONG DISTANCE TRUNK GROUP TO AVOID CALL FAILURE. CUSTOMER MUST HAVE AT LEAST ONE 911-ENABLED AIRESPRING DID FOR EACH LOCATION, WITH THAT LOCATION'S CORRECT ADDRESS POPULATED IN AIRESPRING'S 911 DATABASE, FOR 911 DATABASE SERVICES TO OPERATE PROPERLY FOR DIDS UTILIZED AT THAT LOCATION. CUSTOMER ACKNOWLEDGES AND AGREES THAT AIRESPRING, ITS UNDERLYING CARRIERS, OR ANY OTHER THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY, OR ANSWERING OF EMERGENCY SERVICES OR IN RESPONDING TO EMERGENCY CALLS, NOR THEIR OFFICERS OR EMPLOYEES, MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, LOSS, FINE, PENALTY OR COST (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES) AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO THE PROVISION OF ALL TYPES OF EMERGENCY SERVICES TO CUSTOMER. CUSTOMER FURTHER AGREES AND ACKNOWLEDGES THAT IT IS INDEMNIFYING AND HOLDING HARMLESS AIRESPRING FROM ANY CLAIM OR ACTION FOR ANY CALLER PLACING SUCH A CALL WITHOUT REGARD TO WHETHER THE CALLER IS AN EMPLOYEE OF THE CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES TO HOLD HARMLESS AND INDEMNIFY AIRESPRING FROM ANY CLAIM OR ACTION ARISING OUT OF MISROUTES OF ANY 911 CALLS, OR WHETHER LOCAL EMERGENCY RESPONSE CENTERS OR NATIONAL EMERGENCY CALLING CENTERS ANSWER A 911 CALL OR HOW THE 911 CALLS ARE HANDLED BY ANY EMERGENCY OPERATOR INCLUDING OPERATORS OF THE NATIONAL CALL CENTER. THE LIMITATIONS APPLY TO ALL CLAIMS REGARDLESS OF WHETHER THEY ARE BASED ON BREACH OF CONTRACT, BREACH OF WARRANT, PRODUCT LIABILITY, TORT AND ANY OTHER THEORIES OF LIABILITY. END USERS WHO SUBSCRIBE TO 911 OR E911 SERVICE WILL BE REQUIRED TO REGISTER THE PHYSICAL LOCATION OF THEIR EQUIPMENT (IP PHONE, SOFTPHONE, DIGITAL TELEPHONE ADAPTER OR VIDEOPHONE) WITH AIRESPRING AND AGREE TO CALL AIRESPRING CUSTOMER SERVICE TO UPDATE THE LOCATION WHENEVER THE PHYSICAL LOCATION OF SERVICE FOR A PARTICULAR TELEPHONE NUMBER CHANGES. SOME CUSTOMERS WILL HAVE THE ABILITY TO DIRECTLY UPDATE THEIR OWN E911 LOCATION VIA AN ONLINE PORTAL. CUSTOMER IS SOLELY RESPONSIBLE FOR SETTING THE E911 LOCATION ACCURATELY TO THE CORRECT PHYSICAL LOCATION OF CUSTOMER'S EQUIPMENT (DESK PHONE, SOFTPHONE, VIDEOPHONE OR MOBILE PHONE) WITH AIRESPRING. FOR USERS OF THE AIRESPRING KEY SYSTEM TELEPHONES: TO PRESERVE THE ABILITY OF 911 OR E911 PUBLIC SAFETY PSAP PERSONNEL TO RESPOND PROPERLY, CUSTOMER / END USERS OF THE KEY SYSTEM CANNOT MOVE THEIR KEY SYSTEM PHONE TO ANOTHER STREET ADDRESS DIFFERENT FROM THE STREET ADDRESS ASSOCIATED WITH THE REGISTERED ADDRESS FOR SUCH CUSTOMER / END USER. AVAILABILITY OF 911 AND E911 SERVICES IS LIMITED TO THE FIFTY UNITED STATES OF AMERICA.

TERM AND USAGE AGREEMENT

The term of this Agreement will be for a period of *3-Year from the Start of Service Date. The Start of Service Date shall be the earlier of i) the Customer's first use of the service, ii) five (5) business days after Circuit Ready Date, regardless of whether all Services (including voice) have been turned up and regardless of Customer readiness, or iii) five (5) business days after the start of a "Customer Delay of Circuit Installation". "Circuit Ready Date" is the date the Customer's circuit is active, as notified by the underlying provider. "Customer Delay of Circuit Installation" is defined as an occurrence of Customer directly or indirectly delaying or impeding AireSpring's underlying provider from installing and/or testing Customer's access circuit/loop. Customer indirectly delays the underlying provider if the Customer site is not ready to accept Services, or if the Customer's employees, contractors, suppliers, vendors, agents, assigns, property owner, property manager, or landlord does not allow, blocks or delays AireSpring's underlying provider from installing or testing the access circuit/loop. The Customer is required to coordinate with AireSpring to install the hub site first, with each remote site to follow. Customer networking issues, whether the result of improper network design, equipment issues, or incorrect information supplied to AireSpring by or on behalf of the Customer, shall not relieve the Customer of the obligation to pay for the Service, including circuit charges, beginning on the Start of Service Date. In the event Customer places an order on hold or delays or impedes AireSpring from expeditiously submitting Customer's order to underlying carrier, Customer pricing may change as notified by AireSpring. Orders placed on hold may require customer approval to proceed with implementation. Upon completion of any initial or any renewal term commitment, or if no term is specified above, for all non-SD-WAN services this Agreement shall automatically renew for successive one-year terms. For SD-WAN services, this Agreement shall automatically renew for successive one-year terms, and in no event shall the renewal term for SD-WAN services be less than one year. Customer contracts to pay the Monthly Recurring Charges as listed above for the term of this Agreement, or \$250 per account, whichever is greater, for the term of this Agreement. By signing this Agreement, Customer agrees to pay all applicable circuit port, loop and Equipment MRC charges in advance, and any usage/overage charges in arrears. Customer's first bill shall include pro-ration of first month's service, as well as any NRC's. In the event Customer terminates this Agreement after the Start of Service Date but prior to the end of the applicable term, Customer shall pay to AireSpring on demand, as liquidated damages and not as a penalty, an Early Termination Liability charge ("ETL") equal to the sum of i) one hundred percent (100%) of the Monthly Recurring Charges ("MRCs") for loop/circuit charges for all of the months remaining in any applicable term, ii) one hundred percent (100%) of MRCs for all other charges for the remaining months in the initial twelve months of the term, iii) eighty percent (80%) of the MRCs for all other charges for the remaining months in months 13 - 24 of the term, and iv) seventy percent (70%) of the remaining MRCs for all other charges for the remaining months in the term, namely month 25 and after. With respect to Customer terminating the Agreement after the submission of paperwork to the underlying carrier but prior to the Start of Service Date, the ETL will be equivalent to Customer terminating during the initial twelve (12) months as described above. In the event Customer terminates this Agreement prior to the submission of paperwork to the underlying carrier Customer shall be subject to the following fees: \$1000 per DS-1/EOC/Broadband circuit or \$3000 per Fast-E or similar circuit. For Customer Provided Connectivity orders, Customer shall pay a cancellation fee of \$750 per location if Customer cancels the order prior to Start of Service. Additionally, a 20% restocking fee of the undiscounted, retail price of AireSpring provided devices shall apply and be paid by Customer for all equipment returned unopened to AireSpring and in original packaging within 30 days of shipment to Customer and prior to Start of Service. Equipment that has been opened or used may not be returned, and will be billed at the full undiscounted, retail price in the event Customer cancels service prior to Start of Service. AireSpring managed routers are pre-configured and sent to Customer to be self-installed, if Customer requests a professional installation AireSpring will charge Customer an installation fee of \$1000. All local loop circuit install charges are quoted with install to the Local Exchange Carrier assigned building demarcation point (Demarc). AireSpring will pass through any costs associated with extending wiring beyond the Demarc. In conjunction with the services ordered, AireSpring may provide Customer with Customer Premises Equipment (CPE) on a rental or included basis. If service is terminated for any reason, Customer must return all AireSpring and underlying carrier provided equipment within 30 days of termination, or Customer will be billed for the full new cost of the equipment. It is not necessary to return Equipment purchased by Customer. AireSpring will provide all long distance and local services. No other long distance and local providers may be used with this service. Rating of outbound calls as Local applies only to calls that utilize telephone numbers (DIDs) assigned by AireSpring or that have been ported to AireSpring's service as the originating ANI, and are displayed accordingly in the Caller ID field. The International Rate Plan Number above refers to a set of country specific rates defining costs to each international dialed location. Customer requests to block international calling does not relieve Customer from liability for all completed calls made utilizing Customer's equipment, whether authorized or unauthorized. AireSpring's fair use policy ("Fair Use Policy") as set forth below and in the Master Service Agreement is designed to prevent abuse, fraud or unreasonable exploitation of AireSpring's unlimited local and long distance service plans and unreasonable overutilization of AireSpring's facilities. AireSpring's unlimited calling plans, both long distance and local, are intended solely for normal commercial use. AireSpring's unlimited calling plans are designed only for continuous live dialog between two individuals. Unusual calling patterns, excessive called numbers and/or consistent excessive usage will each be considered an indicator that usage is exceeding normal standards. AireSpring's unlimited calling plans may not be used for auto-dialing, continuous, or extensive call forwarding, excessive conferencing, inbound/outbound centralized or distributed call center activity, inbound/outbound customer service, telemarketing (including charitable or political solicitation or polling), fax or voicemail blasting, or for continuous or extensive chat line access, or as an open telephone line as a monitor, intercom or transcription service. See AireSpring's Master Service Agreement for a complete list of prohibited uses. AireSpring has other plans applicable for such applications and businesses. It will be considered outside of AireSpring's Fair Use Policy on an unlimited calling plan for a Customer to exceed more than one-thousand (1,000) inbound, outbound or toll free local or long distance minutes per month per subscriber line, SIP trunk, hosted seat, PRI/T-1 trunk/DS0 or analog line, etc., in aggregate ("Normal Usage"). For unlimited calling plans, AireSpring shall apply a surcharge of up to \$0.04 per minute of use to the number of minutes by which Customer's usage exceeds this normal usage. All services provided to Customer by AireSpring are governed by the terms of a Master Service Agreement, which may be found at <https://airespring.com/service-terms/> and AireSpring's Acceptable Use Policy, which may be found at <https://airespring.com/service-terms/acceptable-use-policy-aup/>, both of which are incorporated into this Agreement by this reference. This Agreement represents the entire agreement between the Parties and supersedes and merges all prior offers, agreements, promises, understandings, statements, representations, warranties, indemnities and inducements to the making of this Agreement relied upon by either Party, whether written or oral, between or among Customer and AireSpring as well as AireSpring's agents, employees, and/or sales persons. This Agreement is voidable by AireSpring if the text is modified without the written or initial consent of an AireSpring Officer. Except as may otherwise be provided herein, any amendments or modifications to this Agreement must be in writing and signed by an AireSpring Officer. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Customer hereby irrevocably submits to the personal jurisdiction of and consents to venue exclusively in any state or federal court sitting in the State of California, County of Los Angeles, in any suit, action, or proceeding arising out of or relating to this Agreement. Customer hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which such party may raise now, or hereafter have, to the laying of the venue of any such suit, action or proceeding brought in such court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. Customer hereby expressly waives the right to a trial by jury in any action or proceeding brought against customer relating to this agreement. Upon completion of any initial or renewal term commitment, (or in the event of a move, upgrade, downgrade, or change of underlying carrier,) any disconnection request by customer must be provided in writing 45 days prior to the requested disconnection date and customer will continue to be billed until after the disconnection is completed, or 45 days after disconnection notice, whichever is greater. Customer agrees that AireSpring may request credit information from third parties and authorizes the release of such information from the customer's financial institution as part of this application for credit.

Additional Terms and Conditions are incorporated herein by reference: <http://additionalterms.airespring.com/AdditionalTerms.aspx?L=72,1,83,84,90,97,103,29>

Company Name: City of Glenn Heights

*Authorized Signature

*Print Name

*Title

*Date

*Email

*Contact Number

AIRESPRING CREDIT APPLICATION

Required if Customer does not have an existing Airespring account

CONTACT & ACCOUNT INFORMATION

*CUSTOMER NAME: City of Glenn Heights			BILLING ACCOUNT NAME (IF DIFFERENT):		
*SERVICE ADDRESS: 1938 S HAMPTON RD			BILLING ADDRESS (IF DIFFERENT):		
*CITY: GLENN HEIGHTS	*STATE: TX	*ZIP: 75154-8534	CITY:	STATE:	ZIP:
*SERVICE CONTACT/TITLE:			BILLING ADDRESS CONTACT:		
*PHONE:	FAX:		PHONE:	FAX:	
*CONTACT E-MAIL – IMPORTANT (FOR CONTACT PURPOSES ONLY):			CONTACT E-MAIL – IMPORTANT (FOR CONTACT PURPOSES ONLY):		
*FULL LEGAL NAME (PER CORPORATE CHARTER OR DBA):					
* <input type="checkbox"/> CORPORATION		* <input type="checkbox"/> GENERAL PARTNERSHIP		* <input type="checkbox"/> LIMITED PARTNERSHIP	
* <input type="checkbox"/> SOLE PROPRIETORSHIP		* <input type="checkbox"/> NONPROFIT ORGANIZATION		* <input type="checkbox"/> LIMITED LIABILITY COMPANY	
		* <input type="checkbox"/> HOME BUSINESS		* <input type="checkbox"/> OTHER:	
*INCORPORATION DATE: / - STATE:		*CURRENT SVC PROVIDER:		REQUIRED: INCLUDE COPIES OF PAYMENT SUMMARY PAGE FROM 3 RECENT BILLS FROM YOUR CURRENT SERVICE PROVIDER	
*WILL THE SERVICE PROVIDED BY AIRESPRING BE USED FOR WHOLESALE OR RESALE PURPOSES?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IS YOUR COMPANY/ORGANIZATION TAX EXEMPT? IF YES, ATTACH AIRESPRING TAX EXEMPTION FORM (OBTAIN FROM YOUR AIRESPRING AGENT)				<input type="checkbox"/> YES	<input type="checkbox"/> NO
*ESTIMATED MONTHLY USAGE:				\$	
*TYPE OF BUSINESS:			*YEARS IN BUSINESS:		
Please note: \$5 monthly fee per invoice will be charged unless paperless billing is requested. If requested, paperless billing will apply to all customer accounts.		*PAPERLESS BILLING <input type="checkbox"/> YES <input type="checkbox"/> NO		*EMAIL ADDRESS: (Must be provided for paperless billing)	

INTERNATIONAL USAGE

*OPEN INTERNATIONAL TRAFFIC TO 011 DESTINATIONS? <input type="checkbox"/> YES <input type="checkbox"/> NO	*ESTIMATED % OF INTERNATIONAL TRAFFIC: %
MAIN COUNTRIES CALLED:	

CREDIT INFORMATION

*1. OWNER/PARTNER NAME:	SOCIAL SECURITY # (NOT FEIN): - -
2. OWNER/PARTNER NAME:	SOCIAL SECURITY # (NOT FEIN): - -
Dun & Bradstreet Number:	

BANK INFORMATION

*Bank Name:	*Bank Phone Number:
*Bank Account Number:	*Bank Contact Name:

ALL ITEMS BOLD AND MARKED WITH AN ASTERISK (*) ARE MANDATORY. ORDERS MISSING MANDATORY INFORMATION MAY BE RETURNED FOR COMPLETION WITHOUT PROCESSING.

CERTIFICATION & AUTHORIZATION

I certify that all the information contained in this application and any attachments are true and correct. Service is provided under Airespring General Terms and conditions. (Please visit <https://airespring.com/service-terms/> for a complete and updated description of the terms of service.)
I AGREE THAT AIRESPRING MAY REQUEST CREDIT INFORMATION FROM THIRD PARTIES AND I AUTHORIZE THE RELEASE OF SUCH INFORMATION FROM THE CUSTOMER'S FINANCIAL INSTITUTION AS PART OF THIS APPLICATION FOR AIRESPRING CREDIT.

*Signature of Applicant:	*Printed Name of Applicant:
*Date: / /	*Title of Applicant:



LETTER OF AGENCY

Required if Porting Local Numbers

*Agent Name: Brent Vaut

*Agent ID: CNG0001

Please note – LOA should be submitted with a copy of a recent phone bill from your local provider

PHYSICAL LOCATION

*Company:
City of Glenn Heights

Billing Telephone Number:

Designated Contact:

Contact Phone Number:

*Service Address:
1938 S HAMPTON RD

*Building:

*Suite:

*Floor / Room:

*City:
GLENN HEIGHTS

*State:
TX

*Zip:
75154-8534

*Current Local Service Provider:

ADDITIONAL BILLING TELEPHONE NUMBERS

BTN #2:

BTN #4:

BTN #3:

BTN #5:

NOTICE – USE OF CUSTOMER INFORMATION

Attached page(s) provide a complete listing of Telephone Lines to be switched to Airespring.

By signing this application contract, I am authorizing Airespring to become my new provider of network/communications service, long-distance service and/or local service (if available and selected by me). I authorize Airespring to act as my agent to make this change happen, and direct my local company to work with Airespring to affect the change.

I further certify that I am at least eighteen years of age, and that I am authorized to change telephone companies for services to the telephone numbers listed above. I am responsible for all valid Airespring charges for all usage.

*By: Name (Please print or type)

*Authorized Signature

*Date

Signing this document will result in a service provider change

		ORDER FORM AND TERM PLAN SD-WAN (with Voice) Cloud Business Phone System			*Carrier:	
*Quote ID#: 1122710135		Sales Support: 844-832-8514 Email to orders@airespring.com or Fax to 888-899-2928			*IP Provider:	
*Quote Expiration: 07/15/2020					Channel Mgr: Charlie Lomond	
*Proposal ID#: 207212					*Agent: Brent Vaut	
*OMR#:					*Agent ID: CNG0001	
*NPANXX: 972-483					*Solutions Engineer:	
				*Submitted By: Gabriel Valderrama		
IMPORTANT -- ALL BOLDED FIELDS WITH AN ASTERISK (*) MUST BE COMPLETED						
PHYSICAL LOCATION						
*Order Type: New: <input type="checkbox"/> Move: <input type="checkbox"/> Upgrade: <input type="checkbox"/>						
*Company Name: City of Glenn Heights			*Location Name: BEAR CREEK RD		Existing Customer Number: <input type="checkbox"/> Separate bill for this location?	
*Physical Address: 550 E BEAR CREEK RD			*Suite:	*Bldg./Fl./Rm:	*Billing Address: (if different)	
*City: GLENN HEIGHTS			*State: TX	*Zip: 75154-8300	*City:	
MPOE: (Location in building where telephone company installs circuit. Eg. basement, telco closet)				*State:		Zip:
CONTACT INFORMATION						
	*Name		Title		*Phone	Mobile Phone
*Customer Contact:						E-mail
*Technical/Vendor Contact:						
*On-Site Contact:						
THE FOLLOWING INITIALS & SIGNATURES ARE REQUIRED						
1.) Initials on all Pages at the Bottom Left.				2.) Signature on the bottom of "Term and Usage Agreement."		
3.) If Porting Numbers, signature required on "Letter of Agency," and current phone bill copies are strongly recommended.				4.) New Customers – Complete and Sign "Credit Application."		
SD-WAN INFORMATION AND PRICING						
Description		Term		Quantity		MRC
VeloCloud SD-WAN - Up to 100 Mb/s of In-Tunnel Bandwidth (Up and Down Combined) "Up and Down Combined" is the sum of the upload and download speeds of all In-Tunnel Traffic.		3-Year		1		\$135.00
AireSpring Gateway Access - 100 Mb/s - Maximum Licensed In-Tunnel Bandwidth (Up and Down Combined) Promotional Offer. Required for Access to AireSpring Gateways		3-Year		1		\$0.00
VeloCloud Edge 610 Supports up to [250 Mb/s] of Maximum Throughput (defined as the aggregate of all traffic flows to and from a device – Up and Down Combined)		3-Year		1		\$0.00
High Availability Edge devices include both the primary edge and a hot stand-by edge (2 devices).						
SD-WAN service reconfiguration and/or upgrade fee: \$400. Applies if firewall added to SD-WAN service after the initial start of service.						
For Cisco Meraki, at the end of the initial or any renewal term if Customer does not renew the service prior to the end of the term, the service will cease to operate.						
If Licensed bandwidth is exceeded, AireSpring may upgrade the License to match actual usage.						
*Ground Shipping & Handling: ICB - (Expedited Shipping Additional)						

CIRCUIT INFORMATION AND PRICING

*Site NPA/NXX: 972-483			*Term: 3-Year		
*Capacity	IP Provider	*Loop MRC	*Loop NRC	*Port MRC	*Port NRC
G-E 100	AT&T	\$250.63	\$0.00	\$540.00	\$0.00
*Managed Router MRC:				*Managed Router NRC:	
Broadband connectivity speeds are listed as BB in the Capacity Field.				Satellite connectivity speeds are listed as SAT in the Capacity Field	

EXISTING CONNECTIONS

Carrier (e.g. ACME Telecom)	Circuit Type (e.g Fast-E, Broadband, etc.)	Download Speed (Mbps)	Upload Speed (Mbps)

OPTIONAL ROUTER UPGRADES

Device	WAN/LAN Ports	AC Power	1 Year MRC	2 Year MRC	3 Year MRC
(Default)* Router: ADTRAN 908e	1 RJ45 Gig-E, 2 RJ45 Fast-E	110 VAC	\$0.00	\$0.00	\$0.00
Upgrade to: NetVanta 6250	1 Combo** SFP/RJ45 Gig-E, 3 RJ45 Fast-E	110 VAC	\$120.00	\$65.00	\$45.00
Upgrade to: NetVanta 6360	1 SFP Gig-E, 1 Combo** SFP/RJ45 Gig-E, 3 RJ45 Gig-E	110-240 VAC	\$180.00	\$95.00	\$65.00

*Default router model may change at Airespring's discretion

**Use of the SFP port disables the corresponding RJ45 port

ADDITIONAL OPTIONAL ROUTERS

Device	WAN/LAN Ports	AC Power	1 Year MRC		2 Year MRC		3 Year MRC	
			MRC	NRC	MRC	NRC	MRC	NRC
ADTRAN 908e	1 RJ45 Gig-E, 2 RJ45 Fast-E	110 VAC	\$100.00	\$50.00	\$50.00	\$50.00	\$35.00	\$0.00
NetVanta 6250	1 Combo* SFP/RJ45 Gig-E, 3 RJ45 Fast-E	110 VAC	\$210.00	\$100.00	\$105.00	\$100.00	\$75.00	\$0.00
NetVanta 6360	1 SFP Gig-E, 1 Combo* SFP/RJ45 Gig-E, 3 RJ45 Gig-E	110-240 VAC	\$260.00	\$170.00	\$135.00	\$100.00	\$95.00	\$0.00
ADTRAN 1544p	24 fixed Gig-E ports and four 2.5 Gbps SFP ports	110-240 VAC	\$270.00	\$180.00	\$145.00	\$180.00	\$110.00	\$0.00

*Use of the SFP port disables the corresponding RJ45 port

DEMARC EXTENSION CHARGES

\$300.00 per T1 -- includes up to 2 hours of labor and 100 feet of Cat5e cable.
 Additional labor: \$125.00 per hour, billed in 15 minute increments. Additional Cat5e cable: \$.25 per foot.
 Fiber and EOC demarc extensions – ICB pricing

INSTALL TIMEFRAMES AND EXPEDITES

Customer understands and accepts the following estimated installation timeframes:
 90 days for services which utilize a Fast-E circuit, 120 days for services which utilize a Gig-E circuit, 60 days for services which utilize all other circuit types. Actual installation timelines vary by underlying carrier and loop provider and are dependent on multiple factors, including construction requirements, availability of facilities and other variables.

Paid Expedites: Customer may request an expedite for an additional fee. All expedites must be approved by Airespring.

NOTE: Airespring cannot ever guarantee any installation timeframes including paid expedites.

NOTES

In the event customer changes a scheduled due date less than six business days from the due date, customer will be assessed a rescheduling fee. Please be advised that changes to a scheduled due date can impact service delivery timelines.

Faxing, Alarm Lines, Modem Lines, DSL Lines, Credit Card Processing and Elevator Lines are not supported on Airespring's Long Distance Network. Customer should utilize alternative network options for non-voice lines and for completion of inbound and outbound fax calls. Customer is required to identify in advance all non-voice lines (fax, alarm, modem, etc.) that are intended to utilize Airespring service.

**CLOUD COMMUNICATION SERVICES:
AIREPBX CLOUD BUSINESS PHONE SYSTEM**

AIRESPRING VOICE SERVICES

Zone	Service	Quantity	MRC	NRC
	AirePBX Business Seat	16	\$240.00	\$0.00
	Analog Lines (Max. 8)	0	\$0.00	\$0.00
	Virtual Private Numbers (Max. 20)	0	\$0.00	\$0.00

DOMESTIC USAGE RATES & PLANS

USAGE PLANS <i>US 48 States incl. Local Toll, Intrastate, Interstate</i> Unlimited Outbound plans require a subscription of all seats/lines/trunks ordered.	Cost	Quantity	Total
Unlimited Outbound & 8,000 Toll Free Minutes	\$32.00	1	\$32.00
LONG DISTANCE & TOLL FREE RATE IF NO PLAN SELECTED OR FOR EXCESS MINUTES: \$0.025	FREE LOCAL CALLING (Excludes Local Toll)	INTER-OFFICE ON-NET CALLING – Free between locations utilizing Airespring Local Network Services and Airespring assigned Local Service DIDs	

INTERNATIONAL AND OFFSHORE RATES

INTERNATIONAL (011 Calls Only) <i>(Customer is responsible for all International traffic, including fraud.)</i>	*INT'L RATE PLAN #3 Rates are provided here: International Rates	<input type="checkbox"/> Block International (See Terms of Service for limitation of liability)	OFFSHORE: Rates are provided at Offshore Rates
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AIRESPRING SUPPLIED IP PBX PHONES*

<ul style="list-style-type: none"> AirePBX is only supported with Airespring supplied equipment. 3-year discounted phones may not exceed the number of 3-year seats selected. 		<ul style="list-style-type: none"> Customer may only order phones of the same brand (does not apply to conference phones) Unless indicated, phones do not include a power supply. 			
Model	Description	Term	Quantity	MRC	NRC
Polycom VVX 350	6-Line Gigabit Phone with HD Voice (Supports PoE - Does not include power adapter)	Purchase (3-Year Contract)	16	\$0.00	\$0.00

SALES TAX and OTHER SURCHARGES will be BILLED UPFRONT on any free phones.

S&H CHARGES <i>(Applies to All Phones)</i>	# Of Phones	Ground Shipping	Additional Charges for Expedited Shipping
	1 to 3	\$18.95	
	Above 3	\$5 per phone	

AIRESPRING DEVICES

Model	Description	Term	Quantity	MRC	NRC
24-Port 10/100 Managed Switch (PoE)		Rental	1	\$31.00	\$0.00

*Minimum one (1) year management fee MRC required if purchasing BEC or CradlePoint.	*Shipping & Handling per BEC / CradlePoint: (Ground Shipping) \$24.73 NRC	Shipping & Handling per Switch: (Ground Shipping) \$20.00 NRC	Additional Charges for Expedited Shipping
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*Airespring Warranty (Applicable to all rentals) – Device warranty is extended for the period of the customer's contract and is subject to AireSpring's terms and conditions.
 *Manufacturer Warranty (Applicable to all purchases) – Device warranty is covered under the manufacturer's warranty period and is subject to AireSpring's terms and conditions.
 *PURCHASE with 3 YEAR CONTRACT – Special offer only available for new service. Add-on service requires extension of all services under contract for 3 years from date of add-on.
 *Sales Tax based on the Full Retail Purchase Price will apply.

TOLL FREE NUMBERS					
Toll Free Numbers (1-50 Numbers)	MRC per Number	NRC per Number	Quantity: 0	MRC: \$0.00	NRC: \$0.00
	\$1.00	\$5.00			
Toll Free Numbers (above 50)	MRC per Number	NRC per Number	Quantity:	MRC:	NRC:
	\$0.50	\$1.00			
Are you transferring existing Toll Free Numbers? (If Yes, Toll Free Service RespOrg Form will be required.)			<input type="checkbox"/> YES	Quantity:	<input type="checkbox"/> NO

ADDITIONAL SERVICES				
Description	Term	Quantity	MRC	NRC

Firewall service reconfiguration and/or upgrade fee: \$400. Applies if SD-WAN added to firewall service after the initial start of service.
For more information on firewall throughput and user guidelines, [click here.](#)

AIRETXT SMS SERVICES					
Text to/from Landline or Toll Free	Quantity	MRC	NRC	Inbound Outbound	Overage Rate per SMS
Initial Line + Message Bundle	Select from Dropdown	\$10.00	\$10.00	1000 Messages included	\$0.025
Additional Lines		\$1.00	\$1.00	N/A	N/A
Additional Message Bundles (Messages are shared across all lines ordered)		\$5.00	\$5.00	500 Messages included	\$0.025

OTHER SERVICES / FEATURES / FEES	CHARGES	
	MRC	NRC
Local Directory Assistance and Long Distance Directory Assistance	\$1.99 per call	
Initial Directory Listing (Simple)	No Charge	
Additional Directory Listing	\$5.00 per Listing	\$5.00 per Listing
Outbound Caller Name (CNAM)	\$3.00 per Number	\$3.00 per Number
Inbound Caller ID Name <small>Note: All trunks must be subscribed</small>	\$1.00 per Trunk	\$1.00 per Trunk
Account Codes - Non-verified – Must be used on all calls	\$25.00 per Location	\$75.00 per Location
Account Codes - Verified – Must be used on all calls (up to 50; greater than 50 is subject to project fee)	\$50.00 per Location	\$150.00 per Location
Software, Trunk Group or Routing Change Order Fee (Off hours and weekend work ICB)	(Applicable MRC)	\$75 per Change Order
Additional Trunk or Hunt Group(s) (Initial Trunk or Hunt Group – No Charge)	\$5.00 per Group	\$5.00 per Group
Replacement Routers / Hardware	Shipment of replacement routers or hardware to be paid by customer	
Do you need Account Codes?	<input type="checkbox"/> Verified or <input type="checkbox"/> Non-verified	<input type="checkbox"/> NO

LOCAL NUMBER PORTING (LNP)		
Local Number Porting (LNP) of Phone Numbers	Verizon provided – \$0.00 NRC per Number	Other Providers -- \$3.00 NRC per Number
LNP Change or Cancellation – Greater than 48 Hours	\$6.00 NRC per Number	
LNP Change or Cancellation – Less than 48 Hours	\$75.00 NRC per Number	
Snapback to Prior Carrier (after completed porting)	\$300.00 NRC per Number	
Local Number Porting (LNP) of Virtual Private Numbers (If VPN is in a different Rate Center as Location)	\$25 NRC per Number	

AIRESRING CONFIGURATION AND TRAINING

Includes 2 Hours of Remote Configuration and Training, which should be sufficient for Standard Configurations.
 Custom Configurations may take longer than the included 2 hours (Examples: Custom Auto-Attendant, Music on Hold, Multi-line Hunt Groups, Etc.)
 Configurations and Training exceeding the included 2 hours will be billed at \$150 per hour

IP ADDRESS INFORMATION

All IP addresses are subject to approval from the underlying provider based on an IP Address Justification Form completed by customer. All prices MRC unless otherwise noted.

CIDR	Public IPs	Usable IPs	AireSpring IP	Altice (Fiber)	AT&T (ABF/DSL)	Comcast (Fiber)	Comcast (Cable)	Cox (Cable)	GCAP/ Megapath	Lighttower	Spectrum (Fiber)	Spectrum (Cable)	TPAC	Verizon (FTTI)	Windstream	Zayo
/31	2	1	Free	Free	Free	\$20	Free	Free	Free	Free	Free	Free	Free	Free	Free	Free
/29	8	5	\$20	\$35	Free	\$25	\$15	Free	\$5	\$24	\$35	\$25	Free	\$14	\$20	Free
/28	16	13	\$35	\$50	\$20	\$30	\$35	\$25	\$10	\$48	\$50	\$40	\$10	\$35	\$32	\$48
/27	32	29	\$55	\$65	ICB	\$50	ICB	\$50	\$15	\$96	\$80	\$60	\$15	\$56	\$56	\$96
/26	64	61	\$100	\$75	ICB	\$75	ICB	\$75	\$20	\$192	\$100	N/A	\$25	\$84	\$96	\$192
/25	128	125	\$200	\$150	ICB	\$100	ICB	ICB	\$25	\$384	\$150	N/A	\$50	\$133	\$160	\$389
/24	256	253	\$250	\$300	ICB	\$200	ICB	ICB	\$50	\$768	\$200	N/A	\$100	ICB	ICB	\$769
ICB	> 256	ICB	N/A	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	N/A	ICB	ICB	ICB	ICB

Orders of up to 256 IP Addresses from AT&T Fiber/DS1, CenturyLink Fiber/DS1, FairPoint, Verizon Fiber/DS1, Cox Fiber, Frontier Fiber, and XO are free. Orders of more than 256 IP Addresses are ICB.

*If Customer is using Airespring CPE one usable IP address must be assigned to this CPE.

SUMMARY TOTALS

Total MRC *: \$1228.63

*Total does not include any services or equipment not ordered, as well as AireTXT, Domestic / International / Offshore Usage (excluding bundles), Other Services / Features / Fees, LNP, Configuration and Training, Shipping, Expedite Fees, Demarc Extension Charges, or IP Addresses.

Total NRC*: \$0.00

*Total does not include any services or equipment not ordered, as well as AireTXT, Domestic / International / Offshore Usage (excluding bundles), Other Services / Features / Fees, LNP, Configuration and Training, Shipping, Expedite Fees, Demarc Extension Charges, or IP Addresses.

Charges do not include additional surcharges and government mandated taxes. A full list of current Airespring surcharges may be found at: <https://airespring.com/regulatory-charges-and-surcharges/>

DIRECTORY LISTING / DIRECTORY ASSISTANCE

Street Address: 550 E BEAR CREEK RD	Type of Business/Organization:	
City: GLENN HEIGHTS	State: TX	Zip: 75154-8300

TRANSACTION TYPE

No Directory Listing Requested
 New

CLASS OF SERVICE

Business
 County
 State
 US Government
 Military
 School

Community/Book: Include in Yellow Pages -- Heading(s):

Type of Listing *	Listing Request **			Indent Levels (0-6) <i>(Captions only)</i>	Listed Name <i>(or Caption)</i>	Listed Address	Listed Phone Number
	Listed	Non-Listed	Non-Published				
Main <i>(included)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

* Indicate: Main, Additional, Caption, or Foreign.

** Indicate: Listed, Non-listed (excluded from printed Directory only), Non-published (excluded from printed Directory and Directory Assistance)

LOCAL SERVICE 911/E-911 INFORMATION

IMPORTANT: AIRESPRING WILL IDENTIFY ALL NUMBERS ASSOCIATED WITH THIS ACCOUNT AS BEING LOCATED AT THE PHYSICAL ADDRESS LISTED ON PAGE 1 OF THE ORDER FORM FOR PURPOSES OF PROVIDING 911 LOCATION INFORMATION.

*Are there any remote/offsite users or extensions so that additional 911 addresses are needed? NO YES -- a supplementary 911 form is required

911 NOTICE – USE OF CUSTOMER INFORMATION

CUSTOMER ACKNOWLEDGES AND AGREES THAT AIRESPRING'S SERVICE IS INTERNET BASED AND THAT 911 SERVICES ARE DIFFERENT THAN THAT OF TRADITIONAL WIRELINE SERVICE. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, THE CUSTOMER MUST PROVIDE THE TELEPHONE NUMBER ASSOCIATED WITH SERVICE FOR THE REGISTERED ADDRESS, IN THE PHYSICAL LOCATION SECTION OF THE LOCAL SERVICE 911/911E INFORMATION SHEET. CUSTOMER ACKNOWLEDGES THAT THE SIP TRUNK SERVICE MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE SAME MANNER AS TRADITIONAL WIRELINE PHONE SERVICE. CUSTOMER AGREES TO INFORM OF THE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 OR E911 DIALING. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY USE THE SERVICE THAT BASIC 911 AND E911 SERVICES WILL NOT FUNCTION IN THE CASE OF A SERVICE FAILURE FOR ANY OF THE FOLLOWING REASONS: (A) POWER FAILURES, (B) NETWORK CONGESTION OR SIGNIFICANT DEGRADATION OF CUSTOMER'S INTERNET ACCESS OR OTHER TYPES OF ACCESS SERVICE; (C) SUSPENDED OR TERMINATED BROADBAND SERVICE, (D) SUSPENSION OF SERVICES DUE TO BILLING ISSUES, AND/OR (E) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. AIRESPRING STRONGLY RECOMMENDS CUSTOMER AT ALL TIMES MAINTAINS AN ALTERNATIVE METHOD FOR PLACING EMERGENCY CALLS. CUSTOMER FURTHER ACKNOWLEDGES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS IN THE REQUISITE FORMAT MAY CAUSE ALL BASIC 911 OR E911 CALLS TO BE ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF THE SERVICE FROM A LOCATION OTHER THAN THE LOCATION TO WHICH THE SERVICE WAS ORDERED, I.E., THE "REGISTERED ADDRESS," MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. FOR THE EMERGENCY CENTER, KNOWN AS THE PUBLIC SERVICE ANSWERING POINT ("PSAP"), TO RECEIVE THE CUSTOMER'S CORRECT 911 ADDRESS INFORMATION, CUSTOMER MUST ROUTE THEIR 911 CALLS TO AIRESPRING USING DIDS WHICH ARE ASSIGNED BY AIRESPRING OR PORTED TO AIRESPRING AND SET UP BY AIRESPRING AS 911-ENABLED. IF CUSTOMER ROUTES 911 CALLS USING AIRESPRING 911-ENABLED DIDS TO ANOTHER PHONE COMPANY, THEN I) THE PSAP MAY NOT RECEIVE THE PROPER ADDRESS, AND II) THAT OTHER PHONE COMPANY MAY CHARGE CUSTOMER FOR SUCH CALL. ADDITIONALLY, 911 CALLS MUST BE ROUTED OVER A LOCAL TRUNK GROUP, NOT A LONG DISTANCE TRUNK GROUP TO AVOID CALL FAILURE. CUSTOMER MUST HAVE AT LEAST ONE 911-ENABLED AIRESPRING DID FOR EACH LOCATION, WITH THAT LOCATION'S CORRECT ADDRESS POPULATED IN AIRESPRING'S 911 DATABASE, FOR 911 DATABASE SERVICES TO OPERATE PROPERLY FOR DIDS UTILIZED AT THAT LOCATION. CUSTOMER ACKNOWLEDGES AND AGREES THAT AIRESPRING, ITS UNDERLYING CARRIERS, OR ANY OTHER THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY, OR ANSWERING OF EMERGENCY SERVICES OR IN RESPONDING TO EMERGENCY CALLS, NOR THEIR OFFICERS OR EMPLOYEES, MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, LOSS, FINE, PENALTY OR COST (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES) AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO THE PROVISION OF ALL TYPES OF EMERGENCY SERVICES TO CUSTOMER. CUSTOMER FURTHER AGREES AND ACKNOWLEDGES THAT IT IS INDEMNIFYING AND HOLDING HARMLESS AIRESPRING FROM ANY CLAIM OR ACTION FOR ANY CALLER PLACING SUCH A CALL WITHOUT REGARD TO WHETHER THE CALLER IS AN EMPLOYEE OF THE CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES TO HOLD HARMLESS AND INDEMNIFY AIRESPRING FROM ANY CLAIM OR ACTION ARISING OUT OF MISROUTES OF ANY 911 CALLS, OR WHETHER LOCAL EMERGENCY RESPONSE CENTERS OR NATIONAL EMERGENCY CALLING CENTERS ANSWER A 911 CALL OR HOW THE 911 CALLS ARE HANDLED BY ANY EMERGENCY OPERATOR INCLUDING OPERATORS OF THE NATIONAL CALL CENTER. THE LIMITATIONS APPLY TO ALL CLAIMS REGARDLESS OF WHETHER THEY ARE BASED ON BREACH OF CONTRACT, BREACH OF WARRANT, PRODUCT LIABILITY, TORT AND ANY OTHER THEORIES OF LIABILITY. END USERS WHO SUBSCRIBE TO 911 OR E911 SERVICE WILL BE REQUIRED TO REGISTER THE PHYSICAL LOCATION OF THEIR EQUIPMENT (IP PHONE, SOFTPHONE, DIGITAL TELEPHONE ADAPTER OR VIDEOPHONE) WITH AIRESPRING AND AGREE TO CALL AIRESPRING CUSTOMER SERVICE TO UPDATE THE LOCATION WHENEVER THE PHYSICAL LOCATION OF SERVICE FOR A PARTICULAR TELEPHONE NUMBER CHANGES. SOME CUSTOMERS WILL HAVE THE ABILITY TO DIRECTLY UPDATE THEIR OWN E911 LOCATION VIA AN ONLINE PORTAL. CUSTOMER IS SOLELY RESPONSIBLE FOR SETTING THE E911 LOCATION ACCURATELY TO THE CORRECT PHYSICAL LOCATION OF CUSTOMER'S EQUIPMENT (DESK PHONE, SOFTPHONE, VIDEOPHONE OR MOBILE PHONE) WITH AIRESPRING. FOR USERS OF THE AIRESPRING KEY SYSTEM TELEPHONES: TO PRESERVE THE ABILITY OF 911 OR E911 PUBLIC SAFETY PSAP PERSONNEL TO RESPOND PROPERLY, CUSTOMER / END USERS OF THE KEY SYSTEM CANNOT MOVE THEIR KEY SYSTEM PHONE TO ANOTHER STREET ADDRESS DIFFERENT FROM THE STREET ADDRESS ASSOCIATED WITH THE REGISTERED ADDRESS FOR SUCH CUSTOMER / END USER. AVAILABILITY OF 911 AND E911 SERVICES IS LIMITED TO THE FIFTY UNITED STATES OF AMERICA.

TERM AND USAGE AGREEMENT

The term of this Agreement will be for a period of *3-Year from the Start of Service Date. The Start of Service Date shall be the earlier of i) the Customer's first use of the service, ii) five (5) business days after Circuit Ready Date, regardless of whether all Services (including voice) have been turned up and regardless of Customer readiness, or iii) five (5) business days after the start of a "Customer Delay of Circuit Installation". "Circuit Ready Date" is the date the Customer's circuit is active, as notified by the underlying provider. "Customer Delay of Circuit Installation" is defined as an occurrence of Customer directly or indirectly delaying or impeding AireSpring's underlying provider from installing and/or testing Customer's access circuit/loop. Customer indirectly delays the underlying provider if the Customer site is not ready to accept Services, or if the Customer's employees, contractors, suppliers, vendors, agents, assigns, property owner, property manager, or landlord does not allow, blocks or delays AireSpring's underlying provider from installing or testing the access circuit/loop. The Customer is required to coordinate with AireSpring to install the hub site first, with each remote site to follow. Customer networking issues, whether the result of improper network design, equipment issues, or incorrect information supplied to AireSpring by or on behalf of the Customer, shall not relieve the Customer of the obligation to pay for the Service, including circuit charges, beginning on the Start of Service Date. In the event Customer places an order on hold or delays or impedes AireSpring from expeditiously submitting Customer's order to underlying carrier, Customer pricing may change as notified by AireSpring. Orders placed on hold may require customer approval to proceed with implementation. Upon completion of any initial or any renewal term commitment, or if no term is specified above, for all non-SD-WAN services this Agreement shall automatically renew for successive one-year terms. For SD-WAN services, this Agreement shall automatically renew for successive one-year terms, and in no event shall the renewal term for SD-WAN services be less than one year. Customer contracts to pay the Monthly Recurring Charges as listed above for the term of this Agreement, or \$250 per account, whichever is greater, for the term of this Agreement. By signing this Agreement, Customer agrees to pay all applicable circuit port, loop and Equipment MRC charges in advance, and any usage/overage charges in arrears. Customer's first bill shall include pro-ration of first month's service, as well as any NRC's. In the event Customer terminates this Agreement after the Start of Service Date but prior to the end of the applicable term, Customer shall pay to AireSpring on demand, as liquidated damages and not as a penalty, an Early Termination Liability charge ("ETL") equal to the sum of i) one hundred percent (100%) of the Monthly Recurring Charges ("MRCs") for loop/circuit charges for all of the months remaining in any applicable term, ii) one hundred percent (100%) of MRCs for all other charges for the remaining months in the initial twelve months of the term, iii) eighty percent (80%) of the MRCs for all other charges for the remaining months in months 13 - 24 of the term, and iv) seventy percent (70%) of the remaining MRCs for all other charges for the remaining months in the term, namely month 25 and after. With respect to Customer terminating the Agreement after the submission of paperwork to the underlying carrier but prior to the Start of Service Date, the ETL will be equivalent to Customer terminating during the initial twelve (12) months as described above. In the event Customer terminates this Agreement prior to the submission of paperwork to the underlying carrier Customer shall be subject to the following fees: \$1000 per DS-1/EOC/Broadband circuit or \$3000 per Fast-E or similar circuit. For Customer Provided Connectivity orders, Customer shall pay a cancellation fee of \$750 per location if Customer cancels the order prior to Start of Service. Additionally, a 20% restocking fee of the undiscounted, retail price of AireSpring provided devices shall apply and be paid by Customer for all equipment returned unopened to AireSpring and in original packaging within 30 days of shipment to Customer and prior to Start of Service. Equipment that has been opened or used may not be returned, and will be billed at the full undiscounted, retail price in the event Customer cancels service prior to Start of Service. AireSpring managed routers are pre-configured and sent to Customer to be self-installed, if Customer requests a professional installation AireSpring will charge Customer an installation fee of \$1000. All local loop circuit install charges are quoted with install to the Local Exchange Carrier assigned building demarcation point (Demarc). AireSpring will pass through any costs associated with extending wiring beyond the Demarc. In conjunction with the services ordered, AireSpring may provide Customer with Customer Premises Equipment (CPE) on a rental or included basis. If service is terminated for any reason, Customer must return all AireSpring and underlying carrier provided equipment within 30 days of termination, or Customer will be billed for the full new cost of the equipment. It is not necessary to return Equipment purchased by Customer. AireSpring will provide all long distance and local services. No other long distance and local providers may be used with this service. Rating of outbound calls as Local applies only to calls that utilize telephone numbers (DIDs) assigned by AireSpring or that have been ported to AireSpring's service as the originating ANI, and are displayed accordingly in the Caller ID field. The International Rate Plan Number above refers to a set of country specific rates defining costs to each international dialed location. Customer requests to block international calling does not relieve Customer from liability for all completed calls made utilizing Customer's equipment, whether authorized or unauthorized. AireSpring's fair use policy ("Fair Use Policy") as set forth below and in the Master Service Agreement is designed to prevent abuse, fraud or unreasonable exploitation of AireSpring's unlimited local and long distance service plans and unreasonable overutilization of AireSpring's facilities. AireSpring's unlimited calling plans, both long distance and local, are intended solely for normal commercial use. AireSpring's unlimited calling plans are designed only for continuous live dialog between two individuals. Unusual calling patterns, excessive called numbers and/or consistent excessive usage will each be considered an indicator that usage is exceeding normal standards. AireSpring's unlimited calling plans may not be used for auto-dialing, continuous, or extensive call forwarding, excessive conferencing, inbound/outbound centralized or distributed call center activity, inbound/outbound customer service, telemarketing (including charitable or political solicitation or polling), fax or voicemail blasting, or for continuous or extensive chat line access, or as an open telephone line as a monitor, intercom or transcription service. See AireSpring's Master Service Agreement for a complete list of prohibited uses. AireSpring has other plans applicable for such applications and businesses. It will be considered outside of AireSpring's Fair Use Policy on an unlimited calling plan for a Customer to exceed more than one-thousand (1,000) inbound, outbound or toll free local or long distance minutes per month per subscriber line, SIP trunk, hosted seat, PRI/T-1 trunk/DS0 or analog line, etc., in aggregate ("Normal Usage"). For unlimited calling plans, AireSpring shall apply a surcharge of up to \$0.04 per minute of use to the number of minutes by which Customer's usage exceeds this normal usage. All services provided to Customer by AireSpring are governed by the terms of a Master Service Agreement, which may be found at <https://airespring.com/service-terms/> and AireSpring's Acceptable Use Policy, which may be found at <https://airespring.com/service-terms/acceptable-use-policy-aup/>, both of which are incorporated into this Agreement by this reference. This Agreement represents the entire agreement between the Parties and supersedes and merges all prior offers, agreements, promises, understandings, statements, representations, warranties, indemnities and inducements to the making of this Agreement relied upon by either Party, whether written or oral, between or among Customer and AireSpring as well as AireSpring's agents, employees, and/or sales persons. This Agreement is voidable by AireSpring if the text is modified without the written or initialed consent of an AireSpring Officer. Except as may otherwise be provided herein, any amendments or modifications to this Agreement must be in writing and signed by an AireSpring Officer. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Customer hereby irrevocably submits to the personal jurisdiction of and consents to venue exclusively in any state or federal court sitting in the State of California, County of Los Angeles, in any suit, action, or proceeding arising out of or relating to this Agreement. Customer hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which such party may raise now, or hereafter have, to the laying of the venue of any such suit, action or proceeding brought in such court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. Customer hereby expressly waives the right to a trial by jury in any action or proceeding brought against customer relating to this agreement. Upon completion of any initial or renewal term commitment, (or in the event of a move, upgrade, downgrade, or change of underlying carrier,) any disconnection request by customer must be provided in writing 45 days prior to the requested disconnection date and customer will continue to be billed until after the disconnection is completed, or 45 days after disconnection notice, whichever is greater. Customer agrees that AireSpring may request credit information from third parties and authorizes the release of such information from the customer's financial institution as part of this application for credit.

Additional Terms and Conditions are incorporated herein by reference: <http://additionalterms.airespring.com/AdditionalTerms.aspx?L=72,1,83,84,90,97,103,29>

Company Name: City of Glenn Heights

*Authorized Signature

*Print Name

*Title

*Date

*Email

*Contact Number

AIRESPRING CREDIT APPLICATION

Required if Customer does not have an existing Airespring account

CONTACT & ACCOUNT INFORMATION

*CUSTOMER NAME: City of Glenn Heights			BILLING ACCOUNT NAME (IF DIFFERENT):		
*SERVICE ADDRESS: 550 E BEAR CREEK RD			BILLING ADDRESS (IF DIFFERENT):		
*CITY: GLENN HEIGHTS	*STATE: TX	*ZIP: 75154-8300	CITY:	STATE:	ZIP:
*SERVICE CONTACT/TITLE:			BILLING ADDRESS CONTACT:		
*PHONE:	FAX:		PHONE:	FAX:	
*CONTACT E-MAIL – IMPORTANT (FOR CONTACT PURPOSES ONLY):			CONTACT E-MAIL – IMPORTANT (FOR CONTACT PURPOSES ONLY):		
*FULL LEGAL NAME (PER CORPORATE CHARTER OR DBA):					
* <input type="checkbox"/> CORPORATION		* <input type="checkbox"/> GENERAL PARTNERSHIP		* <input type="checkbox"/> LIMITED PARTNERSHIP	
* <input type="checkbox"/> SOLE PROPRIETORSHIP		* <input type="checkbox"/> NONPROFIT ORGANIZATION		* <input type="checkbox"/> LIMITED LIABILITY COMPANY	
		* <input type="checkbox"/> HOME BUSINESS		* <input type="checkbox"/> OTHER:	
*INCORPORATION DATE: / - STATE:		*CURRENT SVC PROVIDER:		REQUIRED: INCLUDE COPIES OF PAYMENT SUMMARY PAGE FROM 3 RECENT BILLS FROM YOUR CURRENT SERVICE PROVIDER	
*WILL THE SERVICE PROVIDED BY AIRESPRING BE USED FOR WHOLESALE OR RESALE PURPOSES?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IS YOUR COMPANY/ORGANIZATION TAX EXEMPT? IF YES, ATTACH AIRESPRING TAX EXEMPTION FORM (OBTAIN FROM YOUR AIRESPRING AGENT)				<input type="checkbox"/> YES	<input type="checkbox"/> NO
*ESTIMATED MONTHLY USAGE:				\$	
*TYPE OF BUSINESS:			*YEARS IN BUSINESS:		
Please note: \$5 monthly fee per invoice will be charged unless paperless billing is requested. If requested, paperless billing will apply to all customer accounts.		*PAPERLESS BILLING <input type="checkbox"/> YES <input type="checkbox"/> NO		*EMAIL ADDRESS: (Must be provided for paperless billing)	

INTERNATIONAL USAGE

*OPEN INTERNATIONAL TRAFFIC TO 011 DESTINATIONS? <input type="checkbox"/> YES <input type="checkbox"/> NO	*ESTIMATED % OF INTERNATIONAL TRAFFIC: %
MAIN COUNTRIES CALLED:	

CREDIT INFORMATION

*1. OWNER/PARTNER NAME:	SOCIAL SECURITY # (NOT FEIN): - -
2. OWNER/PARTNER NAME:	SOCIAL SECURITY # (NOT FEIN): - -
Dun & Bradstreet Number:	

BANK INFORMATION

*Bank Name:	*Bank Phone Number:
*Bank Account Number:	*Bank Contact Name:

ALL ITEMS BOLD AND MARKED WITH AN ASTERISK (*) ARE MANDATORY. ORDERS MISSING MANDATORY INFORMATION MAY BE RETURNED FOR COMPLETION WITHOUT PROCESSING.

CERTIFICATION & AUTHORIZATION

I certify that all the information contained in this application and any attachments are true and correct. Service is provided under Airespring General Terms and conditions. (Please visit <https://airespring.com/service-terms/> for a complete and updated description of the terms of service.)
I AGREE THAT AIRESPRING MAY REQUEST CREDIT INFORMATION FROM THIRD PARTIES AND I AUTHORIZE THE RELEASE OF SUCH INFORMATION FROM THE CUSTOMER'S FINANCIAL INSTITUTION AS PART OF THIS APPLICATION FOR AIRESPRING CREDIT.

*Signature of Applicant:	*Printed Name of Applicant:
*Date: / /	*Title of Applicant:



LETTER OF AGENCY

Required if Porting Local Numbers

*Agent Name: Brent Vaut

*Agent ID: CNG0001

Please note – LOA should be submitted with a copy of a recent phone bill from your local provider

PHYSICAL LOCATION

*Company:
City of Glenn Heights

Billing Telephone Number:

Designated Contact:

Contact Phone Number:

*Service Address:
550 E BEAR CREEK RD

*Building:

*Suite:

*Floor / Room:

*City:
GLENN HEIGHTS

*State:
TX

*Zip:
75154-8300

*Current Local Service Provider:

ADDITIONAL BILLING TELEPHONE NUMBERS

BTN #2:

BTN #4:

BTN #3:

BTN #5:

NOTICE – USE OF CUSTOMER INFORMATION

Attached page(s) provide a complete listing of Telephone Lines to be switched to Airespring.

By signing this application contract, I am authorizing Airespring to become my new provider of network/communications service, long-distance service and/or local service (if available and selected by me). I authorize Airespring to act as my agent to make this change happen, and direct my local company to work with Airespring to affect the change.

I further certify that I am at least eighteen years of age, and that I am authorized to change telephone companies for services to the telephone numbers listed above. I am responsible for all valid Airespring charges for all usage.

*By: Name (Please print or type)

*Authorized Signature

*Date

Signing this document will result in a service provider change

		ORDER FORM AND TERM PLAN SD-WAN (with Voice) Cloud Business Phone System			*Carrier:	
*Quote ID#: 1122710135		Sales Support: 844-832-8514 Email to orders@airespring.com or Fax to 888-899-2928			*IP Provider:	
*Quote Expiration: 07/15/2020					Channel Mgr: Charlie Lomond	
*Proposal ID#: 207212					*Agent: Brent Vaut	
*OMR#:					*Agent ID: CNG0001	
*NPANXX: 972-483					*Solutions Engineer:	
				*Submitted By: Gabriel Valderrama		
IMPORTANT -- ALL BOLDED FIELDS WITH AN ASTERISK (*) MUST BE COMPLETED						
PHYSICAL LOCATION						
*Order Type: New: <input type="checkbox"/> Move: <input type="checkbox"/> Upgrade: <input type="checkbox"/>						
*Company Name: City of Glenn Heights			*Location Name: 2118 S UHL Rd		Existing Customer Number: <input type="checkbox"/> Separate bill for this location?	
*Physical Address: 2118 S UHL RD			*Suite:	*Bldg./Fl./Rm:	*Billing Address: (if different)	
*City: GLENN HEIGHTS			*State: TX	*Zip: 75154-8628	*City:	
MPOE: (Location in building where telephone company installs circuit. Eg. basement, telco closet)				*State:		Zip:
CONTACT INFORMATION						
	*Name		Title	*Phone	Mobile Phone	E-mail
*Customer Contact:						
*Technical/Vendor Contact:						
*On-Site Contact:						
THE FOLLOWING INITIALS & SIGNATURES ARE REQUIRED						
1.) Initials on all Pages at the Bottom Left.				2.) Signature on the bottom of "Term and Usage Agreement."		
3.) If Porting Numbers, signature required on "Letter of Agency," and current phone bill copies are strongly recommended.				4.) New Customers – Complete and Sign "Credit Application."		
SD-WAN INFORMATION AND PRICING						
Description		Term		Quantity		MRC
VeloCloud SD-WAN - Up to 50 Mb/s of In-Tunnel Bandwidth (Up and Down Combined) "Up and Down Combined" is the sum of the upload and download speeds of all In-Tunnel Traffic.		3-Year		1		\$110.00
AireSpring Gateway Access - 50 Mb/s - Maximum Licensed In-Tunnel Bandwidth (Up and Down Combined) Promotional Offer. Required for Access to AireSpring Gateways		3-Year		1		\$0.00
VeloCloud Edge 610 Supports up to [250 Mb/s] of Maximum Throughput (defined as the aggregate of all traffic flows to and from a device – Up and Down Combined)		3-Year		1		\$0.00
High Availability Edge devices include both the primary edge and a hot stand-by edge (2 devices).						
SD-WAN service reconfiguration and/or upgrade fee: \$400. Applies if firewall added to SD-WAN service after the initial start of service.						
For Cisco Meraki, at the end of the initial or any renewal term if Customer does not renew the service prior to the end of the term, the service will cease to operate.						
If Licensed bandwidth is exceeded, AireSpring may upgrade the License to match actual usage.						
*Ground Shipping & Handling: ICB - (Expedited Shipping Additional)						

*Customer Initial: _____

CIRCUIT INFORMATION AND PRICING

*Site NPA/NXX: 972-483			*Term: 3-Year		
*Capacity	IP Provider	*Loop MRC	*Loop NRC	*Port MRC	*Port NRC
F-E 50	AT&T	\$108.18	\$0.00	\$420.00	\$0.00
*Managed Router MRC:			*Managed Router NRC:		
Broadband connectivity speeds are listed as BB in the Capacity Field.			Satellite connectivity speeds are listed as SAT in the Capacity Field		

EXISTING CONNECTIONS

Carrier (e.g. ACME Telecom)	Circuit Type (e.g Fast-E, Broadband, etc.)	Download Speed (Mbps)	Upload Speed (Mbps)

OPTIONAL ROUTER UPGRADES

Device	WAN/LAN Ports	AC Power	1 Year MRC	2 Year MRC	3 Year MRC
(Default)* Router: ADTRAN 908e	1 RJ45 Gig-E, 2 RJ45 Fast-E	110 VAC	\$0.00	\$0.00	\$0.00
Upgrade to: NetVanta 6250	1 Combo** SFP/RJ45 Gig-E, 3 RJ45 Fast-E	110 VAC	\$120.00	\$65.00	\$45.00
Upgrade to: NetVanta 6360	1 SFP Gig-E, 1 Combo** SFP/RJ45 Gig-E, 3 RJ45 Gig-E	110-240 VAC	\$180.00	\$95.00	\$65.00

*Default router model may change at Airespring's discretion

**Use of the SFP port disables the corresponding RJ45 port

ADDITIONAL OPTIONAL ROUTERS

Device	WAN/LAN Ports	AC Power	1 Year MRC		2 Year MRC		3 Year MRC	
			MRC	NRC	MRC	NRC	MRC	NRC
ADTRAN 908e	1 RJ45 Gig-E, 2 RJ45 Fast-E	110 VAC	\$100.00	\$50.00	\$50.00	\$50.00	\$35.00	\$0.00
NetVanta 6250	1 Combo* SFP/RJ45 Gig-E, 3 RJ45 Fast-E	110 VAC	\$210.00	\$100.00	\$105.00	\$100.00	\$75.00	\$0.00
NetVanta 6360	1 SFP Gig-E, 1 Combo* SFP/RJ45 Gig-E, 3 RJ45 Gig-E	110-240 VAC	\$260.00	\$170.00	\$135.00	\$100.00	\$95.00	\$0.00
ADTRAN 1544p	24 fixed Gig-E ports and four 2.5 Gbps SFP ports	110-240 VAC	\$270.00	\$180.00	\$145.00	\$180.00	\$110.00	\$0.00

*Use of the SFP port disables the corresponding RJ45 port

DEMARC EXTENSION CHARGES

\$300.00 per T1 -- includes up to 2 hours of labor and 100 feet of Cat5e cable.
 Additional labor: \$125.00 per hour, billed in 15 minute increments. Additional Cat5e cable: \$.25 per foot.
 Fiber and EOC demarc extensions – ICB pricing

INSTALL TIMEFRAMES AND EXPEDITES

Customer understands and accepts the following estimated installation timeframes:
 90 days for services which utilize a Fast-E circuit, 120 days for services which utilize a Gig-E circuit, 60 days for services which utilize all other circuit types. Actual installation timelines vary by underlying carrier and loop provider and are dependent on multiple factors, including construction requirements, availability of facilities and other variables.

Paid Expedites: Customer may request an expedite for an additional fee. All expedites must be approved by Airespring.

NOTE: Airespring cannot ever guarantee any installation timeframes including paid expedites.

NOTES

In the event customer changes a scheduled due date less than six business days from the due date, customer will be assessed a rescheduling fee. Please be advised that changes to a scheduled due date can impact service delivery timelines.

Faxing, Alarm Lines, Modem Lines, DSL Lines, Credit Card Processing and Elevator Lines are not supported on Airespring's Long Distance Network. Customer should utilize alternative network options for non-voice lines and for completion of inbound and outbound fax calls. Customer is required to identify in advance all non-voice lines (fax, alarm, modem, etc.) that are intended to utilize Airespring service.

**CLOUD COMMUNICATION SERVICES:
AIREPBX CLOUD BUSINESS PHONE SYSTEM**

AIRESPRING VOICE SERVICES

Zone	Service	Quantity	MRC	NRC
	AirePBX Business Seat	12	\$180.00	\$0.00
	Analog Lines (Max. 8)	0	\$0.00	\$0.00
	Virtual Private Numbers (Max. 20)	0	\$0.00	\$0.00

DOMESTIC USAGE RATES & PLANS

USAGE PLANS <i>US 48 States incl. Local Toll, Intrastate, Interstate</i> Unlimited Outbound plans require a subscription of all seats/lines/trunks ordered.	Cost	Quantity	Total
Unlimited Outbound & 6,000 Toll Free Minutes	\$24.00	1	\$24.00
LONG DISTANCE & TOLL FREE RATE IF NO PLAN SELECTED OR FOR EXCESS MINUTES: \$0.025	FREE LOCAL CALLING (Excludes Local Toll)	INTER-OFFICE ON-NET CALLING – Free between locations utilizing Airespring Local Network Services and Airespring assigned Local Service DIDs	

INTERNATIONAL AND OFFSHORE RATES

INTERNATIONAL (011 Calls Only) <i>(Customer is responsible for all International traffic, including fraud.)</i>	*INT'L RATE PLAN #3 Rates are provided here: International Rates	<input type="checkbox"/> Block International (See Terms of Service for limitation of liability)	OFFSHORE: Rates are provided at Offshore Rates
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AIRESPRING SUPPLIED IP PBX PHONES*

<ul style="list-style-type: none"> AirePBX is only supported with Airespring supplied equipment. 3-year discounted phones may not exceed the number of 3-year seats selected. 		<ul style="list-style-type: none"> Customer may only order phones of the same brand (does not apply to conference phones) Unless indicated, phones do not include a power supply. 			
Model	Description	Term	Quantity	MRC	NRC
Polycom VVX 350	6-Line Gigabit Phone with HD Voice (Supports PoE - Does not include power adapter)	Purchase (3-Year Contract)	12	\$0.00	\$0.00

SALES TAX and OTHER SURCHARGES will be BILLED UPFRONT on any free phones.

S&H CHARGES <i>(Applies to All Phones)</i>	# Of Phones	Ground Shipping	Additional Charges for Expedited Shipping
	1 to 3	\$18.95	
	Above 3	\$5 per phone	

AIRESPRING DEVICES

Model	Description	Term	Quantity	MRC	NRC
10-Port Gigabit Managed Switch (PoE)		Rental	1	\$26.00	\$0.00

*Minimum one (1) year management fee MRC required if purchasing BEC or CradlePoint.	*Shipping & Handling per BEC / CradlePoint: (Ground Shipping) \$24.73 NRC	Shipping & Handling per Switch: (Ground Shipping) \$20.00 NRC	Additional Charges for Expedited Shipping
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*Airespring Warranty (Applicable to all rentals) – Device warranty is extended for the period of the customer's contract and is subject to AireSpring's terms and conditions.
 *Manufacturer Warranty (Applicable to all purchases) – Device warranty is covered under the manufacturer's warranty period and is subject to AireSpring's terms and conditions.
 *PURCHASE with 3 YEAR CONTRACT – Special offer only available for new service. Add-on service requires extension of all services under contract for 3 years from date of add-on.
 *Sales Tax based on the Full Retail Purchase Price will apply.

TOLL FREE NUMBERS					
Toll Free Numbers (1-50 Numbers)	MRC per Number	NRC per Number	Quantity: 0	MRC: \$0.00	NRC: \$0.00
	\$1.00	\$5.00			
Toll Free Numbers (above 50)	MRC per Number	NRC per Number	Quantity:	MRC:	NRC:
	\$0.50	\$1.00			
Are you transferring existing Toll Free Numbers? (If Yes, Toll Free Service RespOrg Form will be required.)			<input type="checkbox"/> YES	Quantity:	<input type="checkbox"/> NO

ADDITIONAL SERVICES				
Description	Term	Quantity	MRC	NRC

Firewall service reconfiguration and/or upgrade fee: \$400. Applies if SD-WAN added to firewall service after the initial start of service.
For more information on firewall throughput and user guidelines, [click here.](#)

AIRETXT SMS SERVICES					
Text to/from Landline or Toll Free	Quantity	MRC	NRC	Inbound Outbound	Overage Rate per SMS
Initial Line + Message Bundle	Select from Dropdown	\$10.00	\$10.00	1000 Messages included	\$0.025
Additional Lines		\$1.00	\$1.00	N/A	N/A
Additional Message Bundles (Messages are shared across all lines ordered)		\$5.00	\$5.00	500 Messages included	\$0.025

OTHER SERVICES / FEATURES / FEES	CHARGES	
	MRC	NRC
Local Directory Assistance and Long Distance Directory Assistance	\$1.99 per call	
Initial Directory Listing (Simple)	No Charge	
Additional Directory Listing	\$5.00 per Listing	\$5.00 per Listing
Outbound Caller Name (CNAM)	\$3.00 per Number	\$3.00 per Number
Inbound Caller ID Name <small>Note: All trunks must be subscribed</small>	\$1.00 per Trunk	\$1.00 per Trunk
Account Codes - Non-verified – Must be used on all calls	\$25.00 per Location	\$75.00 per Location
Account Codes - Verified – Must be used on all calls (up to 50; greater than 50 is subject to project fee)	\$50.00 per Location	\$150.00 per Location
Software, Trunk Group or Routing Change Order Fee (Off hours and weekend work ICB)	(Applicable MRC)	\$75 per Change Order
Additional Trunk or Hunt Group(s) (Initial Trunk or Hunt Group – No Charge)	\$5.00 per Group	\$5.00 per Group
Replacement Routers / Hardware	Shipment of replacement routers or hardware to be paid by customer	
Do you need Account Codes?	<input type="checkbox"/> Verified or <input type="checkbox"/> Non-verified	<input type="checkbox"/> NO

LOCAL NUMBER PORTING (LNP)		
Local Number Porting (LNP) of Phone Numbers	Verizon provided – \$0.00 NRC per Number	Other Providers -- \$3.00 NRC per Number
LNP Change or Cancellation – Greater than 48 Hours	\$6.00 NRC per Number	
LNP Change or Cancellation – Less than 48 Hours	\$75.00 NRC per Number	
Snapback to Prior Carrier (after completed porting)	\$300.00 NRC per Number	
Local Number Porting (LNP) of Virtual Private Numbers (If VPN is in a different Rate Center as Location)	\$25 NRC per Number	

*Customer Initial: _____

AIRESPRING CONFIGURATION AND TRAINING

Includes 2 Hours of Remote Configuration and Training, which should be sufficient for Standard Configurations.
 Custom Configurations may take longer than the included 2 hours (Examples: Custom Auto-Attendant, Music on Hold, Multi-line Hunt Groups, Etc.)
 Configurations and Training exceeding the included 2 hours will be billed at \$150 per hour

IP ADDRESS INFORMATION

All IP addresses are subject to approval from the underlying provider based on an IP Address Justification Form completed by customer. All prices MRC unless otherwise noted.

CIDR	Public IPs	Usable IPs	AireSpring IP	Altice (Fiber)	AT&T (ABF/DSL)	Comcast (Fiber)	Comcast (Cable)	Cox (Cable)	GCAP/ Megapath	Lighttower	Spectrum (Fiber)	Spectrum (Cable)	TPAC	Verizon (FTTI)	Windstream	Zayo
/31	2	1	Free	Free	Free	\$20	Free	Free	Free	Free	Free	Free	Free	Free	Free	Free
/29	8	5	\$20	\$35	Free	\$25	\$15	Free	\$5	\$24	\$35	\$25	Free	\$14	\$20	Free
/28	16	13	\$35	\$50	\$20	\$30	\$35	\$25	\$10	\$48	\$50	\$40	\$10	\$35	\$32	\$48
/27	32	29	\$55	\$65	ICB	\$50	ICB	\$50	\$15	\$96	\$80	\$60	\$15	\$56	\$56	\$96
/26	64	61	\$100	\$75	ICB	\$75	ICB	\$75	\$20	\$192	\$100	N/A	\$25	\$84	\$96	\$192
/25	128	125	\$200	\$150	ICB	\$100	ICB	ICB	\$25	\$384	\$150	N/A	\$50	\$133	\$160	\$389
/24	256	253	\$250	\$300	ICB	\$200	ICB	ICB	\$50	\$768	\$200	N/A	\$100	ICB	ICB	\$769
ICB	> 256	ICB	N/A	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	N/A	ICB	ICB	ICB	ICB

Orders of up to 256 IP Addresses from AT&T Fiber/DS1, CenturyLink Fiber/DS1, FairPoint, Verizon Fiber/DS1, Cox Fiber, Frontier Fiber, and XO are free. Orders of more than 256 IP Addresses are ICB.

*If Customer is using Airespring CPE one usable IP address must be assigned to this CPE.

SUMMARY TOTALS

Total MRC *: \$868.18

*Total does not include any services or equipment not ordered, as well as AireTXT, Domestic / International / Offshore Usage (excluding bundles), Other Services / Features / Fees, LNP, Configuration and Training, Shipping, Expedite Fees, Demarc Extension Charges, or IP Addresses.

Total NRC*: \$0.00

*Total does not include any services or equipment not ordered, as well as AireTXT, Domestic / International / Offshore Usage (excluding bundles), Other Services / Features / Fees, LNP, Configuration and Training, Shipping, Expedite Fees, Demarc Extension Charges, or IP Addresses.

Charges do not include additional surcharges and government mandated taxes. A full list of current Airespring surcharges may be found at: <https://airespring.com/regulatory-charges-and-surcharges/>

DIRECTORY LISTING / DIRECTORY ASSISTANCE

Street Address: 2118 S UHL RD	Type of Business/Organization:	
City: GLENN HEIGHTS	State: TX	Zip: 75154-8628

TRANSACTION TYPE

No Directory Listing Requested
 New

CLASS OF SERVICE

Business
 County
 State
 US Government
 Military
 School

Community/Book: Include in Yellow Pages -- Heading(s):

Type of Listing *	Listing Request **			Indent Levels (0-6) <i>(Captions only)</i>	Listed Name <i>(or Caption)</i>	Listed Address	Listed Phone Number
	Listed	Non-Listed	Non-Published				
Main <i>(included)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

* Indicate: Main, Additional, Caption, or Foreign.

** Indicate: Listed, Non-listed (excluded from printed Directory only), Non-published (excluded from printed Directory and Directory Assistance)

LOCAL SERVICE 911/E-911 INFORMATION

IMPORTANT: AIRESPRING WILL IDENTIFY ALL NUMBERS ASSOCIATED WITH THIS ACCOUNT AS BEING LOCATED AT THE PHYSICAL ADDRESS LISTED ON PAGE 1 OF THE ORDER FORM FOR PURPOSES OF PROVIDING 911 LOCATION INFORMATION.

*Are there any remote/offsite users or extensions so that additional 911 addresses are needed? NO YES -- a supplementary 911 form is required

911 NOTICE – USE OF CUSTOMER INFORMATION

CUSTOMER ACKNOWLEDGES AND AGREES THAT AIRESPRING'S SERVICE IS INTERNET BASED AND THAT 911 SERVICES ARE DIFFERENT THAN THAT OF TRADITIONAL WIRELINE SERVICE. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, THE CUSTOMER MUST PROVIDE THE TELEPHONE NUMBER ASSOCIATED WITH SERVICE FOR THE REGISTERED ADDRESS, IN THE PHYSICAL LOCATION SECTION OF THE LOCAL SERVICE 911/911E INFORMATION SHEET. CUSTOMER ACKNOWLEDGES THAT THE SIP TRUNK SERVICE MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE SAME MANNER AS TRADITIONAL WIRELINE PHONE SERVICE. CUSTOMER AGREES TO INFORM OF THE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 OR E911 DIALING. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY USE THE SERVICE THAT BASIC 911 AND E911 SERVICES WILL NOT FUNCTION IN THE CASE OF A SERVICE FAILURE FOR ANY OF THE FOLLOWING REASONS: (A) POWER FAILURES, (B) NETWORK CONGESTION OR SIGNIFICANT DEGRADATION OF CUSTOMER'S INTERNET ACCESS OR OTHER TYPES OF ACCESS SERVICE; (C) SUSPENDED OR TERMINATED BROADBAND SERVICE, (D) SUSPENSION OF SERVICES DUE TO BILLING ISSUES, AND/OR (E) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. AIRESPRING STRONGLY RECOMMENDS CUSTOMER AT ALL TIMES MAINTAINS AN ALTERNATIVE METHOD FOR PLACING EMERGENCY CALLS. CUSTOMER FURTHER ACKNOWLEDGES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS IN THE REQUISITE FORMAT MAY CAUSE ALL BASIC 911 OR E911 CALLS TO BE ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF THE SERVICE FROM A LOCATION OTHER THAN THE LOCATION TO WHICH THE SERVICE WAS ORDERED, I.E., THE "REGISTERED ADDRESS," MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. FOR THE EMERGENCY CENTER, KNOWN AS THE PUBLIC SERVICE ANSWERING POINT ("PSAP"), TO RECEIVE THE CUSTOMER'S CORRECT 911 ADDRESS INFORMATION, CUSTOMER MUST ROUTE THEIR 911 CALLS TO AIRESPRING USING DIDS WHICH ARE ASSIGNED BY AIRESPRING OR PORTED TO AIRESPRING AND SET UP BY AIRESPRING AS 911-ENABLED. IF CUSTOMER ROUTES 911 CALLS USING AIRESPRING 911-ENABLED DIDS TO ANOTHER PHONE COMPANY, THEN I) THE PSAP MAY NOT RECEIVE THE PROPER ADDRESS, AND II) THAT OTHER PHONE COMPANY MAY CHARGE CUSTOMER FOR SUCH CALL. ADDITIONALLY, 911 CALLS MUST BE ROUTED OVER A LOCAL TRUNK GROUP, NOT A LONG DISTANCE TRUNK GROUP TO AVOID CALL FAILURE. CUSTOMER MUST HAVE AT LEAST ONE 911-ENABLED AIRESPRING DID FOR EACH LOCATION, WITH THAT LOCATION'S CORRECT ADDRESS POPULATED IN AIRESPRING'S 911 DATABASE, FOR 911 DATABASE SERVICES TO OPERATE PROPERLY FOR DIDS UTILIZED AT THAT LOCATION. CUSTOMER ACKNOWLEDGES AND AGREES THAT AIRESPRING, ITS UNDERLYING CARRIERS, OR ANY OTHER THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY, OR ANSWERING OF EMERGENCY SERVICES OR IN RESPONDING TO EMERGENCY CALLS, NOR THEIR OFFICERS OR EMPLOYEES, MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, LOSS, FINE, PENALTY OR COST (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES) AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO THE PROVISION OF ALL TYPES OF EMERGENCY SERVICES TO CUSTOMER. CUSTOMER FURTHER AGREES AND ACKNOWLEDGES THAT IT IS INDEMNIFYING AND HOLDING HARMLESS AIRESPRING FROM ANY CLAIM OR ACTION FOR ANY CALLER PLACING SUCH A CALL WITHOUT REGARD TO WHETHER THE CALLER IS AN EMPLOYEE OF THE CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES TO HOLD HARMLESS AND INDEMNIFY AIRESPRING FROM ANY CLAIM OR ACTION ARISING OUT OF MISROUTES OF ANY 911 CALLS, OR WHETHER LOCAL EMERGENCY RESPONSE CENTERS OR NATIONAL EMERGENCY CALLING CENTERS ANSWER A 911 CALL OR HOW THE 911 CALLS ARE HANDLED BY ANY EMERGENCY OPERATOR INCLUDING OPERATORS OF THE NATIONAL CALL CENTER. THE LIMITATIONS APPLY TO ALL CLAIMS REGARDLESS OF WHETHER THEY ARE BASED ON BREACH OF CONTRACT, BREACH OF WARRANT, PRODUCT LIABILITY, TORT AND ANY OTHER THEORIES OF LIABILITY. END USERS WHO SUBSCRIBE TO 911 OR E911 SERVICE WILL BE REQUIRED TO REGISTER THE PHYSICAL LOCATION OF THEIR EQUIPMENT (IP PHONE, SOFTPHONE, DIGITAL TELEPHONE ADAPTER OR VIDEOPHONE) WITH AIRESPRING AND AGREE TO CALL AIRESPRING CUSTOMER SERVICE TO UPDATE THE LOCATION WHENEVER THE PHYSICAL LOCATION OF SERVICE FOR A PARTICULAR TELEPHONE NUMBER CHANGES. SOME CUSTOMERS WILL HAVE THE ABILITY TO DIRECTLY UPDATE THEIR OWN E911 LOCATION VIA AN ONLINE PORTAL. CUSTOMER IS SOLELY RESPONSIBLE FOR SETTING THE E911 LOCATION ACCURATELY TO THE CORRECT PHYSICAL LOCATION OF CUSTOMER'S EQUIPMENT (DESK PHONE, SOFTPHONE, VIDEOPHONE OR MOBILE PHONE) WITH AIRESPRING. FOR USERS OF THE AIRESPRING KEY SYSTEM TELEPHONES: TO PRESERVE THE ABILITY OF 911 OR E911 PUBLIC SAFETY PSAP PERSONNEL TO RESPOND PROPERLY, CUSTOMER / END USERS OF THE KEY SYSTEM CANNOT MOVE THEIR KEY SYSTEM PHONE TO ANOTHER STREET ADDRESS DIFFERENT FROM THE STREET ADDRESS ASSOCIATED WITH THE REGISTERED ADDRESS FOR SUCH CUSTOMER / END USER. AVAILABILITY OF 911 AND E911 SERVICES IS LIMITED TO THE FIFTY UNITED STATES OF AMERICA.

TERM AND USAGE AGREEMENT

The term of this Agreement will be for a period of *3-Year from the Start of Service Date. The Start of Service Date shall be the earlier of i) the Customer's first use of the service, ii) five (5) business days after Circuit Ready Date, regardless of whether all Services (including voice) have been turned up and regardless of Customer readiness, or iii) five (5) business days after the start of a "Customer Delay of Circuit Installation". "Circuit Ready Date" is the date the Customer's circuit is active, as notified by the underlying provider. "Customer Delay of Circuit Installation" is defined as an occurrence of Customer directly or indirectly delaying or impeding AireSpring's underlying provider from installing and/or testing Customer's access circuit/loop. Customer indirectly delays the underlying provider if the Customer site is not ready to accept Services, or if the Customer's employees, contractors, suppliers, vendors, agents, assigns, property owner, property manager, or landlord does not allow, blocks or delays AireSpring's underlying provider from installing or testing the access circuit/loop. The Customer is required to coordinate with AireSpring to install the hub site first, with each remote site to follow. Customer networking issues, whether the result of improper network design, equipment issues, or incorrect information supplied to AireSpring by or on behalf of the Customer, shall not relieve the Customer of the obligation to pay for the Service, including circuit charges, beginning on the Start of Service Date. In the event Customer places an order on hold or delays or impedes AireSpring from expeditiously submitting Customer's order to underlying carrier, Customer pricing may change as notified by AireSpring. Orders placed on hold may require customer approval to proceed with implementation. Upon completion of any initial or any renewal term commitment, or if no term is specified above, for all non-SD-WAN services this Agreement shall automatically renew for successive one-year terms. For SD-WAN services, this Agreement shall automatically renew for successive one-year terms, and in no event shall the renewal term for SD-WAN services be less than one year. Customer contracts to pay the Monthly Recurring Charges as listed above for the term of this Agreement, or \$250 per account, whichever is greater, for the term of this Agreement. By signing this Agreement, Customer agrees to pay all applicable circuit port, loop and Equipment MRC charges in advance, and any usage/overage charges in arrears. Customer's first bill shall include pro-ration of first month's service, as well as any NRC's. In the event Customer terminates this Agreement after the Start of Service Date but prior to the end of the applicable term, Customer shall pay to AireSpring on demand, as liquidated damages and not as a penalty, an Early Termination Liability charge ("ETL") equal to the sum of i) one hundred percent (100%) of the Monthly Recurring Charges ("MRCs") for loop/circuit charges for all of the months remaining in any applicable term, ii) one hundred percent (100%) of MRCs for all other charges for the remaining months in the initial twelve months of the term, iii) eighty percent (80%) of the MRCs for all other charges for the remaining months in months 13 - 24 of the term, and iv) seventy percent (70%) of the remaining MRCs for all other charges for the remaining months in the term, namely month 25 and after. With respect to Customer terminating the Agreement after the submission of paperwork to the underlying carrier but prior to the Start of Service Date, the ETL will be equivalent to Customer terminating during the initial twelve (12) months as described above. In the event Customer terminates this Agreement prior to the submission of paperwork to the underlying carrier Customer shall be subject to the following fees: \$1000 per DS-1/EOC/Broadband circuit or \$3000 per Fast-E or similar circuit. For Customer Provided Connectivity orders, Customer shall pay a cancellation fee of \$750 per location if Customer cancels the order prior to Start of Service. Additionally, a 20% restocking fee of the undiscounted, retail price of AireSpring provided devices shall apply and be paid by Customer for all equipment returned unopened to AireSpring and in original packaging within 30 days of shipment to Customer and prior to Start of Service. Equipment that has been opened or used may not be returned, and will be billed at the full undiscounted, retail price in the event Customer cancels service prior to Start of Service. AireSpring managed routers are pre-configured and sent to Customer to be self-installed, if Customer requests a professional installation AireSpring will charge Customer an installation fee of \$1000. All local loop circuit install charges are quoted with install to the Local Exchange Carrier assigned building demarcation point (Demarc). AireSpring will pass through any costs associated with extending wiring beyond the Demarc. In conjunction with the services ordered, AireSpring may provide Customer with Customer Premises Equipment (CPE) on a rental or included basis. If service is terminated for any reason, Customer must return all AireSpring and underlying carrier provided equipment within 30 days of termination, or Customer will be billed for the full new cost of the equipment. It is not necessary to return Equipment purchased by Customer. AireSpring will provide all long distance and local services. No other long distance and local providers may be used with this service. Rating of outbound calls as Local applies only to calls that utilize telephone numbers (DIDs) assigned by AireSpring or that have been ported to AireSpring's service as the originating ANI, and are displayed accordingly in the Caller ID field. The International Rate Plan Number above refers to a set of country specific rates defining costs to each international dialed location. Customer requests to block international calling does not relieve Customer from liability for all completed calls made utilizing Customer's equipment, whether authorized or unauthorized. AireSpring's fair use policy ("Fair Use Policy") as set forth below and in the Master Service Agreement is designed to prevent abuse, fraud or unreasonable exploitation of AireSpring's unlimited local and long distance service plans and unreasonable overutilization of AireSpring's facilities. AireSpring's unlimited calling plans, both long distance and local, are intended solely for normal commercial use. AireSpring's unlimited calling plans are designed only for continuous live dialog between two individuals. Unusual calling patterns, excessive called numbers and/or consistent excessive usage will each be considered an indicator that usage is exceeding normal standards. AireSpring's unlimited calling plans may not be used for auto-dialing, continuous, or extensive call forwarding, excessive conferencing, inbound/outbound centralized or distributed call center activity, inbound/outbound customer service, telemarketing (including charitable or political solicitation or polling), fax or voicemail blasting, or for continuous or extensive chat line access, or as an open telephone line as a monitor, intercom or transcription service. See AireSpring's Master Service Agreement for a complete list of prohibited uses. AireSpring has other plans applicable for such applications and businesses. It will be considered outside of AireSpring's Fair Use Policy on an unlimited calling plan for a Customer to exceed more than one-thousand (1,000) inbound, outbound or toll free local or long distance minutes per month per subscriber line, SIP trunk, hosted seat, PRI/T-1 trunk/DS0 or analog line, etc., in aggregate ("Normal Usage"). For unlimited calling plans, AireSpring shall apply a surcharge of up to \$0.04 per minute of use to the number of minutes by which Customer's usage exceeds this normal usage. All services provided to Customer by AireSpring are governed by the terms of a Master Service Agreement, which may be found at <https://airespring.com/service-terms/> and AireSpring's Acceptable Use Policy, which may be found at <https://airespring.com/service-terms/acceptable-use-policy-aup/>, both of which are incorporated into this Agreement by this reference. This Agreement represents the entire agreement between the Parties and supersedes and merges all prior offers, agreements, promises, understandings, statements, representations, warranties, indemnities and inducements to the making of this Agreement relied upon by either Party, whether written or oral, between or among Customer and AireSpring as well as AireSpring's agents, employees, and/or sales persons. This Agreement is voidable by AireSpring if the text is modified without the written or initialed consent of an AireSpring Officer. Except as may otherwise be provided herein, any amendments or modifications to this Agreement must be in writing and signed by an AireSpring Officer. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Customer hereby irrevocably submits to the personal jurisdiction of and consents to venue exclusively in any state or federal court sitting in the State of California, County of Los Angeles, in any suit, action, or proceeding arising out of or relating to this Agreement. Customer hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which such party may raise now, or hereafter have, to the laying of the venue of any such suit, action or proceeding brought in such court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. Customer hereby expressly waives the right to a trial by jury in any action or proceeding brought against customer relating to this agreement. Upon completion of any initial or renewal term commitment, (or in the event of a move, upgrade, downgrade, or change of underlying carrier,) any disconnection request by customer must be provided in writing 45 days prior to the requested disconnection date and customer will continue to be billed until after the disconnection is completed, or 45 days after disconnection notice, whichever is greater. Customer agrees that AireSpring may request credit information from third parties and authorizes the release of such information from the customer's financial institution as part of this application for credit.

Additional Terms and Conditions are incorporated herein by reference: <http://additionalterms.airespring.com/AdditionalTerms.aspx?L=72,1,83,84,90,97,103,29>

Company Name: City of Glenn Heights

*Authorized Signature

*Print Name

*Title

*Date

*Email

*Contact Number

AIRESPRING CREDIT APPLICATION

Required if Customer does not have an existing Airespring account

CONTACT & ACCOUNT INFORMATION

*CUSTOMER NAME: City of Glenn Heights			BILLING ACCOUNT NAME (IF DIFFERENT):		
*SERVICE ADDRESS: 2118 S UHL RD			BILLING ADDRESS (IF DIFFERENT):		
*CITY: GLENN HEIGHTS	*STATE: TX	*ZIP: 75154-8628	CITY:	STATE:	ZIP:
*SERVICE CONTACT/TITLE:			BILLING ADDRESS CONTACT:		
*PHONE:	FAX:		PHONE:	FAX:	
*CONTACT E-MAIL – IMPORTANT (FOR CONTACT PURPOSES ONLY):			CONTACT E-MAIL – IMPORTANT (FOR CONTACT PURPOSES ONLY):		
*FULL LEGAL NAME (PER CORPORATE CHARTER OR DBA):					
* <input type="checkbox"/> CORPORATION		* <input type="checkbox"/> GENERAL PARTNERSHIP		* <input type="checkbox"/> LIMITED PARTNERSHIP	
* <input type="checkbox"/> SOLE PROPRIETORSHIP		* <input type="checkbox"/> NONPROFIT ORGANIZATION		* <input type="checkbox"/> LIMITED LIABILITY COMPANY	
		* <input type="checkbox"/> HOME BUSINESS		* <input type="checkbox"/> OTHER:	
*INCORPORATION DATE: / - STATE:		*CURRENT SVC PROVIDER:		REQUIRED: INCLUDE COPIES OF PAYMENT SUMMARY PAGE FROM 3 RECENT BILLS FROM YOUR CURRENT SERVICE PROVIDER	
*WILL THE SERVICE PROVIDED BY AIRESPRING BE USED FOR WHOLESALE OR RESALE PURPOSES?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IS YOUR COMPANY/ORGANIZATION TAX EXEMPT? IF YES, ATTACH AIRESPRING TAX EXEMPTION FORM (OBTAIN FROM YOUR AIRESPRING AGENT)				<input type="checkbox"/> YES	<input type="checkbox"/> NO
*ESTIMATED MONTHLY USAGE:				\$	
*TYPE OF BUSINESS:			*YEARS IN BUSINESS:		
Please note: \$5 monthly fee per invoice will be charged unless paperless billing is requested. If requested, paperless billing will apply to all customer accounts.		*PAPERLESS BILLING <input type="checkbox"/> YES <input type="checkbox"/> NO		*EMAIL ADDRESS: (Must be provided for paperless billing)	

INTERNATIONAL USAGE

*OPEN INTERNATIONAL TRAFFIC TO 011 DESTINATIONS? <input type="checkbox"/> YES <input type="checkbox"/> NO	*ESTIMATED % OF INTERNATIONAL TRAFFIC: %
MAIN COUNTRIES CALLED:	

CREDIT INFORMATION

*1. OWNER/PARTNER NAME:	SOCIAL SECURITY # (NOT FEIN): - -
2. OWNER/PARTNER NAME:	SOCIAL SECURITY # (NOT FEIN): - -
Dun & Bradstreet Number:	

BANK INFORMATION

*Bank Name:	*Bank Phone Number:
*Bank Account Number:	*Bank Contact Name:

ALL ITEMS BOLD AND MARKED WITH AN ASTERISK (*) ARE MANDATORY. ORDERS MISSING MANDATORY INFORMATION MAY BE RETURNED FOR COMPLETION WITHOUT PROCESSING.

CERTIFICATION & AUTHORIZATION

I certify that all the information contained in this application and any attachments are true and correct. Service is provided under Airespring General Terms and conditions. (Please visit <https://airespring.com/service-terms/> for a complete and updated description of the terms of service.)
I AGREE THAT AIRESPRING MAY REQUEST CREDIT INFORMATION FROM THIRD PARTIES AND I AUTHORIZE THE RELEASE OF SUCH INFORMATION FROM THE CUSTOMER'S FINANCIAL INSTITUTION AS PART OF THIS APPLICATION FOR AIRESPRING CREDIT.

*Signature of Applicant:	*Printed Name of Applicant:
*Date: / /	*Title of Applicant:



LETTER OF AGENCY

Required if Porting Local Numbers

*Agent Name: Brent Vaut

*Agent ID: CNG0001

Please note – LOA should be submitted with a copy of a recent phone bill from your local provider

PHYSICAL LOCATION

*Company:
City of Glenn Heights

Billing Telephone Number:

Designated Contact:

Contact Phone Number:

*Service Address:
2118 S UHL RD

*Building:

*Suite:

*Floor / Room:

*City:
GLENN HEIGHTS

*State:
TX

*Zip:
75154-8628

*Current Local Service Provider:

ADDITIONAL BILLING TELEPHONE NUMBERS

BTN #2:

BTN #4:

BTN #3:

BTN #5:

NOTICE – USE OF CUSTOMER INFORMATION

Attached page(s) provide a complete listing of Telephone Lines to be switched to Airespring.

By signing this application contract, I am authorizing Airespring to become my new provider of network/communications service, long-distance service and/or local service (if available and selected by me). I authorize Airespring to act as my agent to make this change happen, and direct my local company to work with Airespring to affect the change.

I further certify that I am at least eighteen years of age, and that I am authorized to change telephone companies for services to the telephone numbers listed above. I am responsible for all valid Airespring charges for all usage.

*By: Name (Please print or type)

*Authorized Signature

*Date

Signing this document will result in a service provider change

Master Service Agreement

Service Terms Master Service Agreement

1. Scope: The terms and conditions in this Master Service Agreement (“MSA” or “Service Agreement”) shall be binding upon any Airespring Service Order, namely the Airespring Order Form (“ASO”), and together with the terms and conditions in each ASO, any supplemental terms and conditions, including exhibits and Service Level Agreements, Airespring’s Acceptable Use Policy (“AUP”) and Privacy Policy, and any applicable tariffs, comprise Customer’s agreement with Airespring (the “Agreement”). In the event of an inconsistency between these documents (but only to the extent of the inconsistency), the order of precedence, from the most to the least controlling, shall be:

Applicable filed and effective tariff(s);

Any mutually agreed upon ASO or amendment or addendum thereto, properly executed by authorized representatives of both Airespring and Customer;

Applicable supplemental terms and conditions, including exhibits and Service Level Agreements;

This MSA; and

The AUP and Privacy Policy.

THIS MSA, ALL ASOs, ANY SUPPLEMENTAL PRODUCT TERMS AND CONDITIONS, AND AIRESPRING’S AUP AND PRIVACY POLICY ARE LOCATED ON A WEBSITE ACCESSIBLE AT ALL TIMES BY CUSTOMER AND, TOGETHER WITH AIRESPRING’S TARIFFS, MAY BE MODIFIED BY AIRESPRING AT ANY TIME. AIRESPRING’S TARIFFS ARE LOCATED ON AIRESPRING’S WEB SITE AT WWW.AIRESPRING.COM/LEGAL-NOTICES. FOR CHANGES TO ANY OF THE AFOREMENTIONED COMPONENTS OF THE AGREEMENT OTHER THAN AIRESPRING TARIFFS, WHICH ARE GOVERNED BY SPECIFIC NOTICE REQUIREMENTS IMPOSED BY THE APPROPRIATE REGULATORY AUTHORITIES, AIRESPRING WILL NOTIFY CUSTOMER OF ANY MATERIAL CHANGES IN THE AGREEMENT PRIOR TO THE BILLING PERIOD IN WHICH THE CHANGES WOULD GO INTO EFFECT, EXCEPT FOR INTERNATIONAL RATES, WHICH MAY BE CHANGED ON ONE (1) DAY NOTICE. NOTIFICATION OF ANY SUCH CHANGE MAY BE IN THE FORM OF A BILL INSERT OR BY A MESSAGE WITHIN CUSTOMER’S INVOICE; BY POSTCARD OR LETTER; BY AIRESPRING’S CALLING AND SPEAKING TO CUSTOMER OR LEAVING A MESSAGE FOR CUSTOMER; BY POSTINGS ON AIRESPRING’S WEBSITE AT WWW.AIRESPRING.COM/SERVICE-TERMS/; OR BY EMAIL. CUSTOMER SHALL BE BOUND BY CHANGES IMMEDIATELY AFTER THEY BECOME EFFECTIVE. CUSTOMER ACCEPTS THE INCORPORATION INTO THE AGREEMENT OF APPLICABLE TARIFFS, SUPPLEMENTAL PRODUCT TERMS AND CONDITIONS, THE TERMS AND CONDITIONS IN THIS MSA, AUP AND PRIVACY POLICY, AND ALL MODIFICATIONS MADE THERETO.

2. Provision of Services:

2.1. Regulation: The rates set forth in the Agreement are subject to the imposition of new regulations, modifications of existing regulations, new interpretation, application or enforcement of, or exercise of authority related to, any regulation or finding of any federal, state and/or local regulatory agency, legislative body, or court of competent jurisdiction, including, without limitation, the imposition of any charges, surcharges, and/or taxes in reliance on or as a result of the same (“Regulatory Change”). Airespring reserves the right, at any time (including retroactively) to (i) pass through to Customer all charges, surcharges or taxes directly or indirectly related to such Regulatory Change, and/or (ii) modify

the rates and/or terms and conditions of the Agreement to reflect the impact of such Regulatory Change, including, without limitation, the impact of any actions by third parties in connection with such Regulatory Change.

2.2. Tariffs: "Tariffs" shall refer to Airespring's applicable tariffs. The Agreement incorporates by reference the terms of each such Tariff to the extent Customer subscribes to Services provided by Airespring which are covered by any applicable Tariff. The Agreement may be superseded by a Tariff filed with the appropriate regulatory agency, which Tariff may contain such modifications of the provisions of the Agreement as Airespring deems appropriate. Airespring may modify its Tariffs from time to time in accordance with law and thereby affect Services furnished to Customer hereunder, except that the terms and conditions of the Agreement shall supplement, to the extent not inconsistent, Tariff terms and conditions. If any of Airespring's applicable Tariffs are cancelled during the Term of the Agreement, such cancelled Tariff(s) will be deemed to be incorporated by reference into the Agreement on the effective date of cancellation, as supplemented by any non-inconsistent product descriptions, definitions, prices and other terms and conditions contained in the Agreement or similar document posted by Airespring on an Airespring website accessible by Customer, such as www.airespring.com/terms/, and may be modified by Airespring from time to time and thereby affect the previously tariffed Service furnished to Customer.

2.3. Availability of Facilities: Airespring's Telecommunications Service ("Service") is offered and furnished subject to the availability, in Airespring's sole judgment, of all necessary facilities, including those acquired or leased by Airespring from other entities.

2.4. Reseller: Airespring is acting as a reseller/network provider of certain services, facilities and equipment provided by third parties. Airespring may be unable to initiate service due to facilities or other constraints of third parties. Further, Airespring cannot guarantee any requested turn up/start of service date, or ensure that Airespring or its underlying network/facilities providers can achieve any projected turn up/start of service date. Any statement or representation to the contrary shall be deemed null and void.

2.5. Right to Alter Service: In its sole discretion and without liability to Customer, Airespring may: (a) alter the methods, processes or suppliers by or through which it provides Service; (b) change the facilities used to provide Service; or (c) substitute comparable Service for that being provided to Customer. If necessary due to the potential impact on affected Customers, Airespring will furnish prior notice of any alterations, changes or substitutions.

2.6. Airespring's Right to Block, Discontinue, or Surcharge Service Without Notice to Customer:

2.6.1. Fraud, Network Blockage or Degradation: Airespring may discontinue furnishing Service by blocking traffic to or from certain countries, cities, NXX exchanges, or individual telephones; by blocking call origination; or by blocking calls using certain Customer authorization or access codes; and/or cancel Customer's account immediately and without notice, without Airespring incurring any liability whatsoever, if Airespring deems that such action is necessary to prevent or protect against fraud, or to otherwise protect Airespring's personnel, agents, facilities or services, for reasons which include but are not limited to: (a) violation of Airespring's AUP; (b) use or misuse of the Service in a manner that results, or could result, in network blockage or other degradations that adversely affect the Service furnished to Customer or to other existing or prospective customers of Airespring; (c) manipulation, change, or in any

way modifying traffic line records, including the Calling Party Number (“CPN”) or Automatic Number Identification (“ANI”); (d) excessive termination to a single central office in excess of that location’s termination capacity; (e) sequential dialing; (f) call blasting; (g) excessive incomplete calls; (h) improperly formatted SIP messages; (i) uses, or threatens to use any of the Services for any unlawful or fraudulent purpose or otherwise violates the terms of the Agreement; or (j) if Airespring is ordered or requested to terminate service by a governmental entity. Regardless of whether or not Airespring blocks service, Customer shall still be fully liable for all fraudulent calls made on Customer’s Service.

2.6.2. For Financial Cause: Airespring may immediately and at any time terminate the Agreement, discontinue service, cancel an application for service, cancel the Customer’s account, or require Customer to deposit funds as security, without incurring any liability, for any of the following reasons: (a) Customer fails to pay any amount owed to Airespring when due; (b) Customer’s failure to comply with any material term or condition of this Agreement; (c) For usage by Customer beyond any credit limit or prepaid balance limit imposed by Airespring; (d) If, in Airespring’s sole judgment, any aspect of Customer’s payment arrangements with Airespring appear to be fraudulent, including false or misleading credit information, or Customer’s use of a credit card that has been reported as misused or stolen; (e) Customer’s ability to pay, or if, in Airespring’s sole judgment, Customer’s payment arrangements with Airespring appear to be inadequate to meet any of Customer’s obligations to Airespring coming due; (f) Customer’s filing of any voluntary or involuntary Petition in the bankruptcy court which names Customer as the debtor; or (g) Customer communicates any intent to breach, or to not comply with the terms of this Agreement, including but not limited to payment for Services at then-prevailing rates.

2.6.3. Customer Obligation to Pay Through Disconnection Period: Customer shall be responsible for payment of all non-usage based charges through any disconnection period.

2.6.4. Fair Use Policy for Unlimited Calling: Airespring’s fair use policy (“Fair Use Policy”) is to prevent abuse, fraud or unreasonable exploitation of unlimited local and long distance calling (“Unlimited Calling”) and unreasonable overutilization of Airespring’s facilities. Airespring’s Unlimited Calling, both long distance and local, offered in conjunction with Airespring’s local service products, is intended solely for normal commercial use. Airespring’s Unlimited Calling for its local service products is designed only for continuous live dialog between two individuals. Unusual calling patterns, excessive called numbers and/or consistent excessive usage will each be considered an indicator that usage is exceeding normal standards. Airespring’s Unlimited Calling for its local service products may not be used for auto-dialing, continuous, or extensive call forwarding, excessive conferencing, inbound/outbound centralized or distributed call center activity, inbound/outbound customer service, telemarketing (including charitable or political solicitation or polling), fax or voicemail blasting, or for continuous or extensive chat line access, or as an open telephone line as a monitor, intercom or transcription service. Airespring has other plans applicable for such applications and businesses. It will be considered outside of Airespring’s Fair Use Policy for Unlimited Calling on an Airespring local service product for a Customer to exceed more than one-thousand (1,000) inbound, outbound or toll free local or long distance minutes per month per subscriber line, SIP trunk, hosted seat, PRI/T-1 trunk/DS0 or analog line, etc., in aggregate (“Normal Usage”). For example, for a Customer who contracts for 50 hosted seats, if the Customer’s total monthly local/long distance inbound minutes or local/long distance outbound minutes (as applicable) exceeds 50,000 minutes / per month (1,000 minutes/hosted seat x 50 seats), then such usage exceeds the Fair Use Policy. For Unlimited Calling on an Airespring local service product, Airespring shall apply a

surcharge of up to \$0.04 per minute of use to the number of minutes by which Customer's usage exceeds this normal usage. The minutes for call forwarded and remote call forwarded calls are allocated to the Customer's inbound and outbound minutes for each call that i) comes into an Airespring-supplied DID and ii) is then rerouted outbound to a telephone number outside of Airespring's network.

2.7. Service Reconnection Delay: If service is suspended and/or disconnected and then resolution of the issue occurs, the process of reconnection of the service may take up to sixty (60) business days.

2.8. Delivery of Circuit: Unless specifically stated otherwise in an Airespring order form, all loop installs are quoted with delivery to the Local Exchange Carrier ("LEC") building Minimum Point of Entry ("MPOE"). Customer is liable for any loop extension ("Demarc Extension") from the LEC MPOE. Customer is responsible for ensuring that all Demarc Extensions are completed, ordered and approved by the LEC prior to any local loops being dropped by the LEC at Customer's MPOE. In the event Customer fails to complete the Demarc Extension or order appropriate Demarc Extensions prior to the LEC's local loop drop, Customer shall be fully responsible for all associated costs as of the date of local loop drop. For Ethernet services, Customer is responsible for ensuring there are adequate facilities at the premises' primary MPOE to receive Airespring's service, including power and backboard / rack. The Customer will also be responsible for providing any wiring extension beyond the primary MPOE. Customer will be responsible for any additional unforeseen construction costs including, without limitation, inside wiring administration and special installation costs. Airespring's Ethernet Service Installation Guide, which can be found at www.airespring.com/terms/Ethernet_Srvc_Installation identifies the Customer requirements necessary for delivery of Ethernet services to Customer premises. Cancellation charges as set forth in the ASO shall be applied in the event Customer has not complied with the requirements in the Ethernet Service Installation Guide, or excessively delays installation. Airespring will pass through any costs Airespring incurs that are associated with extending wiring beyond the premises' primary MPOE. In the event the Customer chooses not to make the necessary upgrades, the Customer shall nevertheless be responsible for all associated cancellation charges. Where applicable, Airespring will deliver Circuit Facilities Assignment ("CFA") at the underlying carrier designated building and suite/cage. It is the Customer's express responsibility to order and pay for all in building local loop circuits or cross-connects required to connect Customer's facilities to the underlying carrier assigned CFA.

2.9. Expedited Installation: Customer acknowledges that requests and payments for an expedited installation do not guarantee that the underlying provider and/or local exchange carrier will meet a requested installation date. Requests for expedited installation may expedite the process by which Customer's order is serviced by the underlying carrier and/or local exchange carrier, but Airespring cannot guarantee that any installation will occur by a specified date. Airespring cannot refund any payment made for expedited service in the event that an expedited service date is not met.

2.10. Service Availability: The Service is available throughout the Term, except in the case of scheduled maintenance of the Airespring network and/or its underlying carrier's networks. Airespring will use commercially reasonable efforts to provide prior notification via electronic mail ("email") to Customer regarding any scheduled maintenance of the Service. Airespring may interrupt its provision of Service for unscheduled emergency maintenance without notice to Customer or Customer's customers. Airespring reserves the right to monitor and/or record certain calls for the purpose of quality control or troubleshooting service issues, subject to state and federal privacy laws.

2.11. Valid ANI: Where Customer's equipment allows for manipulation or changing of the outpulsed Automatic Number Identification ("ANI") or calling party number ("CPN"), Customer is required to pass a valid originating ANI or CPN that is owned by the Customer. For purposes of this paragraph, "valid" ANI or CPN shall mean ANI or CPN in an industry standard format that correctly identifies the call as originating from the geographic area where the Customer is physically situated.

2.12. 900, 500, 700, or Invalid Numbers: Customer shall not pass 900, 500, 700, or invalid numbers (including 000-000-0000 as CPN).

2.13. Local Number Portability: Airespring utilizes the Local Number Portability database maintained on behalf of the telecommunications industry by the Number Portability Administration Center ("NPAC") for validation purposes. As a result, the number dialed by Customer may return porting information from the NPAC database which results in calls terminating to different physical locations, and/or Operating Company Numbers ("OCN") and Local Access Transport Areas ("LATA") that may differ from the dialed number. If (1) the Customer's rate plan does not include flat-rate pricing, or (2) for the purpose of calculating high cost area surcharges on flat-rate plans, calls terminating to ported telephone numbers will be rated based on the ported number information, and not the dialed number. Airespring does not provide Customer access to the NPAC database. Customers wishing to determine whether a dialed number has been ported prior to dialing must arrange independent access to the NPAC database.

2.14. OCN Information: All calls billed under plans other than flat-rate plans will utilize OCN information provided by Bellcore or similar database providers. OCN's are determined by criteria including the NPA/NXX of the number dialed, as well as the NPAC database. Airespring shall not be liable for the accuracy of any OCN information, which may be utilized by Customer for any purpose, including but not limited to rating, scrubbing or sorting.

2.15. Toll Free Directory Assistance: Upon Customer's written request and to the extent available to Airespring, Toll-Free Directory Assistance listing is available for Customer's Toll-Free numbers provided by Airespring. Due to the fact that Toll-Free Directory Assistance is provided through an arrangement with a third party, the provision of Toll-Free Directory Assistance by Airespring is subject to the policies and procedures promulgated from time to time by such third parties. Customer understands that any Toll-Free Number listed with Toll-Free Directory Assistance is not published in any written directory but is only available on either an online or call-in basis. This service will be charged at such third party provider's then prevailing rates, which are subject to change without notice at any time.

2.16. International Routes: Customer is aware and acknowledges that Airespring has no control over the international routes of its underlying providers. Therefore, Airespring cannot assure or guarantee calls/voice quality for all international traffic. Customer agrees that all calls completed will be considered valid and billable, regardless of call quality.

2.17. Blocking of International Calls: If Customer wishes to block International calls, Customer must ensure that such request is in writing, in the body of the ASO for the services for which International blocking is to be applied. Any such blocking request that is not in writing will not be valid. For the purpose of call blocking, "International" refers only to those calls using a 011 prefix. Thus, for example, phone calls from the United States to Canada are not International calls and cannot be blocked. It is Customer's responsibility to understand the limits on any call blocking functionality. Any request to Airespring to unblock international calls must be in writing.

2.18. Internet Services: All Internet services provisioned under this Agreement or any Airespring ASO are provided as information services, and not as telecommunication services for the purposes of regulation.

2.19. Rights to IP Addresses and Circuits: Upon termination of the Agreement or any ASO, or cancellation of any Service, all rights to circuits ordered by Customer will revert to Airespring, and Customer shall have no rights to the continued use of such circuits even if Airespring ordered such circuits through another provider. Similarly, Airespring does not represent that IP Addresses used by Customer in conjunction with the Service will be available to Customer after termination or cancellation. Customer agrees that IP addresses are not guaranteed, transferable or provided for further distribution.

2.20. 911 Services: Customer must have at least one 911-enabled AireSpring DID for each location, with that location's correct address populated in AireSpring's 911 database, for 911 database services to operate properly for DIDs utilized at that location. For 911 service, Customer will be required to register the physical location of Customer's equipment (desk phone, softphone, videophone or mobile phone) with Airespring and agree to call Airespring customer service to update the location whenever the physical location of service for a particular telephone number changes. Customer may register only one location at time. IF CUSTOMER DOES NOT UPDATE THE PHYSICAL LOCATION OF CUSTOMER'S EQUIPMENT (DESK PHONE, SOFTPHONE, VIDEOPHONE OR MOBILE PHONE) WHEN IT CHANGES, CUSTOMER'S 911 CALLS MAY BE SENT TO AN INCORRECT EMERGENCY CENTER.

FOR USERS OF THE AIRESPRING KEY SYSTEM TELEPHONES, TO PRESERVE THE ABILITY OF 911 OR E911 PUBLIC SAFETY ANSWERING POINT ("PSAP") PERSONNEL TO RESPOND PROPERLY, CUSTOMER / END USERS OF THE KEY SYSTEM CANNOT MOVE THEIR KEY SYSTEM PHONE TO ANOTHER STREET ADDRESS DIFFERENT FROM THE STREET ADDRESS ASSOCIATED WITH THE REGISTERED ADDRESS FOR SUCH CUSTOMER / END USER.

IT CAN TAKE SEVERAL HOURS TO ACTIVATE 911 SERVICE AT THE UPDATED ADDRESS. WHEN REQUESTED BY AIRESPRING, CUSTOMER SHALL TIMELY COOPERATE WITH AIRESPRING FOR THE TESTING OF THE 911 SERVICE FOR THE PURPOSE OF ENSURING THE 911 SERVICE IS PROPERLY WORKING. IF CUSTOMER REFUSES OR DELAYS TO COOPERATE WITH AIRESPRING FOR SUCH 911 TESTING, AIRESPRING GIVES NO ASSURANCE THAT THE 911 SERVICE IS WORKING OR HAS EVER WORKED, AND CUSTOMER SHALL ASSUME FULL AND SOLE LIABILITY IN THE EVENT THE 911 SERVICE FAILS TO WORK PROPERLY. 911 SERVICE WILL NOT FUNCTION IN THE EVENT OF A CUSTOMER PREMISE OR CARRIER SERVICE OUTAGE OR A POWER OUTAGE. NETWORK CONGESTION OR SIGNIFICANT DEGRADATION OF CUSTOMER'S INTERNET ACCESS OR OTHER TYPES OF ACCESS SERVICE MAY DELAY OR PREVENT COMPLETION OF A 911 CALL. THESE CONDITIONS MAY OCCUR REGARDLESS OF THE SIZE OF CUSTOMER'S BANDWIDTH OR THE NUMBER OF CIRCUITS INSTALLED, AND REGARDLESS OF WHETHER OR NOT AIRESPRING IS THE PROVIDER. AIRESPRING SERVICES (INCLUDING OR NOT LIMITED TO) INTERNET SERVICE AND/OR MANAGED CONNECTIVITY OR LOCAL T1/PRI SERVICE ARE NOT IMMUNE FROM THESE CONDITIONS. AIRESPRING STRONGLY RECOMMENDS CUSTOMER AT ALL TIMES MAINTAINS AN ALTERNATIVE METHOD FOR PLACING EMERGENCY CALLS.

Based on the local emergency center servicing Customer's location, such center will operate with either basic 911 or E911 service.

With basic 911 service when a caller from the Customer's Registered Address dials the digits 9-1-1, the call is sent to the local emergency center serving the Customer's location. Operators answering the call will not have automatic access to the caller's call-back telephone number or the Registered Address

because the emergency center will not be equipped to receive, capture or retain Customer's assigned Airespring telephone number and Registered Address. Accordingly, callers must be prepared to provide both call-back and address information. If the call is dropped or disconnected, or if the caller is unable to speak, the emergency operator answering the call will not be able to call the caller back or dispatch help to the caller's address.

As additional local emergency centers become capable of E911 functionalities, Airespring will automatically upgrade customers from basic 911 to E911 service. Airespring will not notify Customer of the upgrade. With Enhanced 911 service (E911), when a caller from the Customer's Registered Address dials the digits 9-1-1, the Airespring telephone number and subscriber's registered address is automatically sent to the local emergency center serving your location. The emergency operators will have access to this information regardless of whether the caller is able to verbally provide such information to the emergency call-taker. Accordingly, with E911 service, the emergency call-taker will have the caller's call-back telephone number and registered address information just by virtue of the caller placing the call using the digits 9-1-1.

Some Customers will have the ability to directly update their own E911 location via an online portal. Customer is solely responsible for setting the E911 location accurately to the correct physical location of Customer's equipment (desk phone, softphone, videophone or mobile phone) with Airespring.

In limited circumstances, Customers equipped with basic 911 or E911 may have their calls routed to the national call center.

Airespring's Service is Internet based and 911 services are different from that of traditional wireline services. Customer acknowledges and agrees to inform all employees, guests, and other third persons who may use the Service of the potential complications arising from basic 911 or E911 dialing and more specifically that basic 911 and E911 services will not function in the case of a service failure for any of the following reasons: (a) the telephone device to which a particular telephone number has been assigned is moved to a location outside the premises where the telephone device was originally installed, the "registered address,"; (b) there is an outage, degradation or other disruption of power at the Customer's location; (c) there is outage, degradation or other disruption of Customer's broadband Internet connection, whether such connection is provided by Airespring or another provider; (d) suspension of services due to billing issues; (e) any other service outages not described herein; (f) Customer's failure to provide a correct physical address in the requisite format may cause all basic 911 or E911 calls to be routed to the incorrect local emergency service provider; (g) the 911 or E911 call is routed to a long distance trunk group instead of a local trunk group; and/or (h) if Customer uses the public Internet for voice calls (or voice call signaling), Customer may not be able to access 911 or E911 services. Under any of the circumstances enumerated in items (a) through (h), above, Airespring will not be liable for any inability to dial 911 using Airespring VoIP services or for the misrouting of any calls made to the PSAP emergency center or to municipal emergency service providers, and Customer further agrees to defend, indemnify and hold harmless Airespring, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Airespring in connection with Airespring's VoIP services, from any and all claims, losses (including loss of profits or revenue), damages, fines, penalties, costs and expenses (including, without limitation, attorneys' fees and expenses) by, or on behalf of, Customer or any third party or user of Airespring's VoIP services relating to the non-availability of 911 dialing. Airespring's suppliers will not be liable to Customer for any damages for any reason.

If Customer routes 911 calls to AireSpring utilizing anything other than AireSpring 911-enabled DIDs as the source, then Customer is subject to surcharges for the call.

For the PSAP to receive the Customer's correct 911 address information, Customer must route their 911 calls to AireSpring using DIDs which are assigned by Airespring or ported to Airespring and set up by Airespring as 911-enabled. If Customer routes 911 calls using AireSpring 911-enabled DIDs to another phone company, then i) the PSAP may not receive the proper address, and ii) that other phone company may charge Customer for such call.

2.21. 911 Notice: The following physical notice will be supplied with Airespring-supplied VoIP Equipment:

"Federal Communications Commission 911 Notice

911 SERVICE MAY NOT BE AVAILABLE ON THIS PHONE IF:

the phone is moved to a location outside the premises where it was originally installed;

there is a loss of power to the phone; or

there is a loss of the phone's broadband connection.

This notice must be placed and remain near the phone(s) used for your Airespring VoIP Service."

Customer should call Airespring for a replacement notice card if Customer loses the provided notice or requires additional copies.

2.22. Additional Requirements for SIP Trunking 911: For basic 911 or E911 to be accurately routed to the appropriate emergency responder, the Customer must provide the telephone number ("TN") associated with the SIP trunking service for the registered address, in the 'userpart' of the 'from uri' contained in the SIP 'from' header. The SIP trunk service may not support basic 911 or E911 dialing in the same manner as traditional wireline phone service. Further, 911 or E911 services may not be available for Airespring's SIP Trunking products, which are not intended as a replacement for local phone service.

2.23. Customer Duty to Inform Regarding 911 and E911 Services: Customer acknowledges and agrees to inform all employees, guests, and other third persons who may use the service that basic 911 and E911 services will not function in the case of a service failure for any of the following reasons: (a) power failures, (b) suspended or terminated broadband service, (c) suspension of services due to billing issues, and/or (d) any other service outages not described herein. Customer further acknowledges that failure to provide a correct physical address in the requisite format may cause all basic 911 or E911 calls to be routed to the incorrect local emergency service provider. Furthermore, Customer recognizes that use of the service from a location other than the location to which the service was ordered, i.e., the "registered address," may result in basic 911 or E911 calls being routed to the incorrect local emergency service provider.

2.24. Software Based Phone ("Soft Phone") – E911 Calling Not Available: Airespring may make available to Customer a Soft Phone, which allows Customer to receive phone calls through a software program that runs on Customer's personal computer ("PC"). Customer will NOT be able to place outgoing calls using the Soft Phone, including calls made to emergency services through 911, E911 or the emergency numbers. In addition, even if Customer purchases Airespring's separate outbound Soft Phone service, Customer will NOT be able to make calls to emergency services using E911 services. Airespring strongly recommends that Customer has, at all times, access to a standard telephone or a cellular phone to place emergency phone calls whenever Airespring's outbound Soft Phone service is being used.

2.25. No 0+, Operator Assisted, or x11 Calling: Airespring Services do not support 0+ or operator assisted calling, including, without limitation, collect calls, third party billing calls, 900, or calling card calls. Airespring Services may not support 311, 511, and other x11 services in one or more service areas.

2.26. Incompatibility With Other Services: Airespring Services may not be compatible with non-voice communications equipment, including but not limited to: home security systems; TTY; medical monitoring equipment; TiVo; satellite television systems; PBX; Centrex; other private telephone networks; other broadband services; home networking; or computer modems. There may be other services with which Airespring Services are incompatible. Airespring does not warrant that the Services will be compatible with all broadband services. Some providers of broadband service may provide modems that prevent the transmission of communications using Airespring's Services. AIRESPRING EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES REGARDING THE COMPATIBILITY OF THE SERVICES WITH ANY PARTICULAR BROADBAND SERVICE. CUSTOMER WAIVES ANY CLAIM AGAINST AIRESPRING FOR INTERFERENCE WITH OR DISRUPTION OF THESE SERVICES AND EQUIPMENT.

2.27. Bandwidth Requirements: For Airespring's local SIP services, including Voice Over MPLS for SIP services, the Customer shall be responsible for ordering a sufficient amount of bandwidth to support the desired number of simultaneous calls and permit the applicable audio compression. In the event of insufficient bandwidth, or in the event Customer attempts to place more simultaneous calls over a circuit than what the circuit can support, Customer may experience degraded call quality or unavailable connectivity. Airespring's services that utilize VoIP can also be affected by insufficient bandwidth or overutilization.

2.28. Porting Numbers: Airespring will require a completed and signed Letter of Authorization ("LOA") for any numbers or toll free numbers the customer wishes to port. In addition, Airespring will require a recent, applicable copy of Customer's current phone bill that contains the Customer's Billing Telephone Numbers ("BTN") as well as a record of any numbers that need to be ported. Necessary LOA(s) and bill copy(s) must be received by Airespring before Airespring initiates the port request. Airespring shall not be responsible or liable for any claims or damages customer or other service providers' requests for porting of numbers.

2.29. Requested Start Date: Airespring will use its commercially reasonable efforts to activate Service by the agreed-upon date. However, Airespring cannot guarantee Service activation by a particular date because Airespring relies on other entities, such as suppliers and Customer, to perform certain tasks and provide certain information before Airespring can activate Service. Customer is responsible for canceling any communications services that the Service will replace and for any and all charges related to those services. Customer is advised not to cancel any services until the Customer has received written confirmation that the porting has been successfully completed.

2.30. Bandwidth Measurements: There are many types of bandwidth speed tests, including various public speed test websites. These sites are subject to inaccuracy and variable results, and do not provide scientific or reliable data for troubleshooting by Airespring. Airespring will not accept speed test results from such websites. Airespring and its underlying providers will only utilize Iperf or RFC-2544 testing terminating to on-net facilities and are considered industry standards for speed performance testing. With respect to Ethernet circuits, there is inherent overhead by the nature of the protocol coupled with equipment such as routers, adaptors and connectors, and the industry standard for the usable portion of the bandwidth is approximately 80% – 85% of any given Ethernet bandwidth.

3. Billing And Payment Arrangements:

3.1. Form of Invoice: Airespring shall send invoices for services by either email, or surface mail, and any invoice received by either method shall constitute a valid bill for services.

3.2. Payment: Customer shall pay for all Services ordered from Airespring, pursuant to an ASO at the rates set forth in such ASO or other pricing exhibits, or as amended from time to time. Customer shall timely pay the full amount invoiced (subject to Section 4- Billing Disputes), even if Customer expects a portion of the invoiced amount to be paid or reimbursed in the future by a third party such as, for example, the Universal Service Administrative Company ("USAC") in the case of certain customer schools and libraries. Customer shall also pay any repair, telephone charges and charges for inspection, installation or repair of wiring performed on Customer's premises for the additional charges set forth in the Customer Policies. For a monthly recurring charge that begins somewhere in-between the start and end of a billing period, such charge will be pro-rated for that first billing period. Each month, Airespring shall bill Customer in arrears for usage charges, non-recurring and pro-rata monthly charges (if any) as well as in advance for all applicable circuit port, loop and equipment Monthly Recurring Charges (MRC). In the event Customer orders any DS3, Fast Ethernet, Gig Ethernet, OC3, OC12 or other high speed service (excluding DS1 or below speeds), then Customer shall provide together with submission of the Order an initial payment equal to the quoted installation fees and one month's MRC for all loops and ports ordered. The amount received shall be applied against the initial installation fees charged on the first month's invoice. The remainder will be credited against customer's last monthly invoice.

3.3. Rounding: Unless otherwise stated in an ASO, charges for Services shall be rounded up to two digits per call. By way of example, a call whose cost calculated to \$1.214 would be rounded to \$1.22.

3.4. Prepayment: Unless Customer receives credit approval in writing from Airespring's credit department and has signed a separate billing agreement, Customer will be invoiced on a prepaid basis.

3.4.1. 30-Day Payment Customers: For Customers who receive written credit approval from Airespring's credit department for thirty (30) day payment terms, payments for Service shall be due upon Customer's receipt of the invoice. Undisputed amounts which are not paid in full within thirty (30) days of the invoice date will be past due and subject to an additional charge equal to the lesser of a one and one half percent (1.5%) per month late payment fee or the maximum monthly rate permitted by law on past-due balances. In the event of non-payment of any past due invoice due, or a material breach of this Agreement, including, but not limited to Access Arbitrage or fraudulent use of Airespring services, all outstanding invoices, including any unbilled usage shall become immediately due and payable, and Customer shall be considered in default.

3.5. Liability for Completed Calls: Customer understands that rates to special service numbers and non-US mobile numbers can be significantly higher than landline rates and Customer is wholly responsible for all calls made over their lines. CUSTOMER IS LIABLE FOR ALL COMPLETED CALLS MADE UTILIZING CUSTOMER'S EQUIPMENT, WHETHER AUTHORIZED OR UNAUTHORIZED, AND REGARDLESS OF SUITABILITY FOR CUSTOMER'S APPLICATIONS, AND/OR ANY FAILURE OF OTHER NETWORK ELEMENTS OR SERVICES WHICH MAY IMPACT CUSTOMER'S ABILITY TO OPERATE. CUSTOMER REQUESTS TO BLOCK INTERNATIONAL SERVICE ON AIRESPRING SERVICE ORDERS SHALL NOT RELIEVE CUSTOMER FROM LIABILITY FOR INTERNATIONAL CALLS MADE ON CUSTOMER'S SERVICE. AIRESPRING SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO PROCESS SUCH BLOCKING REQUESTS, SUBJECT TO NETWORK

LIMITATIONS AND RESTRICTIONS. CUSTOMER SHALL NOT HOLD AIRESPRING LIABLE FOR ANY FRAUDULENT CALLS WHICH MAY OCCUR ON CUSTOMER'S SWITCHED, DEDICATED OR CALLING CARD SERVICES, INCLUDING ANY FRAUD RELATED TO UNAUTHORIZED ACCESS OF CUSTOMER'S TELECOMMUNICATIONS EQUIPMENT. ALL INTERNATIONAL AND OFFSHORE CALLS THAT ARE NOT LISTED ON AIRESPRING'S RATE SHEET FOR THE CUSTOMER ARE BILLED AT FIVE DOLLARS (\$5.00) PER MINUTE. All domestic long distance calls that are not listed on Airespring's rate sheet for the Customer are billed at fifteen cents (\$0.15) per minute.

3.6. Account Codes: Account Codes, either Verified or Non-Verified, are not intended to be utilized as a security measure; they are for accounting purposes only. Verified Account Codes are used for the purpose of tracking calls made under that specific Account Code. Airespring does not offer any guarantee that either Verified or Non-Verified Account Code types can or will prevent any fraudulent calls. The Account Codes are issued at the Customer's request and are the sole responsibility of the Customer. Customer understands and accepts all responsibility for calls made from any location using the Account Codes whether Verified or Non-Verified.

3.7. Credit Information: Customer agrees that Airespring may request credit information from third parties, and Customer authorizes the release of such information as part of this application.

3.8. Forms of Payment: Acceptable forms of payment are: company checks; cashier's and certified checks; money orders; personal checks (for non-business accounts); PayPal® (PayPal is a registered trademark of PayPal, Inc.), wire transfers and ACH credits; except where other payment form restrictions are specifically noted in a separate ASO or addendum. Checks must be drawn on U.S. banks and written in U. S. dollar values. Checks drawn on foreign banks and third party checks are not accepted. Payment by cash is not acceptable. Airespring may accept, in its sole discretion, payment by credit card. If Customer pays Airespring by credit card, Customer's continued receipt of Services, after Customer's payment to Airespring appears on Customer's credit card statement, shall be construed as Customer's acknowledgement of the validity of such undisputed charges, and as Customer's waiver of all rights to reverse such charges. Customer's sole recourse for disputed charges shall be as outlined in Section 4 ("Billing Disputes").

3.9. Applicable Rates and Charges: Airespring may modify the applicable rates and charges upon prior notice to Customer as referenced above in Sections 1, 2.1, 2.2, and 3.2. Customer acknowledges that the termination of international long distance wireless calls may be billed at higher rates.

3.10. Service Start Date; Invoicing; and Payment Deadline: For Services providing an access circuit / loop, the Start of Service Date shall be the earliest of i) the Customer's first use of the Service, ii) five (5) business days after Circuit Ready Date, regardless of whether all Services have been turned up and regardless of Customer readiness, or iii) five (5) business days after the start of a "Customer Delay of Circuit Installation". "Circuit Ready Date" is the date the Customer's circuit is active, as notified by the underlying provider. "Customer Delay of Circuit Installation" is defined as an occurrence of Customer directly or indirectly delaying or impeding Airespring's underlying provider from installing and/or testing Customer's access circuit / loop. Customer indirectly delays the underlying provider if the Customer site is not ready to accept Services, or if the Customer's employees, contractors, supplies, vendors, agents, assigns, property owner, property manager, or landlord does not allow, blocks, or delays Airespring's underlying provider from installing or testing the access circuit / loop. Customer networking issues, whether the result of improper network design, equipment issues, or incorrect information supplied to

Airespring by or on behalf of the Customer, shall not relieve the Customer of the obligation to pay for the Service, including circuit charges, beginning on the Start of Service Date. In the event Customer delays or impedes Airespring from expeditiously submitting Customer's order to Airespring's underlying carrier, Customer pricing may change, as notified by Airespring. For MPLS Services, including Voice over MPLS, the Customer is required to coordinate with Airespring to install the hub site first, with each remote site to follow. For Services in which there is no access circuit / loop, the Start of Service Date shall be the date when the Service is available for use by the Customer. For AireContact or AireBroadcast Services, the Start of Service date shall be the earlier of i) Customer's first use of the service or ii) the date Customer is notified that the service is active. Customer's obligation to pay for Service shall begin on the Start of Service Date. Service invoicing will occur on a monthly basis. For Wireless Data Service or Airespring Firewall Service, the Start of Service Date shall be the date Customer's service is activated.

3.11. Non-recurring Charges: Non-recurring Charges are due and payable on the Start of Service Date or as otherwise billed by Airespring.

3.12. Monthly Recurring Charges: Monthly Recurring Charges are fixed in amount, not dependent on usage, and billed in advance. If the Start of Service Date is other than on the first day of a monthly billing period or if Service terminates on other than the last day of a monthly billing period, Customer's first bill shall include pro-ration of the first month's Service charges, as well as any NRCs not previously paid.

3.13.1. Taxes, Surcharges and Other Service Related Fees: Service rates and charges are exclusive of all taxes, fees, tax-related surcharges and tax-like surcharges (as enumerated below). Customer shall be responsible for, and must pay, all taxes, including, without limitation, sales, use, excise, gross receipts, value added, access, bypass, franchise, telecommunications, consumption and other taxes, fees, duties, charges or surcharges, roaming charges, however designated, and imposed directly on Airespring based on the provision, sale or use of Service. If Customer believes it, or the Services it receives and uses, are exempt from any tax, Customer will provide Airespring with a properly executed exemption certificate in a form acceptable to Airespring that evidences the exemption claimed. Customer shall renew such certification annually and shall provide evidence of such continuing certification upon request by Airespring. In the event Customer fails to renew its tax-exempt certification, or if its tax-exempt certification is repealed, Customer shall be responsible to Airespring for all such taxes from the date Customer's tax-exempt certification became invalid. Tax exemption will only apply to Taxes incurred after the date Airespring receives the Tax Exempt Document (Customer cannot receive credit for any Taxes already billed). Customer's obligation to pay applicable taxes (and all other charges due and owing for Service) shall survive the expiration of the Agreement. Many surcharges, including but not limited to the Federal Universal Service Fund Surcharge, are not a tax and are not subject to exemption. Airespring's primary surcharges are listed at <http://www.Airespring.com/service-terms/64-surcharges.html>.

3.13.2. Cost Recovery: Airespring may impose recovery fees in order to recover costs associated with regulatory compliance, administrative and network facilities costs.

3.13.3. Set-up, Installation and Disconnect Fees: Customer shall pay all applicable inspection, repair, set-up, Demarc extension, installation and disconnect fees, service upgrade or relocation fees, which will be invoiced on a Non-Recurring Charge basis and are non-refundable. Quoted installation fees contemplate installations in normal locations under normal working conditions during regular business hours. Any

installations under other circumstances including, but not limited to, hazardous locations or made on an expedited basis outside of standard installation intervals will be subject to additional charges.

3.13.4. Charges Imposed By Other Suppliers: If an entity other than Airespring (e.g., another carrier or supplier) imposes charges on Airespring in connection with the provisioning of Service to Customer, including but not limited to, for expedited installations, such charges will be invoiced by Airespring on a pass-through basis and paid by Customer.

3.13.5. Internet/Data Usage (for Measured Broadband Services): Usage is determined as follows: Utilization samples are taken every 5 minutes throughout Customer's billing cycle. Only the highest sample is captured for each five-minute period, even though there are actually two samples taken; one for inbound utilization and one for outbound utilization. The higher of these two figures is retained. At the end of the billing period, the samples are ordered from highest to lowest. The result is a database of over 8,000 samples (12 Samples/hour x 24 hours/day x 30 days/month), with the highest sample listed first and the lowest sample listed last. The top five-percent (5%) of the samples (representing the top five-percent (5%) of usage levels) are discarded. The Highest remaining sample, the 95th percentile of peak usage, is the bandwidth usage for an individual port.

3.14. Underutilization: Customer understands and acknowledges that Airespring's underlying carriers may terminate service on any circuit for underutilization. Customer understands that such termination would in no way affect Customer's commitment to pay for all monthly circuit charges associated with these circuit(s) for the entire term of the contract. Airespring will provide Customer fifteen (15) days written notice of its underlying carrier's intent to disconnect, and Customer shall have the option of increasing usage to prevent disconnection of circuit(s), or alternatively accepting disconnection of designated circuit(s). In the event of disconnection, Customer shall reimburse Airespring for any circuit disconnection fees charged by the underlying carrier to Airespring.

3.15. Excessive Incomplete Calls: If Customer utilizes the Airespring underlying network for call termination, Customer may not have an excessive percentage of outbound incomplete calls, as calculated on the basis of total outbound call attempts in a month per unique customer account. Also, it will be considered outside of Airespring's Fair Use Policy if the Customer has an excessive percentage of inbound call attempts. An Excessive Call Attempt Surcharge of \$0.005 per call will be assessed for all incomplete calls, whether outbound or inbound, deemed excessive by Airespring in its sole and absolute discretion. For customers utilizing the Airespring network whose total number of DS1 circuits ordered is 4 (Four) or less (including all circuits utilizing the Airespring network ordered previously or separately by Customer), the Excessive Call Attempt Surcharge shall not apply until such time as Customer's total number of DS1 circuits utilizing the Airespring network exceeds 4. For customers utilizing Toll Free services, Customer may not have an excessive percentage of inbound or outbound Toll Free incomplete calls, as calculated on the basis of total Toll Free call attempts by end user customers in a month per unique customer account. An Excessive Call Attempt Surcharge of up to \$0.04 per call will be assessed for all Toll Free incomplete calls deemed excessive by Airespring in its sole and absolute discretion.

3.16. Termination: If service is terminated for any reason, Customer will pay Airespring for (a) Services that Customer has used through the date that Airespring or Customer terminates the Services, (b) any outstanding balance for non-recurring charges, and (c) all charges that may still be due or may be incurred for early termination (see section 3.17. Early Termination Liability).

3.17. Early Termination Liability: Except as may be mutually agreed upon in writing, such in an the ASO, in the event Customer terminates the Service or the Agreement or any ASO is after submission of an order for a loop/circuit to the underlying carrier but before the end of the applicable term, Customer shall pay to Airespring on demand, as liquidated damages and not as a penalty, an Early Termination Liability charge (“ETL”) equal to the sum of i) one hundred percent (100%) of the Monthly Recurring Charges (“MRCs”) for loop/circuit charges for all of the months remaining in any applicable term, ii) one hundred percent (100%) of MRCs for all other charges for the remaining months in the initial twelve months of the term, iii) eighty percent (80%) of the MRCs for all other charges for the remaining months in months 13 – 24 of the term, and iv) seventy percent (70%) of the remaining MRCs for all other charges for the remaining months in the term, namely month 25 and after. In the event of Customer’s termination of the Agreement before the expiration of its term, Airespring’s actual damages would be impracticable and/or extremely difficult to ascertain, so the parties agree the ETL set forth above is a reasonable estimate of actual damages. With respect to Customer terminating the Agreement after the submission of paperwork to the underlying carrier but prior to the Start of Service Date, the number of months remaining in the term shall be the total number of months for which the Customer has contracted. Assessment of an ETL does not relieve Customer of Customer’s obligation to pay any non-recurring charges or any undisputed past due charges and interest thereon.

3.18. Recovery of Collection Costs: Unless otherwise prohibited by law, Customer shall reimburse Airespring for any costs incurred by Airespring in undertaking any collection activity, including, but not limited to, the reimbursement of reasonable attorneys’ fees. Reasonable attorney’s fees shall include the time and costs associated with Airespring’s in-house legal staff efforts related to the collection activity. For purposes of calculating the time and costs, the Parties stipulate that Airespring’s in-house legal staff’s time shall be billed at \$200.00 per hour.

3.19. Right of Offset: If Customer defaults on any payment obligation owed Airespring under any agreement for more than thirty (30) days and Airespring has funds that are owed the defaulting Customer, Airespring may offset that which it is owed by first applying such funds to the full balance due by the defaulting Customer. Any amount remaining following the offset shall be remitted to Customer in the normal course of business.

3.20. Call Rating: For Customers that purchase a Local voice service, “Local” calls are separate from “Local Toll” calls. A local call is a telephone call that both originates and terminates within the Customer’s exchange. A Local Toll call is a telephone call that terminates within a geographic area known as a Local Access and Transport Area (“LATA”) in which the Customer is located, but outside of the Customer’s exchange. Per minute toll charges usually apply to a Local Toll call. Calls will be rated as local calls if they are terminated within subscriber’s Local Calling Area associated with the call’s originating ANI (which must be an Airespring assigned DID). All calls outside of a subscriber’s Local Calling area shall be rated as either intrastate, interstate, or international long distance.

For Customers that purchase Long Distance (“LD”) service, calls will not be rated as local calls, and as such no call will be billed at no charge. There are only five categories of LD calls: intrastate, interstate, offshore, international and indeterminate. Intrastate calls originate and terminate in the same US state within the contiguous 48 states. Interstate calls originate and terminate in different US States within the 48 contiguous US states. Offshore calls terminate or originate to the United States territories, Alaska or Hawaii, with the alternate leg originating or terminating within the contiguous 48 states. International

calls originate from and/or terminate into a country other than the United States and its territories. All of the above defined categories shall only be applicable if a valid NADP telephone number appears in the Originating Automatic Number Identification (ANI) and Terminating ANI provided in the call signaling with respect to any US number. All other originated telephone numbers are deemed indeterminate calls. Indeterminate calls are billed at the higher of the intrastate or interstate rates.

For purposes of determining call jurisdiction, Airespring uses the Originating Automatic Number Identification (ANI) and Terminating ANI provided in the call signaling. Airespring utilizes the value in the 'FROM' field in the SIP header as the Originating ANI for establishing the jurisdiction of the call (i.e. interstate versus intrastate versus international). However, in the event a value is present in any of the SIP header fields used for caller id (e.g. Remote Party ID, P-Assert-Identity) Airespring may use this in lieu of the "FROM" field as the Originating ANI to determine the jurisdiction of a call. If Airespring cannot accurately rate a call due to an invalid or omitted Originating ANI, and its rating jurisdiction is not international, Airespring will default to rating the call at the prevailing Intrastate long distance rate. Airespring will determine the originating or terminating carrier by evaluating the terminating ANI down to the NPA-NXX-X level. Customer is required to maintain the originating ANI for all outbound calls and abstain from any level of ANI manipulation in the call signaling.

3.21. Local Call Rating Exclusion: Rating outbound calls as Local only applies to calls that utilize telephone numbers (DIDs) assigned by Airespring or that have been ported to Airespring's service as the originating ANI. Termination of calls from DIDs not provided by Airespring or ported to Airespring's service will be rated as either Interstate or Intrastate long distance. This distinction of inter versus intrastate long distance will be determined based on the Originating Automatic Number Identification (ANI) and Terminating ANI provided in the call signaling. If Airespring cannot accurately rate a call due to an invalid or omitted Originating ANI, and its rating jurisdiction is not international, Airespring will default to rating the call at the prevailing Intrastate long distance rate.

3.22. Toll Free Pricing: For the Customer to obtain the pricing of toll free calls set forth on the Service Order i) all associated DIDs to the toll free numbers must be ported to Airespring or ii) Airespring must assign the associated DIDs, otherwise a higher switched rate will apply for toll free minutes.

3.23. No Rollover: All bundles/buckets of minutes and/or bundles of text are invoiced on a monthly basis. Unused minutes or texts do not rollover into subsequent months.

4. Billing Disputes:

4.1. Customer Obligation: Any invoices issued to Customer shall be deemed correct and binding on Customer unless Customer files a dispute according to the provisions of this Section 4.

4.2. Requirements for Valid Dispute: An invoiced charge will be deemed disputed by Customer if, and only if: (a) Customer believes in good faith that the charge was invoiced in error; (b) Customer provides Airespring written notice of the disputed charge no later than thirty (30) days from the date of the invoice on which the charge first appeared; and (c) Customer's notice of the disputed charge includes the amount of the disputed charge, the reason the charge is disputed, and documentation supporting the dispute, and provide all documents supporting each dispute. Customer shall not have the right to withhold any amount not properly disputed. If Customer does not dispute a charge(s) on the invoice within thirty (30) days from the date of the invoice, then the invoice will be deemed to be correct.

4.3. Resolution of Disputed Charges: Airespring shall have the right to determine in good faith the merit of each dispute and Customer's associated payment obligation. Airespring will investigate all billing disputes and notify Customer in writing that: (a) a credit will be issued to reverse any amount that Airespring determines was incorrectly billed, or (b) Airespring has determined that the disputed charge was invoiced correctly. After a billing dispute is resolved, if the dispute is resolved in Airespring's favor, Customer will, within five (5) business days of such resolution, remit to Airespring any required payment, plus interest at the lower of one and one-half percent (1.5%) per month or the maximum rate permissible under applicable state law, calculated from the due date until the date payment is received by Airespring. Failure to pay such amount in full within such five (5) day period shall be a breach hereof and shall entitle Airespring, in addition to its other remedies at law or equity, to terminate all Services to Customer without notice and without liability of any kind or amount. If the dispute is resolved in Customer's favor, and Customer withheld payment of the disputed amount, then Airespring will issue a credit to reverse the amount incorrectly billed. If the dispute is resolved in Customer's favor and Customer previously paid the disputed amount, then Airespring will issue a credit to reverse the amount incorrectly billed and apply such credit against Customer's next invoice(s). If Customer is no longer being invoiced by Airespring, Airespring will remit to Customer the amount of the credit within ninety (90) days of the date of such credit.

5. Services and Equipment:

5.1. Products and Customer Equipment Supplied by Airespring: Airespring may deliver to Customer certain software, hardware and documentation, including but not limited to Airespring-provided equipment (collectively, "Products"). Airespring grants to Customer a personal, limited, non-transferable, non-exclusive, license, without the right to sublicense, transfer, copy or create derivative works, to use the Products during the term of the appropriate ASO solely for use with the Service specified in such ASO and in accordance with the Agreement. Either Airespring or other third-parties own and will continue to own the software used to provide Services. Customer may not decompile, reverse engineer or otherwise use any software code from any software provided by Airespring or its suppliers. Some software necessary to fully utilize the full functionality of the Services may require Customer to accept additional terms and conditions required by the third-party providers of such software. If Customer has purchased or leased Equipment from Airespring or its certified third party leasing company then the Customer must install Equipment in accordance with instructions provided by Airespring (or its third party vendor). Customer may not change the settings on any equipment supplied by Airespring or its agents without Airespring's express written consent. In addition Airespring-provided equipment must be used solely for the purpose of Service utilization. Airespring will use commercially reasonable efforts to supply and configure the Products to allow Customer to use the Services, unless Customer is supplying its own equipment or purchasing it from a third party (including an Airespring authorized dealer or fulfillment partner). Airespring is not responsible for the configuration of, or the components of, Customer's personal computer or for other telephony equipment that may be necessary to make such customer-provided equipment compatible with the Service. For any equipment that Customer purchases directly through Airespring, Airespring may supply new or recertified equipment. On new and recertified equipment purchased by Customer through Airespring, Customer understands that any Product it purchases through Airespring, a dealer or fulfillment partner is only designed to work with Airespring's Services. If Customer or Airespring terminates Services for ANY REASON, Customer will

NOT be eligible for a refund, either full or partial, for any fees paid by Customer for a Product, or for third party-supplied equipment.

5.2. Return of Airespring-Provided Equipment. Customer agrees to return all equipment provided by Airespring or its underlying carriers (“Airespring Provided Equipment”) within thirty (30) days of i) the termination of Services for any reason or ii) upon receiving replacement Airespring-Provided Equipment for a non-functioning unit or as part of a Service upgrade. Customers may receive a prepaid shipping label by emailing the request to shipping@airespring.com. Please include your company name, address and telephone number in the request. If Customer fails to return all of the Airespring-Provided Equipment within the thirty (30) day period, Airespring shall invoice Customer for the current replacement cost of any Airespring-Provided Equipment not returned, plus taxes. The Airespring-Provided Equipment must be returned in the same condition as received, normal wear and tear excepted.

5.3. Maintenance, Support, and Repair for Products Provided by Airespring: All equipment provided to Customer by Airespring is subject to the terms and conditions set forth in the manufacturer’s or publisher’s warranty, end-user license, or agreement applicable to such Products, with no additional warranty of any kind from Airespring. If Customer purchases equipment from Airespring, an authorized dealer or fulfillment partner, Customer must address any issues or warranty concerns relating to that equipment with the manufacturer of such equipment or the authorized dealer or fulfillment partner. Airespring will not repair, replace or warranty such purchased equipment. Customer shall reimburse Airespring for the Field Service Technician visit, if applicable, at then-applicable rates and for the cost of any replacement equipment for the entire cost to repair and/or replace any Product in the event that Product requires replacement due to (a) misuse or abuse, (b) failure to exercise reasonable care, (c) altering original Airespring configuration, (d) damage, (e) theft, or (f) disaster. If a replacement Product is requested for an Airespring-supplied non-purchased Product, Airespring will ship preconfigured replacements to Customer. Customer shall return any non-purchased faulty Product to Airespring within thirty (30) days of receiving the replacement Product or pay for such Product. Customer will not receive compensation for downtime associated with Product failure, replacement or repair. Airespring’s liability is strictly limited to the pro-rata reduction of Airespring’s monthly recurring charges. At Airespring’s discretion, any Product, either originally, or as a replacement, may be new, recertified or refurbished. Any Product supplied by Airespring as a replacement Product will carry the remainder of any manufacturer warranty. Airespring may also provide any Product upgrades at no expense to Customer, and Customer shall use all such upgrades provided by Airespring. Airespring shall not replace, and Customer shall be responsible for the full cost of replacement of Airespring-Provided Equipment and phones in the event of damage: (a) to consumable parts, such as batteries, or protective coatings designed to diminish over time unless failure has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents, and broken plastic on ports; (c) to damage caused by use with other products; (d) to damage caused by accident, abuse, misuse, liquid contact, fire, earthquake or other external causes; (e) to damage caused by operating the product outside the permitted or intended uses described by Airespring; (f) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Airespring; (g) to a product or part that has been modified to alter functionality or capability without the written permission of Airespring; (h) to defects caused by excessive wear and tear or otherwise due to the excessive aging of the product or (i) if any serial number has been removed or defaced. Airespring and

its suppliers shall have no obligation or liability in connection with any equipment not purchased through Airespring even if configured by Airespring, or for any abuse, misuse or reconfiguration, including, but not limited to, the addition of software or other devices, of any equipment by any party other than Airespring.

5.4. Customer-Provided Equipment (“CPE”): Customer may not use equipment that Airespring has not certified for use with the Airespring Services. Customer is solely responsible for ensuring that CPE complies with the compatibility guidelines published by Airespring. If Customer or a third party changes the settings with respect to equipment at Customer’s location that Airespring uses to provide Service (including, but not limited to, the addition of software or other devices on the LAN), then Customer assumes the risk that the Service may not work. Customer is solely responsible for ensuring the proper functioning of Customer-provided CPE. Airespring will not provide any assistance in the setup or configuration of Customer provided CPE at the time of installation. Customer is solely responsible for the management of Customer-provided CPE. Airespring’s Customer Support Center will not provide any assistance with the configuration or maintenance of Customer-provided CPE. If Airespring dispatches a Field Service Technician in response to a trouble ticket ultimately determined by Airespring to be the result of the Customer-provided CPE, Airespring will charge Customer for the Field Service Technician dispatch. The Customer will not receive service credits if Airespring determines that Customer-provided CPE contributed to the event for which Customer is requesting a credit. IN ADDITION TO THE WARRANTY DISCLAIMERS ELSEWHERE IN THIS AGREEMENT, AIRESPRING EXPLICITLY DISCLAIMS ANY AND ALL WARRANTY OR MAINTENANCE RESPONSIBILITY FOR CUSTOMER-PROVIDED CPE. ANY WARRANTY CLAIMS, MAINTENANCE, OR REPAIRS FOR CUSTOMER-PROVIDED CPE WILL BE THE SOLE RESPONSIBILITY OF CUSTOMER. Customer will not receive Service Level Agreement credits if Airespring determines that Customer-provided CPE contributed to the event for which Customer is requesting.

5.5. Customer Cooperation: Provisioning and maintaining Service will require Customer’s cooperation, including allowing Airespring or its third-party contractors, reasonable and safe access to Customer’s premises to activate and support the Service.

5.6. Airespring Local SIP Trunk Services: Airespring SIP Trunks is a bundled virtual trunking service providing inbound, outbound local and long distance voice services via an Airespring assigned direct inward dial telephone number (“DID”). The service will route between a Customer’s Internet Protocol (“IP”) address and either the public switched telephone network (“PSTN”) or another IP address with Airespring delivering traffic to the Customer’s gateway device or IP-private branch exchange (“IP-PBX”) via an Internet protocol connection using Session Initiation Protocol (“SIP”) signaling. Each SIP Trunk enables a single concurrent call but can be oversubscribed with multiple assigned DIDs being accessible via a single trunk. SIP Trunks may also include static 911 services, 411, Operator services, inbound caller id, caller location or white page listing, which require Customer to provide their own legitimate service address. Only telephone numbers (“TNs”) or Toll-Free TNs provided by Airespring or ported to the Airespring network can be used in conjunction with this service.

5.7. Airespring Local SIP Trunk Services Limitations: Airespring SIP Trunk service does not include any Class 5 features (e.g. call waiting, call forwarding, voicemail, etc.), nor will the service provide any of the following call types: 976, 900, or 1010xxx. (Outbound local, 911, outbound 800 calls or 411 calls are only available if the call’s originating Automated Number Identification (“ANI”) is a Airespring assigned DID or a DID that has been ported to the Airespring network). The Service does not support 0+ or operator

assisted calling, including, without limitation, collect calls, third party billing calls, 900, or calling card calls. The Service may not support 311, 511, and other x11 services in one or more service areas. All special configurations are subject to Airespring's approval and Airespring reserves the right to terminate this agreement where proper interoperability testing has not been completed when required. Any traffic deemed to jeopardize the integrity of Airespring's network may be blocked by Airespring. Airespring SIP Trunk Service may not be compatible with all non-voice communications equipment, including but not limited to home security systems, TTY, medical monitoring equipment, certain versions of TiVO, satellite television systems, PBX, Centrex, other private telephone networks, or computer modems. The Customer waives any claim against Airespring for interference with or disruption of these services and equipment, as well as any claim that Airespring is responsible for any disruption to Customer's business, if applicable. If Customer uses public broadband or Internet access, Airespring SIP Trunk Service presently is not compatible with all broadband services. Some providers of broadband service may provide modems that prevent the transmission of communications using the Airespring SIP Trunk Service. Airespring does not warrant that SIP Trunk Service will be compatible with all broadband services and expressly disclaims any express or implied warranties regarding the compatibility of Airespring SIP Trunk Service with any particular broadband service.

5.8. Hosted Music on Hold Services: Customer may also be purchasing Airespring's music hosting services (the "Music Hosting Services"), which may be purchased separately. Customer grants to Airespring and its suppliers a non-exclusive, worldwide, and royalty-free license for the term of this Agreement to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use Customer's content as necessary for the purposes of rendering and operating the Music Hosting Services under this Agreement. If Customer provides Airespring with material that Customer wishes Airespring to host (e.g., custom music for Customer's music on hold) (the "Custom Materials"), Customer represents and warrants that Customer has obtained and will maintain all necessary and appropriate rights, approvals and/or licenses for use of the Custom Materials. Customer agrees to indemnify and hold Airespring, its officers, directors, employees, affiliates, suppliers and shareholders harmless for all third-party claims arising out of use of the Custom Materials. Customer expressly: (a) grants to Airespring and its suppliers a license to cache materials distributed or made available for distribution via the Music Hosting Services, including content supplied by third parties, and (b) agrees that this caching is not an infringement of any of Customer's intellectual property rights or any third party's intellectual property rights. Customer shall indemnify and hold harmless Airespring (including its attorneys' fees and expenses) in connection with any claim or violation of any intellectual property rights in related to materials distributed or made available for distribution via the Music Hosting Services.

5.9. AireContact Service:

5.9.1 Description of AireContact Service: AireContact is a software-as-a-service (SaaS) virtual contact center solution that enables Customer to receive, deliver, and process multichannel communications (the "AireContact Service"). AireContact Service includes (1) the products, services, and features made available or provided to Customer by Airespring in connection with the AireContact Service; and (ii) the software, content, text, documents, descriptions, products, graphics, photos, sounds, videos, interactive features, trademarks, service marks and logos, contained in the AireContact Service.

5.9.2 License: Airespring provides to the Customer in support of the AireContact Service only, a non-exclusive, non-transferable, non-sub licensable, revocable right to access and use the AireContact Service during the term set forth in the Airespring Service Order.

5.9.3 Restrictions on Use for AireContact Service: "AireContact User" means an employee of Customer that may access the AireContact Services. Customer must not, and shall not allow any AireContact User or other representative to: (i) permit any third party to use the AireContact Service; (ii) use the AireContact Service to process data on behalf of any third party; (iii) give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, transfer or distribute any portion of the AireContact Service to any third party, including, but not limited to Customer's affiliates, or use the AireContact Service in any service bureau arrangement; (iv) circumvent, disable or otherwise interfere with security-related features of the AireContact Service or features that prevent or restrict use or copying of any content or that enforce limitations on use of the AireContact Service; (v) reverse engineer, decompile or disassemble the AireContact Service software or any components thereof, except to the extent such acts are required to be permitted by applicable law; (vi) disclose or publish the results of any benchmark tests run on the AireContact Service; (vii) use any robot, spider, scraper, or other automated means to access the AireContact Service for any purpose; (viii) interfere or attempt to interfere with the integrity or proper working of the AireContact Service, or any related activities; (ix) modify, translate, patch, alter, change or create any derivative works of the AireContact Service, or any part thereof; (x) disclose AireContact user names or passwords to any third party; (xi) remove, deface, obscure, or alter Airespring's or any third party's copyright notices, trademarks, or other proprietary rights affixed to or provided as part of the AireContact Service, or use or display logos of the AireContact Service differing from Airespring's own without Airespring's prior written approval; (xii) to send unauthorized commercial communications, except to the extent permitted by applicable law; (xiii) to invade the privacy rights of any third party, (xiv) to record or monitor any third party without first obtaining their consent to do so if required by state or federal law; or (xv) use the AireContact Service in any unlawful manner or in breach of this Agreement.

5.9.4 Account for AireContact Service: If the AireContact Service is ordered by Customer, upon acceptance of such order, Airespring will create a Customer Account for the AireContact Service. ("AireContact Account"). Customer must not allow anyone other than its authorized AireContact Users to access and use the AireContact Account. Customer agrees (i) to keep, and ensure that its AireContact Users keep, all AireContact Account login details and passwords secure at all times; (ii) that, as between it and Airespring, Customer shall remain solely responsible and liable for the activity, actions, or inactions that occurs in connection with its AireContact Account; and (iii) to promptly notify Airespring in writing if Customer becomes aware of any unauthorized access or use of the AireContact Account.

5.9.5. Authorized Contact: Customer agrees to designate to Airespring one (1) named contact representative ("Named Contact"). The Named Contact, including his/her then-current contact and email information, must be designated in the AireContact Account, as updated from time to time by Customer. Customer agrees that only the Named Contact (i) may make changes to the AireContact Account, including in connection with ongoing subscriptions; and (ii) shall be the Customer's point-of-contact with Airespring during the implementation of the AireContact Service.

5.9.6. Customer Data for AireContact Service: Customer may provide or make accessible to Airespring data or information about Customer and its employees, agents, customers, or any third party, in

connection with its recording of calls as part of the AireContact Service with the generation of reports via the AireContact Service, and the generation and presentation of real-time analytics data regarding Customer's use of the AireContact Service (collectively, "Data"). Customer hereby authorizes Airespring to store, use, modify, upload, display and copy the Data solely in connection with providing the AireContact Service to Customer. As between Customer and Airespring, Customer retains exclusive ownership of the Data. Notwithstanding any other term herein, Customer agrees that Airespring may use Data that is not personally identifiable for its internal business purposes to evaluate and improve the AireContact Service. Customer (i) acknowledges that Airespring does not store all of the Data that Customer may generate during its use of the AireContact Service (the notices and tools that Airespring provides on the AireContact Service should help inform Customer which Data will be stored by Airespring); and (ii) acknowledges and agrees that (a) Customer will lose access to any Data that it deletes; and (b) in any event, Customer is solely responsible for the backup of its Data. Barring a separate explicit contract with Airespring to the contrary, Customer shall not store any social security number information, credit card information, personal health information or other sensitive personal information (in aggregate, "Private Information") on an AireContact server or AireContact database. If Customer stores any Private Information on an AireContact server or database in violation of the terms in this Section, Airespring assumes no liability for the protection of the Private Information. Customer shall hold Airespring and its employees, contractors, agents, affiliates, managers, shareholders and owners harmless from any unauthorized disclosure of Private Information arising from i) any negligent, accidental, or inadvertent action or inaction of Airespring or its employees, contractors, agents, affiliates, managers, shareholders and owners; ii) any conduct or misconduct of any Airespring employee acting outside the scope of their employment or any contractor acting outside the scope of his/her contract with Airespring; or iii) arising from any event or circumstance beyond Airespring's reasonable control. With respect to Private Information, Customer is solely responsible to adhering to all applicable, laws, regulations, and standards, including, as applicable, Payment Card Industry ("PCI") data security standards and the Health Insurance Portability and Accountability Act of 1996 ("HIPPA") laws.

5.9.7 Title to AireContact Service: Title and full, exclusive ownership rights of the AireContact Service (and all parts thereof, including, without limitation, its content and software), and all reproductions, corrections, modifications, enhancements and improvements, and all related patent rights, copyrights, trade secrets, trademarks, service marks, logos, related goodwill, including data related to Customer's usage thereof, and Airespring's intellectual property, and any rights therein not explicitly granted to Customer hereunder, are reserved to and shall remain solely and exclusively owned by Airespring (or its third party licensors). Further, Airespring shall exclusively own any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any third party relating to the AireContact Service (the "Feedback"). Customer hereby assigns, and agrees to assign, any and all right, title, and interest, in and to the Feedback, and any modifications or derivative works thereto, to Airespring.

5.9.8. AireContact Service Excludes Emergency Services: Customer acknowledges and agrees, and shall inform its AireContact Users that the AireContact Service does not include emergency services.

5.9.9. Customer as Reseller of AireContact Service: If Customer is a wholesale customer reselling AireContact Service, then Customer shall require their customers using AireContact Service to consent and agree to the terms set forth in this Section 5.9, Section 7.5 (disclaimer of warranties), Section 8 (indemnification), Section 9 (limitations of liability), Section 10 (termination) or such other terms that

are substantially similar to these terms. Customer may not resell the AireContact Service unless Airespring has explicitly agreed in writing that Customer is approved by Airespring to do so. Customer should also inform their customers, if applicable, of the possible right of exemption for taxes or surcharges, as set forth in this Agreement in Section 3.13.1. As a reseller, Customer shall be solely liable for payment of all amounts due and owing to Airespring for the AireContact Service ordered, regardless of whether or not Customer is able collect from its customers.

5.10. AireTxt Service:

5.10.1 Description of AireTxt Service: AireTxt is a service that allows the Customer and its end users to transmit a text message over a voice line to a destination telephone number. The AireTxt service may be used in conjunction with other separate Airespring services, including but not limited to AireContact and AireBroadcast.

5.10.2 Warranty for AireTxt. Notwithstanding any other warranty provisions in this Agreement, Airespring does not warrant AireTxt will meet the Customer's requirements, will be error-free, will be without interruption, or will be virus-free. Airespring uses a number of underlying providers and third party hosted services. Those providers may my exert restrictions on AireTxt traffic, as, for example, if the underlying carrier detects abuse patterns. Due to the nature of the AireTxt Service, Airespring cannot and does not guarantee that a particular text message(s) will arrive at the destination within any particular timeframe, or at all. AireTxt shall be provided on an "as is" and "as available" basis. Airespring shall use commercially reasonable efforts to correct any problems with AireTxt experienced and reported to Airespring by Customer.

5.10.3 Restrictions on Use of AireTxt. AireTxt is provided for commercial use. Customer warrants and represents that Customer will adhere to all applicable federal, state, and local laws, ordinances, regulations, and codes. Some telemarketing laws and regulations apply to texting, such as the Federal Communication Commission's Telephone Consumer Protection Act ("TCPA"). Federal and/or state copyright, trademark, rights of privacy, and rights of publicity laws and regulations are also applicable. Customer shall not i) send unsolicited commercial texts to large numbers of recipients (SPAM); ii) infringe on the copyrights, trademarks, or rights of publicity owned by third parties; iii) send harassing, obscene, pornographic, racist, libelous, threatening, or otherwise illegal content; iv) knowingly transmit any file that contains a computer virus; v) mount any denial of service attack or otherwise intentionally interfere with or degrade network performance; vi) mislead the recipient as to the identity of the originator of the text; vi) attempt to gain unauthorized access or knowingly permit others to gain unauthorized access to the accounts of others; or vii) use the Services to engage in unlawful or illegal activity. Customer is solely responsible for the content in the text and agrees to hold Airespring harmless for Customer's use of the Services and for the content that Customer sends. Customer is strongly encouraged to follow applicable guidelines in the "U.S. Consumer Best Practices for Messaging," published by the Mobile Marketing Association and to be aware of restrictions for messaging in the "SMS Interoperability Guidelines" published by the Cellular Telecommunications & Internet Association ("CTIA").

5.10.4 Unsolicited Texts: It is Customer's sole responsibility to adhere to all laws and regulations regarding the National Do Not Call Directory. Unless provided by law, Customer shall not send texts to telephone numbers on the National Do Not Call Directory. For commercial texts to telephone numbers, it is Customer's sole responsibility to ensure the recipient has consented in writing in advance to the

text. It is Customer's sole responsibility to stop sending texts to those telephone numbers at which the recipient withdraws his/her consent to receive texts or messages.

5.10.5. User Accounts: Airespring shall provide an account, protected by password, for AireTxt user. The password may be used to access certain Airespring web site(s). It is Customer's sole responsibility to ensure that its AireTxt users protect their passwords from disclosure to others. Passwords are to be kept confidential by each assigned AireTxt user.

5.10.6 Group Texting: Group texting is limited to fifty (50) or less recipients.

5.10.7 Right to Suspend or Terminate AireTxt: If Airespring determines, in its sole, reasonable discretion that Customer is not adhering to laws and regulations applicable to texting, or if Customer is harassing individuals or businesses via AireTxt Services, Airespring may consider such conduct a breach of this Agreement. In such event Airespring reserves the right, among other remedies, to suspend or terminate Customer's AireTxt Service after written notice to Customer.

5.11. Wireless Data Service:

5.11.1 Description: The Wireless Data Service ("Wireless Data Service") is a service that allows the Customer to send or receive data, excluding voice data, via a wireless cellular connection to AT&T's wireless network.

"AT&T," as used in this Agreement, is a registered trademark of AT&T Intellectual Property II, L.P. AT&T Intellectual Property, Inc. Permitted activities include i) web browsing; ii) email; iii) intranet access; iv) uploading and downloading applications and content to and from the Internet or third-party applications stores; and v) using applications and content without excessively contributing to network congestion (in aggregate, "Permitted Activities"). Customer shall only use the Wireless Data Service for these Permitted Activities.

5.11.2 Compatible Devices: Airespring-supplied routers will be configured with a proper AT&T SIM card supplied and monitored by Airespring. Airespring will not allow Customer provided AT&T SIM cards to be used in conjunction with Airespring Wireless Data Services. Only Airespring-supplied SIM cards can be used with Airespring Wireless Data Services. Customer may elect to access the Wireless Data Service directly from a device without a router. In the event Customer chooses to supply their own router or device, Airespring will be unable to monitor such equipment. The device must be equipped with a proper AT&T SIM card supplied by Airespring and must be compatible with and accessible to AT&T's network. Since the Wireless Data Service is a data-only service, certain devices such as cell phones are not allowed. Compatible devices may include tablets, gaming devices, modems, notebooks or laptops. The performance of non-branded AT&T devices is not guaranteed. AT&T may, at its sole and absolute discretion, modify the programming to allow a device to operate on another system, but Customer shall not modify a device or its programming to enable the device to operate on another system. If equipment is ordered from Airespring, equipment price and availability may vary. Customer's device must comply with all applicable laws, rules and regulations. Airespring/AT&T may periodically program Customer's device remotely with system settings for roaming service to direct the device to use network services most appropriate for Customer's typical usage, and other features that cannot be changed manually.

5.11.3 Early Termination Liability: If the Customer terminates the Wireless Data Service in whole or part before the term of the agreement early termination liability as set forth in Section 3.17 may apply.

5.11.4 Warranty for Wireless Data Service and Limitations on Service: Airespring makes no warranty that the Wireless Data Service will work in all geographic areas or that it will work without interruption or interference. Service areas are subject to change by AT&T without notice. Coverage areas vary among AT&T network technologies. The service may be subject to certain device and compatibility limitations including memory, storage, network availability, coverage, accessibility and data conversion limitations. Actual network speeds depend on device characteristics, network, network availability and coverage levels, tasks, file characteristics, applications and other factors. Performance may be impacted for a number of reasons, including but not limited to, transmission limitations, terrain, in-building / in-vehicle use, capacity constraints, environmental conditions, unavailability of radio frequency channels, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modification and repairs, and problems with the facilities of interconnection carriers. If Customer is outside an AT&T coverage area, access will be limited to information and applications previously downloaded to Customer's device. Airespring shall not be liable for such performance problems that are beyond Airespring's reasonable control. Airespring shall not be liable for nonproprietary services or their effects on devices.

5.11.5 Data Allowance: Customer shall receive a monthly data usage allowance based on the data plan Customer orders. If Customer exceeds the monthly data usage allowance in the billing period, Customer shall be liable for and billed for overage charges. There is no rollover of unused data if Customer does not use the full monthly usage allowance. Data transport or usage is calculated in full-kilobyte increments, and actual transport or usage is rounded up to the next full-kilobyte increment at the end of each data session for billing purposes. Airespring calculates a full kilobyte of data transport/usage for every fraction of the last kilobyte of data transport/usage used on each data session. Transport or usage is billed either by the kilobyte ("KB") or megabyte ("MB"). If billed by MB, the full KBs calculated for each data session during the billing period are totaled and rounded up to next full MB increment to determine billing. If billed by KB, the full KBs calculated for each data session during the billing period are totaled to determine billing. Network overhead, software update requests, email notifications, and resend requests caused by network errors can increase measured kilobytes. Data transport/usage occurs whenever your device is connected to our network and is engaged in any data transmission. Data usage occurs whenever the Customer's device(s) is connected to the AT&T network. Data usage can arise from some applications, content, or programs and software that Customer downloads or that comes pre-loaded on Customer's device that automatically and regularly sends a receives data transmissions in order to function properly, without Customer affirmatively initiating the request and without Customer's knowledge.

5.11.6 Wireless Data Service – (Pooled Plans): On certain Airespring Wireless Data Service plans, users may pool the amount of data available for their devices. Tethering / mobile Wi-Fi hotspot use is permitted under pooled use, but such use is limited to a maximum of five (5) simultaneous users per device. Data used by devices connected to a tethering device or mobile hotspot is deducted from plan data. If Customer i) uses a smartphone, ii) uses any device not compatible with the AT&T network, iii) allows more than five (5) simultaneous users for tethering / mobile hotspot use, or iv) otherwise uses a Wireless Data Service – pooled plan in any way inconsistent with its terms, then Airespring may (a) suspend or terminate service to the account, (b) place any non-complying device on an alternate, appropriate pooled plan, and/or (c) add any other required element into the plan.

5.11.7 Data Roaming: A Domestic Coverage Area is defined as data service within the United States, Puerto Rico, and the United States Virgin Islands. If roaming outside a Domestic Coverage Area, pay per use rates will apply unless an international data package is added in advance. Not all devices may be eligible for international roaming service. For information on the most current pay-per-use rates and available international data packages and coverage contact Airespring Customer Service.

5.11.8 Off net Data Usage: If Customer uses the Wireless Data Service on carrier networks other than AT&T's wireless network ("Off net Data Usage") and such Off net Data Usage exceeds the allotment of Off net Data Usage for Customer's plan, then Airespring may at its option i) terminate Customer's access to Wireless Data Service, ii) deny Customer continued usage on other carrier's networks, or iii) change Customer's plan to one imposing usage charges for Off net Data Usage. Customer's Off net Data Usage allowance is equal to the lesser of 24 MB or 20% of the kilobytes included with Customer's plan. Customer may be required to use a device programmed with AT&T's preferred roaming database. There are no data roaming charges within the United States but customer can be billed for excessive roaming in the U.S. The display on Customer's device might not indicate whether or not Customer is incurring roaming charges. Cruise ship roaming rates apply for data used while on a ship. International data rates apply to all data usage outside of the United States, Puerto Rico, and U.S. Virgin Islands.

5.11.9 Security: Airespring is not responsible for loss or disclosure of any sensitive information Customer transmits on the Wireless Data Service. Airespring's Wireless Data Service is not equivalent to wireline Internet. If Customer uses a device to access company email or information using the Wireless Data Service, it is Customer's responsibility to ensure Customer's use complies with Customer's internal IT and security procedures. Additionally, Airespring is not responsible for nonproprietary services or their effects on devices. AT&T collects information about the approximate location of Customer's wireless device in relation to AT&T's cell towers and the Global Positioning System (GPS). AT&T uses that information, as well as other usage and performance information also obtained from AT&T's network and Customer's device, to provide Customer with wireless data services, and to maintain and improve AT&T's network. AT&T may also use location information to create aggregate data from which Customer's personally identifiable information has been removed or obscured. Such aggregate data may be used for a variety of purposes such as scientific and marketing research and services such as vehicle traffic volume monitoring. It is Customer's responsibility to notify users on its account that AT&T may collect and use location information from wireless devices.

5.11.10. Delayed Billing: Billing of data usage or other services (such as usage for roaming on networks other than AT&T's network) may occasionally be delayed. Such usage charges will appear in the Airespring invoice in a later billing cycle, and will be deducted from the usage allotment for the month in which the usage is actually billed, which may result in additional charges for that month. Airespring reserves the right to change or modify billing formats from time to time. Additional charges may apply if the Customer requests hardcopies of Customer's invoice or for more detailed information about usage of Services.

5.11.11. Prohibited Activities: Customer is prohibited from using the Wireless Data Service for i) anything violating applicable law; ii) hindering other customers or users from accessing AT&T's wireless network or other parties' Internet-based resources; iii) compromising network security, capacity or performance; iv) excessively and disproportionately contributing to network congestion; v) adversely impacting network service levels or legitimate data flows; vi) causing harm to other customers or third

parties; v) reselling either alone or as part of another good or service; vi) tethering a wireless device to a computing device (such as a computer); vii) attempting to access the accounts of others without authorization; viii) using malware such as spyware, worms, Trojan horses, rootkits and/or crimeware; ix) causing denial of service attacks against a network host or individual user(s); x) sending spam or unsolicited commercial or bulk email (or activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email); xi) hindering another customer's access to the network; xii) degrading network performance by maintaining a sustained and continuous wireless data service connection or active wireless Internet connection (including but not limited to applications such as continuous Web camera posts or broadcasts, and use of the service as a substitute or backup for private lines or full-time or dedicated data connections); xiii) using the service in connection with high bandwidth applications, services and content that are not optimized to work with AT&T's network (such as redirecting television signals for viewing on computing devices or operating supervisory control and data acquisition devices); xiv) publishing threatening, offensive, or illegal material; xv) violating the privacy rights of individuals or entities; and xvi) modifying Customer's device from its manufacturer's specifications (in aggregate, "Prohibited Activities"). If Customer uses the Wireless Data Service in violation of the Prohibited Activities, Airespring shall have the right to take remedial action, including but not limited to, i) modifying the permitted and prohibited activities; ii) engaging in any reasonable network management practice to enhance customer service or reduce network congestion; iii) reducing data throughput speeds at any time or place if data usage exceeds applicable, identified usage threshold during a billing cycle, after advanced notice from Airespring; iv) monitoring and collecting customer usage information to better optimize the operation of the network and v) interrupting, suspending, cancelling or terminating Customer's Wireless Data Service without advanced notice.

5.12. Airespring Security Services:

5.12.1 Description of Airespring Firewall Service: The Airespring Firewall Service helps protect Customer's network with a layer of network security, including support for intrusion prevention (such as alerting Customer as to malicious and unknown events via a web portal), malware (anti-virus and anti-spyware) prevention, content and URL filtering, and application intelligence and control. Airespring offers the Airespring Firewall Service during the term of this Agreement and subject to the terms and conditions herein as i) a firewall located within the Customer's premises and fully managed by Airespring, ii) a cloud-based firewall, fully managed by Airespring, or iii) a firewall located at the Customer premises and managed / maintained by the Customer. WiFi capability may be available for firewalls at the Customer premises. High Availability ("HA") configurations of firewalls may also be available. For HA, multiple firewalls are configured and synchronized, providing redundancy and avoiding a single point of failure where customer can bring their own hardware. For Airespring fully-managed firewalls, as opposed to firewalls Customer elects to manage, i) event data is available via an online reporting system for early threat identification and ii) the firewall service includes 24x7 technical support. The Airespring Firewall Service consists of both firewall hardware or software or both. The Airespring Firewall Service may be used in conjunction with other separate Airespring services, including but not limited to MPLS and Dedicated Internet Access ("DIA") services. To receive the Airespring Firewall Service, Customer must submit an Airespring Firewall Service Order to Airespring specifying the desired firewall service(s), and Airespring must approve Customer's Service Order request.

5.12.2 License for Use. Subject to the terms and conditions in this Agreement, Customer shall have a limited, non-exclusive, non-transferable, non-sublicensable license to use the software supplied to

Customer in support of the Airespring Firewall Service (the “Licensed Software”). Customer shall not use the Licensed Software for any other purpose. Customer shall only use the Licensed Software on the equipment provided to Customer in support of the Airespring Firewall Service . The Licensed Software is only being licensed to Customer, not sold. This license shall automatically expire upon the expiration of the Initial Term for the Airespring Firewall Service , or any subsequent renewal terms. Customer may not reverse engineer, decompile, disassemble, or attempt to discover or modify in any way the underlying Licensed Software source or object code. Customer shall not modify, translate, localize, adapt, rent, lease, loan, sell, create derivative works from the Licensed Software, or create a patent using any part of the Licensed Software. Customer may not reload the Licensed Software from the equipment furnished in support of Airespring Firewall Service to any other equipment without Airespring’s prior written consent. Customer shall not engage in any act that will or is likely to result in misappropriation of infringement of Airespring’s or any third party’s intellectual property rights in the equipment, Licensed Software, or documentation. Customer shall not use the Licensed Software or documentation to create, market, lease or sell a product or service in competition with the Airespring Firewall Service . Each permitted copy of the Licensed Software and documentation made by the Customer must contain all titles, trademarks, copyrights and restricted rights notices as in the original. Notwithstanding anything to the contrary, nothing herein shall restrict Customer from exercising additional or different rights to any open source software that may be contained in or provided with the Airespring Firewall Service , in accordance with the applicable open source license(s). Customer shall be liable for its acts and omissions in connection with its misuse of the Airespring Firewall Service and shall defend Airespring against any action, claim or suit brought against Airespring in connection with or related to Customer’s misuse of the Airespring Firewall Service and shall pay any final judgments or settlements as well as Airespring’s expenses in connection therewith.

5.12.3 Proprietary Rights. The Airespring Firewall Service is protected by copyright, trademark(s), trade secrets, and/or patents of Airespring or third parties. This Agreement does not grant Customer permission to use trademarks or service marks or the intellectual property associated with or contained in the Airespring Firewall Service in any way other than as set forth in this Agreement. Airespring reserves any and all rights, implied or otherwise, that are not expressly granted to Customer in this Agreement. Customer shall own all right, title, and interest to any data provided by Customer to Airespring or its affiliates or independent contractors in connection with the provisioning, support or maintenance of the Airespring Firewall Service (“Customer Data”). During the term of the Airespring Firewall Service, Customer grants to Airespring and its affiliates a limited, non-exclusive license to use the Customer Data solely for the purpose of provisioning or maintaining the Airespring Firewall Service . Customer is solely responsible for backing up or archiving Customer Data, and Airespring assumes no responsibility for doing so or for the loss or corruption of any Customer Data.

5.12.4 Equipment: Except for equipment or hardware purchased by the Customer pursuant to an Airespring Service Order, or where customer provides their own compatible approved hardware, Airespring shall provide hardware as necessary in support of the Airespring Firewall Service. For a cloud-based firewall, no firewall is shipped to the Customer. The equipment used in connection with the Airespring Firewall Service is leased, not sold, to Customer. In the event Customer returns equipment for any reason, including returning equipment at the end of the term of the Airespring Firewall Service or returning the equipment for repair or replacement, Customer shall delete all Customer Data from the equipment prior to its return. Airespring and its affiliates and third parties shall have no liability for any

Customer Data left on equipment. Replacement equipment may be refurbished equipment, but shall function equivalently or better than the returned equipment. At the end of the term of the Airespring Firewall Service, Customer shall ship back the equipment to Airespring or its designated affiliate or independent contractor in the same condition as received, save for ordinary wear and tear. Shipping costs for such return shall be borne by Customer. Customer shall be solely liable for the full cost of any lost or unreturned equipment. New firewall devices shall be deployed and configured remotely by the Airespring team with a standard deployment configuration and on-site support from the customer. Service does not include wireless configuration on Customer devices (e.g. including but not limited to laptops, mobile devices, routers, hot spots, etc.).

5.12.5. Work at Customer Premises: If and to the extent that the implementation, performance or delivery of the Airespring Firewall Service requires Airespring personnel or third parties to be physically present at Customer's premises, and upon receiving travel approval from Customer, then Customer shall reimburse Airespring for all reasonable and out-of-pocket expenses, including but not limited to, hotel, airfare, and meals, incurred in connection with the implementation, performance or delivery of the Airespring Firewall Service.

5.12.6. Termination: Upon termination of the Airespring Firewall Service, i) the license for the Licensed Software shall automatically expire, ii) Customer shall immediately stop using the Airespring Firewall Service and associated documentation; iii) Customer shall remove all copies of the Licensed Software from all Customer-owned computers or other devices where the Licensed Software was installed on behalf of Customer; iv) Customer shall return all Licensed Software and documentation to Airespring (or Airespring's designated affiliate or independent contractor) or shall destroy the items; v) shall pay Airespring all outstanding amounts due and payable; and vi) shall promptly ship the equipment back to Airespring (or its designated affiliate or independent contractor), with shipping costs to be borne by Customer. Upon request from Airespring, Customer shall confirm in writing that it has complied with the above steps within ten (10) days of receipt of such request. If Customer terminates the Airespring Firewall Service before the end of the then-current term, Customer shall pay to Airespring on demand, as liquidated damages and not as a penalty, an Early Termination Liability charge ("ETL") equal to the sum of the Monthly Recurring Charges ("MRCs") for all of the months remaining in any applicable term,

5.12.7 Warranty Disclaimer/ Limitation of Liability: In addition to other warranty disclaimers or limitations of liability set forth in this Agreement, AIRESPRING DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE SOFTWARE OR HARDWARE. THE AIRESPRING FIREWALL SERVICE IS NOT FAULT-TOLERANT AND IS NOT DESIGNED FOR USE IN A HIGH-RISK OR HAZARDOUS ENVIRONMENT SUCH AS THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, AIR TRAFFIC CONTROL, LIFE SUPPORT MACHINES, WEAPONS SYSTEMS, OR ANY OTHER APPLICATION WHERE THE FAILURE OR MALFUNCTION OF THE SOFTWARE OR HARDWARE CAN REASONABLY BE EXPECTED TO RESULT IN DEATH, PERSONAL INJURY, SEVERE PROPERTY DAMAGE, OR SEVERE ENVIRONMENTAL HARM (IN AGGREGATE, "HIGH RISK ENVIRONMENT"). ANY USE OF THE AIRESPRING FIREWALL SERVICE IN A HIGH RISK ENVIRONMENT IS AT CUSTOMER'S SOLE RISK OF LIABILITY, AND AIRESPRING AND ITS AFFILIATES OR INDEPENDENT CONTRACTORS SHALL HAVE NO LIABILITY RELATED TO OR ARISING FROM CUSTOMER'S USE OF THE AIRESPRING FIREWALL SERVICE IN A HIGH RISK ENVIRONMENT. AIRESPRING DOES NOT WARRANT THE ABILITY OF AN AIRESPRING FIREWALL TO SUCCESSFULLY INTERWORK WITH THIRD PARTY FIREWALLS MANAGED BY OTHER PARTIES. DEPLOYMENT OF THE AIRESPRING FIREWALL SERVICE DOES NOT ACHIEVE THE IMPOSSIBLE GOAL OF RISK ELIMINATION, AND THEREFORE AIRESPRING DOES NOT

GUARANTEE THAT INTRUSIONS, COMPROMISES, OR OTHER UNAUTHORIZED ACTIVITY WILL NOT OCCUR ON CUSTOMER'S NETWORK.

5.12.8 Export Restrictions: The Airespring Firewall Service includes hardware, software, technology and/or encryption that are subject to United States export restrictions, including the Treasury Department, Office of Foreign Asset Controls ("OFAC"), the State Department's International Traffic in Arms Regulations ("ITAR"), and the Commerce Department's Export Administration Regulations ("EAR"). Both parties agree to comply with all such applicable laws and regulations. Customer shall not transfer or relocate or use the Airespring Firewall Service in any manner in violation of the above laws and regulations or any other applicable laws or regulations. The Airespring Firewall Service shall not be moved to any country in which the United States has a trade embargo. Customer shall not deal with any individual, entity or company listed on OFAC's Specially Designated Nationals list. Customer shall be liable to pay any judgments or settlements reached where such dispute arises from i) Customer's failure to provide Airespring or its affiliates or independent contractors (in aggregate, the "Support Team") with accurate information needed to obtain an export license, or ii) any allegation made against the Support Team due to Customer's violation or alleged violation of export laws.

5.12.9 Customer Cooperation: Customer shall reasonably and timely cooperate with the Support Team in the installation, provisioning, maintenance and support of the Airespring Firewall Service. Customer shall provide, as appropriate, access to its personnel, facilities, equipment, network, information and hardware in connection with the delivery, installation and support of the Airespring Firewall Service. Customer shall promptly obtain and provide to Airespring any required licenses, permits or approvals requested by the Support Team in order to perform, deliver, or implement the Airespring Firewall Service. Customer is responsible for ensuring that their hardware/software stays within Airespring's supported versions. Airespring shall be excused from its performance requirements should Customer delay, fail to cooperate, or fail to perform its responsibilities under this Agreement. In order to provide device availability monitoring, the Support Team must be able to connect to the equipment via the Internet using HTTPS and IPSEC protocols. To the extent Customer is able, Customer shall ensure that the Support Team has such access. Customer shall reasonably cooperate with the Support Team in support of investigations concerning environmental outages and security issues such as those set forth in Section 5.12.10 below. Customer must provide the Support Team with exclusive administrative privileges on the specific devices to be managed.

5.12.10 Troubleshooting: . In the case of a Customer-related failure, such as a Customer network outage or the failure of a Customer-managed device, the Support Team shall provide Customer with troubleshooting information upon Customer's request, but the Support Team is not responsible for troubleshooting issues that are not directly related to the Airespring Firewall Service. Airespring does not offer application debugging in the event of unexpected consequences from application control settings. Airespring's responsibilities regarding application control are limited to enabling or disabling the application control settings. By default, at the time of the initial deployment of the firewall, application intelligence and control is turned off. It is Customer's responsibility to configure its LAN infrastructure connecting to the firewall. Airespring is not responsible for and shall not troubleshoot customer LAN issues. Airespring shall not perform wireless LAN availability monitoring and cannot assist with individual wireless client connectivity issues. Airespring is not responsible for advising Customer about network priority changes. Certain support is out of scope of the Airespring Firewall Service, including integration of complementary products that are not managed by Airespring (e.g. encrypted

email, web reporting software), customer analysis / custom reports, forensics, configuration of any tunnel end point that is not terminated on an Airespring-managed device, rule set design / validation / troubleshooting, firewall policy auditing, and development of customized signatures.

5.12.11 Customer Conduct: It shall be a breach of this Agreement if Customer i) attempts to use or gain unauthorized access to Airespring's or any third party networks, ii) permits unauthorized individuals or entities to copy the Licensed Software; iii) provides unauthorized access to the Licensed Software; iv) attempts to probe, scan or test the vulnerability of the Licensed Software, Airespring's network, or the networks of Airespring's suppliers, affiliates, independent contractors or other customers; v) interferes or attempts to interfere with service to any other hosts or networks; vi) engages in fraudulent, offensive or illegal activity that infringes on the intellectual property rights of any individual or third party, vii) intentionally distributes worms, Trojan horses, viruses, corrupted files, or any similar items; or viii) violates any provision in Airespring's Acceptable Use Policy ("AUP") located on the Airespring web site at <https://www.airespring.com/service-terms/acceptable-use-policy-aup/>. Should Customer or its users be responsible for a breach pursuant to this Section, Customer shall pay Airespring for any judgments or settlements reached in connection with a third party claim, as well as Airespring's costs of responding to such third party claim.

5.13. AT&T NetBond® Service:

5.13.1 Trademarks. AT&T® and AT&T NetBond® are both registered trademarks of AT&T Intellectual Property II, L.P. AT&T Intellectual Property, Inc.

5.13.2 Cloud Software Service Providers. Neither Airespring nor AT&T can guarantee or warrant that the software or services offered by cloud software service providers ("CSP") interconnected to AT&T are error free or that those programs or services will work as described. Customer must have their own separate agreements with the CSPs. Neither Airespring nor AT&T is responsible for Customer's CSP services or how those services may be billed to Customer while utilizing the AT&T NetBond service through Airespring.

5.13.3 Service Types. Currently there are two possible AT&T NetBond services. AT&T NetBond Standard does not provide any Class of Service ("CoS"), and is a best effort service. AT&T NetBond Premium provides CoS capabilities designed to allow Customer to classify traffic using Differentiated Service Code Point ("DSCP") markings. AT&T NetBond Premium uses two Class of Service categories: Real-time and Business. Customer must pay the listed Premium NetBond rate in order to receive the AT&T NetBond Premium service.

5.13.4 AT&T NetBond Service, Overage Charges. Customer must select a Port Minimum Commit ("MC") for the AT&T NetBond Service. An overage charge ("Overage Charge") will be applied if Customer's measured usage exceeds the selected Port Minimum Commit during a calendar month. Usage is measured in megabits per second ("Mbps") for a NetBond connection during a billing month as follows: the aggregate total of all bits transmitted across the NetBond connection is measured, separately for each direction (inbound and outbound), for each five (5) minute period during a billing month. Each measured aggregate total of bits transmitted across the NetBond connection during a five (5) minute period is divided by three hundred (300) seconds to obtain a bandwidth measurement in bits per second. All five (5) minute intervals in the month are ranked in order and compared to determine the 95th percentile. Separate calculations are performed for inbound and outbound measurements, to

determine the 95th percentile measurement for each category. The largest 95th percentile (inbound or outbound) is selected as the measured usage for the monthly billing period. The selected measurement is divided by 1,000,000 to obtain the measured usage, expressed in Mbps. If the measured usage (in Mbps) exceeds the selected MC for the billing month, then the measured usage exceeding the MC is multiplied by 1,000 to convert to kilobits per second (“Kbps”), and an Overage Charge will be billed to Customer. Other than on Customer’s regular monthly invoice, Customer will not be notified by Airespring, or AT&T, if an overage takes place or if an Overage Charge is assessed.

5.14. Airespring Hosted Key System:

5.14.1 No Individual Voicemail Boxes: End users of the Airespring Hosted Key System service may not have individual voicemail boxes. All voicemails received under the Hosted Key System will be shared in one voicemail box.

6. Confidentiality:

6.1. Definition: “Confidential Information” shall include Airespring pricing, trade secrets as defined under applicable law (“Trade Secrets”), and any and all information, whether provided in writing, orally, visually, electronically or by other means, whether or not marked as “confidential” or “proprietary,” related to the Services and/or business of Airespring, including, but not limited to, the terms and conditions of the Agreement. Confidential Information shall not include information (a) already lawfully known to or independently developed by Customer as evidenced by its written records, (b) disclosed in published materials, (c) generally known to the public, or (d) lawfully obtained from third parties without any obligation of confidentiality.

6.2. Confidentiality Obligation: Customer shall maintain the confidentiality of the Confidential Information and shall use the same level of care, but in no event less than a reasonable standard of care, as it uses to maintain the confidentiality of its own confidential information. Customer shall take reasonable steps to ensure that Customer’s personnel, subcontractors, and personnel of such subcontractors, if any, comply with this Section, which steps shall include obtaining enforceable written agreements from Customer’s personnel and subcontractors and requiring enforceable written agreements from personnel of subcontractors binding such entities and individuals to obligations of confidentiality no less restrictive than those set forth in this Agreement. Customer agrees that if it is required by law to disclose the Confidential Information, Customer shall first give written notice of such required disclosure to Airespring and Airespring shall have a reasonable opportunity to prevent or limit the third party disclosure. Customer acknowledges that monetary damages may not be sufficient remedy for unauthorized disclosure or use of Confidential Information and that Airespring may seek without waiving any other rights or remedies, such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. The obligations under this Agreement shall: (a) with regard to the Trade Secrets, remain in effect as long as the information constitutes a Trade Secret under applicable law; and (b) with regard to the Confidential Information, remain in effect during the term of this Agreement and for a period of five (5) years thereafter.

6.3. Customer Confidential Information: Airespring’s privacy policy, located at <https://www.airespring.com/privacy-policy.html>, details Airespring’s confidentiality obligations to Customer.

6.4. Non-Disclosure and Publicity: Neither Party shall disclose to any third party the terms and conditions of the Agreement without the prior written consent of the other Party.

6.5. Disclosure Regarding AireContact Service: Airespring reserves the right to access, read, preserve, and disclose any information that Airespring obtains in connection with the AireContact Service to the extent Airespring reasonably believes it necessary to (i) satisfy any applicable law, regulation, legal process, subpoena or governmental request, (ii) enforce the terms in this Agreement, including to investigate potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to Customer support requests, and/or (v) protect the rights, property or safety of Airespring, its users or the public.

7. Representations And Warranties:

7.1. Customer: Customer warrants and represents that (a) Customer has full power and authority to enter into this Agreement; (b) the signatory to this Agreement possesses all necessary authority to enter into this Agreement with Airespring in all respects and render it effective; and that Customer shall comply with all applicable federal, state, and local laws, ordinances, regulations and codes in its use of the Services. The laws and regulations include United States export control laws. Customer shall adhere to the laws of foreign countries, particularly if traveling internationally with a device used in conjunction with an Airespring Service. Customer represents that the address provided to Airespring for billing purposes is either Customer's residential or business street address. Customer warrants that the DID's that has been assigned by Airespring when utilized by Customer to place outbound calls shall at all times accurately reflect the name of Customer as has been provided by Customer to Airespring. The out-pulsed caller identification information shall not be altered, manipulated or modified by Customer in any such manner that can cause harm, injury or misrepresent to the called party the nature of the call and shall at all times remain in compliance with the provisions of the Truth in Caller ID Act. (the "Act").

7.2 Telemarketing: Customer further warrants and represents that it will adhere to all federal, state, and local laws, ordinances, regulations, and codes applicable to telemarketing. These laws include, but are not limited to the Federal Trade Commission's Telemarketing Sales Rule ("TSR"), the Federal Communication Commission's Telephone Consumer Protection Act ("TCPA"), and the federal Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010. Under these laws, Customer's use of the Services may be restricted. For example, under the TSR, a telemarketer is required to periodically search the National Do Not Call Registry ("DNC Registry") (currently every 31 days) and to avoid placing certain telemarketing calls to those listed in the DNC Registry. A telemarketer's failure to do so could subject the telemarketer to substantial fines (currently up to \$16,000 for each call). Other restrictions can include call monitoring, times telemarketing calls are permitted, use of prerecorded telephone messages, placing "abandoned" calls, advanced called party consent for certain telemarketing calls, calls to cell phones, and disclosures required by law. Use of text messages may be subject to many of the same restrictions as voice calls. For telemarketing, Customer is solely responsible for obtaining and maintaining written consent for those who may be called, in accordance with applicable law. Customer shall stop calling any party who indicates in any manner that the party withdraws their consent to be called. The telemarketing laws affecting outbound calling have changed over the past several years and are expected to continue to change. This paragraph is not intended to provide you with a complete list of all applicable law. You are strongly advised to consult with an attorney knowledgeable in this area of law prior to using the Services for telemarketing

7.3 Do Not Call Rules for Telemarketers: Federal Do Not Calls rules require that companies that telemarket or engage in telephone solicitations adhere to the requirements set forth in 47 C.F.R. section 64.1200 (FCC) and 16 C.F.R. Part 310 (FTC), among other laws and regulations. Customer has the sole responsibility for ensuring Customer checks the national Do Not Call Registry (“DNC Registry”) periodically, as prescribed by law, and is not calling any party on the DNC Registry. Customer is solely responsible that any lead lists / contact lists / automatic dialing lists Customer uses do not violate the TCPA or TSR rules, or any other laws, rules, or regulations. Airespring assumes no liability for any such lead list / contact list / automatic dialing list that Customer uploads, downloads or uses, regardless of the source of the list. Airespring assumes no liability for any equipment or malfunction of equipment software used to upload, download, block, or dial telephone numbers called by or on behalf of Customer.

7.4. CPN/Pseudo CPN Requirements for Telemarketers: Per the Federal Trade Commission (“FTC”), telemarketers are required to transmit their telephone number to Caller ID services. As such, all telemarketers using Airespring commercial services are required to provide CPN/pseudo-CPN in compliance with federal rules.

7.5 Call Recording and Monitoring: Customer further warrants and represents that it will adhere to all federal, state, and local laws, ordinances, regulations, and codes applicable to telephone call monitoring and recording. These laws can differ from state to state. Some state law, such as the California Invasion of Privacy Act, places strict limitations on the recording or monitoring of inbound and outbound telephone conversations.

7.6. Possible Termination or Suspension for Violations of Laws: If Airespring determines, in its sole, reasonable discretion that Customer is not adhering to telemarketing laws and regulations, if Customer is harassing individuals or businesses, or if Customer is otherwise violating telecommunications law, Airespring may consider such conduct a breach of this Agreement. In such event Airespring reserves the right, among other remedies, to suspend or terminate Customer’s Service after written notice to Customer.

7.7. Enhanced Traffic: For Customers utilizing Airespring’s long distance or long distance SIP trunking products, Customer represents and warrants that each call originated to Airespring as Native IP traffic meets the criteria defined as (i) traffic that originates as IP from the originating caller, and (ii) is then transported as IP from Customer to Airespring. Customer is prohibited from intermingling traffic or for utilizing these services for anything other than SIP originated or terminated service in accordance with all applicable federal and state regulations. Customer expressly agrees, represents and warrants that all long distance or SIP trunking traffic delivered by Customer to Airespring is SIP-originated in accordance with all applicable federal and state law and regulation and, without limiting the foregoing, it will not use the Services to originate or terminate TDM or voice calls in a manner that bypasses applicable switched access or other charges.

7.8. IP Originated Traffic for SIP Trunking Services: For Customer utilization of Airespring’s SIP Trunking service products, Customer represents and warrants that all user traffic is IP originated. “IP Originated” shall mean voice traffic which Customer represents and certifies as utilizing TCP/IP as a transmission protocol from the Customer’s originating equipment (i.e. SIP phones, SIP PBX, TDM to SIP Gateway, IP-adaptor, etc.) to a TCP/IP gateway. Traffic identified as non-IP originated is subject to incremental \$.04 per minute charges.

7.9. Airespring: Airespring warrants that (a) Airespring has full power and authority to enter into this Agreement and convey the rights conveyed herein; and (b) the signatory to this Agreement possesses all necessary authority to enter into this Agreement with Airespring in all respects and render it effective.

7.10. AIRESPRING SPECIFICALLY AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER OR THE FACILITIES AND EQUIPMENT FURNISHED PURSUANT TO THE AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. IN NO EVENT SHALL AIRESPRING OR ANY AFFILIATED PERSON OR ENTITY BE LIABLE TO CUSTOMER OR ANY AFFILIATED PERSON OR ENTITY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, RELIANCE, COST OF COVER, SPECIAL, PUNITIVE OR SIMILAR OR ADDITIONAL DAMAGES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, INCURRED OR SUFFERED AS A RESULT OF UNAVAILABILITY, PERFORMANCE, NON-PERFORMANCE, TERMINATION, BREACH, OR OTHER ACTION OR INACTION UNDER THE AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST REVENUES OR PROFITS, LOSS OF ABILITY TO PERFORM, LOST CONTRACTS, COSTS OF THIRD-PARTY REPAIR OR REPLACEMENT, OR FAILURE OF 911 OR OTHER FEATURES, EVEN IF CUSTOMER OR ANY AFFILIATED PERSON OR ENTITY ADVISES AIRESPRING OR ANY AFFILIATED PERSON OR ENTITY OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN THE EVENT A VENDOR(S) IS EMPLOYED ON BEHALF OF THE CUSTOMER, CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR PAYMENT TO THE VENDOR EMPLOYED WITHOUT CLAIM TO AIRESPRING. AIRESPRING SHALL NOT BE RESPONSIBLE FOR PAYMENT OF ANY VENDOR CHARGES INCURRED BY CUSTOMER OR ANY OTHER PARTY, WHETHER OR NOT SUCH CHARGES ARE AS A RESULT OF ERROR OR OMISSION BY AIRESPRING OR ANY OTHER THIRD PARTY. IN THE EVENT AIRESPRING DISPATCHES A VENDOR, LOCAL EXCHANGE CARRIER OR OTHER TECHNICIAN ON BEHALF OF CUSTOMER, AND IT IS DETERMINED THAT THE DISPATCH WAS DUE TO A CUSTOMER WIRING, EQUIPMENT OR OTHER CUSTOMER RELATED ISSUE, THEN CUSTOMER WILL BE RESPONSIBLE FOR PAYMENT OF COSTS INCURRED BY AIRESPRING FOR THE DISPATCH. AIRESPRING SHALL NOT BE RESPONSIBLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION, MAINTENANCE OR REMOVAL OF EQUIPMENT OR THE PROVISIONING OF SERVICES, AND CUSTOMER HEREBY INDEMNIFIES AND HOLDS HARMLESS AIRESPRING FROM AND AGAINST ANY LIABILITIES INCLUDING ATTORNEY'S FEES ARISING OUT OF SUCH DAMAGE OR INJURY. AIRESPRING MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICES ARE FREE OF RIGHTFUL CLAIMS BY ANY THIRD PARTY FOR THE INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM AIRESPRING, OR ITS EMPLOYEES, CONTRACTORS, OR AGENTS, REGARDING THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. CUSTOMER'S REMEDIES FOR CLAIMS UNDER THIS AGREEMENT SHALL BE LIMITED TO OUTAGE CREDITS AS DESCRIBED HEREIN.

7.11. Third Party Sites, Information and Content: For certain Airespring Services, including but not limited to dedicated Internet access and wireless data service, Customer will be communicating with and receiving information or data to/from independently owned and operated content providers and/or service providers. AIRESPRING IS NOT A PUBLISHER OF THIRD PARTY INFORMATION, APPLICATIONS, OR OTHER CONTENT AND IS NOT RESPONSIBLE FOR ANY OPINIONS, ADVICE, STATEMENTS, OR OTHER INFORMATION, SERVICES OR GOODS PROVIDED BY THIRD PARTIES. Third party content or information providers may impose additional charges. They may have differing terms of use and differing policies,

than those of Airespring. Customer is solely responsible for all charges from such third party content or information providers and is solely responsible for adhering the terms and conditions and policies of such third parties. Delays or omission of information or data may occur with respect to third party content or information providers. Neither Airespring nor its content providers, service providers, affiliates, or other third parties shall be liable for any loss or injury arising out of or caused, in whole or party, by Customer's use of any information, application or content acquired through any Airespring Service.

8. Indemnification:

8.1. Airespring's Indemnification of Customer: Airespring will defend and indemnify Customer, its employees, directors, officers and agents, from and against any suit, proceeding or other claim brought by an entity (not a party to or an affiliate of a party to this Agreement) that is caused by, arises from, or relates to damage to real or tangible personal property or personal injuries (including death) arising out of the gross negligence or willful act or omission of Airespring in the provision of Service by Airespring.

8.2. Customer's Indemnification of Airespring: Customer will defend and indemnify Airespring, its employees, directors, officers and agents, from and against any damages, penalties, interest, expenses, liabilities, suit, proceeding or other claim (asserted or threatened) brought by an entity that is caused by, arises from, or relates to: (a) damage to real or tangible personal property, personal injuries (including death) arising out of the gross negligence or willful act or omission of Customer in the use of the Service; (b) any fraud arising from Customer's use of the Service; (c) any failure of Customer to properly collect and/or remit taxes of services ordered hereunder; (d) representations regarding the nature of Customer's traffic and any use, operation or resale of Service by Customer in contravention of this Agreement, including without limitation, claims of libel, slander, unauthorized use of copyright or trademark by Customer or the business activities and practices of Customer arising from Customer's use of the Service; (e) Customer's use of the AireContact Service; (f) Customer's engagement of, or relationship or interaction with, any third party service provider;

8.3. Truth in Caller ID Act Indemnification: Customer shall forever indemnify, defend and hold Airespring harmless from any demand, claim, action, proceeding, fine, penalty or assessment brought or initiated by third parties, in their individual capacity, or regulatory agencies or authorities including, but not limited to, the Federal Communications Commission, State Attorneys General, Federal Trade Commission, state regulatory authorities (where concurrent jurisdiction exists) for any alleged or actual violation by Customer or Customer affiliates (collectively "Customer") of the Truth in Caller ID Act. This specific indemnity shall be a blanket indemnification for all consequences, whether known or unknown on the part of Airespring or Customer that may befall Airespring as a result of any such actual or alleged violation by Customer of the "Act". This indemnification shall include, but not be limited to, any cost of defense incurred response required or documentation requested of Airespring due to any such violation of the Act by Customer. In the event parties other than Customer (e.g. Customer's end-users) shall have use of the telecommunications services provided by Airespring through Customer, then Customer agrees to forever indemnify and hold Airespring and any third party provider or operator of facilities employed in provision of the telecommunications services provided by Airespring harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which those parties may assert relating to any violation of the Truth in Caller ID Act. Customer agrees to reimburse Airespring for all reasonable costs and expenses incurred by Airespring due to Airespring's

direct participation (either as a party or witness) in any administrative, regulatory, criminal or civil proceeding concerning Customer if Airespring's involvement in said proceedings is based upon Customer's actions or inactions resulting in a violation of the Truth in Caller ID Act.

8.4. Intellectual Property: If a Service provided by Airespring becomes, or if Airespring reasonably believes a Service it is providing may become, the subject of a suit, proceeding or other claim by an entity (not a party to or an affiliate of a party to this Agreement) that the Service directly infringes the U.S. patent, trademark or copyright rights ("Intellectual Property") of such entity, Airespring shall, at its own expense and option: (a) procure the right for Airespring to continue to provide the Service; or (b) modify or replace the Service with a different service that has substantially similar functionality; or (c) discontinue providing or direct the cessation of any use of the Service and refund to Customer a pro-rated portion of any charges paid for the affected Service through the date of Service discontinuation or cessation. Notwithstanding the foregoing, Airespring will have no obligation to defend or indemnify Customer, and Customer will defend, indemnify and hold harmless Airespring for any suit, proceeding or claim arising out of: Customer's: (a) designs, specifications, modifications, or configurations; (b) combination of Customer hardware or software, or other materials, services or methods with the Service; or (c) use, operation or resale of the Service in contravention of its obligations and responsibilities.

8.5. Procedure: If an entity makes a claim against Airespring or Customer, the Party in receipt of such claim ("Indemnified Party") will promptly notify the other Party ("Indemnifying Party") in writing no later than sixty (60) days after receipt of such notification of a potential claim. The Indemnifying Party may assume sole control of the defense of such claim and all related settlement negotiations. The Indemnified Party will provide the assistance, information and authority necessary to assist the Indemnifying Party in its obligations. Neither Airespring nor Customer may settle any such matter without the consent of the other as to any settlement that imposes an obligation on, or requires any admission by, the other Party. Failure of the Indemnified Party to promptly notify the other will not relieve the Indemnifying Party of its obligations except to the limited extent such delay prejudices the Indemnifying Party. Additionally, if the Service as and in the manner provided by Airespring is determined by a court of competent jurisdiction to have directly infringed on an entity's Intellectual Property rights, or if such claim is settled, Airespring shall indemnify Customer for its reasonable legal fees incurred to defend itself against such claim up to and including the time of final disposition or settlement of such claim and any payment required to be made by Customer pursuant to such judgment or settlement.

8.6. Survival: These Customer and Airespring indemnifications will survive this Agreement.

9. Limitations on Liability:

9.1. Underlying Carriers: Airespring is not liable for any act or omission by any other company or companies furnishing a portion of the Services to Customer.

9.2. Direct Damages: Even if advised of the possibility of losses or damages, Airespring shall not be liable, except as set forth herein, for any losses or damages resulting from: (a) its provisioning of Service to Customer, including but not limited to any customizations for Customer for the AireContact or AirePBX Services; (b) any act or omission of Customer, those using the Customer's Service or third

party entities furnishing products used in connection with Service; or (c) the loss or destruction of Customer data resulting from the use of Service.

9.3. Limitation of Airespring Liability for Direct Damages: Airespring's liability to Customer for any damage, including but not limited to property damage to Customer premises, service outages/problems, and personal injury, shall in no event be greater than an amount equal to the sum of the payments made by Customer to Airespring during the three months immediately preceding the event for which losses or damages are claimed. By entering into an Agreement and remaining a Customer, Customer manifests its acceptance of this limitation on direct damages as fair and reasonable.

9.4. Indirect or Consequential Damages: Neither Airespring nor Customer shall be liable to the other for any indirect, incidental, exemplary, punitive or other consequential damages, whether or not foreseeable, including, but not limited to, damages from the loss of data, business goodwill or profits, savings or revenue, harm to business, whether under contract, tort, including negligence, strict liability or any other theory of liability. A party's out-of-pocket costs for damages recovered by a third party shall be deemed to be indirect damages suffered by such party, except to the extent such damages are part of a claim for which indemnification is due under Section 7.

9.5. Service Interruptions: Airespring's sole liability under this Agreement for interruption of service or failure of equipment shall be limited to that amount of Airespring's actual fixed charges incurred by Customer during the period of such interruption. Airespring shall not be liable for any interruption caused by the negligence or willful act or omission of Customer or any third party furnishing any portion of the service hereunder. Notwithstanding anything to the contrary, Customer's sole and exclusive remedy for any service related claim will be set forth in each applicable Airespring standard Service Level Agreement ("SLA"), which are available for review at <https://www.airespring.com/service-terms/service-level-agreements-sla/>.

9.6. Delays: Airespring shall not be liable to Customer for losses or damages resulting from its inability to provide Service or from any delay in meeting a scheduled Start of Service Date or a scheduled change in service date.

9.7. Force Majeure Events: In no event shall either Party have any claim or right against the other Party for any failure of performance (except for Airespring's right to seek payment of all accrued charges) due to causes beyond that Party's reasonable control, including, but not limited to: acts of God, earthquake, fire, explosion, vandalism, fiber optic cable cut, storm, flood or other similar catastrophes; any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over either of the Parties or of any department, agency, commission, court, bureau, corporation, or other instrumentality of any one or more said governments, or of any civil or military authority; national emergencies; unavailability of materials or rights-of-way; insurrections; acts of terrorism; riots; wars; strikes; lock-outs, work stoppages or other labor difficulties; actions or inactions of third party providers or suppliers; or supplier failures, shortages, breaches or delays.

9.8. Facilities, Services, Equipment or Systems of Others: Airespring shall not be liable for the unavailability, or deficient performance, of any facilities, services, equipment or systems used in connection with the provision of Services that are under the control of Customer or any third party, even if Airespring has acted as the Customer's agent in procuring such facilities, services, equipment or

systems from third parties. Customer's rights with regard to the unavailability or deficient performance of such facilities, services, equipment or systems not provided by Airespring shall be strictly as established by the supplying entity. Customer shall be liable to Airespring for any loss, theft, or damage to any of Airespring's equipment located on Customer's premises, however caused.

9.9. Passwords: Customer will be asked to create a password in order to gain access to Customer's account information on-line or when contacting an Airespring agent by phone. Customer agrees to keep all passwords and account information confidential and Customer is solely responsible for any liability or damages resulting from Customer's failure to maintain that confidentiality, and for all activities that occur under Customer's password. Customer must immediately notify Airespring if Customer suspects any breach of security such as loss, or unauthorized disclosure or use of Customer's password and account.

9.10. Electronic Recording: Customer acknowledges and understands that there are federal and state statutes governing the electronic recording of telephone conversations and that Airespring will not be liable for any illegal use of the service. Because Customer circumstances vary widely, Customers should carefully review their own circumstances when deciding whether to use the recording features of the service. It is the Customer's sole responsibility i) to determine if the electronic recordings are legal under the applicable federal and state statutes and regulations, and ii) to fully comply with all such applicable federal and state statutes and regulations. Airespring expressly disclaims all liability with respect to Customer's recording or monitoring of telephone conversations. Airespring is not responsible for any misinterpretation, lack of understanding or lack of knowledge regarding the use of electronic recordings or monitoring conversations or the use of its products by Customer whether legal or illegal. Customer shall fully hold Airespring harmless and indemnify Airespring from all damages and/or liabilities or potential liabilities arising from or related to Customer's unlawful recording or monitoring of any telephone conversation using Airespring's service.

9.11. Customer's Failure to Fulfill Obligations: Airespring shall not be liable to Customer or any third party for Customer's failure to fulfill its obligations, including, without limitation, Customer: (a) obtaining, installing and maintaining all necessary equipment, materials, and supplies for interconnecting Customer or third party facilities, services, equipment or systems to Services; (b) securing all licenses, permits, approvals, rights-of-way, access rights, including ingress and egress from buildings, and other arrangements necessary to install, receive and use Services; (c) ensuring that Customer or third-party facilities, services, equipment or systems interface properly with Services; that the signals delivered to Airespring's Service are fully compliant with industry standards; and that such signals do not damage Airespring property or personnel, or degrade Service to other Customers of Airespring, and (d) Customer use of non-approved Services.

9.12. Misuse of Customer Service: Airespring shall neither provide credit allowances nor otherwise be liable for the use, misuse or abuse of Customer's Service by Customer, its agents, employees or any third parties including, without limitation, members of the public. If Airespring co-operates with Customer by recommending potential solutions to reduce or eliminate the unauthorized use of Customer's Service, Airespring's recommendation shall not be deemed to be promises or guarantees by Airespring that the unauthorized use of Customer's Service will be reduced or eliminated, and in no event shall Airespring incur any liability in connection with those undertakings to Customer or any third party. In all instances, Customer shall be responsible for its facilities, services, equipment or systems interconnected with

Airespring's Service. Customer shall be responsible for maintaining the security of any networks that Customer controls, including, but not limited to, local area networks, private networks, and/or virtual private networks.

9.13. Billing Errors: Airespring's obligation with respect to any errors resulting in Customer overpayments for Service is limited to granting invoice credits equal to the dollar amounts erroneously billed. Under no circumstance will any billing error affect the Customer's obligation to pay for Services rendered and used.

9.14. 911 Limitation of Liability: Neither Airespring nor its underlying carriers, or any other third parties involved in the routing, handling, delivery, or answering of emergency services or in responding to emergency calls, nor their officers or employees, may be held liable for any claim, damage, loss, fine, penalty or cost (including, without limitation, attorneys' fees), and Customer hereby waives any and all such claims or causes of action, arising from or relating to the provision of all types of emergency services to Customer. Customer further indemnifies and holds Airespring harmless from any claim or action for any caller placing such a call without regard to whether the caller is an employee of the Customer. Customer holds harmless and indemnifies Airespring from any claim or action arising out of misroutes of any 911 calls, or whether local emergency response centers or national emergency calling centers answer a 911 call or how the 911 calls are handled by any emergency operator, including operators of the national call center. The limitations apply to all claims regardless of whether they are based on breach of contract, breach of warranty, product liability, tort or any other theories of liability.

9.15. Customer is solely responsible for its interaction and relationship with any third party provider that it may engage for any purpose, including for use with the AireContact Service. If Customer has a dispute with a third party service provider, Customer agrees that Airespring is not liable for any claims or damages arising out of or connected with such dispute. Airespring reserves the right, but has no obligation, to monitor any such dispute.

10. Term and Termination:

10.1. Term: The term of the Agreement shall commence on the Start of Service Date and shall continue for the term as set forth in the applicable ASO. After such initial term, the Agreement shall automatically renew for successive one-year terms unless terminated in writing by Airespring or by Customer via mail pursuant to this Agreement. Unless otherwise stated, the initial term shall be twenty-four (24) months. The termination of the Agreement shall have the effect of terminating each ASO. At the discretion of Airespring, an individual ASO may be terminated without terminating the Agreement.

10.2. Termination: Airespring may elect in its sole discretion to terminate this Agreement and any outstanding ASO(s) immediately for any reason enumerated under Section 2.6 above. Airespring may terminate this Agreement or any ASO(s), at its option upon providing Customer with written notice of such election. In such event, the effective date of the termination shall be thirty (30) days from the date of such notice. Airespring shall not be liable to Customer or any third party for any reason for terminating or suspending Customer's use of or access to the Services. Customer may cancel the Service by emailing Airespring at MACD@aireSpring.com , AND by giving written notice to Airespring (as provided below in paragraph 10.3, "Notice"), with the words "Attention: Disconnection Department, Service Disconnection Request" prominently written on the outside of the envelope, no less than forty-five (45) days prior to the effective date of such cancellation. REGARDLESS OF WHETHER A THIRD PARTY

PORTS THE CUSTOMER'S PHONE NUMBER TO A NEW SERVICE, SERVICES WILL CONTINUE TO BE DELIVERED AND BILLED THROUGH THE DISCONNECTION PERIOD FOLLOWING A PROPER NOTICE OF DISCONNECTION. Airespring shall begin the disconnection process upon receipt of notification from the Customer. The disconnection process shall not begin until all Toll Free numbers have been removed from the Customer's services. Charges shall continue until Airespring and any underlying carriers complete the disconnection process, or 45 days, whichever is later. Airespring recommends Customer ensures any replacement services are operational before requesting disconnection, as Airespring is not responsible for any interruption or failure of service once disconnection has been requested by Customer. Once disconnection has been requested, service may disconnect at any time without prior notice to Customer. If the effective date of cancellation is prior to the end of the Minimum Term, or any renewal term, Customer shall pay Airespring an early termination charge as defined in paragraph 3.17, "Early Termination Liability."

10.3. Notice: All notices, demands, consents, requests, approvals, Customer name and address changes, billing inquiries and requests, authorizations, or other communication which Customer is required or desires to give or make to Airespring shall be in writing and shall be effective i) immediately upon hand delivery, ii) on the next business day if sent by a generally recognized overnight delivery service (subject to confirmation of receipt from the service), or iii) on the date received if sent by United States certified or registered mail, return receipt requested. Any faxed notice must be followed up with a written notice which is either hand-delivered; mailed either certified or registered mail; or delivered by a reputable overnight carrier, as per the above. Such Notices shall be sent to the address or fax number of Airespring as set forth below:

Airespring, Inc.

Attention: Legal Department

7800 Woodley Ave.

Van Nuys, California 91406

Fax: (818) 786 6637

Notices to Customer shall be sent to the email or billing mailing address on file in the Airespring billing system.

Rate change notices may be delivered by Airespring to Customer by email or facsimile and shall be deemed to be delivered when received by Customer.

10.4. Effect of Termination on AireContact Services: Upon termination (i) all licenses and rights granted hereunder with respect to the AireContact Service shall immediately terminate and Customer will lose all access to the AireContact Service and Customer Data that Airespring may be storing on Customer's behalf. It is Customer's responsibility to download its Data prior to canceling its AireContact Account. Notwithstanding the foregoing, for a period of thirty (30) days from the effective date of termination Airespring will provide Customer, upon its written request, with a reasonable opportunity to download its Data at a time mutually convenient. Airespring reserves the right to permanently delete from Airespring's (or Airespring's third party service provider's) servers any Data that may be contained in Customer's AireContact Account at any time following said thirty (30) day period, and Customer agrees to waive any legal or equitable rights or remedies it may have against Airespring with respect to Data that is deleted in connection thereto.

11. Miscellaneous Provisions:

11.1. Entire Agreement: This Agreement, including the Terms, any underlying ASOs, any supplemental product terms and conditions, the AUPs, and state or federal tariffs filed by Airespring, shall constitute the entire agreement between the Parties with respect to the subject matter of this Agreement and supersede all prior statements, agreements, discussions, proposals, representations or warranties, whether written or oral, on this subject matter, and there are no representations or promises which are not expressly set forth herein. No statement, representation or warranty made by any agent or representative of Airespring regarding the Services, facilities or equipment to be provided hereunder or the rates therefor shall be binding upon Airespring unless expressly included herein.

11.2. Compliance With Law: In conjunction with the Agreement, each Party shall at all times comply with all applicable federal, state, and local statutes, ordinances, regulations and orders of any commission or other government body.

11.3. Change of Contact Information: Customer acknowledges that it is Customer's sole responsibility to supply immediate notice to Airespring if Customer changes any of its contact information. If at any time Customer's name or billing information changes from that which is set forth below, Customer shall have five (5) days to inform Airespring of such changes in accordance with the Notice provisions set forth in the Agreement.

11.4. Relationship of Parties: Neither the Agreement nor the provision of Service hereunder shall be deemed to create any joint venture, partnership or agency between Airespring and Customer; the Parties are independent contractors and shall not be deemed to have any other relationship. Neither Party, nor any agent or representative of either Party, shall have, or hold itself out as having, the power or authority to bind or create liability for the other Party by its intentional or negligent act and no claimed act of authority shall have any binding effect.

11.5. Amendment: Except as otherwise provided herein, the terms and conditions of this Agreement may not be modified or amended other than by a document that expressly states its intention to modify this Agreement, and such document is signed by hand in ink by both Parties.

11.6. Signature Authority: Airespring shall not be bound by the terms of any ASO, or any supplemental document or agreement of any kind, unless signed by hand in ink by an Officer of Airespring.

11.7. Survivability: The terms and conditions contained in the Agreement that, by their sense and context, are intended to survive the performances of the Parties shall survive the completion of those performances and the Agreement's termination. These include, without limitation, the making of payments due under the Agreement.

11.8. Governing Law, Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to its principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods ("CISG") shall not apply. Customer and Airespring both hereby irrevocably agree that any suit brought by either Party arising out of or relating to this Agreement shall be brought exclusively in the Superior Court of California, County of Los Angeles, and Customer and Airespring both hereby submit to the personal jurisdiction of such court. The Parties both hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which either Party may raise now, or hereafter have, to the laying of the venue of any such suit, action or proceeding brought in such court and any claim that any such suit, action or proceeding brought in

such a court has been brought in an inconvenient forum. THE PARTIES HEREBY EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY A PARTY AGAINST THE OTHER PARTY RELATING TO THIS AGREEMENT. In the event an action is brought or an attorney is retained by either Party to enforce the terms of this Agreement or to collect any moneys due hereunder, the prevailing Party will be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney's fees, court costs, reasonable costs of investigation and other related expenses incurred in connection therewith.

11.9. No Waiver: Neither Airespring's nor the Customer's failure, at any time, to enforce any right or remedy of the Agreement will be interpreted as a waiver of such Party's right to enforce each and every provision of the Agreement in the future. No waiver of any provision of this Agreement, or any rights or obligations of either Party under this Agreement, shall be effective, except pursuant to a written instrument signed by the Parties waiving compliance, and any such waiver shall be effective only in that specific instance and for the specific purpose stated in such writing.

11.10. Severability: In the event any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid, illegal or unenforceable by a court with jurisdiction over the Parties to this Agreement, such provision shall be deemed to be restated to reflect as nearly as possible the original intention of the Parties in accordance with the applicable law, and the remainder of this Agreement shall remain in full force and effect. The illegality or unenforceability of any provision of this Agreement does not affect the legality or enforceability of any other provision or portion of this Agreement.

11.11. Assignment: Airespring may assign in whole or in part its rights or duties under the Agreement without prior notice to Customer and upon such assignment Airespring shall be released from all liability hereunder. Customer may assign the Agreement only with Airespring's prior written consent. Subject to these restrictions, the Agreement shall inure to the benefit of and be binding upon the heirs, successors, subcontractors, and assigns of the respective Parties.

11.12. Purchase Order: A Customer purchase order or similar document is evidence only of Customer's intention to purchase Services. Except for a properly signed, written provision specifically evidencing Airespring's intent to be bound by the terms and conditions of a purchase order between Customer and Airespring, the terms and conditions of a Customer purchase order or similar document will be disregarded and have no force or effect; instead, the terms and conditions of the Agreement between Customer and Airespring will govern.

11.13. No Third-Party Beneficiaries: Except to the extent explicitly provided, this Agreement and any ASO(s) is being executed for the sole and exclusive benefit of Airespring and Customer and is not for the benefit of any third parties. The execution of the Agreement and any ASO(s) shall not create any obligations or confirm any rights on any person or entity other than the Parties hereto.

11.14. Interpretation: Neither this Agreement nor any ASO may be construed or interpreted for or against Airespring because Airespring drafted any of its provisions.

11.15. Headings: Headings contained herein are provided for reference and convenience only. Headings do not affect or limit the interpretation, contents or terms of this Agreement.

11.16. Execution in Counterparts and by Facsimile: The Parties hereby acknowledge that any ASO may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. The Parties intend that any counterpart copy signed and exchanged (including signed counterparts exchanged via facsimile or email) shall be fully binding as an original handwritten executed copy and all such copies together shall constitute one instrument.

Corporate Headquarters
7800 Woodley Avenue
Van Nuys, CA
91406 USA

General Inquiries:
+1 818.786.8990 or sales@airespring.com
Wholesale:
+1 866-637-4821

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**MASTER AMENDMENT NO. 1
TO
AIRESRING ORDER FORM AND TERM PLANS INCLUDING
MASTER SERVICE AGREEMENT AND ACCEPTABLE USE POLICY
INCORPORATED THEREIN BY REFERENCE**

This Master Amendment No. 1 to the AireSpring Order Form and Term Plans (“Amendment”) is made and entered into as of July 15, 2020 (“Effective Date”) by and between AireSpring, Inc., a Delaware corporation, (“AireSpring”) and Glenn Heights, a city in the Dallas and Ellis counties in the state of Texas (“Glenn Heights” or “Customer”). The parties together may be referred to herein as the “Parties.”

WHEREAS, AireSpring and Glenn Heights have or will be entering into one or more Order Form and Term Plan(s) (“AireSpring Service Orders” or “ASO”), before or after the Effective Date of this Amendment. Pursuant to these ASOs, AireSpring shall provide Software Defined - Wide Area Network (SD-WAN) with Voice - Cloud Business Phone System or other telecommunications services or communications services (“Services”) to Glenn Heights at the service addresses set forth in each ASO, as applicable.

WHEREAS, each of the ASOs incorporates by reference the terms and conditions of a Master Service Agreement (“MSA”) and AireSpring’s Acceptable Use Policy (“AUP”);

WHEREAS, each ASO, along with all documents incorporated into the ASO by reference, and as amended, shall be referred to as a separate “Agreement” and collectively as the “Agreements”;

WHEREAS, the Parties desire to modify certain terms and conditions in the Agreements, as set forth below in this Amendment; and

WHEREAS, the Parties desire to have this Amendment apply to the Agreements, including but not limited to the MSA and all ASOs, along with documents referenced therein, now existing or to be signed in the future entered into between Glenn Heights and AireSpring for AireSpring to provide Services to Glenn Heights.

NOW, THEREFORE the parties hereby agree to modify the Agreements, as that term is defined above, as follows:

1. Interpretation. In the event of any inconsistency or conflict between this Amendment and any documents mentioned in this Amendment, the order of precedence shall be i) this Amendment and any documents incorporated by reference into this Amendment, ii) the ASO(s), and iii) the MSA. Capitalized terms used herein and not otherwise defined herein shall have the meaning set forth in the MSA.

2. Rate Guarantee and Satisfaction Guarantee. The Airespring Rate Guarantee and the Satisfaction Guarantee attached hereto as Exhibits "1" and "2" are hereby incorporated by reference into this Agreement.

3. Scope. The following language shall be added to the end of Section 1 (Scope):

“NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION OR IN THE AGREEMENTS, OTHER THAN RATE CHANGES, WHICH ARE GOVERNED BY THE RATE GUARANTEE, AIRESPRING SHALL GIVE WRITTEN NOTICE TO CUSTOMER BY U.S. CERTIFIED MAIL ADDRESSED TO CITY MANAGER, CITY OF GLENN HEIGHTS, 1938 SOUTH HAMPTON ROAD, GLENN HEIGHTS, TEXAS 75154, OF ANY CHANGE TO THE AGREEMENTS (“MODIFICATION”) AND IF, UPON RECEIPT OF SUCH NOTICE, CUSTOMER WISHES TO CANCEL SERVICES DUE TO SUCH CHANGE WITHOUT PENALTY, THEN CUSTOMER SHALL PROVIDE WRITTEN NOTICE OF INTENT TO TERMINATE THE AIRESPRING SERVICE/ AGREEMENT WITHIN THIRTY (30) DAYS OF CUSTOMER’S RECEIPT OF SUCH NOTICE OF CHANGE. UPON RECEIPT OF CUSTOMER’S NOTICE OF INTENT TO TERMINATE, AIRESPRING MAY, WITHIN FIFTEEN (15) DAYS AND AT ITS DISCRETION, ELECT TO ELIMINATE SUCH MODIFICATION/CHANGE FOR CUSTOMER. IF AIRESPRING ELIMINATES SUCH MODIFICATION, THEN CUSTOMER CAN NO LONGER USE SUCH MODIFICATION AS JUSTIFICATION FOR TERMINATING SERVICE, BUT CAN EXERCISE THIS PROCESS FOR FUTURE MODIFICATIONS.”

4. Dispute Resolution. In the ASOs, the language shall be **modified**

From:

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Customer hereby irrevocably submits to the personal jurisdiction of and consents to venue exclusively in any state or federal court sitting in the State of California, County of Los Angeles, in any suit, action, or proceeding arising out of or relating to this Agreement. Customer hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which such party may raise now, or hereafter have, to the laying of the venue of any such suit, action or proceeding brought in such court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. Customer hereby expressly waives the right to a trial by jury in any action or proceeding brought against customer relating to this agreement.

To:

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Customer and Airespring hereby irrevocably submit to the personal jurisdiction of and consent to venue exclusively in any state or federal

court sitting in the State of Texas, County of Dallas, in any suit, action, or proceeding arising out of or relating to this Agreement. Customer and Airespring hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which either party may raise now, or hereafter have, to the laying of the venue of any such suit, action or proceeding brought in such court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. Customer and Airespring each expressly preserve the right to trial by jury in any action or proceeding relating to this Agreement.

5. Automatic Renewal. In the ASOs, the language shall be **modified**

From:

For SD-WAN services, this Agreement shall automatically renew for successive one-year terms, and in no event shall the renewal term for SD-WAN services be less than one year.

To:

For SD-WAN services, this Agreement shall automatically renew for successive one-year terms, and in no event shall the renewal term for SD-WAN services be less than one year. The SD-WAN services under this Agreement shall not automatically renew if Customer gives Airespring at least sixty (60) days' advanced written notice of intent to terminate/not renew the SD-WAN service prior to the end of the then current term.

6. Right to Cure. In the MSA, Section 2.6.2 (For Financial Cause) shall be **modified**

From:

2.6.2 For Financial Cause: Airespring may immediately and at any time terminate the Agreement, discontinue service, cancel an application for service, cancel the Customer's account, or require Customer to deposit funds as security, without incurring any liability, for any of the following reasons: (a) Customer fails to pay any amount owed to Airespring when due; (b) Customer's failure to comply with any material term or condition of this Agreement; (c) For usage by Customer beyond any credit limit or prepaid balance limit imposed by Airespring; (d) If, in Airespring's sole judgment, any aspect of Customer's payment arrangements with Airespring appear to be fraudulent, including false or misleading credit information, or Customer's use of a credit card that has been reported as misused or stolen; (e) Customer's ability to pay, or if, in Airespring's sole judgment, Customer's payment arrangements with Airespring appear to be inadequate to meet any of Customer's obligations to Airespring coming due; (f) Customer's filing of any voluntary or involuntary Petition in the bankruptcy court which

names Customer as the debtor; or (g) Customer communicates any intent to breach, or to not comply with the terms of this Agreement, including but not limited to payment for Services at then-prevailing rates.

To:

2.6.2 For Financial Cause: After Airespring's written notice to Customer of one of the issues set forth in this paragraph, after reasonable time under the circumstances after receiving such notice for Customer to cure but, except for failure to pay an amount owed when due unless filed as a proper dispute under Section 4 (Billing Disputes) (which allows Customer 30 days to dispute an invoiced charge), in no event less than thirty (30) days, and upon Customer's failure to timely cure, Airespring may terminate the Agreement, discontinue service, cancel an application for service, cancel the Customer's account, or require Customer to deposit funds as security, without incurring any liability, for any of the following reasons: (a) Customer fails to pay any amount owed to Airespring when due; (b) Customer's failure to comply with any material term or condition of this Agreement; (c) For usage by Customer beyond any credit limit or prepaid balance limit imposed by Airespring; (d) If, in Airespring's sole judgment, any aspect of Customer's payment arrangements with Airespring appear to be fraudulent, including false or misleading credit information, or Customer's use of a credit card that has been reported as misused or stolen; (e) Customer's ability to pay, or if, in Airespring's sole judgment, Customer's payment arrangements with Airespring appear to be inadequate to meet any of Customer's obligations to Airespring coming due; (f) Customer's filing of any voluntary or involuntary Petition in the bankruptcy court which names Customer as the debtor; or (g) Customer communicates any intent to breach, or to not comply with the terms of this Agreement, including but not limited to payment for Services at then-prevailing rates.

7. Confidentiality. So that Customer is not prevented from remaining in compliance with the Texas Public Information Act, in the MSA, Sections 6.1 (Definition), 6.2 (Confidentiality Obligation), and 6.4 (Non-Disclosure and Publicity) shall be **deleted** in their entirety.
8. Indemnity. In the MSA Section 8.2 (Customer's Indemnification of Airespring) shall be **modified**

From:

8.2 Customer's Indemnification of Airespring: Customer will defend and indemnify Airespring, its employees, directors, officers and agents, from and against any damages, penalties, interest, expenses, liabilities, suit, proceeding or other claim (asserted or threatened) brought by an entity that is caused by, arises from, or relates to: (a) damage to real or tangible personal property, personal injuries (including death) arising out of the gross negligence or willful act or omission of Customer in the use of the Service; (b) any fraud arising from

Customer's use of the Service; (c) any failure of Customer to properly collect and/or remit taxes of services ordered hereunder; (d) representations regarding the nature of Customer's traffic and any use, operation or resale of Service by Customer in contravention of this Agreement, including without limitation, claims of libel, slander, unauthorized use of copyright or trademark by Customer or the business activities and practices of Customer arising from Customer's use of the Service; (e) Customer's use of the AireContact Services; (f) Customer's engagement of, or relationship or interaction with, any third party service provider.

To:

8.2 Customer's Indemnification of Airespring: To the extent allowed by applicable law, Customer will defend and indemnify Airespring, its employees, directors, officers and agents, from and against any damages, penalties, interest, expenses, liabilities, suit, proceeding or other claim (asserted or threatened) brought by an entity that is caused by, arises from, or relates to: (a) damage to real or tangible personal property, personal injuries (including death) arising out of the gross negligence or willful act or omission of Customer in the use of the Service; (b) any fraud arising from Customer's use of the Service; (c) any failure of Customer to properly collect and/or remit taxes of services ordered hereunder; (d) representations regarding the nature of Customer's traffic and any use, operation or resale of Service by Customer in contravention of this Agreement, including without limitation, claims of libel, slander, unauthorized use of copyright or trademark by Customer or the business activities and practices of Customer arising from Customer's use of the Service; (e) Customer's use of the AireContact Services; (f) Customer's engagement of, or relationship or interaction with, any third party service provider.

9. Indemnity re Truth in Caller ID Act. In the MSA Section 8.3 (Truth in Caller ID Act Indemnification) shall be **modified**

From:

8.3 Truth in Caller ID Act Indemnification: Customer shall forever indemnify, defend and hold Airespring harmless from any demand, claim, action, proceeding, fine, penalty or assessment brought or initiated by third parties, in their individual capacity, or regulatory agencies or authorities including, but not limited to, the Federal Communications Commission, State Attorneys General, Federal Trade Commission, state regulatory authorities (where concurrent jurisdiction exists) for any alleged or actual violation by Customer or Customer affiliates (collectively "Customer") of the Truth in Caller ID Act. This specific indemnity shall be a blanket indemnification for all consequences, whether known or unknown on the part of Airespring or Customer that may befall Airespring as a result of any such actual or alleged violation by Customer of the "Act". This indemnification shall include, but not be limited to, any cost of defense incurred response required or documentation requested of Airespring due to any such violation of the Act by Customer. In the event parties other than Customer (e.g. Customer's end-users)

shall have use of the telecommunications services provided by Airespring through Customer, then Customer agrees to forever indemnify and hold Airespring and any third party provider or operator of facilities employed in provision of the telecommunications services provided by Airespring harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which those parties may assert relating to any violation of the Truth in Caller ID Act. Customer agrees to reimburse Airespring for all reasonable costs and expenses incurred by Airespring due to Airespring's direct participation (either as a party or witness) in any administrative, regulatory, criminal or civil proceeding concerning Customer if Airespring's involvement in said proceedings is based upon Customer's actions or inactions resulting in a violation of the Truth in Caller ID Act.

To:

8.3 Truth in Caller ID Act Indemnification: To the extent allowed by applicable law, Customer shall forever indemnify, defend and hold Airespring harmless from any demand, claim, action, proceeding, fine, penalty or assessment brought or initiated by third parties, in their individual capacity, or regulatory agencies or authorities including, but not limited to, the Federal Communications Commission, State Attorneys General, Federal Trade Commission, state regulatory authorities (where concurrent jurisdiction exists) for any alleged or actual violation by Customer or Customer affiliates (collectively "Customer") of the Truth in Caller ID Act. This specific indemnity shall be a blanket indemnification for all consequences, whether known or unknown on the part of Airespring or Customer that may befall Airespring as a result of any such actual or alleged violation by Customer of the "Act". This indemnification shall include, but not be limited to, any cost of defense incurred response required or documentation requested of Airespring due to any such violation of the Act by Customer. In the event parties other than Customer (e.g. Customer's end-users) shall have use of the telecommunications services provided by Airespring through Customer, then Customer agrees to forever indemnify and hold Airespring and any third party provider or operator of facilities employed in provision of the telecommunications services provided by Airespring harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which those parties may assert relating to any violation of the Truth in Caller ID Act. Customer agrees to reimburse Airespring for all reasonable costs and expenses incurred by Airespring due to Airespring's direct participation (either as a party or witness) in any administrative, regulatory, criminal or civil proceeding concerning Customer if Airespring's involvement in said proceedings is based upon Customer's actions or inactions resulting in a violation of the Truth in Caller ID Act.

Except for the above, all other terms and conditions in the Agreements shall remain the same.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives effective on the Effective Date.

AireSpring, Inc.

Glenn Heights

By: _____

By: _____

Name: _____

Name: _____



EXHIBIT "1" TO MASTER AMENDMENT NO. 1

July 15, 2020

City of Glenn Heights
550 E. Bear Creek Rd.
Glenn Heights, TX 75154-8300

Re: Rate Guarantee

To Whom It May Concern:

If at any time during the initial contract term or any renewal term, Glenn Heights ("Customer") wishes to cancel service due to a rate increase by AireSpring (for services provided by Airespring at the location(s) set forth in the Order Form and Term Plans executed by Glenn Heights) of more than ten percent (10%) (excluding international calling, taxes and surcharges), Customer may do so without penalty. Customer will remain responsible for payment of any accrued charges and pro-rated monthly recurring charges through the date of cancellation.

This Guarantee is made with the following exceptions:

- 1) Customer shall be required to provide written notice of its intent to terminate service within thirty (30) days of receipt of written notice of increase. Upon receipt of intent to terminate by Customer, Airespring may at its discretion, within fifteen (15) days, revise Customer's increase in such a manner as to reduce the overall rate increase to less than ten percent (10%). In such an instance, Customer's right to terminate under this Guarantee shall be nullified unless a future rate increase triggers the Rate Guarantee.
- 2) Customer may only cancel those locations where the above occurs and such shall not apply to any remaining locations, where customer will incur penalties if those locations are cancelled.
- 3) No rate increase by AireSpring, regardless of the amount of such rate increase, will be applied retroactively to services provided under any agreement with the City of Glenn Heights.

This Rate Guarantee modifies the Airespring Service Orders and Airespring Master Service Agreement.

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Cancellation requests under this Rate Guarantee must be made in writing to Airespring by mail to:

Airespring, Inc.
Attn: Dedicated Accounts Premier Support
7800 Woodley Avenue
Van Nuys, CA 91406

Or by fax to:

1-888-819-1007
Attn: Dedicated Accounts Premier Support

We look forward to a long-term relationship and we will make every effort to ensure that you receive the highest quality of service and a positive experience with Airespring.

Sincerely,

David Lonstein
EVP Product Management
Airespring, Inc.

EXHIBIT "2" TO MASTER AMENDMENT NO. 1

City of Glenn Heights
550 E. Bear Creek Rd.
Glenn Heights, TX 75154-8300

July 15, 2020

Satisfaction Guarantee

To Whom It May Concern:

This is to confirm in writing that Airespring will provide a limited Satisfaction Guarantee to Glenn Heights (Customer) as follows:

If at any time from installation date, Customer wishes to cancel service due to quality of service issue(s) from Airespring at the location(s) set forth in the Order Form and Term Plans executed by Glenn Heights, Customer may do so without penalty. Customer will still be responsible for payment of any accrued charges and pro-rated monthly recurring charges through the date of cancellation.

This guarantee is made with the following exceptions:

- 1) Customer may not cancel due to problems or service issues that are the fault of the local loop provider(s) or customer's CPE (Customer Premise Equipment) or CPE provider.
- 2) If the problem is that of Airespring or Airespring's underlying carrier for voice transport and termination, Customer will give Airespring written notice of such problem and will give Airespring and underlying carrier 10 business days from receipt of such written notice to resolve such issue. Customer will make personnel available to work with Airespring to resolve any problem as requested by Airespring, and Customer will make a good faith effort to cooperate with Airespring to resolve such issue(s). If all requirements outlined here are met, and such specified problem has not been resolved by Airespring within 10 business days, Customer may cancel its Agreement with Airespring without penalty. International and offshore termination/origination issues are expressly excluded from this guarantee. Airespring shall be deemed to have received written notice five (5) business days from the date written notice is placed in the U.S. Mail with first-class postage prepaid or on the business day email is received by Airespring at the email address macd@airespring.com.

- 3) If Customer exercises its option to terminate service based on quality of service issues in accordance with this guarantee and Airespring has been unable to cure the problem within the cure period, then Customer shall provide a request for disconnection and termination in writing not less than forty-five (45) days prior to the requested disconnection date. Customer must exercise its option to terminate service based on quality of service issues within ten (10) business days after the cure period if Airespring has been unable to cure the reported quality issue(s) during the cure period.
- 4) In the event customer utilizes this Satisfaction Guarantee to request cancellation of a site due to quality of service issues, customer will not be allowed to cancel any other sites without early termination liability (“ETL”) fees as set forth in the applicable Airespring Service Orders.
- 5) Customer may not cancel due to problems or service issues beyond Airespring’s reasonable control, including, but not limited to, acts of God, acts or omissions of civil or military authority, fires, strikes, floods, epidemics, riots, terrorism or acts of war.
- 6) This Satisfaction Guarantee amends the Airespring Master Service Agreement and Airespring Service Orders entered into between Customer and Airespring.

Notice of service problem(s) must be made by calling Airespring Customer Service at 888-288-5010 as well as in writing to Airespring by e-mail to tt@airespring.com

Cancellation requests must be made in writing to Airespring by e-mail to macd@airespring.com as well as by certified letter to:

Airespring, Inc.
Attn: Dedicated Accounts Premier Support
7800 Woodley Avenue
Van Nuys, CA 91406

We look forward to a long term relationship and we will make every effort to ensure that you receive the highest quality of service and a positive experience with Airespring.

Sincerely,

David Lonstein
Executive Vice President – Product Management
Airespring, Inc.



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: August 4, 2020

SUBJECT

Discuss and take action to approve a Final Plat request by Macatee Engineering on behalf of First Texas Homes for Villages at Charleston Phase III. The 19.696-acre property is zoned PD-18C and is situated in the Michael McDermott Survey, Abstract No. 743, Glenn Heights, Ellis County, Texas. The property is currently undeveloped but proposed for 75 single-family residential lots and 1 HOA owned and maintained common area lot.

REPORT IN BRIEF

The City Council will hear a Final Plat request by Macatee Engineering on behalf of First Texas Homes for the Villages at Charleston Phase III.

FISCAL IMPACT

The development and construction of the proposed Planned Development will generate a revenue of over \$535,000 in building permit and plan review fees. Once fully developed, the City will collect \$0.833523 per \$100 assessed valuation for each lot.

PUBLIC CONTACT

Notices were mailed to adjacent property owners within two hundred feet (200') of the subject property by June 26, 2020. Notice was also published in a local newspaper on June 28, 2020 as required by state law and the City of Glenn Heights Comprehensive Zoning Ordinance.

RECOMMENDATIONS / ALTERNATIVES

Section 212.010 of the Texas Local Government Code states that the municipal authority responsible for approving plats shall approve a plat if:

1. It conforms to the general plan of the municipality and its current and future streets, alleys, parks, playgrounds, and public utility facilities;
2. It conforms to the general plan for the extension of the municipality and its roads, streets, and public highways within the municipality and in its extraterritorial jurisdiction, taking into account access to and extension of sewer and water mains and the instrumentalities of public utilities;
3. A bond required under Section 212.0106, if applicable, is filed with the municipality;
and
4. It conforms to any rules adopted under Section 212.002.

The Development Review Committee Staff confirms that the applicant meets and is amendable to these requirements and recommends approval of this final plat request as presented.

PREPARED BY

Miamauni Hines, Planner

REVIEWED BY

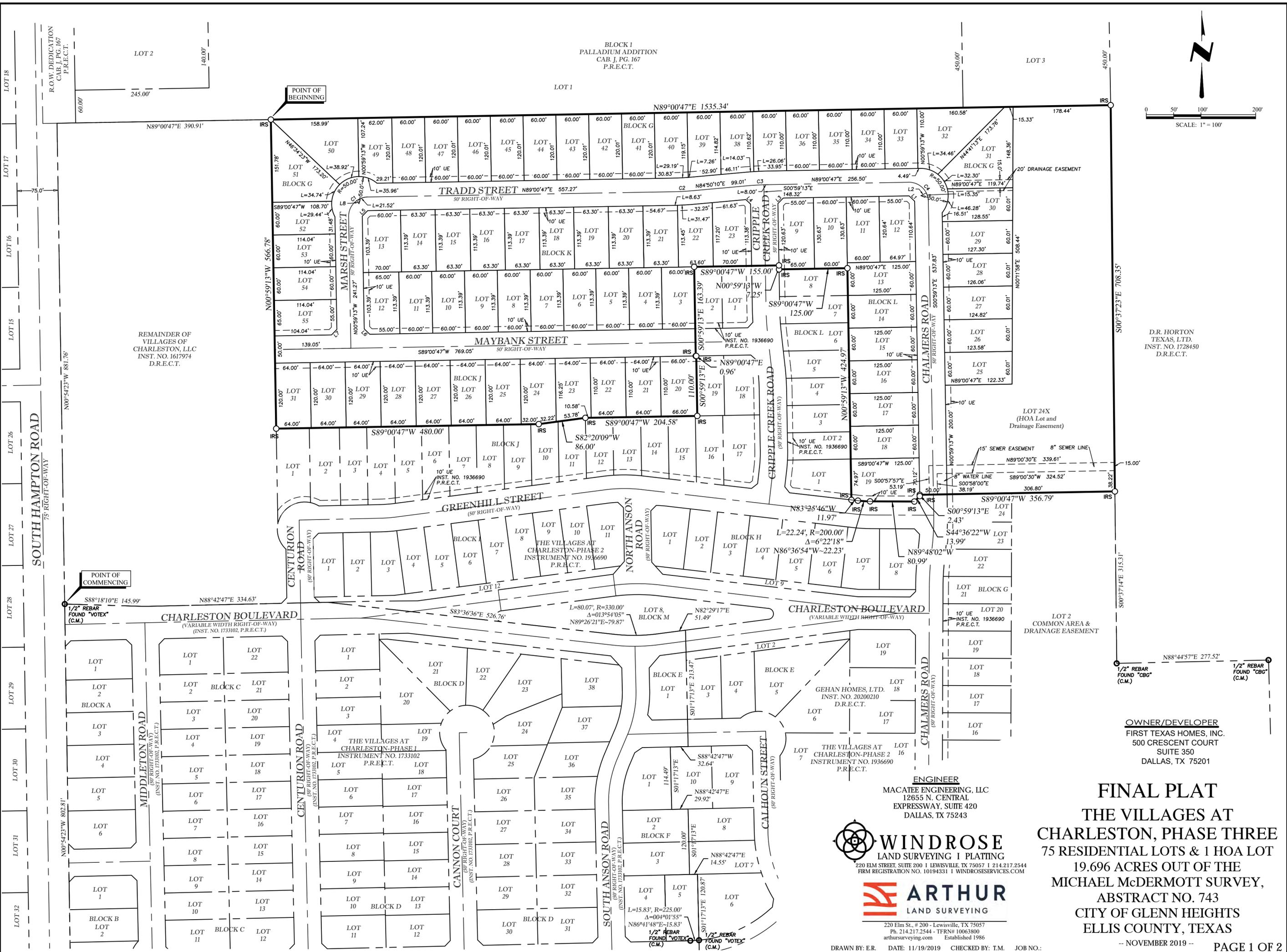
Marlon Goff, Interim Planning and Development Services Director

ATTACHMENTS

- a. Villages at Charleston Phase III Final Plat
- b. Final Plat Checklist



0 50' 100' 200'
SCALE: 1" = 100'



REMAINDER OF VILLAGES AT CHARLESTON, LLC
INST. NO. 1617974
D.R.E.C.T.

D.R. HORTON
TEXAS, LTD.
INST. NO. 1728450
D.R.E.C.T.

THE VILLAGES AT CHARLESTON-PHASE 2
INSTRUMENT NO. 1936690
P.R.E.C.T.

THE VILLAGES AT CHARLESTON-PHASE 1
INSTRUMENT NO. 1733102
P.R.E.C.T.

GEHAN HOMES, LTD.
INST. NO. 20200210
D.R.E.C.T.

THE VILLAGES AT CHARLESTON-PHASE 2
INSTRUMENT NO. 1936690
P.R.E.C.T.

OWNER/DEVELOPER
FIRST TEXAS HOMES, INC.
500 CRESCENT COURT
SUITE 350
DALLAS, TX 75201

ENGINEER
MACATEE ENGINEERING, LLC
12655 N. CENTRAL
EXPRESSWAY, SUITE 420
DALLAS, TX 75243



WINDROSE
LAND SURVEYING 1 PLATTING
220 ELM STREET, SUITE 200 | LEWISVILLE, TX 75057 | 214.217.2544
FIRM REGISTRATION NO. 10194331 | WINDROSESERVICES.COM

ARTHUR
LAND SURVEYING
220 Elm St., # 200 - Lewisville, TX 75057
Ph. 214.217.2544 - TFRN# 10063800
arthurlandsurveying.com Established 1986

DRAWN BY: E.R. DATE: 11/19/2019 CHECKED BY: T.M. JOB NO.:

FINAL PLAT
THE VILLAGES AT CHARLESTON, PHASE THREE
75 RESIDENTIAL LOTS & 1 HOA LOT
19.696 ACRES OUT OF THE
MICHAEL McDERMOTT SURVEY,
ABSTRACT NO. 743
CITY OF GLENN HEIGHTS
ELLIS COUNTY, TEXAS

-- NOVEMBER 2019 -- **PAGE 1 OF 2**

STATE OF TEXAS §

COUNTY OF ELLIS §

WHEREAS First Texas Homes, Inc. is the sole owner of a tract of land situated in the Michael McDermott Survey, Abstract No. 743, in the City of Glenn Heights, Ellis County, Texas, being that same tract of land conveyed to said First Texas Homes, Inc. by deed recorded in Instrument No. 1921195 of the Deed Records of Ellis County, Texas (D.R.E.C.T.), and being more particularly described by metes and bounds as follows (Bearings and distances are based on Texas State Plane Coordinate System, Texas North Central Zone 4202 North American Datum of 1983 (NAD 83) (U.S. Foot))

COMMENCING at a 1/2 inch rebar with a cap stamped "VOTEX" found for the Northwest corner of The Villages of Charleston Phase 1, an addition to the City of Glenn Heights, Ellis County, Texas, according to the Plat thereof recorded in Instrument No. 1733102 of the Plat Records of Ellis County, Texas (P.R.E.C.T.), same being the westernmost Southwest corner of a tract of land conveyed to Villages of Charleston, LLC by deed recorded in Instrument No. 1617974, D.R.E.C.T., and lying on the East right-of-way line of South Hampton Road (75 foot right-of-way);

THENCE North 00 Degrees 54 Minutes 23 Seconds West, with the East right-of-way line of said South Hampton Road, a distance of 881.76 feet to a point for the Northwest corner of said Villages of Charleston, LLC tract, and lying on the South line of a right-of-way dedication to the City of Glenn Heights by Palladium Addition, an addition recorded in Cabinet J, Page 167, P.R.E.C.T.;

THENCE North 89 Degrees 00 Minutes 47 Seconds East, departing the East right-of-way line of said South Hampton Road, with the South line of Block 1 of said Palladium Addition, and with the North line of said Villages of Charleston, LLC tract, a distance of 390.91 feet to a 1/2 inch rebar with a cap stamped "ASC" set for the Northwest corner of said First Texas Homes, Inc. tract and POINT OF BEGINNING of the herein described tract;

THENCE North 89 Degrees 00 Minutes 47 Seconds East, continuing with the South line of said Block 1, a distance of 1535.34 feet to a 1/2 inch rebar with a cap stamped "ASC" set for the Northeast corner of said First Texas Homes, Inc., same being the Southeast corner of said Palladium Addition, and lying on the West line of a tract of land conveyed to D.R. Horton Texas, Ltd. by deed recorded in Instrument No. 1728450, D.R.E.C.T.;

THENCE South 00 Degrees 37 Minutes 23 Seconds East, with the West line of said D.R. Horton Texas, Ltd. tract, a distance of 708.35 feet to a 1/2 inch rebar with a cap stamped "ASC" set for corner, said point being the Southeast corner of said First Texas Homes, Inc.;

THENCE, in a westerly direction, departing the West line of said D.R. Horton Texas, Ltd. tract, with the perimeter and to the corners of said First Texas Homes, Inc. tract, the following courses and distances to 1/2 inch rebars with caps stamped "ASC" set for corners:

South 89 Degrees 00 Minutes 47 Seconds West, 356.79 feet;

South 00 Degrees 59 Minutes 13 Seconds East, 2.43 feet;

South 44 Degrees 36 Minutes 22 Seconds West, 13.99 feet;

North 89 Degrees 48 Minutes 02 Seconds West, 80.99 feet;

Along a tangent curve to the right, having a central angle of 06 Degrees 22 Minutes 18 Seconds, a radius of 200.00 feet, a chord bearing and distance of North 86 Degrees 36 Minutes 54 Seconds West, 22.23 feet, and an arc length of 22.24 feet;

North 83 Degrees 25 Minutes 46 Seconds West, 11.97 feet;

North 00 Degrees 59 Minutes 13 Seconds West, 424.97 feet;

South 89 Degrees 00 Minutes 47 Seconds West, 125.00 feet;

North 00 Degrees 59 Minutes 13 Seconds West, 7.25 feet;

South 89 Degrees 00 Minutes 47 Seconds West, 155.00 feet;

South 00 Degrees 59 Minutes 13 Seconds East, 163.39 feet;

North 89 Degrees 00 Minutes 47 Seconds East, 0.96 feet;

South 00 Degrees 59 Minutes 13 Seconds East, 110.00 feet;

South 89 Degrees 00 Minutes 47 Seconds West, 204.58 feet;

South 82 Degrees 20 Minutes 09 Seconds West, 86.00 feet;

South 89 Degrees 00 Minutes 47 Seconds West, 480.00 feet;

THENCE North 00 Degrees 59 Minutes 13 Seconds West, with the West line of said First Texas Homes, Inc. tract, a distance of 566.78 feet to the POINT OF BEGINNING and containing 857,953 square feet or 19.696 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

That FIRST TEXAS HOMES, INC., acting by and through its duly authorized agents, do hereby adopt this plat, designating the herein described property as, THE VILLAGES AT CHARLESTON, PHASE THREE, an addition to the City of Glenn Heights, Ellis County, Texas, and does hereby dedicate to the public all easements and streets shown hereon.

WITNESS, my hand at Glenn Heights, Texas, this the _____ day of _____, 20__.

First Texas Homes, Inc.

By: _____

Keith Hardesty, President

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Keith Hardesty, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

Notary Public in and for the State of Texas

LEGEND OF ABBREVIATIONS

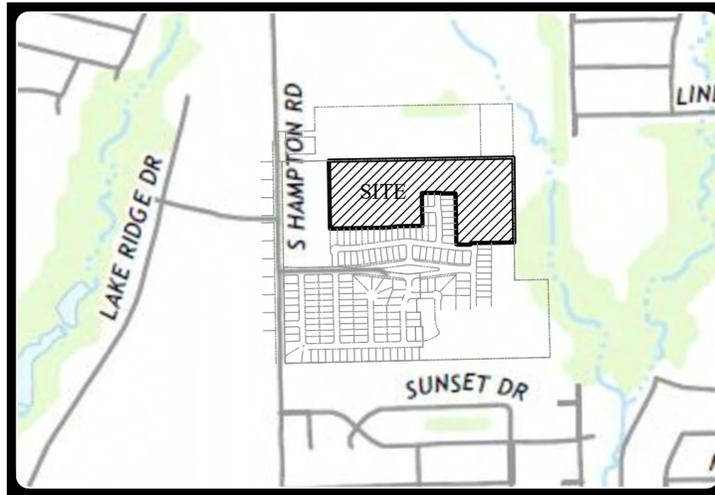
- D.R.E.C.T. DEED RECORDS, ELLIS COUNTY, TEXAS
P.R.E.C.T. PLAT RECORDS, ELLIS COUNTY, TEXAS
ROW RIGHT OF WAY
IRS 1/2 INCH CAPPED REBAR STAMPED "ASC" SET
C.M. CONTROLLING MONUMENT
UE UTILITY EASEMENT

SURVEYOR'S NOTES:

- Bearings and distances are based on Texas State Plane Coordinate System, Texas North Central Zone 4202 North American Datum of 1983 (NAD 83) (U.S. Foot).
This property lies within Zone "X" (Un-Shaded) of the Flood Insurance Rate Map for Ellis County, Texas and Incorporated Areas, map no. 48139C0075 F, with an effective date of June 3, 3013, via scaled map location and graphic plotting.
Notice: Selling a portion of this addition by metes and bounds is a violation of City subdivision ordinance and state platting statutes and is subject to fines and withholding of utilities and building certificates.
The purpose of this plat is to create 75 residential and 1 HOA lot from an un-platted tract of land.

VICINITY MAP

1"=1000'



Waiver of Claim for Damages

The Owner and the Developer release the City of Glenn Heights from any and all claims, damages, obligations, or liabilities by the establishment of grades, or the alteration of the surface of any portion of the existing streets and alleys, to conform the grades established in this plat.

Common Areas

All Common Area Tracts will be owned and maintained by the Homeowner's Association.

Planned Development

Said Plat shall be subject to all requirements as established by Ordinance O-01-18 and Ordinance O-20-18.

STATE OF TEXAS §

COUNTY OF DENTON §

This is to certify that I, Thomas W. Mauk, a Registered Professional Land Surveyor of the State of Texas, have platted the subdivision from an actual survey on the ground, and that this plat correctly represents that survey made by me or under my direction and supervision.

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT DATED 7/7/2020

Thomas W. Mauk, R.P.L.S.

No. 5119

STATE OF TEXAS §

COUNTY OF DENTON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Thomas W. Mauk, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

Notary Public in and for the State of Texas

Table with 6 columns: Curve #, Arc, Radius, Delta, Chord Bearing, Chord. Contains data for curves C1, C2, C3, and C4.

Line Data Table

Table with 3 columns: Line #, Distance, Bearing. Contains data for lines L1 through L8.

LOT AREA CALCULATIONS

Table with 4 columns: Lot #, Block #, Sq.Ft., Acres. Lists lot numbers 24X through 19 and their corresponding areas.

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF THE VILLAGES AT CHARLESTON, PHASE THREE TO THE CITY OF GLENN HEIGHTS WAS APPROVED THIS _____ DAY OF _____, 20__, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF GLENN HEIGHTS.
Chairman, Planning and Zoning Commission Date Recording Secretary Date
I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF THE VILLAGES AT CHARLESTON, PHASE THREE TO THE CITY OF GLENN HEIGHTS WAS APPROVED THIS _____ DAY OF _____, 20__, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF GLENN HEIGHTS.
Mayor Date Secretary Date

ENGINEER
MACATEE ENGINEERING, LLC
12655 N. CENTRAL EXPRESSWAY, SUITE 420
DALLAS, TX 75243

OWNER/DEVELOPER
FIRST TEXAS HOMES, INC.
500 CRESCENT COURT SUITE 350
DALLAS, TX 75201

WINDROSE LAND SURVEYING & PLATTING
220 ELM STREET, SUITE 200 | LEWISVILLE, TX 75057 | 214.217.2544
FIRM REGISTRATION NO. 10194331 | WINDROSESERVICES.COM

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Ph. 214.217.2544 - TFRN# 10063800
arthursurveying.com Established 1986

DRAWN BY: E.R. DATE: 11/19/2019 CHECKED BY: T.M. JOB NO.:

FINAL PLAT
THE VILLAGES AT CHARLESTON, PHASE THREE
75 RESIDENTIAL LOTS & 1 HOA LOT
19.696 ACRES OUT OF THE MICHAEL MCDERMOTT SURVEY, ABSTRACT NO. 743
CITY OF GLENN HEIGHTS ELLIS COUNTY, TEXAS

-- NOVEMBER 2019 --

PAGE 2 OF 2



City of Glenn Heights Subdivision Checklist 2118 S. Uhl Road, Glenn Heights, TX 75154

Final Plat – Administrative Requirements

The final plat shall be deemed administratively complete if Staff determines the following items have been received in compliance with the respective sections of the City's Code of Ordinances:

- Fees (Section A2.000-e)
- 5 copies of the Final Plat (Section 10.01.009-a)
- Instrument of Dedication (Section 10.01.009-b-15)
- Paid Tax Certificate(s) (Section 10.01.009-b-16)
- Construction Plans (Section 10.01.009-b-18)
- Report of Soil Tests and Pavement Design (Section 10.01.009-b-18)
- Drainage Study (Section 10.01.009-b-18)

Additional criteria shall be evaluated on a case-by-case basis.

Notes:



City of Glenn Heights Subdivision Checklist 2118 S. Uhl Road, Glenn Heights, TX 75154

Pursuant to the Local Government Code Section 212.0091 – APPROVAL PROCEDURE: CONDITIONAL APPROVAL OR DISAPPROVAL REQUIREMENTS. (a) A municipal authority or governing body that conditionally approves or disapproves a plan or plat under this subchapter shall provide the applicant a written statement of the conditions for the conditional approval or reasons for disapproval that clearly articulates each specific condition for the conditional approval or reason for disapproval.

Final Plat Review

The final plat shall receive Staff's recommendation of approval if the following items are in accordance with the respective sections of the City's Code of Ordinances:

- Administrative Completeness (Section 10.01.009)
- General Document Information
 - Tract outline (Section 10.01.009-b-7)
 - Boundary dimensions (Section 10.01.009-b-9)
 - 1":100' minimum scale (Section 10.01.009-b-6)
 - North point (Section 10.01.009-b-6)
 - Date (Section 10.01.009-b-6)
 - Details of surrounding properties (Section 10.01.009-b-3)
 - Name of proposed subdivision (Section 10.01.009-b-3)
 - Land surveyor information (Section 10.01.009-b-2)
 - Land owner and developer information (Section 10.01.009-b-1)
 - Public surveyor certificate (Section 10.01.009-b-13)
 - Approval certificate (Section 10.01.009-b-14)
 - Metes and bounds description (Section 10.01.009-b-7)
- Existing Subdivision Details
- Subdivision Plan – The following must comply with the respective zoning designation according to the City's Zoning Ordinance
 - Streets & Street Names
 - Blocks
 - Lots
 - Alleys

- Easements
- Building Lines
- Open Space
- Existing Utilities
- Plan for Proposed Utilities and Improvements – The following must comply with the City’s Code of Ordinance
 - Sewer
 - Water
 - Gas Mains
 - Electrical
- Conformity to Approved Preliminary Plat

Staff Recommendation

- Approval
- Approval with condition
- Denial

Additional criteria shall be evaluated on a case-by-case basis.

Notes:



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: August 4, 2020

SUBJECT

A Resolution of the City Council of the City of Glenn Heights, Texas, renumbering, readopting, and ratifying a Resolution previously adopted as Resolution No. R-15-20 on July 7, 2020, affirming the appointment of a shared Board Member with the cities of Garland and Rowlett to serve on the Dallas Area Rapid Transit (DART) Board as provided in Section 452 of the Texas Transportation Code; and providing for an effective date.

REPORT IN BRIEF

This item will allow the City Council to reappoint Mark C. Enoch to represent the City of Glenn Heights as a shared Board Member with the cities of Garland and Rowlett, to serve on the DART Board as provided in Section 452 of the Texas Transportation Code, under Resolution R-23-20.

BACKGROUND / DISCUSSION

On July 7, 2020, the City Council adopted a Resolution numbered R-15-20, by which it affirmed the appointment of a shared board member with the cities of Garland and Rowlett to serve on the Dallas Area Rapid Transit (DART) Board as provided in section 452 of the Texas Transportation Code. Due to clerical error, another unrelated Resolution has been adopted on a different date, bearing the same number, R-15-20. To avoid confusion, this item will renumber, readopt and ratify resolution R-15-20 adopted July 7, 2020 and readopt and ratify the matters set forth therein.

FISCAL IMPACT

Not applicable.

PUBLIC CONTACT

Not applicable.

ALTERNATIVES / RECOMMENDATION

Staff recommends City Council approve Resolution R-23-20, a Resolution of the City Council of the City of Glenn Heights, Texas, renumbering, readopting, and ratifying a Resolution previously adopted as Resolution No. R-15-20 on July 7, 2020, affirming the appointment of a shared Board Member with the cities of Garland and Rowlett to serve on the Dallas Area Rapid Transit (DART) Board as provided in Section 452 of the Texas Transportation Code; and providing for an effective date.

PREPARED BY

Brandi Brown, City Secretary

ATTACHMENTS

- a. Letter from DART regarding reappointment
- b. Letter to the Mayor and City Council from Mr. Mark C. Enoch
- c. Texas Transportation Code Section 452
- d. Resolution R-15-20
- e. Resolution R-23-20



Dallas Area Rapid Transit
P.O. Box 660163
Dallas, Texas 75266-0163
214/749-3278

May 5, 2020

Brandi Brown
City Secretary
City of Glenn Heights
1938 S. Hampton Road
Glenn Heights, Texas 75154

Re: Appointment of City of Glenn Heights' Representative to DART's Board of Directors

Dear Ms. Brown:

Members of DART's Board of Directors serve staggered two-year terms pursuant to Section 452.578 of the Texas Transportation Code. Mark C. Enoch was jointly appointed to represent the City of Glenn Heights. His term of office will expire on June 30, 2020.

Please send or email a copy of the resolution appointing or re-appointing a representative to the DART Board of Directors to the attention of:

Nancy K. Johnson
Director, Office of Board Support
Dallas Area Rapid Transit
P.O. Box 660163
Dallas, Texas 75266
NJohnson@DART.org

If you have any questions regarding this matter, please call me at (214) 749-3347 or email me at the email address noted above.

Sincerely,

A handwritten signature in black ink that reads "Nancy K. Johnson".

Nancy K. Johnson
Director, Office of Board Support

NKJ/ln

Cc: Paul N. Wageman, Chair, DART Board of Directors
Gary C. Thomas, DART President/Executive Director
Gene Gamez, DART General Counsel

GLAST, PHILLIPS & MURRAY

A PROFESSIONAL CORPORATION

MARK C. ENOCH, J.D., M.B.A.

(972) 419-8366

fly63rc@verizon.net

BOARD CERTIFIED – CIVIL TRIAL LAW
TEXAS BOARD OF LEGAL
SPECIALIZATION

14801 QUORUM DRIVE, SUITE 500
DALLAS, TEXAS 75240-6657

(972) 419-8300
FACSIMILE (469) 206-5022

May 8, 2020

Via email

mayor@glennheightstx.gov

Mayor Harry A. Garrett
Ms. Sonja A. Brown
Ms. Emma Ipaye
Mr. Jeremy Woods
Mr. Ron Adams
Ms. Shaunte L. Allen
Ms. Machanta Newson
1938 S. Hampton Road
Glenn Heights, Texas 75154-8534

Re: Board of Directors Position on Dallas Area Rapid Transit

Dear Mayor Garrett and Honorable Council Members:

Mayor, I phoned and left a message for you recently to let you and the Council know that I have appreciated the opportunity to serve Glenn Heights as its representative to the DART Board of Directors and to ask that the Council favorably consider my application for reappointment. The work of the agency is still of great interest to me and I enjoy being a part of what I believe to be important work for our region.

I am pleased that the city has received significant funding for street repair reimbursements from the DART/RTC Transit Related Improvement Program and look forward to creating further opportunities to assist Glenn Heights.

As you might imagine, the effects of the COVID-19 pandemic and the government response have negatively affected DART's ridership and revenues. This has led to our decreasing service schedules to a modified Saturday service schedule for buses and light rail. As Chair of DART's Budget and Finance Committee, I will be especially mindful of containing costs during this time to insure that DART remains financially able to provide increased services once the situation improves.

May 8, 2020

Page 2

I have been fortunate to be your representative on the DART Board and believe my experience is an advantage for Glenn Heights. I don't take the work for granted and would like to continue my work on your behalf.

If you or any of the Council members have questions, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark C. Enoch". The signature is fluid and cursive, with a large initial "M" and a long, sweeping underline.

Mark C. Enoch

cc: Mr. David Hall, City Manager
(via email David.Hall@glennheightstx.gov)

TRANSPORTATION CODE

TITLE 6. ROADWAYS

SUBTITLE K. MASS TRANSPORTATION

CHAPTER 452. REGIONAL TRANSPORTATION AUTHORITIES

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 452.578. TERMS OF BOARD MEMBERS. (a) Each member of the subregional board serves a staggered term of two years. Eight of the terms begin on July 1 of odd-numbered years, and seven terms begin on July 1 of even-numbered years.

(b) The term of a member does not end because of a reapportionment under Section 452.577, and the board shall have a plan for filling vacancies after a reapportionment to ensure that each municipality maintains the representation to which it is entitled.

(c) The governing body of a principal municipality may not limit the number of terms that members of the board may serve.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

RESOLUTION R-15-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, AFFIRMING THE APPOINTMENT OF A SHARED BOARD MEMBER WITH THE CITIES OF GARLAND AND ROWLETT TO SERVE ON THE DALLAS AREA RAPID TRANSIT ("DART") BOARD AS PROVIDED IN SECTION 452 OF THE TEXAS TRANSPORTATION CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 452 of the Texas Transportation Code provides for the appointment of Board Members to DART; and

WHEREAS, the City Council of the City of Glenn Heights has duly considered candidates for the fractional allocation for a shared member with the Cities of Garland and Rowlett; and

WHEREAS, the City of Glenn Heights concurs with the Cities of Garland and Rowlett on the selection of Mr. Mark C. Enoch as the shared DART Board Member for a two-year term.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF GLENN HEIGHTS, THAT:

SECTION 1. The City of Glenn Heights does hereby affirm and cast its fractional allocation vote for the appointment of Mark C. Enoch as the DART Board Member shared by and representing the Cities of Glenn Heights, Garland, and Rowlett for a two-year term.

SECTION 2. This Resolution shall become effective immediately from and after its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS ON THIS THE 7th DAY OF JULY 2020.

ATTEST:

APPROVED:

Brandi Brown, City Secretary

Harry A. Garrett, Mayor

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney

RESOLUTION R-23-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, RENUMBERING, READOPTING, AND RATIFYING A RESOLUTION PREVIOUSLY ADOPTED AS RESOLUTION NO. R-15-20 ON JULY 7, 2020, AFFIRMING THE APPOINTMENT OF A SHARED BOARD MEMBER WITH THE CITIES OF GARLAND AND ROWLETT TO SERVE ON THE DALLAS AREA RAPID TRANSIT (DART) BOARD AS PROVIDED IN SECTION 452 OF THE TEXAS TRANSPORTATION CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 452 of the Texas Transportation Code provides for the appointment of Board Members to DART; and

WHEREAS, the City Council of the City of Glenn Heights has duly considered candidates for the fractional allocation for a shared member with the Cities of Garland and Rowlett; and

WHEREAS, the City of Glenn Heights concurs with the Cities of Garland and Rowlett on the selection of Mr. Mark C. Enoch as the shared DART Board Member for a two-year term.

WHEREAS, on July 7, 2020, the City Council adopted a Resolution numbered R-15-20, by which it affirmed the appointment of a shared board member with the cities of Garland and Rowlett to serve on the Dallas Area Rapid Transit (DART) Board as provided in section 452 of the Texas Transportation Code; and providing for an effective date; and

WHEREAS, due to clerical error, another unrelated Resolution has been adopted on a different date, bearing the same number, R-15-20; and

WHEREAS, the City Council desires to avoid confusion by renumbering, readopting and ratifying the resolution R-15-20 adopted July 7, 2020 and readopting and ratifying the matters set forth therein.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF GLENN HEIGHTS, THAT:

SECTION 1. The above recitals are hereby found to be true and correct and incorporated herein for all purposes.

SECTION 2. The City Council for the City of Glenn Heights hereby renumbers the Resolution numbered R-15-20 adopted by the City Council on July 7, 2020 and readopts and ratifies its actions set forth therein and expressly hereby ratifies its prior appointment of a shared Board Member with the cities of Garland and Rowlett to serve on the Dallas Area Rapid Transit (DART) Board as provided in Section 452 of the Texas Transportation Code; and providing for an effective date.

SECTION 3. The City of Glenn Heights does hereby affirm and cast its fractional allocation vote for the appointment of Mark C. Enoch as the DART Board Member shared by and representing the Cities of Glenn Heights, Garland, and Rowlett for a two-year term.

SECTION 4. This Resolution shall become effective immediately from and after its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS ON THIS THE 4th DAY OF AUGUST 2020.

ATTEST:

APPROVED:

Brandi Brown, City Secretary

Harry A. Garrett, Mayor

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: August 4, 2020

SUBJECT

Take action on Ordinance O-10-20, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending Chapter 14 “Zoning”, Exhibit A “Zoning Ordinance”, Article IX “Zoning Districts”, at Section 3 “Provisional districts” and at Subsection IX.3.3 “MF – Multifamily Residential District” by amending Subpart A thereof; providing a repealing clause, providing a severability clause, and providing an effective date.

REPORT IN BRIEF

Given the current trends towards more sustainable development practices, Staff is proposing an update to the standards and requirements of multifamily developments as described in the City’s Zoning Ordinance.

BACKGROUND / DISCUSSION

Under the current Planned Development requirements in the City’s Zoning Ordinance, all applicants are prohibited from establishing a Planned Development District that designates more than 15% of its residential units as multifamily. Not only does this policy serve as an obstacle to establishing multifamily and mixed-use developments, but this restriction also limits the ability of Staff, the Planning & Zoning Commission, and the City Council to establish zoning districts that might adequately serve the City’s need for higher density residential development. For example, Staff could not administratively recommend approval for a Planned Development application that proposes a similar concept as the Palladium Glenn Heights Apartments since 100% of the residential units

are multifamily. Removing this restriction grants Staff the administrative flexibility to recommend approval of Planned Development proposals that include up to 100% multifamily residential units, strategically located, and sustainably designed and engineered with quality amenities that bring value and diversity to the City's housing stock.

The current Planned Development standards also require a minimum Retail and/or Neighborhood Services designation of 20%. Although this policy encourages mixed-use developments, the arbitrary nature of this language could limit the ability of Staff, the Planning and Zoning Commission, and the City Council to establish a mixed-use development where the nonresidential units are not separated from the residential units. The proposed flexibility clause would allow for Staff to assess a proposed development and form a recommendation based on the conceptual harmony and strategically planned placement of both the residential and non-residential components in the Planned Development.

Any recommendation from the Planning and Zoning Commission to the City Council requires the affirmative vote of four members. On May 11, 2020 the Planning and Zoning Commission could not make a recommendation on this item due to a 3-1 vote to recommend approval. Staff is proposing to revisit this amendment and discuss the concerns and comments expressed in the May 11, 2020 Planning and Zoning Commission meeting to receive a recommendation.

FISCAL IMPACT

N/A

PUBLIC CONTACT

Notice was published in a local newspaper on June 14, 2020 as required by state law and the City of Glenn Heights Comprehensive Zoning Ordinance.

ALTERNATIVES / RECOMMENDATIONS

Staff recommends approval of the proposed changes to Chapter 14 “Zoning”, Exhibit A “Zoning Ordinance” of the City’s Code of Ordinances. On June 29, 2020, the Planning and Zoning Commission also recommended approval of these proposed changes.

PREPARED BY

Miamauni Hines, Planner

REVIEWED BY

Marlon Goff, Interim Planning and Development Services Director

ATTACHMENTS

- a. Ordinance O-10-20

ORDINANCE O-10-20

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS AMENDING THE CODE OF ORDINANCES OF THE CITY OF GLENN HEIGHTS, CHAPTER 14 “ZONING”, EXHIBIT A “ZONING ORDINANCE”, ARTICLE IX “ZONING DISTRICTS”, AT SECTION 3 “PROVISIONAL DISTRICTS” AND AT SUBSECTION IX.3.3 “MF – MULTIFAMILY RESIDENTIAL DISTRICT” BY AMENDING SUBPART A THEREOF; PROVIDING A REPEALING CLAUSE, PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to amend its Zoning Ordinance regarding certain restrictions for multifamily development; and

WHEREAS, after public notice and public hearing, the Planning and Zoning Commission of the City of Glenn Heights, Texas, has recommended the amendment of the Code Of Ordinances of the City of Glenn Heights, Chapter 14, “Zoning”, Exhibit A “Zoning Ordinance”, Article IX “Zoning Districts”, at Section 3 “Provisional Districts” and at Subsection IX.3.3 “MF – Multifamily Residential District” by amending Subpart A thereof; and

WHEREAS, the City Council of the City of Glenn Heights, Texas, after public notice and public hearing, has determined it is in the public’s best interest and in furtherance of the health, safety, morals and general welfare of the citizens of the City of Glenn Heights that the Code of Ordinances be amended as described recommended by the Planning and Zoning Commission and as set forth herein;

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

SECTION 1. The Code of Ordinances of the City of Glenn Heights, Chapter 14, “Zoning”, Exhibit A “Zoning Ordinance”, Article IX “Zoning Districts”, Section 3 “Provisional Districts” and Subsection IX.3.3 “MF – Multifamily Residential District”, are hereby amended to read as follows:

“Chapter 14. Zoning

...

Exhibit A. Zoning Ordinance

...

Article IX Zoning Districts

...

Section 3 Provisional Districts

Provisional Districts are available only for use within a Planned Development and only in combination with Base Districts as listed in Section IX.1 above. The standards set for the Base District shall remain in effect unless requested and approved at the time of application. The Provisional Districts are adopted and offered for use as incentive for a more dense residential development but in not instance shall more than one Provisional District be used within a Planned Development district. A successful application for a Planned Development district including one of the Provisional Districts shall also include Retail and/or Neighborhood Services in an amount no less than twenty percent (20%) and common open space at a ratio of one (1) acre per fifty (50) residential dwelling units, single-family or multifamily unless otherwise approved by the City Manager or his/her designee. Open Space may be developed as one large park or with a maximum of twenty-five (25%) as neighborhood pocket parks, shall include playground equipment, walking and biking trails, pavilions, etc. but shall be approved at the time of Site Plan. No Concept Plan or Site Plan shall be approved without a mix of uses. Phasing of a Planned Development district including a Provisional District shall account for proportional amounts of nonresidential development and open space with residential development. No building permit for construction of a Provisional District may be issued until a Certificate of Occupancy is issued for the non-Provisional District uses and development of the required Open Space is in progress.

...

IX.3.3 MF – Multifamily Residential District

A. General Purpose and Description

The Multifamily Residential, “MF” district is intended to promote the development of and be comprised of attached residential dwellings for more than two families. The maximum density is fourteen (14) dwelling units per acre. The principal permitted land uses will include low- and mid-rise multiple-family dwellings and garden apartments. MF is available only as a Provisional District and may only be approved through the Planned Development rezoning process. Development meeting the MF district criteria shall be grouped together and may be used as a buffer between residential and nonresidential districts. Recreational, religious, health and educational uses normally located to service residential areas are

also permitted in this district. This district should be located adjacent to a major thoroughfare and serve as a buffer between nonresidential development or heavy automobile traffic and medium- or low-density residential development. Areas zoned for the MF district shall have, or shall make provision for, City of Glenn Heights' water and sewer services. They shall be designed to adequately accommodate storm drainage; they shall have paved concrete drive aisles with logical and efficient vehicular circulation patterns; they shall be properly buffered from nonresidential uses; and they shall be protected from pollution and undesirable environmental and noise impacts.

...

SECTION 2. All ordinances, orders or resolutions heretofore passed and adopted by the City Council of the City of Glenn Heights, Texas, are hereby repealed to the extent that said ordinances, orders, or resolutions, or parts thereof, are in conflict herewith.

SECTION 3. If any section, article, paragraph, sentence clause, phrase or word in this ordinance or application thereto any person or circumstances is held invalid or unconstitutional by court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance despite such invalidity, which remaining portions shall remain in full force and effect,

SECTION 4. This Ordinance shall become effective immediately upon its passage and adoption

ADOPTED AND APPROVED the ____ day of _____ 2020.

Harry A. Garrett, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: August 4, 2020

SUBJECT

Discuss and take action on a request by JDJR Engineers and Consultants on behalf of Mohammed Tariq and Bear Creek Elegance, LLC for a new Planned Development. The proposed Planned Development encompasses two properties totaling 39.82 acres situated in the Elias R Parks Survey, Abstract No. 1131. The 38.82-acre property is addressed 1198 West Bear Creek Road, Glenn Heights, Dallas County, Texas and the 1.00-acre property is addressed 1182 West Bear Creek Road, Glenn Heights, Dallas County, Texas. Both properties are currently zoned SF-1. The request is to allow a Planned Development of no more than 70 single-family residential lots with an SF-3 base zoning. In addition to the residential component, the proposal also includes 6.43 acres of open space, a pedestrian trail, park benches, playground equipment, and gazebos.

REPORT IN BRIEF

The City Council will hear a rezoning request by JDJR Engineers and Consultants for a Planned Development with an SF-3 base zoning. The subject properties are currently zoned SF-1 and the request is to allow for the development of no more than 70 single-family residential lots with certain deviations from the traditional SF-3 zoning standards.

BACKGROUND

The subject area is made up of two properties located at 1198 and 1182 West Bear Creek Road, Glenn Heights, Dallas County, Texas. The larger tract is described as a 38.820-acre parcel situated in the Elias R Parks Survey, Abstract No. 1131. The smaller

tract described as a 1.000-acre parcel situated in the Elias R Parks, Survey, Abstract No. 1131.

DISCUSSION

A Planned Development (PD) district is a tool to permit new or innovative concepts in land utilization not permitted by other zoning districts in the City Zoning Ordinance, to ensure the compatibility of land uses, and to allow for the adjustment of changing demands to meet the current needs of the community. This tool requires that one or more of the following purposes are met:

- A. To provide for a superior design on lots or buildings;

The proposed Development Standards provides for a uniform, master planned subdivision with open spaces and amenities for the enjoyment of the community.

- B. To provide for increased recreation and open space opportunities for public use and enjoyment;

The proposed concept plan designates a total of 6.430 acres of open space.

- C. To provide amenities or features that would be of special benefit to the property users or to the overall community;

The proposed 6.430 acres of open space will include a six-foot wide pedestrian trail, park benches, playground equipment, and gazebos.

- D. To protect or preserve natural amenities and environmental assets such as trees, creeks, ponds, floodplains, slopes viewsapes, or wildlife habitats;

The proposed concept plan was designed in such a way as to preserve a natural drainage area. This preservation would help alleviate some of the drainage issues that come with mass residential development.

- E. To protect or preserve existing historical buildings, structures, features or places;

There are no structures or buildings of historical significance to preserve on the petitioned site.

- F. To provide an appropriate balance between the intensity of development and the ability to provide adequate supporting public facilities and services; and

The proposed development is consistent with the Future Land Use Map, providing a traditional neighborhood design. The proposed development also designates land area for the proposed Loop 9 ROW by TxDOT.

G. To meet or exceed the standards of this Ordinance.

The table below illustrates how the proposed Planned Development compares to traditional SF-3 zoning standards:

	SF-3 Standards	Proposed Standards
Lot Area	9,000 sq. ft.	9,000 sq. ft.
Lot Width	70'	65'
Lot Depth	120'	120'
Minimum Dwelling Unit Size	1,750 sq. ft.	2,000 sq. ft.
Front Yard	30'	25'
Side Yard	8'	5'
Side Yard of Corner Lots	15'	15'
Rear Yard	20'	20' (40' adjacent to Loop 9 alignment)
Maximum Lot Coverage of Building/Structure(s)	40%	50%
Main Structure Height	35'	35'
Accessory Structure Hight	15'	15'
Individual Lot Landscaping Requirements	two 3" caliper trees w/ 40' crowns; two 3" caliper trees w/ 20' crowns; 20% of total lot area;	one 3" caliper tree in front yard; one 3" caliper tree in rear yard; 12 5-gal shrubs in front yard; 20% of total lot area
Max Residential Density	3.5 dwelling units per acre	2.6 dwelling units per acre
Minimum Roof Pitch	6:12	6:12
Maximum Fence Height	6'	6'

CONCEPT PLAN REVIEW AND EVALUATION

The Development Review Committee met and performed Concept Plan review and evaluation with respect to the following:

- The Plan's compliance with all provisions of the Zoning Ordinance and other ordinances of the City.
- The impact of the development relating to the preservation of existing natural resources on the site and the impact on the natural resources of the surrounding properties and neighborhood.
- The relationship of the development to the base zoning standards in terms of harmonious design, façade treatment, setbacks, maintenance of property values, and any possible negative impacts.
- The provision of a safe and efficient vehicular and pedestrian circulation system.
- The coordination of streets so as to arrange a convenient system consistent with the Thoroughfare Plan of the City as adopted and amended.
- The use of landscaping and screening to provide adequate buffers to shield lights, noise, movement, or activities from adjacent properties when necessary, and to complement and integrate the design and location of buildings into the overall site design.
- The location, size, accessibility, and configuration of open space areas to ensure that such areas are suitable for intended recreation and conservation uses.
- Protection and conservation of watercourses and areas that are subject to flooding.
- Consistency with the Comprehensive Master Plan of the City as adopted or amended.

COMPREHENSIVE PLAN ALIGNMENT

Staff has reviewed this application to determine its compatibility with the City's Future Land Use Map and Comprehensive Plan which designates this area as Traditional Neighborhood Development (TND):

Traditional Neighborhood Development

TND typically involves reduced street setbacks, rear entry garages, integrated parks and open spaces, architectural enhancements/design, connected street grids and clusters of neighborhood retail/services.

The proposed development aligns with that of a Traditional Neighborhood Development.

FISCAL IMPACT

The development and construction of the proposed Planned Development would have a construction valuation of about \$14.9 million, generating a revenue of over \$440,000 in building permit and plan review fees. Once fully developed, the City would collect \$0.833523 per \$100 assessed valuation for each lot.

PUBLIC CONTACT

Notices were mailed to adjacent property owners within two hundred feet (200') of the subject property by June 12, 2020. Notice was also published in a local newspaper by June 14, 2020 as required by state law and the City of Glenn Heights Comprehensive Zoning Ordinance.

ALTERNATIVES / RECOMMENDATIONS

On June 29, 2020, the Planning and Zoning Commission recommended denial of the proposed Planned Development. The applicant has worked with Staff to resolve most of the concerns expressed at this meeting. Staff recommends approval of the proposed development subject to the following conditions:

- The proposed Development Regulations must include a requirement of a Traffic Impact Analysis to be reviewed and approved by the City prior to construction of the proposed development.

PREPARED BY

Mia Hines, Planner

REVIEWED BY

Marlon Goff, Interim Planning and Development Services Director

ATTACHMENTS

- a. Ordinance O-11-20

ORDINANCE O-11-20

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF GLENN HEIGHTS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FOR A 39.820-ACRE PROPERTY DESIGNATED AS ALL OF BEAR CREEK ELEGANCE, PARTICULARLY DESCRIBED AS A 38.820-ACRE PARCEL SITUATED IN THE ELIAS R PARKS SURVEY, ABSTRACT NO. 1131, LOCATED AT 1198 WEST BEAR CREEK ROAD, GLENN HEIGHTS, DALLAS COUNTY, TEXAS, AND A 1.000-ACRE PARCEL SITUATED IN THE ELIAS R PARKS SURVEY, ABSTRACT NO. 1131, LOCATED AT 1182 WEST BEAR CREEK ROAD, GLENN HEIGHTS, DALLAS COUNTY, TEXAS (THE "PROPERTY"), FROM SINGLE FAMILY-1 (SF-1) TO PLANNED DEVELOPMENT-25, SINGLE FAMILY-3 ("PD-25/SF-3"), MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A" HERETO, TO ALLOW FOR THE DEVELOPMENT OF NOT MORE THAN 70 RESIDENTIAL LOTS THEREON; PROVIDING FOR THE APPROVAL OF AND REQUIRED DEVELOPMENT IN ACCORDANCE WITH THE DEVELOPMENT REGULATIONS ATTACHED HERETO AS EXHIBIT "B", PROVIDING FOR APPROVAL OF THE CONCEPT PLAN AND PARK PLAN ATTACHED HERETO AS EXHIBIT "C"; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the governing body of the City of Glenn Heights, Texas, in compliance with the laws of the State of Texas and the Ordinances of the City of Glenn Heights, Texas, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally and to all persons interested and situated in the affected area, and in the vicinity thereof, and in the exercise of its legislative discretion, the City Council has concluded that the Comprehensive Zoning Ordinance and Zoning District Map of the City of Glenn Heights, Texas, as previously amended, should be further amended in the manner provided herein.

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

SECTION 1. The Zoning Ordinance and Map of the City of Glenn Heights, Texas, as heretofore amended, be, and the same are hereby further amended by granting a change in zoning for parcels totaling of approximately 39.820 acres of property designated as all of Bear Creek Elegance, particularly described as a 38.820-acre parcel situated in the Elias R Parks Survey, Abstract No. 1131, located at 1198 West Bear Creek

Road, Glenn Heights, Dallas County, Texas, and a 1.000-acre parcel situated in the Elias r Parks Survey, Abstract No. 1131, located as 1182 West Bear Creek Road, Glenn Heights, Dallas County, Texas (the "Property") , from Single Family 1 (SF-1) to Planned Development-25/Single Family-3 ("PD-25/SF-3") more particularly described and depicted in Exhibit "A" hereto, to allow for the development of not more than 70 residential lots thereon.

SECTION 2. The development of the Property proposed herein is hereby approved; provided that any such development shall be in accordance with all building regulations, zoning ordinances, subdivision regulations, and any other applicable ordinances of the City, except as may be specifically amended herein, including compliance with the Planned Development District Regulations attached hereto and incorporated herein as Exhibit "B" (Development Regulations).

SECTION 3. That the Concept Plan and Park Plan set forth herein and attached hereto as Exhibits "C" and are made a part hereof for all purposes, are hereby approved as part of the development regulations.

SECTION 4. All provisions of the Ordinances of the City of Glenn Heights, Texas, in conflict with the provisions of the Ordinance be, and the same are hereby, repealed, and all other provisions of the Ordinances of the City of Glenn Heights, Texas, not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Ordinances of the City of Glenn Heights, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 6. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 7. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Glenn Heights, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violations shall continue be deemed to constitute a separate offense.

SECTION 8. This Ordinance shall take effect immediately and after its passage and the publication of the caption as the law and charter in such cases provided.

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS ON THIS THE ___ DAY OF _____ 2020.

APPROVED:

Harry A. Garrett, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney

DESCRIPTION

BEING a 39.7835 acre tract or parcel of land lying and being situated in the ELIAS R. PARKS SURVEY, Abstract 1131, in the City of Glenn Heights, Dallas County, Texas and being those certain tracts described in Warranty Deed to Bear Creek Elegance Development, LLC as Tracts I and II, recorded in County Clerk's Instrument Number 201900099374, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.); and being more particularly described by metes and bounds as follows:

BEGINNING at a 3/8 inch iron rod found on the apparent south right-of-way line of Bear Creek Road (a variable-width right-of-way) for the northeast corner of Tract II of said Bear Creek Elegance Development, LLC tract; said iron rod also being the northwest corner of that certain tract described in Warranty Deed to Matthew Lopez, recorded in County Clerk's Instrument Number 201700235133, O.P.R.D.C.T.;

THENCE South 01 degrees 05 minutes 27 seconds East, along the east line of said Tract II and the west line of said Lopez tract, at a distance of 284.45 feet pass a 1/2 inch iron rod for the southeast corner of said Tract II and the most westerly northeast corner of said Bear Creek Elegance Development, LLC Tract I; at a distance of 1295.92 feet pass a 1/2 inch iron rod found for the southwest corner of said Lopez tract and the northwest corner of that certain tract described in Probate 08-2792-3 to Bob North, Probate Court Records; and continuing for a total distance of 2583.65 feet to a 5/8 inch iron rod with plastic cap marked "JDJR" set (hereinafter referred to as a set iron rod) for the southeast corner of said Tract I and the southwest corner of said Bob North tract; said set iron rod also being the northwest corner of that certain tract described in deed to McFadden Investments, Inc., recorded in County Clerk's Instrument Number 201400186896, O.P.R.D.C.T. and the northeast corner of that certain tract described in Warranty Deed to Amos Abuga, recorded in Volume 2002249, Page 12105, Deed Records, Dallas County, Texas (D.R.D.C.T.);

THENCE South 88 degrees 57 minutes 25 seconds West, along the south line of said Tract I and the north line of said Abuga tract, a distance of 667.16 feet to a 1/2 inch iron rod found for the southwest corner of said Tract I and the southeast corner of that certain tract described in Warranty Deed to James Lee Trees, recorded in Vol. 80049, Page 292, D.R.D.C.T.;

THENCE North 02 degrees 44 minutes 36 seconds West, along the west line of said Tract I and the east line of said Trees tract, a distance of 2373.21 feet to a set iron rod at an angle point in the north line of said Tract I and the southwest corner of that certain tract described in Warranty Deed to Stella DeLeon, recorded in County Clerk's Instrument Number 201800190877, O.P.R.D.C.T.;

THENCE North 89 degrees 25 minutes 35 seconds East, along the north line of said Tract I and the south line of said DeLeon tract, a distance of 200.00 feet to a 1/2 inch iron rod for the southeast corner of said DeLeon tract and an angle point in the north line of said Tract I;

THENCE North 02 degrees 31 minutes 35 seconds East, along the east line of said DeLeon tract and continuing along the north line of said Tract I, a distance of 217.81 feet to a 1/2 inch iron rod found for the northeast corner of said DeLeon tract and an angle point in the north line of said Tract I located on the apparent south right-of-way line of the aforementioned Bear Creek Road;

THENCE North 89 degrees 25 minutes 35 seconds East, continuing along the north line of said Tract I and said south right-of-way line, a distance of 217.41 feet to a 1/2 inch iron rod found for an angle point in the north line of said Tract I and the northeast corner of that certain tract described in Warranty Deed to Jackie Morris, recorded in County Clerk's Instrument Number 201700052592, O.P.R.D.C.T.;

THENCE South 00 degrees 20 minutes 25 seconds East, continuing along the north line of said Tract I and the west line of said Morris tract, a distance of 284.43 feet to a metal fence post found for the southwest corner of said Morris tract located at an angle point in the north line of said Tract I;

THENCE North 89 degrees 25 minutes 35 seconds East, continuing along the north line of said Tract I and the south line of said Morris tract, a distance of 154.26 feet to a 1/2 inch iron rod found for the southeast corner of said Morris tract and the southwest corner of the aforementioned Bear Creek Elegance Development, LLC Tract II;

THENCE North 00 degrees 44 minutes 44 seconds West, along the east line of said Morris tract and the west line of said Tract II, a distance of 284.43 feet to a 1/2 inch iron rod located on the aforementioned south right-of-way line for the northeast corner of said Morris tract and the northwest corner of said Tract II;

THENCE North 89 degrees 25 minutes 35 seconds East, along the north line of said Tract II and said south right-of-way line, a distance of 152.22 feet to the Point of Beginning, and containing 39.7835 Acres (1,732,971 square feet) of land.

EXHIBIT C

**CONDITIONS FOR PLANNED DEVELOPMENT
ZONING CASE No. _____
BEAR CREEK ELEGANCE
26.988 ACRES FOR PD- SINGLE FAMILY (PD/SF-3).**

I. GENERAL CONDITIONS:

- A. This planned Development District shall not affect any regulations within the Code of Ordinances, except as specifically provided herein. All regulations not specifically defined in this PD will be subject to the City of Glenn Heights Code of Ordinances.

Planned Development – Single Family (PS/SF-3)	
Lot Size (Minimum)	
Lot Area (sq. ft.)	9,000
Lot Width (feet)	65*
Lot Depth (feet)	120**
Yard Requirements – Main Structures	
Front Yard (feet)	25
Side Yard (feet)	5
Side Yard of Corner Lots	15
Rear Yard (feet)	20 (40 adjacent to future Loop 9)
Maximum Lot Coverage of Building Structure	50%
Dwelling Regulations	
Minimum Living Area (sq. ft.)	2,000
Height of Main Structure (feet)	35
Landscape Regulations	
Minimum landscape materials per lot	One 3” caliper tree in the front yard, one 3” caliper tree in the rear yard, and 12 shrubs in the front yard

*Cul-de-sac and Elbow lots may have a minimum width of 60 feet at the front building line.

**100 feet for Lots 1-4 & 18, Block A and Lots 1, 12-14, and 40, Block C



II. SPECIAL CONDITIONS:

- A. Maximum number of residential lots not to exceed 70 lots.
- B. Lots which back or side onto park land shall provide a decorative metal fence of uniform design to be installed by the homebuilder. Maximum height of decorative metal fence shall be 8 feet.
- C. All common areas along the creek to preserve as many trees as reasonable to provide a natural area. Trees to be removed only as necessary to construct/install all open space amenities.
- D. Common area Lot17X, Block A, to include a 6 foot wide concrete trail the entire length of the creek, a minimum of 5 benches, 2 gazebos, and playground equipment for ages 2 to 12.
 - 1. Scope and finish of the gazebos should be consistent with community guidelines established in the PD.
 - 2. All improvements shall be maintained by the Home Owners Association.
 - 3. Events, hours and rules shall be defined by the Home Owners Association.
- E. Common area Lot 32X, Block C, to include a 6 foot wide concrete trail the entire length of the creek/lot, a minimum of 2 sitting area with benches.
- F. Developer commits to \$171,500 for the costs including installation of the concrete trails, benches, gazebos, playground equipment and entry features and landscaping.

III. MAINTENANCE OF THE PARK/COMMON AREA

- A. It is the Developers' responsibility to install irrigation systems, benches, concrete trails, entry features, subdivision screening wall and any other improvements included in this Planned Development.
- B. Maintenance of the park/common areas will be the responsibility of the homeowners' association (HOA).
- C. Developer will be the contact entity with the City for all concerns regarding maintenance of park and open space until 100% of HOA control is turned over to the homeowners.
- D. HOA maintenance and responsibilities of amenities include:
 - 1. Clean up and litter removal.
 - 2. Landscaping installation, care, and maintenance.
 - 3. Trimming, clearing, and removal of unwanted vegetation.
 - 4. Maintain irrigation system, pay for the water used in the system.
 - 5. Maintain benches, concrete trail, entry feature and any other installed improvements, per Zoning Exhibit.
 - 6. Maintain the gazebos
 - 7. Pay for the electricity used for the lighting for the entry feature.

IV. MAINTENANCE OF THE RESERVE LOTS

- A. The reserve tracts (Lot 1X and Lot 12X, Block B) are reserved for the purpose of future development.
- B. The developer will retain ownership of these reserve tracts.
- C. The developer is responsible for maintenance of the reserve tracts. The developer may assign maintenance responsibility to the Homeowners' Association (HOA) until the reserve tracts are developed.

V. DESIGN CONDITIONS:

A. Land Design Standards – New Residential Requirements

Desired Land Design requirements are achieved by projects in accordance with the Zoning Exhibit and the following criteria:

1. Example of Potential Park Equipment

- a) Final Park Layout/Equipment to be agreed upon between City and Developer before final approval of the subdivision plat for the development. The playground equipment shall be designed to accommodate



children of ages 2 thru 12. The playground equipment will be similar to the examples below. The brand and configuration of the equipment may vary from what is shown.



B. Street and Sidewalk Standards – New Residential Requirements

Desired street and sidewalk requirements are achieved in accordance with the following criteria:

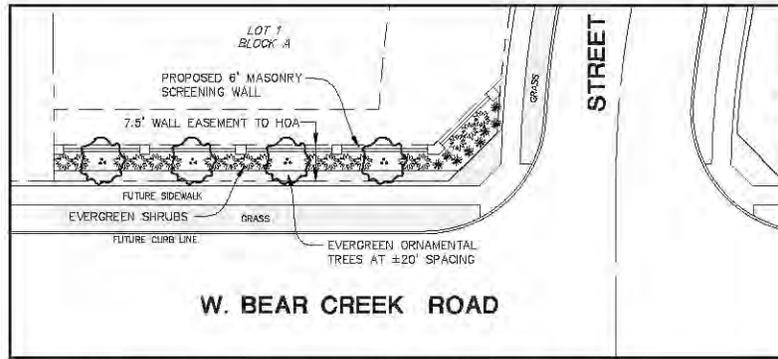
1. Street Treatments – Entry Feature and Signage at Entries

Architectural features on stone and/or brick monument with landscaping and incorporated into open space area illuminated by means others than street lights.

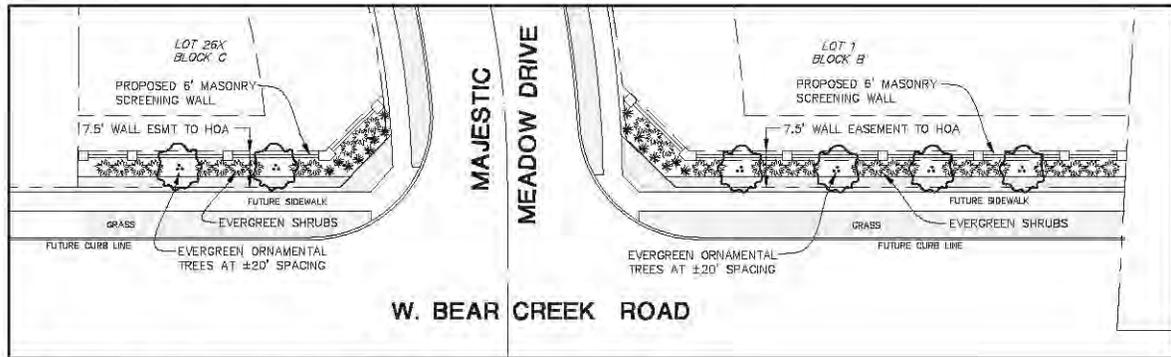
a. Desirable Design Attributes

Decorative tile accent panels of 2 or more difference type/color of stone (can be synthetic or cultured).





LANDSCAPE DETAIL BEAR CREEK ROAD AT STREET B STREET



LANDSCAPE DETAIL BEAR CREEK ROAD AT MAJESTIC MEADOW DRIVE

2. Street Treatments – Street Name Signs

Block numbers shall be incorporated with street lighting that is coordinated throughout the subdivision.

3. Pedestrian Sidewalks – Sidewalk Locations

4 feet wide concrete pedestrian sidewalks shall be located on both sides of the street, in the right-of-way of every internal street.

C. Architectural Standards – New Residential Requirements

1. Building Bulk and Articulation

In order to avoid large blank facades, variations in the elevation of residential facades facing a public street shall be provided in both the vertical and horizontal dimensions. At least twenty (20%) percent of the façade shall be offset a minimum of 1 foot either protruding from or recessed back from the remainder of the façade.

2. Exterior Facades – Porch

Each single-family residential unit shall have a combined total covered front, side or rear entry of a minimum of 120 total square feet of floor area.

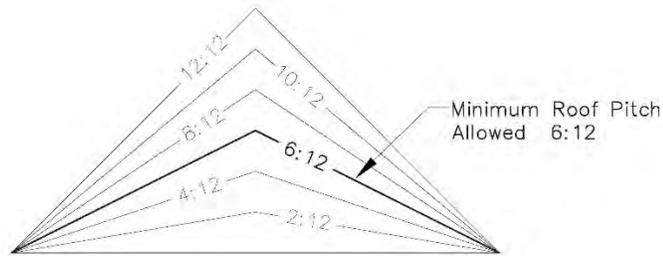


3. Exterior facades – Chimneys

Chimney flues on an exterior wall shall be enclosed with material matching exterior walls of the residential unit and capped.

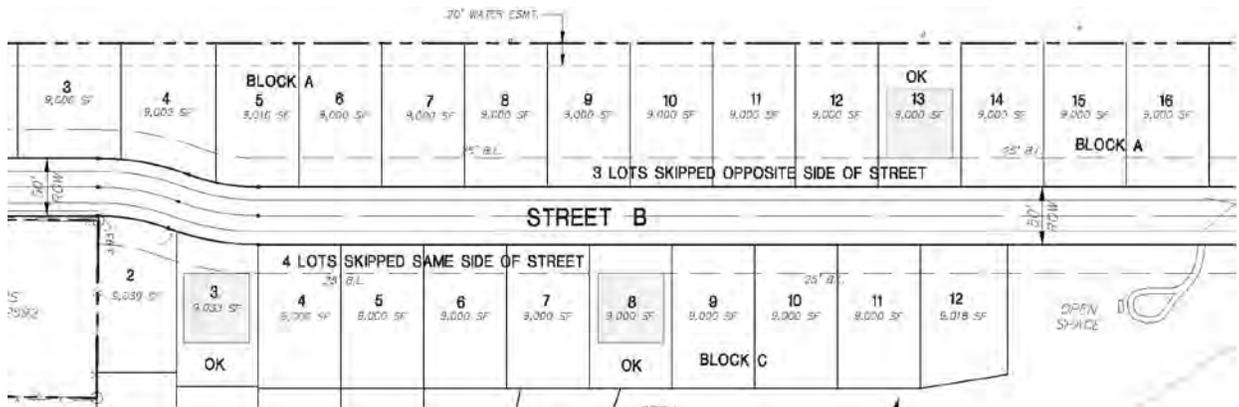
4. Roofs and Roofing – Roof Pitch

All single-family residential units shall have a minimum roof pitch of 6:12 on primary pitches, with articulation, dormers or a combination of hip and gable roofing.



5. Repetition of Residential Unit Designs – Repetition of Floor Plan and Elevation

A minimum of four (4) platted residential lots must be skipped on the same side and three (3) lots must be skipped on the opposite side of the street before rebuilding the same single-family residential unit with an identical (or nearly identical) street elevation design. The same floor plan and elevation shall not be repeated on neighboring, side by side lots or directly across the street.



Identical or nearly identical floor plan means that the layout, size and function of the rooms are essentially the same. Identical or nearly identical street elevation design means little or no variation in the articulation of the façade, height or width of façade, placement of the primary entrances, porches, number and placement of windows, and other major architectural feature. It does not mean similar colors, materials, or small details.



6. Garage Entry

All Garage doors may be located on the primary street elevation (front entry) of a single-family residential unit with an upgraded insulated door with carriage hardware. J-swing type front entry is also allowed. The primary street would be the addressed street front. Each main garage shall be a minimum 20' wide and 20' deep. Garage doors shall be painted to compliment house color. Variation of the garage door styles is required, with traditional front-entry garage doors to include distinct design and/or architectural features. All traditional front-entry garage door materials and designs shall be approved by the City prior to construction.



Typical Elevation – Traditional Front Entry



Typical Elevation – J-Swing Front Entry



7. Dwelling Size

The minimum square footage of floor space shall be 2,000 square feet, measured within the outside dimensions of the residential dwelling unit including each floor level, but excluding carports, garages, and breezeways.

8. Fencing and Screening

- a) Side and rear yard fences shall be permitted to a height of 8 feet maximum, and constructed of wood with metal posts and rails to the inside.
- b) Pressure treated wood is prohibited.
- c) Decorative Iron Fences shall be constructed on lots with residential dwellings along the property line adjacent to public open space, and shall be a minimum of 4 ft. in height. Maximum height of fence shall be 8 feet.
- d) A masonry screening wall (6 feet in height) shall be constructed along the south right-of-way of West Bear Creek Road.

9. Residential Landscaping

- a) Each residential dwelling shall have a sodded front, side, and rear yard with a minimum of one (3-inch caliper) tree in the front yard, one (3-inch caliper) tree in the rear yard and twelve (12) shrubs in front yard.
- b) All landscaped areas must be kept in a healthy and growing condition. Any plant materials that die during a time of year where it is not feasible to replace shall be replaced as soon as possible by the homeowner. Each residential dwelling unit shall have an automated, subsurface irrigation system.

10. Conservation/Sustainability

- a) Each residential dwelling unit must comply with the Energy component of the Building Code. All street and roadway lighting, in addition to meeting the requirements of Article 15.03 of the City Code, shall be of a design and size compatible with, and reviewed as an integral part of the overall development design. The development shall include street lights at all intersections and between intersections spaced at a maximum spacing of 200 feet at the illumination of .50 to 1-foot candle. In addition to meeting CPTED standards, lighting in the proposed Bear Creek Elegance Planned Development will also be reviewed for compatibility with City-wide goals and objectives. Street light fixtures used in Bear Creek Elegance shall be ornamental or decorative in styles as approved by the Director of Public Works at the time of the review. Ornamental street lamps may be combined with similarly designed street signs, mailbox supports and standards, park and open space fencing, and other fixtures throughout the community.





CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: August 4, 2020

SUBJECT

Take action on Resolution R-17-20, a Resolution of the City Council of the City of Glenn Heights, Texas approving the terms and conditions of an interlocal cooperation agreement with Dallas County, Texas, relating to the CARES ACT funding; authorizing its execution by the City Manager; and providing an effective date.

BACKGROUND/DISCUSSION

On May 11, 2020, the State of Texas announced the distribution of State CARES Funds to local governments who do not meet the criteria for direct allocation from the U.S. Treasury Department. As part of the chosen distribution formula for the State of Texas, the cities within Dallas County are eligible to receive direct assistance via CARES Act funds from the Dallas County allocation based on a ratio of \$55 per capita for each city. Upon execution of an interlocal agreement with Dallas County 20% of the CARES Act funding allocation will be immediately made available to the City of Glenn Heights. The remaining 80% will be accessible via reimbursement from Dallas County.

The U.S. Treasury Department and Dallas County Public Works staff have shared guidance to cities on the eligible use of funds allocated under the CARES Act. Staff is proposing the following programmatic and capital expenditures for funds received under the CARES Act:

- Small Business Grants for eligible Glenn Heights establishments
- Bi-Weekly COVID-19 testing for Glenn Heights Fire/EMS staff
- Self-Service Kiosk for Utility & Municipal Court Payments

FISCAL IMPACT

The following table summarizes the CARES Act funding allocation from Dallas County based on the \$55 per capita formula adopted:

City Population (<i>Dallas County</i>)	20% Allocation	80% Allocation	Total Funding
9,038	\$99,418	\$397,672	\$497,090

PUBLIC CONTACT

N/A

ALTERNATIVES / RECOMMENDATION

Staff recommends City Council, by Resolution, authorize the execution of an interlocal agreement with Dallas County to receive funding allocated by the State of Texas under the CARES Act.

PREPARED BY

Marlon Goff, Economic Development Administrator

ATTACHMENTS

- a. Resolution R-17-20
- b. Interlocal Agreement

THE CITY OF GLENN HEIGHTS, TEXAS

RESOLUTION NO. R-17-20

A RESOLUTION OF THE CITY OF GLENN HEIGHTS, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT WITH DALLAS COUNTY, TEXAS, RELATING TO THE CARES ACT FUNDING; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the County is in receipt of funds from the United States Treasury Department under the Coronavirus Aid, Relief, and Economic Security Act also known as the "CARES Act"; and

WHEREAS, the County desires to contract with the City for the administration of the distribution of some of Dallas County's CARES Act funding by providing funds to the City for authorized CARES Act activities as set forth in the Interlocal Cooperation Agreement ("Agreement"), which is attached hereto and incorporated herein; and

WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE provides authorization for local governments to contract and enter into such Agreements with each other for the performance of governmental functions and services; and

WHEREAS, after review and consideration of the Agreement, the City Council for the City of Glenn Heights, Texas finds that the terms and conditions thereof are found to be acceptable and to be in the best interest of the City and its citizens, and authorizes the City Manager to execute the same;

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

Section 1. The City Council hereby approves the terms and conditions of the Agreement, which is attached hereto as Exhibit "1" and the attachments thereto, and hereby authorizes the City Manager to execute said Agreement and to accept, on behalf of the City, the funding awarded thereunder and as set forth therein.

Section 2. This resolution shall take effect immediately from and after its passage and it is accordingly so resolved.

PASSED AND APPROVED by the City Council of the City of Glenn Heights, Texas this 4th day of August 2020.

APPROVED:

Harry A. Garrett, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
070920TM116695

EXHIBIT "1"
**[Glenn Heights Interlocal Agreement with Dallas County Regarding CARES
Funding]**

THE STATE OF TEXAS

§

§

§

THE COUNTY OF DALLAS

§

**DALLAS COUNTY CARES ACT FUNDING
INTERLOCAL AGREEMENT**

1. RECITALS:

This Agreement is entered into by and between Dallas County, Texas (hereinafter, "County"), acting by and through the Dallas County Commissioners Court (hereinafter, "Commissioners Court") located at 411 Elm Street, 2nd Floor, Dallas, Texas 75202, and the City Of Glenn Heights, Texas , located at 1938 South Hampton Road, Glenn Heights, Texas_ hereinafter "City") or individually as a "Party" or collectively the "Parties" for certain management services, as identified in this Agreement under authority of Texas Government Code, Chapter 791, for certain management services, as identified in Section 5 (Scope of Services) of this Agreement.

WHEREAS, the City is a "local government" as defined by Texas Government Code § 791.003(4)(A) and desires to enter into this Agreement pursuant to Texas Government Code, Chapter 791; and

WHEREAS, the County is in receipt of funds from the United States Treasury Department under the Coronavirus Aid, Relief, and Economic Security Act also known as the "CARES Act"; and

WHEREAS, the County desires to contract, with the City for the administration of the distribution of some of Dallas County's CARES Act funds by providing funds to the City for authorized CARES Act activities; and

WHEREAS, the County has the authority under Chapter 791, Texas Government Code to contract with other local governments for government functions and services; and

WHEREAS, the County wishes to engage the services of the City for the administration of the distribution of a portion of the County's CARES Act funds in accordance with the Guidance from the United States Treasury Department; and

WHEREAS, the City is capable of providing the services and related activities for the appropriate distribution of CARES Act funds; and

WHEREAS, on March 12, 2020, the Dallas County Judge declared a local state of disaster for a public health emergency in relation to COVID-19; and

WHEREAS, on March 13, 2020, the Governor of the State of Texas declared a state of disaster and the President of the United States declared a national emergency in relation to COVID-19; and

WHEREAS, the Governor of Texas, on March 13, 2020, invoked Texas Government Code § 418.017 in his state-wide disaster declaration, to “authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster”, and

WHEREAS, some local businesses and residents have experienced extraordinary economic strain due to state and local regulations related to the COVID-19; and

WHEREAS, the County finds that the expenditure of public funds in support of the operations of the City’s businesses and residents, especially in this time of a pandemic crises, accomplishes a valid public purpose of protecting the Dallas County economy and the economic welfare of the residents of Dallas County; and

WHEREAS, the City will serve a benefit to all Dallas County residents during this pandemic, providing essential assistance to residents and businesses within the City; and

WHEREAS, the Parties desire to enter into this Agreement for the purposes stated herein; and

WHEREAS, these Recitals are incorporated into this Agreement and are expressly made a part of this Agreement; and

NOW THEREFORE, in consideration of the promises and agreements hereinafter set forth, the Parties agree as follows:

2. TERM:

The term of this Agreement shall begin upon day this Agreement last executed by the Parties and continue until the services are rendered and the CARES Act funds under this Agreement are distributed, unless terminated earlier under any provision hereof. Notwithstanding the foregoing, the services and deliverables herein shall be completed by November 30, 2020 (the “Term”).

3. INCORPORATED DOCUMENTS:

The following documents are incorporated by reference as if fully reproduced herein:

- (a) **Exhibit A-** Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments from the United States Treasury Department.

4. ORDER OF PRECEDENCE:

In the event of any conflict or inconsistency between or among the provisions of this Agreement or any incorporated or referenced document or any exhibit, attachment, or associated document, such conflict or inconsistency shall be resolved in the following order of precedence:

(1) this Agreement and any subsequent amendments; then (2) Exhibit A.

5. CITY'S SCOPE OF SERVICES AND OBLIGATIONS:

- (a) The City shall distribute the CARES Act funds provided by the County in accordance with the guidance as detailed in the attached and incorporated **Exhibit A**.
- (b) The City may choose to set up programs such as housing assistance for its residents and grants and loans for its businesses.
- (c) The City shall only disburse the CARES Act funds within its municipal corporate limits to eligible residents and individuals as determined by the City in compliance with the guidance in **Exhibit A**.
- (d) The City shall not be permitted to duplicate any efforts the County is undertaking for the County's CARES Act funding programs. For example, the County is beginning emergency assistance programs for daycare facilities, small business loans and grants, and emergency housing and rental assistance for residents. For purposes of clarity, if a resident is a recipient of assistance from a County program, then the resident shall be automatically disqualified from the any further City assistance with CARES Act funds. The same disqualification shall apply to businesses within the City.
- (e) The City shall keep the County informed of all expenditures made under this Agreement on a monthly basis during the Term in any format of report or reporting as determined in the County's sole discretion.
- (f) The City shall comply with the terms, conditions, and structure of the Funding Formula in Section 6 below.
- (g) The City shall return any unspent funds to the County by December 11, 2020.

6. COUNTY'S OBLIGATIONS:

County agrees to perform the following:

- (a) Dallas County will assist City in scheduling appointments with key County personnel and employees;
- (b) Dallas County shall maintain supervisory control of the ultimate disbursement of funds under any program or disbursement approved by the City;
- (c) Dallas County will provide funding in an amount of up to of **fifty-five dollars (\$55)** per City resident based on the 2019 estimated population. The estimated population under this formula and the amount of funds provided to City shall be in the sole discretion of the County (hereinafter "Funding Formula").
 - 1. Under this Funding Formula, the County will provide **twenty percent (20%)** of the eligible funds under this Agreement to the City upon execution of this Agreement. The City may apply for the further disbursement of funds for specific projects, programs, or purchases from the County for the remaining **eighty percent (80%)** of the eligible funding under this Funding Formula during the

duration of this Agreement.

2. For the remaining **eighty percent (80%)** under this Funding Formula, the City shall seek pre-approval from the County for any proposed program, initiative, or disbursement of funds. Once written approval is obtained from the County, the City may seek a disbursement for that specific program, initiative, or project from the County.

7. TERMS AND CONDITIONS:

County agrees to provide CARES Act funding to City for approved budget expenses incurred and for documented units of services performed, subject to the following limitations:

- (a) Not to Exceed Amount. City understands and agrees that the maximum total amount payable for the services and funds distributed described herein shall not exceed **the amount as determined by the Funding Formula detailed in Section 6(c) above** (hereinafter “Not to Exceed Amount”) unless a formal written amendment is executed by the Parties hereto and is formally approved by the Commissioners Court. County shall not pay for any services nor distribute any funds that would cause the amounts described herein in excess of the Not to Exceed Amount. Within this Not to Exceed Amount the City may fund its internal and indirect costs for administering the CARES Act funds in an amount not to exceed **ten percent (10%)** of all funds received under this Agreement.
- (b) City agrees to submit complete, fully documented, and accurate itemized invoices, receipts, and other appropriate documentation, as required by County, following the completion of the services and disbursement of the funds. Specifically, the invoices, receipts, and other documentation shall be itemized and include supporting documentation and any management fees. Within the supporting documentation the subcontractor invoices shall be included, if any. All required documentation shall be submitted on the first day of each month during the Term of this Agreement as expenses are incurred or funds are disbursed. All documentation submitted shall represent the services rendered and funds disbursed by Contractor for the previous month.
- (c) **Twenty percent (20%)** of the available funds under this Agreement and the Funding Formula will be made to the City upon execution of the Agreement. The City may apply for further funds of the remaining **eighty percent (80%)** as described in the Funding Formula through the duration of this agreement. The County may in its sole discretion disallow or refuse to fund any activity for which further funding is sought by the City that is not in compliance with **Exhibit A**. Further, the County may withhold further funding from the City if the City fails to comply with County’s reporting requirements, performance objectives, or other requirements relating to City’s performance of work, deliverables, and services under this Agreement. County shall pay the City only for those reimbursable costs that are allowable under applicable rules and regulations, as stated in this Agreement. Should the United States Treasury Department, the United States Congress, the Executive Branch of Federal

Government, the Federal Judiciary, or any other Federal Agency with jurisdiction issue further guidance on the appropriate use of the CARES Act funds, that further guidance shall be automatically incorporated into this Agreement in **Exhibit A** without the need for a formal amendment. County shall have the right to withhold all or part of any reimbursement funds to the City to offset any reimbursement made to City for ineligible expenditures or undocumented units of services billed as determined by the County in its sole discretion.

- (d) City understands and agrees that all documentation must be submitted to County on a rolling monthly basis during the Term of this Agreement. All receipts and expenditures must have appropriate supporting documentation before such billings will be approved.
- (e) The Dallas County Auditor is responsible for monitoring fiscal compliance activities and shall resolve any dispute between the Parties regarding County's payments to City for services rendered under this Agreement.
- (f) Prior Debts. County shall not be liable for costs incurred or performances rendered by City before or after the Term; for expenses not billed to County within the applicable time frames set forth in this Agreement; or for any payment for services or activities not provided pursuant to the terms of this Agreement.
- (g) Refund provision. The County shall have the right to demand repayment of any funds paid to City for services rendered or funds disbursed that did not comply with the terms of this Agreement or that were determined to be ineligible expenditures by the County or the Federal Government. The City shall promptly refund any monies previously paid or disbursed by County that the County, in its sole discretion, determines were used for services or activities that were not in compliance with this Agreement.

8. REPORTING AND ACCOUNTABILITY:

- (a) Reporting. City agrees to submit all required documentation and reports on a timely basis and in accordance with the specified time frames pursuant to this Agreement. Penalties for delinquent reporting may include withholding of payments until such time all reports are received, cancellation and/or termination of this Agreement with no obligation to pay for undocumented or ineligible services, or both.
- (b) Access to Records. City agrees that County, or any of its duly authorized representatives, or the Federal Government has the right of timely and unrestricted access to any books, documents, papers, reports, or other records of City that are pertinent to the fulfillment of the requirements of this Agreement, in order to make audit, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to City's personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to such documents. All such items shall be furnished to the County in Dallas County, Texas.

- (c) Ownership. City agrees that all information, data, and supporting documentation that relates to the services provided hereunder shall remain the property of City.
- (d) Maintenance of Records. City's records, books, and other documents reasonably related to this Agreement shall be kept and maintained in standard accounting form. Such records, books, and documents shall be made available in Dallas County subject to inspection by County or authorized County personnel upon request.
- (e) Audit. The Dallas County Auditor, its assigns, or any other governmental entity approved by County shall have the unrestricted right to audit all data or documents related to this Agreement. Such data shall be furnished in Dallas County at a mutually convenient time within a reasonable time. Should County determine it reasonably necessary, City shall make all of its records, books, and documents reasonably related to this Agreement available to authorized County personnel, at reasonable times and within reasonable periods, for inspection or auditing purposes or to substantiate the provisions of services under this Agreement.
- (f) Retention of Records. All records, books, and documents reasonably related to this Agreement shall be maintained and kept by City for a minimum of four (4) years and ninety (90) days after termination or expiration of this Agreement. If any litigation, claim, or audit involving these documents or records begins before the specified period expires, City must keep the records and documents for not less than four (4) years and ninety (90) days and until all litigation, claims, or audit findings are resolved, whichever is later. **City is strictly prohibited from destroying or discarding any records, books, or other documents reasonably related to this Agreement, unless the time period for maintaining such under this subsection (f) has lapsed.**

9. CONFIDENTIALITY:

- (a) City shall not disclose privileged or confidential communications or information acquired in the course of the performance under this Agreement, unless authorized by law. City agrees to adhere to all confidentiality requirements, as applicable, for performance under this Agreement.
- (b) Public Information Act. The Parties acknowledge and agree that County and City are subject, as a matter of law, to Texas Government Code, Chapter 552, also known as the "Texas Public Information Act" (hereinafter "Public Information Act"). Notwithstanding any other provision, the Parties agree that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that the County, County Commissioners Court, County Judge, Elected County Officials, County Department Heads and County Employees (hereinafter "County Requestors") may request advice, decisions and opinions of the Attorney General of

the State of Texas in regard to the application of the Public Information Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished to or in the possession or knowledge of County. It is further acknowledged and agreed that the County Requestors have the right and obligation by law to rely on the advice, decisions and opinions of the Texas Attorney General. City hereby releases the County Requestors from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished by City or in the possession or knowledge of the County that is determined by County or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

- (c) Any Public Information Act request received by the City or County for documents related to this Agreement or any program undertaken pursuant to this Agreement shall be handled by the entity who received the Public Information Act request.
- (d) Notwithstanding the foregoing, the Parties agree, to the extent permitted by the Public Information Act, to keep confidential (and store in a secure area with limited access) and will not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents or data, provided to or disclosed to the other Party, or any information related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, for any purposes other than performing each Party's obligations under this Agreement.

10. INDEMNIFICATION:

THE PARTIES AGREE TO BE RESPONSIBLE EACH FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS AGREEMENT WITHOUT WAIVING ANY SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO THE PARTIES UNDER FEDERAL OR STATE LAW. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES. THE PARTIES AGREE THAT ANY SUCH LIABILITY OR DAMAGES OCCURRING DURING THE PERFORMANCE OF THIS AGREEMENT CAUSED BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THE PARTIES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS, SHALL BE DETERMINED IN ACCORDANCE WITH COMPARATIVE RESPONSIBILITY LAWS OF TEXAS.

11. INSURANCE:

City and County agree that they will, at all times during the Term of this Agreement, maintain in full force and effect insurance or self-insurance to the extent permitted by applicable laws, and that is maintained at appropriate levels of insurance commensurate with each Party's obligations hereunder and in accordance with sound accounting practices. City and County will be responsible for their respective costs of such insurance, any and all deductible amounts in any

policy and any denials of coverage made by their respective insurers.

12. EXPENSES

Unless prior written approval by County is obtained or otherwise detailed in this Agreement, City shall be responsible for all mileage and other miscellaneous expenses related to the fulfillment of the requirements of this Agreement. Mileage and other miscellaneous expenses shall be included in the Not to Exceed Amount.

13. TERMINATION:

- (a) Suspension. Should County desire to suspend the services, but not terminate the Agreement, County shall issue a written order to stop work. The written order shall set out the terms of the suspension. The City shall stop all services as set forth in this Agreement and will cease to incur costs to County or disburse funds during the term of the suspension. City shall resume work when notified to do so by County in a written authorization to proceed. If a change in the terms and conditions of payment for services of this Agreement is necessary because of a suspension, a mutually agreed contract amendment will be executed in accordance with this Agreement.

- (b) Termination. The County, at its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere under this Agreement, terminate this Agreement, in whole or part, by giving thirty (30) days prior written notice thereof to the City with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. In the event of cancellation, City shall cease any and all services under this Agreement or disbursement of funds on the date of termination and to the extent specified in the notice of termination. Upon receipt of such notice, City shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations or services to be provided. Upon termination of this Agreement as herein above provided, any and all unspent funds that were paid or provided by County to City under this Agreement and any and all County data, documents and information in City's possession shall be returned to County within five (5) working days of the date of termination. In no event shall County's termination of this Agreement, for any reason, subject County to liability.
 - 1. Without Cause: This Agreement may be terminated, in whole or in part, without cause, by County upon thirty (30) days prior written notice to the City.

 - 2. With Cause: County reserves the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, for the following reasons:
 - A. Lack of, or reduction in, funding or resources in accordance with Section 29 (Fiscal Funding Clause);

 - B. Non-performance by City or City's failure or inability to perform or substantially

perform, for whatever reason, the services required or funds to be disbursed under this Agreement;

- C. City's improper, misuse or inept use of CARES Act funds under this Agreement;
- D. City's failure to comply with the terms and provisions of this Agreement;
- E. City's submission of invoices, data, statements and/or reports that are incorrect, incomplete, or false in any way;
- F. City's failure to comply with County's reporting requirements, the program objectives, the terms, conditions, or standards of this Agreement, applicable federal, state, or local laws, rules, regulations and ordinances, or any other requirement set forth in this Agreement;
- G. City's failure to perform the work and services required by this Agreement within the time specified herein or any extension thereof;
- H. City's inability to perform under this Agreement due to judicial order, injunction or any other court proceeding.

14. NOTICE:

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed.

TO COUNTY:

Judge Clay Jenkins
Dallas County
411 Elm St. 2nd Floor
Dallas County, Texas 75202
(214) 653-6018 (office)
(214) 653-7449 (fax)

TO CITY:

City of Glenn Heights, TX
Attn: City Manager
1938 South Hampton Rd.
Glenn Heights, Texas 75154

With a copy to:

Russell Roden
Chief, Civil Division
Dallas County District Attorney's Office

With a copy to:

Victoria W. Thomas
Nichols Jackson Dillard Hager & Smith
500 North Akard, Suite 1800

411 Elm Street, 5th Floor
Dallas, Texas 75202

Dallas, Texas 75201

15. SEVERABILITY:

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

16. IMMUNITY:

This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code and the City's governmental immunity, and all applicable federal and state law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the County or City has by operation of law.

17. COMPLIANCE WITH LAWS:

In providing services required by this Agreement, City must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations. City shall be responsible for ensuring its compliance with any laws and regulations applicable to its operations and functions.

18. GOVERNING LAW AND VENUE:

The validity and interpretation of this Agreement, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the laws of the State of Texas and any applicable guidance from the Federal Government or Federal Agency. This Agreement is performable and enforceable in Dallas County, Texas where the principal office of County is located and the state or federal courts of Dallas County shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Agreement.

19. AMENDMENTS AND CHANGES IN THE LAW:

No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal law, federal guidance, or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law or guidance.

20. THIRD PARTIES:

The obligations of each Party to this Agreement shall inure solely to the benefit of the other Party, and no other person or entity shall be a third party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement.

21. ASSIGNMENT:

City may not assign its rights and duties under this Agreement. Any assignment attempted shall be null and void.

22. CONTRA PROFERENTUM:

The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the Party who drafted the Agreement and such Party shall not be responsible for the language used.

23. ENTIRE AGREEMENT:

This Agreement, including its Attachments, Exhibits, and Addendums incorporated as a part hereof, shall constitute the entire agreement relating to the subject matter hereof between the Parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written, and except as otherwise provided herein, this Agreement may not be modified without prior written agreement of the Parties. Each Party acknowledges that the other Party, or anyone acting on behalf of the other Party has made no representations, inducements, promises or agreements, orally or otherwise, unless such representations, inducements, promises or agreements are embodied in this Agreement, expressly or by incorporation.

24. BINDING EFFECT:

This Agreement and the respective rights and obligations of the Parties hereto shall inure to the benefit and be binding upon the successors and assigns of the Parties hereto, as well as the Parties themselves.

25. REMEDIES/WAIVER OF BREACH:

Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting Party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. No waiver of any term, covenant, condition or violation of this Agreement shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein

contained, and forbearance to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Any waiver of any provision of this Agreement or violation thereof must be by a written instrument.

26. FEDERAL FUNDED PROJECT:

If this Agreement is funded by the federal government; therefore, the City agrees to timely comply, without additional cost or expense to County, unless otherwise specified herein, with any statute, rule, regulation, grant, contract provision, subsequent federal guidance or other state or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered or funds provided under the terms of this Agreement.

27. DEFAULT/CUMULATIVE RIGHTS/MITIGATION:

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. City and County both have a duty to mitigate damages.

28. PREVENTION OF FRAUD AND ABUSE:

City shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving City's employees or agents shall be reported immediately to the County by City. Moreover, City warrants that it is not listed on a local, county, state or federal consolidated list of debarred, suspended and ineligible contractors and grantees. City and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. City shall, upon notice by County, refund expenditures of the City that are contrary to this Agreement and deemed inappropriate by the County.

29. FISCAL FUNDING CLAUSE:

Notwithstanding any provisions contained herein, the obligations of the County under this Agreement is expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Agreement and any extensions thereto. City shall have no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable,

County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to City at the earliest possible time.

30. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

31. INDEPENDENT CONTRACTOR:

City, including its employees, agents or licensees, is an independent contractor and not an agent, servant, joint enterprise or employee of the County, and is responsible for its own acts, omissions, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of services or disbursement of funds covered under this Agreement, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor, agent, employee or supplier of the City and the County by virtue of this Agreement.

32. SUBCONTRACTING:

The costs of all subcontracted services are included in the fees distributed herein. Subcontracts entered into by the City will be in writing and subject to all requirements herein. City agrees that it will solely be responsible to County for the performance of this Agreement. City shall pay all subcontractors in a timely manner. County shall have the right to prohibit City from using any subcontractor.

33. PROMPT PAYMENT ACT:

City agrees that a temporary delay in making payments due to the County's accounting and disbursement procedures shall not place the County in default of this Agreement and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

34. TAX

Dallas County, as a county of the State of Texas, is exempted from the payment of Texas state and local sales, excise, and use taxes pursuant to Tex. Loc. Gov't Code § 151.309, and shall therefore not be liable or responsible to the City for the payment of such taxes under this

Agreement.

The fees paid to City pursuant to this Agreement are inclusive of any applicable sales, use, personal property or other taxes attributable to periods on or after the applicable effective date of this Agreement and based upon or measured by City’s cost in acquiring or providing products and/or services and related materials and supplies furnished or used by City in performing his obligations hereunder, including all personal property and use taxes, if any, due on equipment or software owned by City.

City accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers’ Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by City for work performed under the terms of this Agreement.

35. SIGNATORY WARRANTY:

The undersigned signatories for the Parties hereby represent and warrant that they are officers of their respective organizations for which they have executed this Agreement and that they have full and complete authorities to enter into this Agreement on behalf of their respective organizations and that the executions thereof are the acts of the parties involved and have been delivered and constitute legal, valid and binding obligations of the respective Parties.

36. ACCEPTANCES

By their signatures below, the duly authorized representatives of County and City accept the terms of this Agreement in full.

EXECUTED this _____ day of _____, 2020.

DALLAS COUNTY:

CITY/ TOWN OF GLENN HEIGHTS, TEXAS :

BY: Clay Jenkins
Dallas County Judge

BY: David Hall, City Manager

Recommended:

BY: Darryl Martin
Dallas County Administrator

***Approved as to Form: JOHN
CREUZOT DISTRICT ATTORNEY**

BY: Randall Miller
Assistant District Attorney
Dallas County DA's Office, Civil Division

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

EXHIBIT A

Coronavirus Relief Fund
Guidance for State, Territorial, Local, and Tribal Governments
April 22, 2020

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.¹

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost

¹ See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

A cost is “incurred” when the responsible unit of government has expended funds to cover the cost.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures²

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.³
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

² In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

³ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: August 4, 2020

SUBJECT

Take action to approve Resolution R-18-20, a Resolution of the City Council of the City of Glenn Heights, Texas, approving the terms and conditions, and authorizations of a Grant Agreement with the Texas Division of Emergency Management relating to the CARES Act Coronavirus Relief Funding; authorizing application for and of the grant agreement, including all terms, conditions, authorizations, and other necessary documents by the City Manager.

BACKGROUND/DISCUSSION

On May 11, 2020, the State of Texas announced the distribution of State CARES Funds to local governments who do not meet the criteria for direct allocation from the U.S. Treasury Department. As part of the chosen distribution formula for the State of Texas, cities within Ellis County are eligible to receive direct assistance via CARES Act funds administered by the Texas Division of Emergency Management (TDEM). The funding allocation is based on a ratio of \$55 per capita for each city. Upon execution of a grant agreement with TDEM, 20% of the CARES Act funding allocation will be immediately made available to the City of Glenn Heights. The remaining 80% of the allocation will be accessible via reimbursement from TDEM.

The U.S. Treasury Department has provided guidance to cities on the eligible use of funds and activity allowed under the CARES Act. Staff is proposing the following programmatic and capital expenditures for funds received under the CARES Act:

- Small business grants for eligible Glenn Heights establishments
- Bi-weekly COVID-19 testing for Glenn Heights Fire/EMS staff
- Self-service kiosk for utility & municipal court payments

FISCAL IMPACT

The following table summarizes the CARES Act funding allocation from Texas Division of Emergency Management based on the \$55 per capita formula adopted:

City Population (<i>Dallas County</i>)	20% Allocation	80% Allocation	Total Funding
3,049	\$33,539	\$134,156	\$167,695

PUBLIC CONTACT

N/A

ALTERNATIVES / RECOMMENDATION

Staff recommends City Council, by Resolution, authorize the execution of a grant agreement with Texas Division of Emergency Management to receive funding allocated by the State of Texas under the CARES Act.

PREPARED BY

Marlon Goff, Economic Development Administrator

ATTACHMENTS

- a. Resolution R-18-20
- b. CRF Terms & Conditions (TDEM)

THE CITY OF GLENN HEIGHTS, TEXAS

RESOLUTION NO. R-18-20

A RESOLUTION OF THE CITY OF GLENN HEIGHTS, TEXAS, APPROVING THE TERMS, CONDITIONS, AND AUTHORIZATIONS OF A GRANT AGREEMENT WITH TEXAS DEPARTMENT OF EMERGENCY RELATING TO THE CARES ACT CORONAVIRUS RELIEF FUNDING; AUTHORIZING APPLICATION FOR AND OF THE GRANT AGREEMENT, INCLUDING ALL TERMS, CONDITIONS, AUTHORIZATIONS, AND OTHER NECESSARY DOCUMENTS BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Texas, administered through Texas Department of Emergency Management, is in receipt of funds from the United States Treasury Department under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act); and

WHEREAS, the City is located in part in Ellis County; and

WHEREAS, Ellis County did not receive CARES Act Coronavirus Relief Funds (CRF) directly from the State of Texas through Texas Department of Emergency Management for possible distribution by agreement with municipalities located within the county; and

WHEREAS, municipalities located within Ellis County must apply to and enter into a Grant Agreement with Texas Department of Emergency Management to receive CARES Act CRF; and

WHEREAS, the City Council has reviewed the TDEM Grant Agreement, including all terms, conditions, and required authorizations, and finds that the Agreement, including all authorizations, terms and conditions thereof are acceptable and are in the best interest of the City and its citizens, and authorizes the City Manager to execute the same;

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

Section 1. The City Council hereby approves the Grant Agreement, including its terms, conditions, and required authorizations (collectively, the "Grant Agreement"), attached hereto as Exhibit "1", and hereby authorizes the City Manager or his designee to execute and file with Texas Department of Emergency Management an application, including all understandings and assurances contained therein and any other necessary documents, requesting award of a CARES Coronavirus Relief Funding Grant by the State of Texas Department of Emergency Management and further hereby directs and authorizes the City Manager or his designee to take all necessary actions in connection with the application and to provide such additional information as may be required and to execute the Grant Agreement and accept the award of the CARES Coronavirus Relief Funding Grant by TDEM on behalf of the City.

Section 2. This resolution shall take effect immediately from and after its passage and it is accordingly so resolved.

PASSED AND APPROVED by the City Council of the City of Glenn Heights, Texas this 4th day of August 2020.

APPROVED:

Harry A. Garrett, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
070920TM116698

EXHIBIT "1"
[TDEM Terms and Conditions - CARES Coronavirus Relief Fund Grant]

THE STATE OF TEXAS

§
§
§
§

THE COUNTY OF DALLAS

**DALLAS COUNTY CARES ACT FUNDING
INTERLOCAL AGREEMENT**

1. RECITALS:

This Agreement is entered into by and between Dallas County, Texas (hereinafter, "County"), acting by and through the Dallas County Commissioners Court (hereinafter, "Commissioners Court") located at 411 Elm Street, 2nd Floor, Dallas, Texas 75202, and the City Of Glenn Heights, Texas, located at 1938 South Hampton Road, Glenn Heights, Texas, hereinafter "City") or individually as a "Party" or collectively the "Parties" for certain management services, as identified in this Agreement under authority of Texas Government Code, Chapter 791, for certain management services, as identified in Section 5 (Scope of Services) of this Agreement.

WHEREAS, the City is a "local government" as defined by Texas Government Code § 791.003(4)(A) and desires to enter into this Agreement pursuant to Texas Government Code, Chapter 791; and

WHEREAS, the County is in receipt of funds from the United States Treasury Department under the Coronavirus Aid, Relief, and Economic Security Act also known as the "CARES Act"; and

WHEREAS, the County desires to contract, with the City for the administration of the distribution of some of Dallas County's CARES Act funds by providing funds to the City for authorized CARES Act activities; and

WHEREAS, the County has the authority under Chapter 791, Texas Government Code to contract with other local governments for government functions and services; and

WHEREAS, the County wishes to engage the services of the City for the administration of the distribution of a portion of the County's CARES Act funds in accordance with the Guidance from the United States Treasury Department; and

WHEREAS, the City is capable of providing the services and related activities for the appropriate distribution of CARES Act funds; and

WHEREAS, on March 12, 2020, the Dallas County Judge declared a local state of disaster for a public health emergency in relation to COVID-19; and

WHEREAS, on March 13, 2020, the Governor of the State of Texas declared a state of disaster and the President of the United States declared a national emergency in relation to COVID-19; and

WHEREAS, the Governor of Texas, on March 13, 2020, invoked Texas Government Code § 418.017 in his state-wide disaster declaration, to “authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster”, and

WHEREAS, some local businesses and residents have experienced extraordinary economic strain due to state and local regulations related to the COVID-19; and

WHEREAS, the County finds that the expenditure of public funds in support of the operations of the City’s businesses and residents, especially in this time of a pandemic crises, accomplishes a valid public purpose of protecting the Dallas County economy and the economic welfare of the residents of Dallas County; and

WHEREAS, the City will serve a benefit to all Dallas County residents during this pandemic, providing essential assistance to residents and businesses within the City; and

WHEREAS, the Parties desire to enter into this Agreement for the purposes stated herein; and

WHEREAS, these Recitals are incorporated into this Agreement and are expressly made a part of this Agreement; and

NOW THEREFORE, in consideration of the promises and agreements hereinafter set forth, the Parties agree as follows:

2. TERM:

The term of this Agreement shall begin upon day this Agreement last executed by the Parties and continue until the services are rendered and the CARES Act funds under this Agreement are distributed, unless terminated earlier under any provision hereof. Notwithstanding the foregoing, the services and deliverables herein shall be completed by November 30, 2020 (the “Term”).

3. INCORPORATED DOCUMENTS:

The following documents are incorporated by reference as if fully reproduced herein:

- (a) **Exhibit A-** Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments from the United States Treasury Department.

4. ORDER OF PRECEDENCE:

In the event of any conflict or inconsistency between or among the provisions of this Agreement or any incorporated or referenced document or any exhibit, attachment, or associated document, such conflict or inconsistency shall be resolved in the following order of precedence: (1) this Agreement and any subsequent amendments; then (2) Exhibit A.

5. CITY'S SCOPE OF SERVICES AND OBLIGATIONS:

- (a) The City shall distribute the CARES Act funds provided by the County in accordance with the guidance as detailed in the attached and incorporated **Exhibit A**.
- (b) The City may choose to set up programs such as housing assistance for its residents and grants and loans for its businesses.
- (c) The City shall only disburse the CARES Act funds within its municipal corporate limits to eligible residents and individuals as determined by the City in compliance with the guidance in **Exhibit A**.
- (d) The City shall not be permitted to duplicate any efforts the County is undertaking for the County's CARES Act funding programs. For example, the County is beginning emergency assistance programs for daycare facilities, small business loans and grants, and emergency housing and rental assistance for residents. For purposes of clarity, if a resident is a recipient of assistance from a County program, then the resident shall be automatically disqualified from the any further City assistance with CARES Act funds. The same disqualification shall apply to businesses within the City.
- (e) The City shall keep the County informed of all expenditures made under this Agreement on a monthly basis during the Term in any format of report or reporting as determined in the County's sole discretion.
- (f) The City shall comply with the terms, conditions, and structure of the Funding Formula in Section 6 below.
- (g) The City shall return any unspent funds to the County by December 11, 2020.

6. COUNTY'S OBLIGATIONS:

County agrees to perform the following:

- (a) Dallas County will assist City in scheduling appointments with key County personnel and employees;
- (b) Dallas County shall maintain supervisory control of the ultimate disbursement of funds under any program or disbursement approved by the City;
- (c) Dallas County will provide funding in an amount of up to of **fifty-five dollars (\$55)** per City resident based on the 2019 estimated population. The estimated population under this formula and the amount of funds provided to City shall be in the sole discretion of the County (hereinafter "Funding Formula").
 - 1. Under this Funding Formula, the County will provide **twenty percent (20%)** of the eligible funds under this Agreement to the

City upon execution of this Agreement. The City may apply for the further disbursement of funds for specific projects, programs, or purchases from the County for the remaining **eighty percent (80%)** of the eligible funding under this Funding Formula during the duration of this Agreement.

2. For the remaining **eighty percent (80%)** under this Funding Formula, the City shall seek pre-approval from the County for any proposed program, initiative, or disbursement of funds. Once written approval is obtained from the County, the City may seek a disbursement for that specific program, initiative, or project from the County.

7. TERMS AND CONDITIONS:

County agrees to provide CARES Act funding to City for approved budget expenses incurred and for documented units of services performed, subject to the following limitations:

- (a) **Not to Exceed Amount.** City understands and agrees that the maximum total amount payable for the services and funds distributed described herein shall not exceed **the amount as determined by the Funding Formula detailed in Section 6(c) above** (hereinafter "Not to Exceed Amount") unless a formal written amendment is executed by the Parties hereto and is formally approved by the Commissioners Court. County shall not pay for any services nor distribute any funds that would cause the amounts described herein in excess of the Not to Exceed Amount. Within this Not to Exceed Amount the City may fund its internal and indirect costs for administering the CARES Act funds in an amount not to exceed **ten percent (10%)** of all funds received under this Agreement.
- (b) City agrees to submit complete, fully documented, and accurate itemized invoices, receipts, and other appropriate documentation, as required by County, following the completion of the services and disbursement of the funds. Specifically, the invoices, receipts, and other documentation shall be itemized and include supporting documentation and any management fees. Within the supporting documentation the subcontractor invoices shall be included, if any. All required documentation shall be submitted on the first day of each month during the Term of this Agreement as expenses are incurred or funds are disbursed. All documentation submitted shall represent the services rendered and funds disbursed by Contractor for the previous month.
- (c) **Twenty percent (20%)** of the available funds under this Agreement and the Funding Formula will be made to the City upon execution of the Agreement. The City may apply for further funds of the remaining **eighty percent (80%)** as described in the Funding Formula through the duration of this agreement. The County may in its sole discretion disallow or refuse to fund any activity for which further funding is sought by the City that is not in compliance with **Exhibit A**. Further, the County may withhold further funding from the City if the City fails to comply with County's reporting requirements, performance objectives, or other

requirements relating to City's performance of work, deliverables, and services under this Agreement. County shall pay the City only for those reimbursable costs that are allowable under applicable rules and regulations, as stated in this Agreement. Should the United States Treasury Department, the United States Congress, the Executive Branch of Federal Government, the Federal Judiciary, or any other Federal Agency with jurisdiction issue further guidance on the appropriate use of the CARES Act funds, that further guidance shall be automatically incorporated into this Agreement in **Exhibit A** without the need for a formal amendment. County shall have the right to withhold all or part of any reimbursement funds to the City to offset any reimbursement made to City for ineligible expenditures or undocumented units of services billed as determined by the County in its sole discretion.

- (d) City understands and agrees that all documentation must be submitted to County on a rolling monthly basis during the Term of this Agreement. All receipts and expenditures must have appropriate supporting documentation before such billings will be approved.
- (e) The Dallas County Auditor is responsible for monitoring fiscal compliance activities and shall resolve any dispute between the Parties regarding County's payments to City for services rendered under this Agreement.
- (f) Prior Debts. County shall not be liable for costs incurred or performances rendered by City before or after the Term; for expenses not billed to County within the applicable time frames set forth in this Agreement; or for any payment for services or activities not provided pursuant to the terms of this Agreement.
- (g) Refund provision. The County shall have the right to demand repayment of any funds paid to City for services rendered or funds disbursed that did not comply with the terms of this Agreement or that were determined to be ineligible expenditures by the County or the Federal Government. The City shall promptly refund any monies previously paid or disbursed by County that the County, in its sole discretion, determines were used for services or activities that were not in compliance with this Agreement.

8. REPORTING AND ACCOUNTABILITY:

- (a) Reporting. City agrees to submit all required documentation and reports on a timely basis and in accordance with the specified time frames pursuant to this Agreement. Penalties for delinquent reporting may include withholding of payments until such time all reports are received, cancellation and/or termination of this Agreement with no obligation to pay for undocumented or ineligible services, or both.
- (b) Access to Records. City agrees that County, or any of its duly authorized representatives, or the Federal Government has the right of timely and unrestricted access to any books, documents, papers, reports, or other records of City that are pertinent to the fulfillment of the requirements of this Agreement, in order to make audit, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable

access to City's personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to such documents. All such items shall be furnished to the County in Dallas County, Texas.

- (c) Ownership. City agrees that all information, data, and supporting documentation that relates to the services provided hereunder shall remain the property of City.
- (d) Maintenance of Records. City's records, books, and other documents reasonably related to this Agreement shall be kept and maintained in standard accounting form. Such records, books, and documents shall be made available in Dallas County subject to inspection by County or authorized County personnel upon request.
- (e) Audit. The Dallas County Auditor, its assigns, or any other governmental entity approved by County shall have the unrestricted right to audit all data or documents related to this Agreement. Such data shall be furnished in Dallas County at a mutually convenient time within a reasonable time. Should County determine it reasonably necessary, City shall make all of its records, books, and documents reasonably related to this Agreement available to authorized County personnel, at reasonable times and within reasonable periods, for inspection or auditing purposes or to substantiate the provisions of services under this Agreement.
- (f) Retention of Records. All records, books, and documents reasonably related to this Agreement shall be maintained and kept by City for a minimum of four (4) years and ninety (90) days after termination or expiration of this Agreement. If any litigation, claim, or audit involving these documents or records begins before the specified period expires, City must keep the records and documents for not less than four (4) years and ninety (90) days and until all litigation, claims, or audit findings are resolved, whichever is later. **City is strictly prohibited from destroying or discarding any records, books, or other documents reasonably related to this Agreement, unless the time period for maintaining such under this subsection (f) has lapsed.**

9. CONFIDENTIALITY:

- (a) City shall not disclose privileged or confidential communications or information acquired in the course of the performance under this Agreement, unless authorized by law. City agrees to adhere to all confidentiality requirements, as applicable, for performance under this Agreement.
- (b) Public Information Act. The Parties acknowledge and agree that County and City are subject, as a matter of law, to Texas Government Code, Chapter 552, also known as the "Texas Public Information Act" (hereinafter "Public Information Act"). Notwithstanding any other provision, the Parties agree that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public

Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that the County, County Commissioners Court, County Judge, Elected County Officials, County Department Heads and County Employees (hereinafter "County Requestors") may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished to or in the possession or knowledge of County. It is further acknowledged and agreed that the County Requestors have the right and obligation by law to rely on the advice, decisions and opinions of the Texas Attorney General. City hereby releases the County Requestors from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished by City or in the possession or knowledge of the County that is determined by County or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

- (c) Any Public Information Act request received by the City or County for documents related to this Agreement or any program undertaken pursuant to this Agreement shall be handled by the entity who received the Public Information Act request.
- (d) Notwithstanding the foregoing, the Parties agree, to the extent permitted by the Public Information Act, to keep confidential (and store in a secure area with limited access) and will not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents or data, provided to or disclosed to the other Party, or any information related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, for any purposes other than performing each Party's obligations under this Agreement.

10. INDEMNIFICATION:

THE PARTIES AGREE TO BE RESPONSIBLE EACH FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS AGREEMENT WITHOUT WAIVING ANY SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO THE PARTIES UNDER FEDERAL OR STATE LAW. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES. THE PARTIES AGREE THAT ANY SUCH LIABILITY OR DAMAGES OCCURRING DURING THE PERFORMANCE OF THIS AGREEMENT CAUSED BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THE PARTIES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS, SHALL BE DETERMINED IN ACCORDANCE WITH COMPARATIVE RESPONSIBILITY LAWS OF TEXAS.

11. INSURANCE:

City and County agree that they will, at all times during the Term of this Agreement, maintain in full force and effect insurance or self-insurance to the extent permitted by applicable laws, and that is maintained at appropriate levels of insurance commensurate with each Party's obligations hereunder and in accordance with sound accounting practices. City and County will be responsible for their respective costs of such insurance, any and all deductible amounts in any policy and any denials of coverage made by their respective insurers.

12. EXPENSES

Unless prior written approval by County is obtained or otherwise detailed in this Agreement, City shall be responsible for all mileage and other miscellaneous expenses related to the fulfillment of the requirements of this Agreement. Mileage and other miscellaneous expenses shall be included in the Not to Exceed Amount.

13. TERMINATION:

- (a) Suspension. Should County desire to suspend the services, but not terminate the Agreement, County shall issue a written order to stop work. The written order shall set out the terms of the suspension. The City shall stop all services as set forth in this Agreement and will cease to incur costs to County or disburse funds during the term of the suspension. City shall resume work when notified to do so by County in a written authorization to proceed. If a change in the terms and conditions of payment for services of this Agreement is necessary because of a suspension, a mutually agreed contract amendment will be executed in accordance with this Agreement.

- (b) Termination. The County, at its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere under this Agreement, terminate this Agreement, in whole or part, by giving thirty (30) days prior written notice thereof to the City with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. In the event of cancellation, City shall cease any and all services under this Agreement or disbursement of funds on the date of termination and to the extent specified in the notice of termination. Upon receipt of such notice, City shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations or services to be provided. Upon termination of this Agreement as herein above provided, any and all unspent funds that were paid or provided by County to City under this Agreement and any and all County data, documents and information in City's possession shall be returned to County within five (5) working days of the date of termination. In no event shall County's termination of this Agreement, for any reason, subject County to liability.
 - 1. Without Cause: This Agreement may be terminated, in whole or in part, without cause, by County upon thirty (30) days prior written notice to the City.

2. With Cause: County reserves the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, for the following reasons:
- A. Lack of, or reduction in, funding or resources in accordance with Section 29 (Fiscal Funding Clause);
 - B. Non-performance by City or City's failure or inability to perform or substantially perform, for whatever reason, the services required or funds to be disbursed under this Agreement;
 - C. City's improper, misuse or inept use of CARES Act funds under this Agreement;
 - D. City's failure to comply with the terms and provisions of this Agreement;
 - E. City's submission of invoices, data, statements and/or reports that are incorrect, incomplete, or false in any way;
 - F. City's failure to comply with County's reporting requirements, the program objectives, the terms, conditions, or standards of this Agreement, applicable federal, state, or local laws, rules, regulations and ordinances, or any other requirement set forth in this Agreement;
 - G. City's failure to perform the work and services required by this Agreement within the time specified herein or any extension thereof;
 - H. City's inability to perform under this Agreement due to judicial order, injunction or any other court proceeding.

14. NOTICE:

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed.

TO COUNTY:

Judge Clay Jenkins
Dallas County
411 Elm St. 2nd Floor
Dallas County, Texas 75202
(214) 653-6018 (office)

TO CITY:

City of Glenn Heights, TX
Attn: City Manager
1938 South Hampton Rd.
Glenn Heights, Texas 75154

(214) 653-7449 (fax)

With a copy to:

Russell Roden
Chief, Civil Division
Dallas County District Attorney's Office
411 Elm Street, 5th Floor
Dallas, Texas 75202

With a copy to:

Victoria W. Thomas
Nichols Jackson Dillard Hager & Smith
500 North Akard, Suite 1800
Dallas, Texas 75201

15. SEVERABILITY:

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

16. IMMUNITY:

This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code and the City's governmental immunity, and all applicable federal and state law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the County or City has by operation of law.

17. COMPLIANCE WITH LAWS:

In providing services required by this Agreement, City must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations. City shall be responsible for ensuring its compliance with any laws and regulations applicable to its operations and functions.

18. GOVERNING LAW AND VENUE:

The validity and interpretation of this Agreement, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the laws of the State of Texas and any applicable guidance from the Federal Government or Federal Agency. This Agreement is performable and enforceable in Dallas County, Texas where the principal office of County is located and the state or federal courts of Dallas County shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Agreement.

19. AMENDMENTS AND CHANGES IN THE LAW:

No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal law, federal guidance, or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law or guidance.

20. THIRD PARTIES:

The obligations of each Party to this Agreement shall inure solely to the benefit of the other Party, and no other person or entity shall be a third party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement.

21. ASSIGNMENT:

City may not assign its rights and duties under this Agreement. Any assignment attempted shall be null and void.

22. CONTRA PROFERENTUM:

The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the Party who drafted the Agreement and such Party shall not be responsible for the language used.

23. ENTIRE AGREEMENT:

This Agreement, including its Attachments, Exhibits, and Addendums incorporated as a part hereof, shall constitute the entire agreement relating to the subject matter hereof between the Parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written, and except as otherwise provided herein, this Agreement may not be modified without prior written agreement of the Parties. Each Party acknowledges that the other Party, or anyone acting on behalf of the other Party has made no representations, inducements, promises or agreements, orally or otherwise, unless such representations, inducements, promises or agreements are embodied in this Agreement, expressly or by incorporation.

24. BINDING EFFECT:

This Agreement and the respective rights and obligations of the Parties hereto shall inure to the benefit and be binding upon the successors and assigns of the Parties hereto, as well as the Parties themselves.

25. REMEDIES/WAIVER OF BREACH:

Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting Party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. No waiver of any term, covenant, condition or violation of this Agreement shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained, and forbearance to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Any waiver of any provision of this Agreement or violation thereof must be by a written instrument.

26. FEDERAL FUNDED PROJECT:

If this Agreement is funded by the federal government; therefore, the City agrees to timely comply, without additional cost or expense to County, unless otherwise specified herein, with any statute, rule, regulation, grant, contract provision, subsequent federal guidance or other state or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered or funds provided under the terms of this Agreement.

27. DEFAULT/CUMULATIVE RIGHTS/MITIGATION:

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. City and County both have a duty to mitigate damages.

28. PREVENTION OF FRAUD AND ABUSE:

City shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving City's employees or agents shall be reported immediately to the County by City. Moreover, City warrants that it is not listed on a local, county, state or federal consolidated list of debarred, suspended and ineligible contractors and grantees. City and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. City shall, upon notice by County, refund expenditures of the City that are contrary to this Agreement and deemed inappropriate by the County.

29. FISCAL FUNDING CLAUSE:

Notwithstanding any provisions contained herein, the obligations of the County under this Agreement is expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Agreement and any extensions thereto. City shall have no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to City at the earliest possible time.

30. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

31. INDEPENDENT CONTRACTOR:

City, including its employees, agents or licensees, is an independent contractor and not an agent, servant, joint enterprise or employee of the County, and is responsible for its own acts, omissions, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of services or disbursement of funds covered under this Agreement, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor, agent, employee or supplier of the City and the County by virtue of this Agreement.

32. SUBCONTRACTING:

The costs of all subcontracted services are included in the fees distributed herein. Subcontracts entered into by the City will be in writing and subject to all requirements herein. City agrees that it will solely be responsible to County for the performance of this Agreement. City shall pay all subcontractors in a timely manner. County shall have the right to prohibit City from using any subcontractor.

33. PROMPT PAYMENT ACT:

City agrees that a temporary delay in making payments due to the County's accounting and

disbursement procedures shall not place the County in default of this Agreement and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

34. TAX

Dallas County, as a county of the State of Texas, is exempted from the payment of Texas state and local sales, excise, and use taxes pursuant to Tex. Loc. Gov't Code § 151.309, and shall therefore not be liable or responsible to the City for the payment of such taxes under this Agreement.

The fees paid to City pursuant to this Agreement are inclusive of any applicable sales, use, personal property or other taxes attributable to periods on or after the applicable effective date of this Agreement and based upon or measured by City's cost in acquiring or providing products and/or services and related materials and supplies furnished or used by City in performing his obligations hereunder, including all personal property and use taxes, if any, due on equipment or software owned by City.

City accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by City for work performed under the terms of this Agreement.

35. SIGNATORY WARRANTY:

The undersigned signatories for the Parties hereby represent and warrant that they are officers of their respective organizations for which they have executed this Agreement and that they have full and complete authorities to enter into this Agreement on behalf of their respective organizations and that the executions thereof are the acts of the parties involved and have been delivered and constitute legal, valid and binding obligations of the respective Parties.

36. ACCEPTANCES

By their signatures below, the duly authorized representatives of County and City accept the terms of this Agreement in full.

EXECUTED this _____ day of _____, 2020.

DALLAS COUNTY:

CITY/ TOWN OF GLENN HEIGHTS, TEXAS :

BY: Clay Jenkins
Dallas County Judge

BY: David Hall, City Manager

Recommended:

BY: Darryl Martin
Dallas County Administrator

***Approved as to Form:**

**JOHN CREUZOT
DISTRICT ATTORNEY**

BY: Randall Miller
Assistant District Attorney
Dallas County DA's Office, Civil Division

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

EXHIBIT A

Coronavirus Relief Fund
Guidance for State, Territorial, Local, and Tribal Governments
April 22, 2020

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.¹

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost

¹ See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

A cost is “incurred” when the responsible unit of government has expended funds to cover the cost.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures²

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.³
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

² In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

³ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.



CORONAVIRUS RELIEF FUND (CRF) TERMS AND CONDITIONS

TEXAS DIVISION OF EMERGENCY MANAGEMENT

MAY 11, 2020

About This Document

In this document, grantees will find the terms and conditions applicable to payments distributed in the form of grants to local units of governments from the Coronavirus Relief Fund established within section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

These requirements are in addition to those that can be found within the Grant Management System (GMS), to which grantees agreed to when accepting the grant. Other state and federal requirements and conditions may apply to your grant, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code; the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this grant agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this grant agreement and in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this grant agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this grant agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the grant agreement.

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1 Grant Agreement Requirements and Conditions

1.1 *Applicability of Grant Agreement and Provisions*

The Grant Agreement is subject to the additional terms, conditions, and requirements of other laws, rules, regulations and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the grant close-out, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

1.2 *Legal Authority to Apply*

The grantee certifies that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required.

1.3 *Grant Acceptance*

The Notice of Subrecipient Grant Award remains an offer until the fully executed copy of this Grant Agreement is received by the Texas Division of Emergency Management (TDEM).

1.4 *Project Period*

Funding has been authorized for eligible expenditures incurred between March 1, 2020 and December 30, 2020. The specific performance period for this grant is listed on the Notice of Subrecipient Grant Award. All expenditures must be incurred, and all services must be received within the performance period. TDEM will not be obligated to reimburse expenses incurred after the performance period. A cost is incurred when the responsible unit of government has expended funds to cover the cost.

1.5 *General Responsibility*

Per the CARES Act, CRF grant funds may only be used to cover expenses that –

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19)
2. were not accounted for in the budget most recently approved as of March 27, 2020 for the state or government; and
3. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

The US Department of Treasury (Treasury) provided additional guidance on the permissible use of grant funds, including nonexclusive examples of eligible expenses in the following categories:

1. Medical expenses,
2. Public health expenses,

3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency,
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures,
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, and
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Further explanation of these categories and examples can be found at the following link:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

The subrecipient agrees that a minimum of 75% of its allotment will be spent in the categories of medical expenses, public health expenses and payroll expenses for employees substantially dedicated to mitigating or responding to the public emergency. The remainder of the allotment may be spent in any of the categories provided within the Treasury guidance.

The grantee certifies compliance with these eligible expenses by executing the CARES Act Coronavirus Relief Fund Eligibility Certification Form in Exhibit E, which is attached hereto and incorporated for all purposes.

The grantee is responsible for the integrity of the fiscal and programmatic management of the grant project; accountability for all funds awarded; and compliance with TDEM administrative rules, policies and procedures, and applicable federal and state laws and regulations.

The grantee will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant are met.

1.6 Amendments and Changes to the Grant Agreement

TDEM and the grantee may agree to make adjustments to the grant. Adjustments include, but are not limited to, modifying the scope of the grant project, adding funds to previously un-awarded cost items or categories changing funds in any awarded cost items or category, deobligating awarded funds or changing grant officials.

The grantee has no right or entitlement to reimbursement with grant funds. TDEM and grantee agree that any act, action or representation by either Party, their agents or employees that purports to waive or alter the terms of the Grant Agreement or increase the maximum liability of TDEM is void unless a written amendment to this Grant Agreement is first executed and documented in GMS. The grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of TDEM in excess of the "Maximum Liability of the TDEM" as set forth in the Notice of Subrecipient Grant Award.

Any alterations, additions, or deletions to the terms of this Grant Agreement must be documented in GMS to be binding upon the Parties. Notwithstanding this requirement, it is understood and agreed by Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

1.7 Jurisdictional Cooperation

A municipality may yield any portion of its allocated funds to the county within which it exists or a county may yield any portion of its allocated funds to a municipality within its footprint for eligible expenses. This may be accomplished in one of the following ways:

1. By a grant amendment, as described in section 1.6, where by funds are deobligated from the original subrecipient and then added to previously un-awarded costs items or categories of the receiving jurisdiction's grant award.
2. A subrecipient may use funds pursuant to this agreement to subcontract with another political subdivision within its jurisdiction for eligible and necessary expenditures incurred due to the public health emergency. The subrecipient is responsible for ensuring subcontractor eligibility and maintaining all required documentation.

1.8 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the grantee acknowledges that the State of Texas, TDEM, and this Grant Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA"). The grantee acknowledges that TDEM will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

The grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to TDEM, is subject to the PIA, whether created or produced by the grantee or any third party, and the grantee agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to TDEM or State of Texas. The grantee will cooperate with TDEM in the production of documents or information responsive to a request for information.

1.9 Remedies for Non-Compliance

If TDEM determines that the grantee materially fails to comply with any term of this grant agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or any other applicable requirement, TDEM, in its sole discretion may take actions including:

1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by TDEM;
2. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
3. Disallowing claims for reimbursement;
4. Wholly or partially suspending or terminating this grant;
5. Requiring return or offset of previous reimbursements;
6. Prohibiting the grantee from applying for or receiving additional funds for other grant programs administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved;
7. Reducing the grant award maximum liability of TDEM;
8. Terminating this Grant Agreement;
9. Imposing a corrective action plan;

10. Withholding further awards; or
11. Taking other remedies or appropriate actions.

The grantee costs resulting from obligations incurred during a suspension or after termination of this grant are not allowable unless TDEM expressly authorizes them in the notice of suspension or termination or subsequently.

TDEM, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

1.10 False Statements by Grantee

By acceptance of this grant agreement, the grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this grant agreement. If applicable, the grantee will comply with the requirements of 31 USC § 3729, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the grantee signs or executes the grant agreement with a false statement or it is subsequently determined that the grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this grant agreement, then TDEM may consider this act a possible default under this grant agreement and may terminate or void this grant agreement for cause and pursue other remedies available to TDEM under this grant agreement and applicable law. False statements or claims made in connection with TDEM grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

1.11 Conflict of Interest Safeguards

The grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The grantee will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this Grant Agreement. The grantee certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by a member of The A&M System, has direct or indirect financial interest in the award of this Grant Agreement, or in the services to which this Grant Agreement relates, or in any of the profits, real or potential, thereof.

1.12 Fraud, Waste, and Abuse

The grantee understands that TDEM does not tolerate any type of fraud, waste, or misuse of funds received from TDEM. TDEM's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, TDEM policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. The grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

In the event grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from TDEM that is made against the grantee, the grantee is required to immediately notify TDEM of said allegation or finding and to continue to inform TDEM of the status of any such on-going investigations. The grantee must also promptly refer to TDEM any credible evidence that a principal,

employee, agent, grantee, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Grantees must also immediately notify TDEM in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify TDEM in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits, or indictments to TDEM.

1.13 Termination of the Agreement

TDEM may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against TDEM, upon written notice to grantee. In the event grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, TDEM may, upon written notice to grantee, terminate this agreement for cause, without further notice or opportunity to cure. Such notification of Termination for Cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

TDEM and grantee may mutually agree to terminate this Grant Agreement. TDEM in its sole discretion will determine if, as part of the agreed termination, grantee is required to return any or all of the disbursed grant funds.

Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Agreement, including those remedies listed at 2 C.F.R. 200.207 and 2 C.F.R. 200.338 – 200.342. Following termination by TDEM, grantee shall continue to be obligated to TDEM for the return of grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, TDEM's obligation to reimburse grantee is limited to allowable costs incurred and paid by the grantee prior to the effective date of termination, and any allowable costs determined by TDEM in its sole discretion to be reasonable and necessary to cost-effectively wind up the grant. Termination of this Grant Agreement for any reason or expiration of this Grant Agreement shall not release the Parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

1.14 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND AGENCY, AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF RESPONDENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY RESPONDENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. RESPONDENT AND AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by TDEM as an agency of the State of Texas, its officers, regents, employees, agents, or contractors or the State of Texas of any privileges, rights, defenses, remedies, or immunities from suit and liability that TDEM or the State of Texas may have by operation of law.

1.15 Dispute Resolution

The Parties' representatives will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by TDEM, the grantee shall continue performance and shall not be excused from performance during the period any breach of Grant Agreement claim or dispute is pending.

The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TDEM and grantee to attempt to resolve any claim for breach of contract made by the grantee that cannot be resolved in the ordinary course of business. Grantee shall submit written notice of a claim of breach of contract under this Chapter to the Chief of TDEM, who shall examine the grantee's claim and any counterclaim and negotiate with grantee in an effort to resolve the claim.

The laws of the State of Texas govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any grantee-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Travis County District Court or the United States District Court, Southern District of Texas - Houston Division. Venue for any TDEM-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement may be commenced in a Texas state district court or a United States District Court selected by TDEM in its sole discretion.

The grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts referenced above for the purpose of prosecuting and/or defending such litigation. The grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

1.16 Liability for Taxes

The grantee agrees and acknowledges that grantee is an independent contractor and shall be entirely responsible for the liability and payment of grantee's and grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. TDEM and/or the State of Texas shall not be liable to the grantee, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee or employee of TDEM.

1.17 Required State Assurances

The grantee must comply with the applicable State Assurances included within the State Uniform Grant Management Standards (UGMS), Section III, Subpart B, __.14, which are attached hereto and incorporated for all purposes as Exhibit A.

1.18 System for Award Management (SAM) Requirements

- A. The grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency). These requirements include maintaining current registrations and the currency of the information in SAM. The grantee will review and update information at least annually until submission of the final financial report required under the award or

receipt of final payment, whichever is later, as required by 2 CFR Part 25.

- B. The grantee will comply with Executive Orders 12549 and 12689 that requires “a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.
- C. The grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the grantee is in compliance with the State of Texas statutes and rules relating to procurement and that the grantee is not listed in the federal government’s terrorism watch list as described in Executive Order 13224.

1.19 No Obligation by Federal Government

The Parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either Party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

1.20 Notice

Notice may be given to the grantee via GMS, email, hand-delivery, or United States Mail. Notices to the grantee will be sent to the name and address supplied by grantee in GMS.

1.21 Force Majeure

Neither the grantee nor TDEM shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, pandemic, flood, natural disaster, or interruption of utilities from external causes. Each Party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

1.22 Debt to State

The grantee certifies, to the extent grantee owes any debt (child support or other obligation) or delinquent taxes to the State of Texas, any payments grantee is owed under this Grant Agreement may be applied by the Comptroller of Public Accounts toward any such debt or delinquent taxes until such debt or delinquent taxes are paid in full.

1.23 Franchise Tax Certification

If grantee is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then grantee certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that grantee is exempt from the payment of franchise (margin) taxes.

1.24 Severability

If any provisions of this Grant Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

1.25 E-Verify

By entering into this Grant Agreement, grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Grant Agreement, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of (a) all persons employed during the contract term to perform duties within Texas; and (b) all persons (including subcontractors) assigned by the grantee pursuant to the Grant Agreement.

1.26 Compliance with Federal Law, Regulations, and Executive Orders

Grantee acknowledges that federal financial assistance funds will be used to fund the Grant Agreement. Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

1.27 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$150,000.

- a. Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. Grantee agrees to report each violation to TDEM and understands and agrees that TDEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

1.28 Federal Water Pollution Control Act

- a. Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. Grantee agrees to report each violation to TDEM and understands and agrees that TDEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

1.29 Suspension and Debarment

- a. This Grant Agreement is a covered transaction for purposes of 2 C.F.R. pt 180 and 2 C.F.R. pt. 3000. Grantee certifies that grantee, grantee's principals (defined at 2C.F.R. Sec. 180.995), or its

affiliates (defined at 2 C.F.R. Sec. 180.905) are excluded (defined at 2 C.F.R. Sec. 180.940) or disqualified (defined at 2 C.F.R. Sec. 180.935).

- b. Grantee must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by TDEM. If it is later determined that grantee did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, in addition to remedies available to TDEM, the Federal Government may pursue available remedies, including but limited to suspension and/or debarment.

1.30 Energy Conservation

If applicable, grantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

1.31 Procurement of Recovered Materials

- a. In the performance of this Grant Agreement, grantee shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

1.32 Terminated Contracts

The grantee has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the grantee does have such a terminated contract, the grantee shall identify the contract and provide an explanation for the termination. The grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2 Property and Procurement Requirements

2.1 Property Management and Inventory

The grantee must ensure equipment purchased with grant funds is used for the purpose of the grant and as approved by TDEM. The grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.

The grantee must account for any real and personal property acquired with grant funds or received from

the Federal Government in accordance with 2 CFR 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the grantee, according to the requirements listed herein, and provided to TDEM upon request, if applicable.

When original or replacement equipment acquired under this award by the grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or TDEM, the grantee must make proper disposition of the equipment pursuant to 2 CFR 200.

The grantee will maintain specified equipment management and inventory procedures for equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of \$5,000 or greater. The equipment and inventory procedures include:

- A. The grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and the final Financial Status Report and shall be available to TDEM at all times upon request.
- B. The grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- C. The grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment. Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

2.2 Consulting Contracts

Pre-approval of costs related to consulting contracts is required and the value of consulting contracts entered into by the grantee may not exceed 5% of the total funds received by the local unit of government.

2.3 Procurement Practices and Policies

The grantee must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their established policy, and best practices for procuring goods or services with grant funds. Procurement activities must follow the most restrictive of federal, state and local procurement regulations. Contracts must be routinely monitored for delivery of services or goods.

2.4 Contract Provisions Under Federal Awards

All contracts made by a grantee under a federal award must contain the provisions outlined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

3 Audit and Records Requirements

3.1 Cooperation with Monitoring, Audits, and Records Requirements

All records and expenditures are subject to, and grantee agrees to comply with, monitoring and/or audits conducted by the United States Department of Treasury's Inspector General (DOTIG), TDEM, and the State

Auditor's Office (SAO) or designee. The grantee shall maintain under GAAP or GASB, adequate records that enable DOTIG, TDEM, and SAO to ensure proper accounting for all costs and performances related to this Grant Agreement.

3.2 Single Audit Requirements

Any grantee expending \$750,000 or more in federal funds in a fiscal year may be subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

The grantees expending more than \$750,000 in state funds in a fiscal year are subject to the requirements in the Texas Single Audit Circular, at <https://comptroller.texas.gov/purchasing/docs/ugms.pdf>. The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.

3.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the grantee's obligations hereunder, the grantee agrees to propose and submit to TDEM a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the grantee's receipt of the findings. The grantee's corrective action plan is subject to the approval of TDEM.

The grantee understands and agrees that the grantee must make every effort to address and resolve all outstanding issues, findings, or actions identified by DOTIG, TDEM, or SAO through the corrective action plan or any other corrective plan. Failure to promptly and adequately address these findings may result in grant funds being withheld, other related requirements being imposed, or other sanctions and penalties. The grantee agrees to complete any corrective action approved by TDEM within the time period specified by TDEM and to the satisfaction of TDEM, at the sole cost of the grantee. The grantee shall provide to TDEM periodic status reports regarding the grantee's resolution of any audit, corrective action plan, or other compliance activity for which the grantee is responsible.

3.4 Records Retention

- A. The grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from TDEM under this Grant Agreement. Audit trails maintained by the grantee will, at a minimum, identify the supporting documentation prepared by the grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement.
- B. The grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this Grant Agreement pursuant to 2 CFR 200.333 and state law.
 1. The grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit.
 2. Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.
 3. TDEM may direct a grantee to retain documents for longer periods of time or to transfer certain records to TDEM or federal custody when it is determined that the records possess long term

retention value.

4 Prohibited and Regulated Activities and Expenditures

4.1 Prohibited Costs

- A. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. In accordance with Section 3.1 all record and expenditures are subject to review.
- B. Damages covered by insurance.
- C. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- D. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.
- E. Reimbursement to donors for donated items or services.
- F. Workforce bonuses other than hazard pay or overtime.
- G. Severance pay.
- H. Legal settlements.

4.2 Political Activities

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- A. Unless specifically authorized to do so by federal law, grant recipients or their grantees or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
- B. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- C. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- D. Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of

a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

- E. As applicable, the grantee and each contracting tier will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal. Grantee shall file the required certification attached hereto and incorporated for all purposes as Exhibit F. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

5 Financial Requirements

5.1 Direct Deposit

A completed direct deposit form from the grantee must be provided to TDEM prior to receiving any payments. The direct deposit form is currently available at <https://grants.tdem.texas.gov/>.

5.2 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 5.7 below.

Payment of funds on projects may be initiated by the grantee through a Request for Reimbursement (RFR) in GMS.

Grantee may initiate an Advance of Funds Request (AFR) through GMS for an initial cash advance to cover actual costs incurred or up to 20% of their total allocation, whichever is larger.

Additional advances or reimbursement requests may be requested following full reporting to TDEM of expenses incurred and applied against the initial and/or any subsequent advance payments.

If sufficient progress is not made towards expenditure of advanced funds and/or the grantee fails to meet financial reporting obligations, TDEM may implement sanctions as necessary up to and including grant termination.

All documentation for expenditures paid during the project period must be submitted to TDEM on or before the grant liquidation date.

5.3 Financial Reporting

Financial reports must be submitted to TDEM on a quarterly basis via GMS but can be submitted more often as necessary to draw down funds.

The final financial report must be submitted to TDEM on or before the grant liquidation date or the grant funds may lapse and TDEM will provide them as grants to other eligible jurisdictions.

5.4 Reimbursements

TDEM will be obligated to reimburse the grantee for the expenditure of actual and allowable allocable costs incurred and paid by the grantee pursuant to this Grant Agreement. TDEM is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the grantee prior to the commencement or after the termination of this Grant Agreement.

5.5 Refunds and Deductions

If TDEM determines that the grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the grantee shall return to TDEM the amount identified by TDEM as an overpayment. The grantee shall refund any overpayment to TDEM within thirty (30) calendar days of the receipt of the notice of the overpayment from TDEM unless an alternate payment plan is specified by TDEM. Refunds may be remitted to: Texas Division of Emergency Management, P.O. Box 15467, Austin, Texas 78761.

5.6 Recapture of Funds

The discretionary right of TDEM to terminate for convenience under Section 1.13 notwithstanding, TDEM shall have the right to terminate the Grant Agreement and to recapture, and be reimbursed for any payments made by TDEM: (i) that are not allowed under applicable laws, rules, and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

5.7 Liquidation Period

Grant funds will liquidate 90 calendar days following the project period end date or on December 30, 2020, whichever is earlier. Funds not obligated by the end of the grant period and not expended by the liquidation date will revert to TDEM.

5.8 Project Close Out

TDEM will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the grantee.

The grantee must submit all financial, performance, and other reports as required by the terms and conditions of the grant award.

The grantee must promptly refund any balances of unobligated cash that TDEM paid in advance or paid and that are not authorized to be retained by the grantee for use in other projects.

[EXHIBITS AND SIGNATURE PAGE FOLLOWS]

EXHIBIT A - State of Texas Assurances

As the duly authorized representative of Grantee, I certify that Grantee:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the grantee's governing body or of the grantee's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the grantee relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the grantee is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the grantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and grantees shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section _36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantee shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.
26. Shall comply with the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991.

EXHIBIT B – CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, _____, am the County Judge, Mayor or City Manager of _____
("County"/"Municipality"), and I certify that:

1. I have the authority on behalf of County/Municipality to request grant payments from the State of Texas ("State") for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the State will rely on this certification as a material representation in making grant payments to the County/Municipality.
3. I acknowledge that County should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Texas Division of Emergency Management, and the Texas State Auditor's Office, or designee.
5. I acknowledge that County has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that County/Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if County has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.
8. I acknowledge that the County/Municipality's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for County/Municipality; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT C - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned grantee, _____, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The grantee, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, grantee understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: _____

Signature: _____

Title: _____

Date: _____

Please initial by each Exhibit, acknowledging you have received them, understand them, and agree to abide by them.

_____ State of Texas Assurances, hereinafter referred to as "Exhibit A"

_____ CARES Act Coronavirus Relief Fund Eligibility Certification, hereinafter referred to as "Exhibit B"

_____ Certification Regarding Lobbying, hereinafter referred to as "Exhibit C"

Please sign below to acknowledged acceptance of the grant and all exhibits in this Grant Agreement, and to abide by all terms and conditions.

By: _____

Signature: _____

Title: _____

Date: _____



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: August 4, 2020

SUBJECT

Take action approving Resolution R-19-20, a Resolution of the City Council of the City of Glenn Heights, Texas authorizing application for and acceptance from Dallas County of funding applied for the 2020-2021 Fiscal Year Dallas County Community Development Block Grant (CDBG)-Related CARES ACT Project - Mesa Area Water and Road Improvements

BACKGROUND/DISCUSSION

The City received notice from Dallas County Planning and Development staff announcing supplemental funding received from the Federal Department of Treasury as part of the CARES Act. Cities participating in the CDBG/HOME program with Dallas County were invited to submit project applications as part of a competitive award process for distribution of the supplemental CDBG funding made available through the CARES Act.

The City has received notice from Dallas County that the Mesa Area Water and Road Improvements project, as submitted, was selected for a grant award of \$236,000. This funding will supplement the project costs already allocated by the City in the FY 2019-20 capital projects budget.

To receive the CDBG funds, the City and Dallas County must enter into a cooperative agreement. The agreement remains in effect until the CDBG funds are expended and the funded activities are completed.

FISCAL IMPACT

The city will receive a grant award in the amount of \$236,000

PUBLIC CONTACT

N/A

ALTERNATIVES / RECOMMENDATION

Staff recommends City Council, by Resolution, authorize the execution of an Agreement of Cooperation with Dallas County for CARES ACT-CDBG funding award for the Mesa Area Water and Road Improvements project.

PREPARED BY

Marlon Goff, Economic Development Administrator

ATTACHMENTS

- a. Resolution R-19-20

CITY OF GLENN HEIGHTS, TEXAS

RESOLUTION NO. R-19-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, AUTHORIZING APPLICATION FOR AND ACCEPTANCE FROM DALLAS COUNTY OF FUNDING APPLIED FOR THE 2020-2021 FISCAL YEAR DALLAS COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)-RELATED CARES ACT PROJECT MESA AREA WATER AND ROAD IMPROVEMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Glenn Heights is qualified to receive Community Development Block Grants (“CDBG”)-related CARES Act; and

WHEREAS, the City has been notified by Dallas County that the City’s allocation award for FY 2020-2021 is \$236,000; and

WHEREAS, a public hearing will be held on August 4, 2020 by Dallas County to consider funding proposals for the City’s allocation award for the 2020-2021 fiscal year under the Dallas County CDBG-Related CARES Act Program; and

WHEREAS, City Administration, having determined that the following projects meet the County’s CDBG criteria, recommends that the FY 2020-21 CDBG-related CARES Act funds be used for the following projects:

- (1) Mesa Area Water and Road Improvements; and

WHEREAS, the City Council of the City of Glenn Heights finds it to be in the public interest to concur in said recommendation;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF GLENN HEIGHTS, TEXAS, THAT:

SECTION 1. The Mayor and City Manager are hereby authorized to sign and submit to Dallas County, on behalf of the City, the FY 2020-2021 Project/Activity Application for the Community Development Block Grant Program (“the Application”) requesting the City’s allocation of award for FY 2020-2021 and to sign such other forms that are required with respect to the application for and acceptance of said grant.

SECTION 2. The funds allocated to the City’s share of FY 2020-2021 CDBG-related CARES Act funds shall be used for the Project as set forth in the Application.

SECTION 3. This Resolution shall become effective immediately upon its approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, THIS THE 4th DAY OF AUGUST 2020.

ATTEST:

APPROVED:

Brandi Brown, City Secretary

Harry A. Garrett, Mayor

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(VWT:07-10-20:TM 116699)

GENERAL FUND
FOR THE MONTH ENDED JUNE 30, 2020

Summary
Revenues & Expenditures - Budget & Actual

SUMMARY OF GENERAL FUND REVENUES (41.7 % of FY)

	<u>Original Budget</u>	<u>AMENDED</u>	<u>YTD Actual</u>	<u>Budget %</u>
TOTAL REVENUES:	\$ 9,180,690	\$ -	\$ 9,233,010	100.6%

	<u>Original Budget</u>	<u>AMENDED</u>	<u>YTD Actual</u>	<u>Budget %</u>
Property Tax :	\$ 5,119,863	\$ -	\$ 5,045,850	98.6%
Property taxes are due in January and become delinquent after January 31st.				

	<u>Original Budget</u>	<u>AMENDED</u>	<u>YTD Actual</u>	<u>Budget %</u>
Sales Tax:	\$ 611,000	\$ -	\$ 579,732	94.9%

	<u>Original Budget</u>	<u>AMENDED</u>	<u>YTD Actual</u>	<u>Budget %</u>
Franchise Fees:	\$ 654,340	\$ -	\$ 483,705	73.9%

Franchise fees are paid to the City annually, quarterly, and monthly depending on the type of franchise. Individual sources are listed below

Type	Pay Cycle	<u>Original Budget</u>	<u>AMENDED</u>	<u>YTD Actual</u>	<u>Budget %</u>
Electric	Oncor pays annually; Hilco pays quarterly	256,407		164,759	64.3%
Telephone	AT&T pays annually; all others quarterly	18,000		8,581	47.7%
Gas	Atmos pays annually in March	63,667		-	0.0%
Cable	All pay quarterly	67,698		51,739	76.4%
Garbage	Pays quarterly on commercial roll offs	-		-	0.0%
Video	Paid quarterly	9,979		4,961	49.7%
Water/WW	Paid monthly	238,589		62,500	26.2%
TOTAL:		\$ 654,340	\$ -	\$ 292,540	44.7%

	<u>Original Budget</u>	<u>AMENDED</u>	<u>YTD Actual</u>	<u>Budget %</u>
Permits & Fees:	\$ 988,100	\$ -	\$ 1,830,635	185.3%
Permits include Building Permits, garage sale permits, trade, and other miscellaneous permits				

New Housing Development Growth expected to increase this FY 19 as compared with FY 18.

Type	<u>Original Budget</u>	<u>AMENDED</u>	<u>YTD Actual</u>	<u>Budget %</u>
Building Permit Fees	350,000		528,830	151.1%
Miscellaneous Permits	45,000		39,418	87.6%
Backflow and Irrigation Permits	10,500		28,502	271.4%
Infrastructure Inspection Fee	225,000		9,955	4.4%
Zoning Fee	4,500		15,005	333.4%
Plan Review	227,500		324,613	142.7%
Inspection Fee - Alcohol	-		-	0.0%
Filing Fee	-		-	0.0%
Plats	2,000		3,225	161.3%
Trade Permits	65,800		85,513	130.0%
License Registration	15,000		11,000	73.3%
Rental Registration	32,900		8,180	24.9%
Food Service	8,400		8,400	100.0%
Garage Sale Permits	1,500		230	15.3%

TOTAL: \$ 988,100 \$ - 1,062,871 107.6%

	<u>Original Budget</u>	<u>AMENDED</u>	<u>YTD Actual</u>	<u>Budget %</u>
Charges for Services:	\$ 1,136,801	\$ -	\$ 909,284	80.0%

Charges for services consists of tower rental, ambulance fees, sanitation fees, resource officer fees, and other miscellaneous charges. Individual resource officer fees, and other miscellaneous charges. Individual revenue sources are listed below:

	<u>Pay Cycle(s)</u>	<u>Original Budget</u>	<u>AMENDED</u>	<u>YTD Actual</u>	<u>Budget %</u>
Tower Rental	Monthly	39,780		16,575	41.7%
Ambulance	Monthly	215,000		95,158	44.3%
Resource Officer	Annually	37,240		22,646	60.8%
Sanitation	Monthly	838,381		379,111	45.2%
Animal Pound	Monthly	4,600		260	5.7%
Wrecker	By Contract	800		800	100.0%
Finger Prints		-		-	0.0%
Fire Inspections		500		-	0.0%
Police Reports		500		580	116.0%
TOTAL:		1,136,801	-	515,130	45.3%

<u>Court Fines:</u>	<u>Original Budget</u>	<u>AMENDED</u>	<u>YTD Actual</u>	<u>Budget %</u>
	\$ 321,500	\$ -	\$ 135,337	42.1%
AL FUND EXPENDITURES				
TOTAL EXPENDITURES:	Budget	AMENDED	Actual	Budget %
	\$ 8,524,318	\$ -	\$ 5,357,830	62.9%
Administration:	Budget	AMENDED	Actual	Budget %
	\$ 121,510	\$ -	\$ 86,409	71.1%

<u>Economic Development:</u>	<u>Budget</u>	<u>AMENDED</u>	<u>Actual</u>	<u>Budget %</u>
	\$ 135,259	\$ -	\$ 62,019	45.9%

GENERAL FUND
REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
FY 2019-20 WITH PRIOR YEAR COMPARISON
FOR THE MONTH ENDED JUNE 30, 2020

75.0%

	CURRENT FISCAL YEAR						
	BUDGET		ACTUAL			PROJECTED	
	FY 2019-20		M-T-D	Y-T-D	Y-T-D	FY 2019-20	
	Adopted Budget	Amended Budget	Jun-20	Jun-20	% Budget	Jun-20	% Budget
Revenues:							
Property Tax	\$ 5,119,863		\$ 10,922	\$ 5,045,850	98.6%	\$ 3,839,897	75.0%
Sales Tax	611,000		70,923	579,732	94.9%	\$ 458,250	75.0%
Franchise Fees	654,340		45,103	483,705	73.9%	\$ 490,755	75.0%
Permits & Fees	988,100		205,201	1,830,635	185.3%	\$ 741,075	75.0%
Charges for Service	1,136,801		99,797	909,284	80.0%	\$ 852,601	75.0%
Recreation	1,500		-	410	27.3%	\$ 1,125	75.0%
Grants & Contributions	54,598		-	37,366	68.4%	\$ 40,949	75.0%
Court Fines	321,500		17,173	135,337	42.1%	\$ 241,125	75.0%
Interest	33,008		71	105,210	318.7%	\$ 24,756	75.0%
Miscellaneous	163,931		2,424	33,443	20.4%	\$ 122,948	75.0%
Transfer from other Funds	-		-	-	0.0%	\$ -	0.0%
Transfer from Fund Reserves	-		-	-	0.0%	\$ -	0.0%
G&A Reimbursement from Utility MGMT	64,043		5,337	48,033	75.0%	\$ 48,032	75.0%
Charge for Service (City Wide)	32,006		2,667	24,005	75.0%	\$ 24,005	75.0%
Transfer from Tornado Fund	-		-	-	0.0%	\$ -	0.0%
Total Revenues	\$ 9,180,690	\$ -	\$ 459,618	\$ 9,233,010	100.6%	\$ 6,885,518	75.0%

PRIOR FISCAL YEAR				
BUDGET		FY ACTUAL		
FY 2018-2019		FY 2018-2019		
Original Budget	Amended Budget	M-T-D June-19	Y-T-D June -19	Y-T-D % Budget
\$ 4,335,004	\$ 4,340,317	\$ 11,841	\$ 4,332,706	99.9%
540,000	650,000	52,828	516,338	95.6%
639,786	684,450	53,081	563,591	88.1%
956,578	1,024,375	144,503	949,260	99.2%
1,112,215	1,138,672	93,978	874,667	78.6%
2,000	1,500	-	560	28.0%
44,350	46,630	(1,014)	40,336	90.9%
221,500	165,199	14,778	91,896	41.5%
33,008	33,008	5,149	43,744	132.5%
263,815	263,815	934	235,312	89.2%
-	-	-	-	0.0%
-	-	-	-	0.0%
332,226	221,480	-	221,480	66.7%
146,431	97,617	-	\$ 97,616	66.7%
-	-	-	-	0.0%
\$ 8,626,913	\$ 8,667,063	\$ 376,078	\$ 7,967,506	92.4%

WATER AND SEWER FUND
FOR THE MONTH ENDED JUNE 30, 2020

Summary
Revenues & Expenditures - Budget & Actual

SUMMARY OF WATER & SEWER FUND REVENUES

	<u>Budget</u>	<u>AMENDED</u>	<u>Actual</u>	<u>Budget %</u>
<u>TOTAL REVENUES:</u>	\$ 5,757,853	\$ -	\$ 4,490,027	78.0%
Water and Sewer sales				

	<u>Budget</u>	<u>AMENDED</u>	<u>Actual</u>	<u>Budget %</u>
Water Sales	\$ 2,471,000	\$ -	\$ 1,953,901	79.1%

	<u>Budget</u>	<u>AMENDED</u>	<u>Actual</u>	<u>Budget %</u>
Miscellaneous Income	\$ 3,978	\$ -	\$ 1,855	46.6%

SUMMARY OF WATER & SEWER FUND EXPENDITURES

	<u>Budget</u>	<u>AMENDED</u>	<u>Actual</u>	<u>Budget %</u>
<u>TOTAL EXPENDITURES:</u>	\$ 6,150,040	\$ -	\$ 4,250,389	69.1%

	<u>Budget</u>	<u>AMENDED</u>	<u>Actual</u>	<u>Budget %</u>
Meter Services:	\$ 217,535	\$ -	\$ 123,231	56.6%

SUMMARY OF YEAR-END PROJECTIONS

DRAINAGE FUND
FOR THE MONTH ENDED JUNE 30, 2020

Summary
Revenues & Expenditures - Budget & Actual

SUMMARY OF MUNICIPAL DRAINAGE FUND

	Budget	AMENDED	Actual	Budget %
<u>TOTAL REVENUES:</u>	\$ 313,812	\$ -	\$ 249,842	79.6%

	Budget	AMENDED	Actual	Budget %
<u>TOTAL EXPENDITURES:</u>	\$ 315,928	\$ -	\$ 227,175	71.9%

SUMMARY OF YEAR-END PROJECTIONS

DRAINAGE FUND
REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
FY 2019-20 WITH PRIOR YEAR COMPARISON
FOR THE MONTH ENDED JUNE 30, 2020

75.0%

	CURRENT FISCAL YEAR					FY PROJECTED	
	BUDGET		ACTUAL			FY 2019-20	
	FY 2019-20		M-T-D	Y-T-D	Y-T-D	Jun-20	% Budget
	Original Budget	Amended Budget	Jun-20	Jun-20	% Budget	Jun-20	% Budget
Revenues:							
Drainage Fees - Residential	\$ 283,030		\$ 26,003	\$ 226,438	80.0%	\$ 212,273	75.0%
Drainage Fees - Commercial	30,782		2,615	23,385	76.0%	\$ 23,087	75.0%
Interest	-		-	19	0.0%	-	0.0%
Total Revenues	\$ 313,812	\$ -	\$ 28,618	\$ 249,842	79.6%	\$ 235,359	75.0%
Expenditures:							
Storm Water Operations	315,928		\$ 17,833	\$ 227,175	71.9%	\$ 236,946	75.0%
Operating Transfer to General Fund	-	\$ -	\$ -	\$ -	0.0%	\$ -	0.0%
Total Expenditures	\$ 315,928	\$ -	\$ 17,833	\$ 227,175	71.9%	\$ 236,946	75.0%
Total Revenues Over (Under) Exp	\$ (2,116)	\$ -	\$ 10,785	\$ 22,667		\$ (1,587)	
Other Financing Sources (Uses):							
Capital grant contributions	-	-	-	-		-	
Capital grant expenditures	-	-	-	-		-	
Non-cash transactions:							
Capital lease proceeds	-	-	-	-		-	
Capital lease expenditures	-	-	-	-		-	
Transfers In (Out) to Capital Proj Funds:							
Operating Transfer to General Fund	(15,775)		(1,314)	(11,830)	75.0%	-	
Capital Projects Fund - City Commit	-	-	-	-		-	
Net Change in Fund Balance	\$ (17,891)	\$ -	\$ 10,837				
Total Unrestricted Fund Balance - BOY	267,240			267,240			
Total Fund Balance - EOY	\$ 249,349	\$ -	\$ 278,077			\$ -	
Less: Commitments for Specific Use	-	-	-	-		-	
Ending Fund Balance - Unrestricted	\$ 249,349	\$ -	\$ 278,077			\$ -	
AVERAGE DAILY EXPENDITURES	\$ 866	\$ -	\$ 832				
Number of Days In Reserve	288		334			259	311

PRIOR FISCAL YEAR				
BUDGET		FY ACTUAL		
FY 2018-19		FY 2018-19		
Original Budget	Amended Budget	M-T-D June 19	Y-T-D June 19	Y-T-D % Budget
\$ 273,276	\$ 277,480	\$ 24,021	\$ 211,480	76.2%
29,000	30,178	2,600	23,280	77.1%
-	-	4	38	0.0%
\$ 302,276	\$ 307,658	\$ 26,625	\$ 234,798	78%
439,141	\$ 313,620	\$ 30,565	\$ 165,562	52.8%
-	\$ -	-	-	0.0%
\$ 439,141	\$ 313,620	\$ 30,565	\$ 165,562	38%
\$ (136,865)	\$ (5,962)	\$ (3,940)	\$ 69,236	
-	-	-	-	
-	-	-	-	
-	-	-	-	
-	-	-	-	
(15,775)	(15,775)	(1,314)	(11,831)	75.0%
-	-	-	-	
\$ (152,640)	\$ (21,737)		\$ 57,405	
\$ 464,768	\$ 288,977		\$ 288,977	
\$ 312,128	\$ 267,240		\$ 346,382	
-	-		-	
\$ 312,128	\$ 267,240		\$ 346,382	
\$ 1,203	\$ 859			
259	311			

4/30/2020 5/31/2020 6/30/2020
10/1/2019 10/1/2019 10/1/2019
212 243 273

OTHER FUNDS
FOR THE MONTH ENDED JUNE 30, 2020

Summary
Revenues & Expenditures - Budget & Actual

SUMMARY OF OTHER FUNDS

DEBT SERVICE FUND

	Budget	AMENDED	Actual	Budget %
TOTAL REVENUES:	\$ 1,475,318	\$ -	\$ 1,494,458	101.3%

	Budget	AMENDED	Actual	Budget %
TOTAL EXPENDITURES:	\$ 1,451,474	\$ -	\$ 1,188,920	81.9%

E911 FUND

	Budget	AMENDED	Actual	Budget %
TOTAL REVENUES:	\$ 72,015	\$ -	\$ 72,298	100.4%

	Budget	AMENDED	Actual	Budget %
TOTAL EXPENDITURES:	\$ 33,000	\$ -	\$ 24,750	0.00%

VEHICLE REPLACEMENT FUND

	BUDGET	AMENDED	Actual	Budget %
TOTAL REVENUES:	\$ 250,000	\$ -	\$ 289,994	116.0%

	BUDGET	AMENDED	Actual	Budget %
TOTAL EXPENDITURES:	\$ 110,000	\$ -	\$ (71,361)	-64.9%

WATER SEWER IMPACT FUND

	BUDGET	AMENDED	Actual	Budget %
TOTAL REVENUES:	\$ 895,011	\$ -	\$ 712,834	79.6%

	BUDGET	AMENDED	Actual	Budget %
TOTAL EXPENDITURES:	\$ 1,645,000	\$ -	\$ 114,564	7.0%

OTHER FUNDS: FINANCIAL SUMMARY
REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
FOR THE MONTH ENDED JUNE 30, 2020

FUND	FUND NAME	BUDGET					Y-T-D ACTUAL							
		Revenues	Expenditures	Change in Fund Balances	Fund Balance Beginning of Year	Fund Balance End of Year	Revenues	% Budget	Expenditures	% Budget	Change in Fund Balances	% Budget	Fund Balance Beginning of Year	Y-T-D Fund Balance Projection
DEBT SERVICE FUND														
300	Debt Service Fund	\$ 1,475,318	\$ 1,451,474	\$ 23,844	\$ 345,673	\$ 369,517	\$ 1,494,458	101%	\$ 1,188,920	82%	\$ 305,538	1281.4%	\$ 345,673	\$ 651,211

SPECIAL REVENUE FUNDS														
200	Court Technology Fund	\$ 3,551	\$ -	\$ 3,551	\$ 361	\$ 3,912	\$ 3,092	87%	\$ -	0%	\$ 3,092	87.1%	\$ 361	\$ 3,453
201	Court Security Fund	2,812	-	2,812	39,861	42,673	3,020	107%	-	0%	3,020	107.4%	39,861	42,881
205	E911 Fund	72,015	33,000	39,015	165,640	204,655	72,298	100%	24,750	0%	47,548	121.9%	165,640	213,188
207	Family Festival	-	-	-	-	-	-	0%	-	0%	-	0.0%	-	-
213	Federal Seizure Fund	-	-	-	2,952	2,952	24	0%	-	0%	24	0.0%	2,952	2,976
214	State Seizure Fund	-	-	-	7,647	7,647	289	0%	-	0%	289	0.0%	7,647	7,936
250	Operating Grants Fund	-	-	-	2,113	2,113	-	0%	-	0%	-	0.0%	2,113	2,113
		\$ 78,378	\$ 33,000	\$ 45,378	\$ 218,574	\$ 263,952	\$ 78,723		\$ 24,750		\$ 53,973		\$ 218,574	\$ 272,547

CAPITAL PROJECTS FUND														
215	Street Impact Fees (restrl)	\$ 448,465	\$ 12,000	\$ 436,465	\$ 1,372,660	\$ 1,809,125	\$ 358,248	80%	\$ 115,673	964%	\$ 242,575	55.6%	\$ 1,372,660	\$ 1,615,235
230	Park Fees	216,467	586,000	(369,533)	813,028	443,495	173,283	80%	86,067	15%	87,216	-23.6%	813,028	900,244
400	2006 Bonds	-	18,644	(18,644)	18,644	-	6	0%	-	0%	6	0.0%	18,644	18,650
402	City Hall Capital Proj Fund	1,427,168	1,444,511	(17,343)	1,388,631	1,371,288	1,798	0%	345,820	0%	(344,022)	1983.6%	1,388,631	1,044,609
406	Vehicle Replacement Fund	250,000	110,000	140,000	1,272	141,272	289,994	116%	(71,361)	-65%	361,355	258.1%	1,272	362,627
403	2016 GO Bonds	15,000,000	7,822,339	7,177,661	6,443,402	13,621,063	118,305	1%	470,306	0%	(352,001)	-4.9%	6,443,402	6,091,401
410	Reserved for Capital Projects	210,000	3,387,636	(3,177,636)	5,556,808	2,379,172	751,017	358%	68,765	0%	682,252	-21.5%	5,556,808	6,239,060
412	Veterans Memorial	-	-	-	(3,095)	(3,095)	-	0%	-	0%	-	-	(3,095)	(3,095)
515-1&2	Water Sewer Impact Fund	895,011	1,645,000	(749,989)	2,125,331	1,375,342	712,834	80%	114,564	7%	598,270	-79.8%	2,125,331	2,723,601
												0.0%	-	-
		\$ 18,447,111	\$ 15,026,130	\$ 3,420,981	\$ 17,745,607	\$ 21,166,588	\$ 2,407,762		\$ 1,161,037		\$ 1,246,725		\$ 17,745,607	\$ 18,992,332

MAY 2020 CASH AND INVESTMENT REPORT

POOLED CASH RECONCILIATION	
Fund	Balance In Pooled Cash Per General Ledger
100 General Fund	7,635,824.84
200 Court Technology	3,621.40
201 Court Security	20,390.32
202 Court Comptroller	529.44
205 911 Wireless	222,655.30
207 Family Festival	-
	-
213 Federal Seizure	-
214 State Seizure	(2,600.29)
215 Street Impact	1,461,210.62
216 Keep GH Beautiful	-
230 Park Fees	755,019.26
250 Operating Grants	5,239.01
300 Debt Service	409,503.55
400 2006 Bonds	35,796.64
402 2015 CO Bond	981,934.07
403 2016 GO BOND	(297,127.75)
406 Vehicle Replacement	437,128.02
407 Disaster Recovery	79,437.39
401 2008 Bonds	(104,168.00)
412 Veterans Memorial	-
425 COVID	(100,990.68)
500 Water & Sewer	(579,917.46)
515 W/S Impact	2,364,995.80
550 Drainage	238,713.54
700 CFAAG	-
410 GF Capital Projects	6,233,361.33
TOTAL POOLED CASH - GL	19,800,556.35
Balance per Bank Statement	19,931,340.33
Reconciling Items:	
Add: Deposits In-Transit	
Less: Outstanding Checks	
Less: Outstanding Other	
Adjusting Items	2,363,347.80
Adjusted GL Balance	22,294,688.13
Unreconciled Difference	(2,494,131.78)

OTHER PROSPERITY BANK ACCOUNTS RECONCILIATION							
Bank Account	GL Balance	Beginning Balance Per Bank Statement	Add: Deposits in Transit	Less: Outstanding Checks	Other Reconciling Items	Ending GL Balance	Unreconciled Difference
Cash Benefits Trust	7,326.96	7,326.96	59,619.20	(58,264.28)	17.17	8,699.05	-
Seizure Hold	5,438.27	5,438.27			0.22	5,438.49	-
2015 C/O Bond	352,890.21	352,890.21		(283,706.65)	20.26	69,203.82	-
							-
2006 Bond	9,395.50	9,395.90			0.39	9,395.89	-
Customer W/S Deposits	451,238.99	451,238.99			369.87	451,608.86	-
Park Fees	205,127.38	205,127.38			42.03	205,169.41	-
W/S Impact Fees	390,477.64	390,477.64			96.02	390,573.66	-
Street Impact	218,516.23	218,526.23			211.90	218,728.13	-
Chamber of Commerce	16,792.98	16,792.98			13.76	16,806.74	-
Veterans Memorial	2,841.87	2,841.87			2.33	2,844.20	-
TOTAL OTHER PROSP	1,660,046.03						

TOTAL CASH/INVESTMENT BAL	
FUND	CASH BALANCE
General Fund	7,964,992.76
Court Technology	3,622.22
Court Security	42,859.47
911 Wireless	223,393.99
2016 GO Bond	13,874,395.48
SIB Account	644,471.93
Family Festival	-
State Seizure	8,537.17
Street Impact Fees	1,679,938.75
Veterans Memorial	2,844.20
Park Fees	960,188.67
Operating Grants	5,239.01
Debt Service	409,503.55
2006 Bonds	45,192.53
W/S Fund	(72,943.31)
W/S Impact Fees	2,755,569.46
Drainage	240,955.74
2008 Bond	(104,168.00)
Fed Seizure	2,977.10
Keep GH	247.94
\$ 28,687,818.66	

BANK SECURITY PROSPERITY (PLEGGED COLLATERAL)	
1001 POOLED CASH ACCOUNT	\$ 19,931,340.33
1015 BENEFITS TRUST ACCOUNT	\$ 8,699.05
1001 STREET IMPACT FEES (4593)	\$ 218,728.13
1030 W/W/W IMPACT FEES (7207)	\$ 390,573.66
SEIZURE HOLD	\$ 5,438.49
2015 C/O BOND	\$ 69,203.82
1050 CASH PARK FEES (2949)	\$ 205,169.41
1002 CASH-2006 BONDS (8055)	\$ 9,395.89
1001 WATER CUSTOMER DEPOSITS	\$ 451,608.86
TOTAL BANK BALANCES	\$ 21,290,157.64
LESS FDIC INSURED	\$ (250,000.00)
COLLATERALIZED TOTAL:	\$ 21,040,157.64
COLLATERALIZED TOTAL 102%	\$ 21,460,960.79
COLLATERAL PER BANK	\$ 22,746,388.87

TEXSTAR RECONCILIATION			
Fund	GL Balance - Texstar	Add: Interest/Other	Balance Per Bank Statement
General Fund	\$ 329,114.53	\$ 53.39	\$ 329,167.92
W/S Fund	\$ 53,243.46	\$ 8.63	\$ 53,252.09
Water Debt Serv	\$ 2,112.88	\$ 0.32	\$ 2,113.20
General Debt Service	\$ 6,171.06	\$ 0.96	\$ 6,172.02
SIB Loan	\$ 644,367.40	\$ 104.53	\$ 644,471.93
Drainage	\$ 2,241.87	\$ 0.33	\$ 2,242.20
Court Security	\$ 22,465.51	\$ 3.64	\$ 22,469.15
Court Tech	\$ 0.82	\$ -	\$ 0.82
2008 Bond	\$ -	\$ -	\$ -
911 Wireless	\$ 738.65	\$ 0.04	\$ 738.69
Fed Seizure	\$ 2,976.57	\$ 0.53	\$ 2,977.10
State Seizure	\$ 8,535.74	\$ 1.43	\$ 8,537.17
Keep GH	\$ 247.94	\$ -	\$ 247.94
2016 GO Bond	\$ 14,169,224.17	\$ 2,299.06	\$ 14,171,523.23

TOTAL TEXSTAR \$ 15,243,913.46

APR %	
Prosper	0.3500%
TexStar	0.0719%

COMPANY: 100 - GENERAL FUND
 ACCOUNT: 1-00-1000 CLAIM ON POOLED CASH
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 6/01/2020 THRU 6/30/2020
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
MISCELLANEOUS: -----								
1-00-1000	6/11/2020	MISC.	000001	OPTUM BANK, INC.	14.42	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000002	OPTUM BANK, INC.	20.00	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000003	PO HOLDING LLC	7.70	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000004	AMERICAN HERITAGE LIFE INSURAN	60.06	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000005	AMERICAN HERITAGE LIFE INSURAN	47.94	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000006	AMERICAN HERITAGE LIFE INSURAN	15.93	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000007	UNITEDHEALTHCARE INSURANCE COM	969.30	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000008	UNITEDHEALTHCARE INSURANCE COM	387.72	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000009	UNITEDHEALTHCARE INSURANCE COM	349.30	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000010	UNITEDHEALTHCARE INSURANCE COM	469.22	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000011	UNITEDHEALTHCARE INSURANCE COM	272.35	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000012	UNITEDHEALTHCARE INSURANCE COM	544.70	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000013	UNITEDHEALTHCARE INSURANCE COM	984.30	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000014	UNITEDHEALTHCARE INSURANCE COM	659.10	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000015	UNITEDHEALTHCARE INSURANCE COM	567.54	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000016	Superior Vision of Texas	20.58	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000017	Superior Vision of Texas	6.86	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000018	Superior Vision of Texas	5.88	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000019	Superior Vision of Texas	5.88	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000020	Superior Vision of Texas	24.96	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000021	LINCOLN NATIONAL LIFE INSURANC	114.80	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000022	LINCOLN NATIONAL LIFE INSURANC	82.00	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000023	LINCOLN NATIONAL LIFE INSURANC	68.62	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000024	LINCOLN NATIONAL LIFE INSURANC	125.58	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000025	LINCOLN NATIONAL LIFE INSURANC	57.75	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000026	LINCOLN NATIONAL LIFE INSURANC	15.86	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000027	LINCOLN NATIONAL LIFE INSURANC	53.84	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000028	LINCOLN NATIONAL LIFE INSURANC	2.04	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000029	LINCOLN NATIONAL LIFE INSURANC	12.36	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000030	LINCOLN NATIONAL LIFE INSURANC	1.02	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000001	OPTUM BANK, INC.	1.67	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000002	OPTUM BANK, INC.	12.75	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000003	OPTUM BANK, INC.	22.11	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000004	OPTUM BANK, INC.	15.79	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000005	PO HOLDING LLC	40.56	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000006	PO HOLDING LLC	6.90	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000007	PO HOLDING LLC	0.41	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000008	DEER OAKS EAD SERVICES, LLC	7.10	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000009	DEER OAKS EAD SERVICES, LLC	11.73	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000010	DEER OAKS EAD SERVICES, LLC	4.13	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000011	AMERICAN HERITAGE LIFE INSURAN	28.20	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000012	AMERICAN HERITAGE LIFE INSURAN	53.42	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000013	AMERICAN HERITAGE LIFE INSURAN	23.99	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000014	AMERICAN HERITAGE LIFE INSURAN	43.09	OUTSTND	A	0/00/0000

COMPANY: 100 - GENERAL FUND
 ACCOUNT: 1-00-1000 CLAIM ON POOLED CASH
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 6/01/2020 THRU 6/30/2020
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
MISCELLANEOUS:								
1-00-1000	6/25/2020	MISC.	000015	AMERICAN HERITAGE LIFE INSURAN	12.92	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000016	UNITEDHEALTHCARE INSURANCE COM	232.95	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000017	UNITEDHEALTHCARE INSURANCE COM	877.33	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000018	UNITEDHEALTHCARE INSURANCE COM	317.62	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000019	UNITEDHEALTHCARE INSURANCE COM	232.73	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000020	UNITEDHEALTHCARE INSURANCE COM	275.73	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000021	UNITEDHEALTHCARE INSURANCE COM	93.41	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000022	UNITEDHEALTHCARE INSURANCE COM	375.81	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000023	UNITEDHEALTHCARE INSURANCE COM	98.86	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000024	UNITEDHEALTHCARE INSURANCE COM	462.90	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000025	UNITEDHEALTHCARE INSURANCE COM	219.71	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000026	UNITEDHEALTHCARE INSURANCE COM	437.95	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000027	UNITEDHEALTHCARE INSURANCE COM	831.74	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000028	UNITEDHEALTHCARE INSURANCE COM	858.60	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000029	UNITEDHEALTHCARE INSURANCE COM	318.38	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000030	UNITEDHEALTHCARE INSURANCE COM	531.98	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000031	UNITEDHEALTHCARE INSURANCE COM	161.34	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000032	UNITEDHEALTHCARE INSURANCE COM	519.03	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000033	Superior Vision of Texas	8.40	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000034	Superior Vision of Texas	18.31	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000035	Superior Vision of Texas	5.60	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000036	Superior Vision of Texas	4.58	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000037	Superior Vision of Texas	4.74	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000038	Superior Vision of Texas	4.70	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000039	Superior Vision of Texas	7.64	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000040	Superior Vision of Texas	22.02	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000041	Superior Vision of Texas	8.81	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000042	LINCOLN NATIONAL LIFE INSURANC	59.22	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000043	LINCOLN NATIONAL LIFE INSURANC	98.61	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000044	LINCOLN NATIONAL LIFE INSURANC	66.38	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000045	LINCOLN NATIONAL LIFE INSURANC	16.57	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000046	LINCOLN NATIONAL LIFE INSURANC	62.00	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000047	LINCOLN NATIONAL LIFE INSURANC	59.11	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000048	LINCOLN NATIONAL LIFE INSURANC	112.31	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000049	LINCOLN NATIONAL LIFE INSURANC	64.32	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000050	LINCOLN NATIONAL LIFE INSURANC	23.66	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000051	LINCOLN NATIONAL LIFE INSURANC	51.09	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000052	LINCOLN NATIONAL LIFE INSURANC	12.94	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000053	LINCOLN NATIONAL LIFE INSURANC	26.74	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000054	LINCOLN NATIONAL LIFE INSURANC	49.71	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000055	LINCOLN NATIONAL LIFE INSURANC	1.65	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000056	LINCOLN NATIONAL LIFE INSURANC	20.64	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000057	LINCOLN NATIONAL LIFE INSURANC	33.82	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000058	LINCOLN NATIONAL LIFE INSURANC	11.88	OUTSTND	A	0/00/0000

COMPANY: 100 - GENERAL FUND
 ACCOUNT: 1-00-1000 CLAIM ON POOLED CASH
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 6/01/2020 THRU 6/30/2020
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
MISCELLANEOUS:								
1-00-1000	6/25/2020	MISC.	000059	LINCOLN NATIONAL LIFE INSURANC	4.73	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000060	LINCOLN NATIONAL LIFE INSURANC	9.25	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000061	LINCOLN NATIONAL LIFE INSURANC	1.17	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000062	LINCOLN NATIONAL LIFE INSURANC	17.48	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000063	LINCOLN NATIONAL LIFE INSURANC	11.08	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000064	LINCOLN NATIONAL LIFE INSURANC	0.82	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1-00-100				CHECK	TOTAL:	0.00		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	13,998.43		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		

COMPANY: 100 - GENERAL FUND
 ACCOUNT: 1-00-1015 CASH-BENEFITS TRUST
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 6/01/2020 THRU 6/30/2020
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-00-1015	6/01/2020	CHECK	920598	Superior Vision of Texas	647.10CR	OUTSTND	A	0/00/0000
1-00-1015	6/01/2020	CHECK	920599	DEER OAKS EAD SERVICES, LLC	80.58CR	OUTSTND	A	0/00/0000
1-00-1015	6/01/2020	CHECK	920600	AMERICAN HERITAGE LIFE INSURAN	1,280.02CR	OUTSTND	A	0/00/0000
1-00-1015	6/01/2020	CHECK	920601	LINCOLN NATIONAL LIFE INSURANC	6,289.88CR	OUTSTND	A	0/00/0000
1-00-1015	6/01/2020	CHECK	920602	UNITEDHEALTHCARE INSURANCE COM	46,986.33CR	OUTSTND	A	0/00/0000
1-00-1015	6/11/2020	CHECK	920603	PO HOLDING LLC	726.94CR	OUTSTND	A	0/00/0000
1-00-1015	6/11/2020	CHECK	920604	OPTUM BANK, INC.	761.32CR	OUTSTND	A	0/00/0000
1-00-1015	6/25/2020	CHECK	920605	PO HOLDING LLC	726.94CR	OUTSTND	A	0/00/0000
1-00-1015	6/25/2020	CHECK	920606	OPTUM BANK, INC.	761.32CR	OUTSTND	A	0/00/0000

DEPOSIT:								
1-00-1015	6/01/2020	DEPOSIT		BENEFITS TRANSFER	56,642.68	OUTSTND	G	0/00/0000
1-00-1015	6/11/2020	DEPOSIT		DISCOVERY-OPTUM PPE 06072020	1,488.26	OUTSTND	G	0/00/0000
1-00-1015	6/25/2020	DEPOSIT		DISCOVERY-OPTUM PPE 06.21.2020	1,488.26	OUTSTND	G	0/00/0000

TOTALS FOR ACCOUNT 1-00-101	CHECK	TOTAL:	58,260.43CR
	DEPOSIT	TOTAL:	59,619.20
	INTEREST	TOTAL:	0.00
	MISCELLANEOUS	TOTAL:	0.00
	SERVICE CHARGE	TOTAL:	0.00
	EFT	TOTAL:	0.00
	BANK-DRAFT	TOTAL:	0.00

TOTALS FOR GENERAL FUND	CHECK	TOTAL:	58,260.43CR
	DEPOSIT	TOTAL:	59,619.20
	INTEREST	TOTAL:	0.00
	MISCELLANEOUS	TOTAL:	13,998.43
	SERVICE CHARGE	TOTAL:	0.00
	EFT	TOTAL:	0.00
	BANK-DRAFT	TOTAL:	0.00

COMPANY: 402 - CITY HALL CAPITAL PROJ FU
 ACCOUNT: 1-00-1099 2015 C/O BOND
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 6/01/2020 THRU 6/30/2020
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-00-1099	6/01/2020	CHECK	001031	GROSSMAN DESIGN BUILD, LLC	189,080.40CR	OUTSTND	A	0/00/0000
1-00-1099	6/08/2020	CHECK	001032	MOTTLA ENTERPRISES, INC.	5,000.00CR	OUTSTND	A	0/00/0000
DEPOSIT:								
1-00-1099	6/03/2020	DEPOSIT		2015 CO BOND TO GENERAL FUND	89,626.25CR	OUTSTND	G	0/00/0000
TOTALS FOR ACCOUNT 1-00-109				CHECK	TOTAL:	194,080.40CR		
				DEPOSIT	TOTAL:	89,626.25CR		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		
TOTALS FOR CITY HALL CAPITAL PROJ FU				CHECK	TOTAL:	194,080.40CR		
				DEPOSIT	TOTAL:	89,626.25CR		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		

COMPANY: 425 - COVID-19 RESPONSE
 ACCOUNT: 1-00-1000 CLAIM ON CASH
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 6/01/2020 THRU 6/30/2020
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
MISCELLANEOUS:								
1-00-1000	6/25/2020	MISC.	000001	OPTUM BANK, INC.	1.67CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000002	OPTUM BANK, INC.	22.11CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000003	PO HOLDING LLC	40.56CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000004	PO HOLDING LLC	0.41CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000005	DEER OAKS EAD SERVICES, LLC	7.10CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000006	AMERICAN HERITAGE LIFE INSURAN	28.20CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000007	AMERICAN HERITAGE LIFE INSURAN	23.99CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000008	UNITEDHEALTHCARE INSURANCE COM	232.95CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000009	UNITEDHEALTHCARE INSURANCE COM	232.73CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000010	UNITEDHEALTHCARE INSURANCE COM	93.41CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000011	UNITEDHEALTHCARE INSURANCE COM	98.86CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000012	UNITEDHEALTHCARE INSURANCE COM	462.90CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000013	UNITEDHEALTHCARE INSURANCE COM	831.74CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000014	UNITEDHEALTHCARE INSURANCE COM	318.38CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000015	UNITEDHEALTHCARE INSURANCE COM	161.34CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000016	Superior Vision of Texas	8.40CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000017	Superior Vision of Texas	4.58CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000018	Superior Vision of Texas	7.64CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000019	Superior Vision of Texas	8.81CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000020	LINCOLN NATIONAL LIFE INSURANC	59.22CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000021	LINCOLN NATIONAL LIFE INSURANC	16.57CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000022	LINCOLN NATIONAL LIFE INSURANC	59.11CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000023	LINCOLN NATIONAL LIFE INSURANC	64.32CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000024	LINCOLN NATIONAL LIFE INSURANC	23.66CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000025	LINCOLN NATIONAL LIFE INSURANC	26.74CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000026	LINCOLN NATIONAL LIFE INSURANC	20.64CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000027	LINCOLN NATIONAL LIFE INSURANC	4.73CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000028	LINCOLN NATIONAL LIFE INSURANC	17.48CR	OUTSTND	A	0/00/0000

TOTALS FOR ACCOUNT 1-00-100

CHECK	TOTAL:	0.00
DEPOSIT	TOTAL:	0.00
INTEREST	TOTAL:	0.00
MISCELLANEOUS	TOTAL:	2,878.25CR
SERVICE CHARGE	TOTAL:	0.00
EFT	TOTAL:	0.00
BANK-DRAFT	TOTAL:	0.00

TOTALS FOR COVID-19 RESPONSE

CHECK	TOTAL:	0.00
DEPOSIT	TOTAL:	0.00
INTEREST	TOTAL:	0.00
MISCELLANEOUS	TOTAL:	2,878.25CR
SERVICE CHARGE	TOTAL:	0.00
EFT	TOTAL:	0.00
BANK-DRAFT	TOTAL:	0.00

COMPANY: 500 - WATER & SEWER FUND
 ACCOUNT: 1-00-1000 CLAIM ON POOLED CASH
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 6/01/2020 THRU 6/30/2020
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
MISCELLANEOUS:								
1-00-1000	6/11/2020	MISC.	000001	OPTUM BANK, INC.	14.42CR	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000002	OPTUM BANK, INC.	20.00CR	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000003	PO HOLDING LLC	7.70CR	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000004	AMERICAN HERITAGE LIFE INSURAN	60.06CR	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000005	AMERICAN HERITAGE LIFE INSURAN	47.94CR	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000006	UNITEDHEALTHCARE INSURANCE COM	969.30CR	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000007	UNITEDHEALTHCARE INSURANCE COM	349.30CR	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000008	UNITEDHEALTHCARE INSURANCE COM	272.35CR	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000009	UNITEDHEALTHCARE INSURANCE COM	984.30CR	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000010	UNITEDHEALTHCARE INSURANCE COM	659.10CR	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000011	UNITEDHEALTHCARE INSURANCE COM	567.54CR	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000012	Superior Vision of Texas	20.58CR	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000013	Superior Vision of Texas	5.88CR	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000014	Superior Vision of Texas	24.96CR	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000015	LINCOLN NATIONAL LIFE INSURANC	114.80CR	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000016	LINCOLN NATIONAL LIFE INSURANC	68.62CR	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000017	LINCOLN NATIONAL LIFE INSURANC	125.58CR	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000018	LINCOLN NATIONAL LIFE INSURANC	57.75CR	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000019	LINCOLN NATIONAL LIFE INSURANC	53.84CR	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000020	LINCOLN NATIONAL LIFE INSURANC	12.36CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000001	OPTUM BANK, INC.	12.75CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000002	OPTUM BANK, INC.	15.79CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000003	PO HOLDING LLC	6.90CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000004	DEER OAKS EAD SERVICES, LLC	11.73CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000005	AMERICAN HERITAGE LIFE INSURAN	53.42CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000006	AMERICAN HERITAGE LIFE INSURAN	43.09CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000007	UNITEDHEALTHCARE INSURANCE COM	877.33CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000008	UNITEDHEALTHCARE INSURANCE COM	275.73CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000009	UNITEDHEALTHCARE INSURANCE COM	219.71CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000010	UNITEDHEALTHCARE INSURANCE COM	858.60CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000011	UNITEDHEALTHCARE INSURANCE COM	531.98CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000012	UNITEDHEALTHCARE INSURANCE COM	519.03CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000013	Superior Vision of Texas	18.31CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000014	Superior Vision of Texas	4.74CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000015	Superior Vision of Texas	22.02CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000016	LINCOLN NATIONAL LIFE INSURANC	98.61CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000017	LINCOLN NATIONAL LIFE INSURANC	62.00CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000018	LINCOLN NATIONAL LIFE INSURANC	112.31CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000019	LINCOLN NATIONAL LIFE INSURANC	51.09CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000020	LINCOLN NATIONAL LIFE INSURANC	49.71CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000021	LINCOLN NATIONAL LIFE INSURANC	33.82CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000022	LINCOLN NATIONAL LIFE INSURANC	9.25CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000023	LINCOLN NATIONAL LIFE INSURANC	11.08CR	OUTSTND	A	0/00/0000

COMPANY: 500 - WATER & SEWER FUND
 ACCOUNT: 1-00-1000 CLAIM ON POOLED CASH
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 6/01/2020 THRU 6/30/2020
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
TOTALS FOR ACCOUNT 1-00-100					CHECK TOTAL:	0.00		
					DEPOSIT TOTAL:	0.00		
					INTEREST TOTAL:	0.00		
					MISCELLANEOUS TOTAL:	8,335.38CR		
					SERVICE CHARGE TOTAL:	0.00		
					EFT TOTAL:	0.00		
					BANK-DRAFT TOTAL:	0.00		
TOTALS FOR WATER & SEWER FUND					CHECK TOTAL:	0.00		
					DEPOSIT TOTAL:	0.00		
					INTEREST TOTAL:	0.00		
					MISCELLANEOUS TOTAL:	8,335.38CR		
					SERVICE CHARGE TOTAL:	0.00		
					EFT TOTAL:	0.00		
					BANK-DRAFT TOTAL:	0.00		

COMPANY: 550 - MUNICIPAL DRAINAGE FUND
 ACCOUNT: 1-00-1000 CLAIM ON POOLED CASH
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 6/01/2020 THRU 6/30/2020
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
MISCELLANEOUS:								
1-00-1000	6/11/2020	MISC.	000001	AMERICAN HERITAGE LIFE INSURAN	15.93CR	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000002	UNITEDHEALTHCARE INSURANCE COM	387.72CR	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000003	UNITEDHEALTHCARE INSURANCE COM	469.22CR	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000004	UNITEDHEALTHCARE INSURANCE COM	544.70CR	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000005	Superior Vision of Texas	6.86CR	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000006	Superior Vision of Texas	5.88CR	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000007	LINCOLN NATIONAL LIFE INSURANC	82.00CR	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000008	LINCOLN NATIONAL LIFE INSURANC	15.86CR	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000009	LINCOLN NATIONAL LIFE INSURANC	2.04CR	OUTSTND	A	0/00/0000
1-00-1000	6/11/2020	MISC.	000010	LINCOLN NATIONAL LIFE INSURANC	1.02CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000001	DEER OAKS EAD SERVICES, LLC	4.13CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000002	AMERICAN HERITAGE LIFE INSURAN	12.92CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000003	UNITEDHEALTHCARE INSURANCE COM	317.62CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000004	UNITEDHEALTHCARE INSURANCE COM	375.81CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000005	UNITEDHEALTHCARE INSURANCE COM	437.95CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000006	Superior Vision of Texas	5.60CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000007	Superior Vision of Texas	4.70CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000008	LINCOLN NATIONAL LIFE INSURANC	66.38CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000009	LINCOLN NATIONAL LIFE INSURANC	12.94CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000010	LINCOLN NATIONAL LIFE INSURANC	1.65CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000011	LINCOLN NATIONAL LIFE INSURANC	11.88CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000012	LINCOLN NATIONAL LIFE INSURANC	1.17CR	OUTSTND	A	0/00/0000
1-00-1000	6/25/2020	MISC.	000013	LINCOLN NATIONAL LIFE INSURANC	0.82CR	OUTSTND	A	0/00/0000

TOTALS FOR ACCOUNT 1-00-100

CHECK	TOTAL:	0.00
DEPOSIT	TOTAL:	0.00
INTEREST	TOTAL:	0.00
MISCELLANEOUS	TOTAL:	2,784.80CR
SERVICE CHARGE	TOTAL:	0.00
EFT	TOTAL:	0.00
BANK-DRAFT	TOTAL:	0.00

TOTALS FOR MUNICIPAL DRAINAGE FUND

CHECK	TOTAL:	0.00
DEPOSIT	TOTAL:	0.00
INTEREST	TOTAL:	0.00
MISCELLANEOUS	TOTAL:	2,784.80CR
SERVICE CHARGE	TOTAL:	0.00
EFT	TOTAL:	0.00
BANK-DRAFT	TOTAL:	0.00

COMPANY: 999 - POOLED CASH FUND
 ACCOUNT: 1-00-1099 POOLED CASH
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 6/01/2020 THRU 6/30/2020
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
BANK DRAFT:								
1-00-1099	6/11/2020	BANK-DRAFT	000183	INTERNAL REVENUE SERVICE	39,977.52CR	OUTSTND	A	0/00/0000
1-00-1099	6/11/2020	BANK-DRAFT	000184	TEXAS CHILD SUPPORT	1,836.93CR	OUTSTND	A	0/00/0000
1-00-1099	6/11/2020	BANK-DRAFT	000185	State Disbursement Unit	398.00CR	OUTSTND	A	0/00/0000
1-00-1099	6/25/2020	BANK-DRAFT	000186	INTERNAL REVENUE SERVICE	45,310.24CR	OUTSTND	A	0/00/0000
1-00-1099	6/25/2020	BANK-DRAFT	000187	TEXAS CHILD SUPPORT	1,800.01CR	OUTSTND	A	0/00/0000
1-00-1099	6/25/2020	BANK-DRAFT	000188	State Disbursement Unit	398.00CR	OUTSTND	A	0/00/0000
CHECK:								
1-00-1099	6/01/2020	CHECK	120584	KEITH'S ACE HARDWARE	34.99CR	OUTSTND	A	0/00/0000
1-00-1099	6/01/2020	CHECK	120585	BRITTON METER REPAIR	424.49CR	OUTSTND	A	0/00/0000
1-00-1099	6/01/2020	CHECK	120586	CARDINAL TRACKING INC,	1,465.39CR	OUTSTND	A	0/00/0000
1-00-1099	6/01/2020	CHECK	120587	DESOTO JANITORIAL SUPPLY	125.84CR	OUTSTND	A	0/00/0000
1-00-1099	6/01/2020	CHECK	120588	Home Depot Credit Services	157.72CR	OUTSTND	A	0/00/0000
1-00-1099	6/01/2020	CHECK	120589	O'REILLY AUTOMOTIVE, INC.	187.47CR	OUTSTND	A	0/00/0000
1-00-1099	6/01/2020	CHECK	120590	OFFICE DEPOT (ONLINE)	273.00CR	OUTSTND	A	0/00/0000
1-00-1099	6/01/2020	CHECK	120591	RENTAL ONE	179.60CR	OUTSTND	A	0/00/0000
1-00-1099	6/01/2020	CHECK	120592	TRINITY RIVER AUTHORITY	238.00CR	OUTSTND	A	0/00/0000
1-00-1099	6/01/2020	CHECK	120593	BOUND TREE MEDICAL, LLC.	960.91CR	OUTSTND	A	0/00/0000
1-00-1099	6/01/2020	CHECK	120594	GEAR CLEANING SOLUTIONS, LLC.	1,885.52CR	OUTSTND	A	0/00/0000
1-00-1099	6/01/2020	CHECK	120595	TEXAS MATERIALS GROUP, INC.	3,038.50CR	OUTSTND	A	0/00/0000
1-00-1099	6/01/2020	CHECK	120596	CASS ROBERT CALLAWAY	2,000.00CR	OUTSTND	A	0/00/0000
1-00-1099	6/01/2020	CHECK	120597	TEXAS MUNICIPAL	31,948.21CR	OUTSTND	A	0/00/0000
1-00-1099	6/01/2020	CHECK	120598	FLEET SERVICES	4,184.32CR	OUTSTND	A	0/00/0000
1-00-1099	6/01/2020	CHECK	120599	TPX COMMUNICATIONS	5,979.77CR	OUTSTND	A	0/00/0000
1-00-1099	6/03/2020	CHECK	120600	KEITH'S ACE HARDWARE	19.98CR	OUTSTND	A	0/00/0000
1-00-1099	6/03/2020	CHECK	120601	BRITTON METER REPAIR	132.72CR	OUTSTND	A	0/00/0000
1-00-1099	6/03/2020	CHECK	120602	MASSEY'S TIRES & WHEELS	15.00CR	OUTSTND	A	0/00/0000
1-00-1099	6/03/2020	CHECK	120603	TRINITY RIVER AUTHORITY	290,672.00CR	OUTSTND	A	0/00/0000
1-00-1099	6/03/2020	CHECK	120604	WISEMAN HARDWARE, INC.	34.80CR	OUTSTND	A	0/00/0000
1-00-1099	6/03/2020	CHECK	120605	NEVILL FINANCIAL LEASING (CH)	2,757.40CR	OUTSTND	A	0/00/0000
1-00-1099	6/03/2020	CHECK	120606	CORE & MAIN LP	253.25CR	OUTSTND	A	0/00/0000
1-00-1099	6/03/2020	CHECK	120607	KENNETH W WYNN	180.00CR	OUTSTND	A	0/00/0000
1-00-1099	6/03/2020	CHECK	120608	DFW COMMUNICATIONS, INC.	11,256.60CR	OUTSTND	A	0/00/0000
1-00-1099	6/03/2020	CHECK	120609	UNITED SITE SERVICES OF TEXAS,	750.00CR	OUTSTND	A	0/00/0000
1-00-1099	6/03/2020	CHECK	120610	GORDON	29,541.48CR	OUTSTND	A	0/00/0000
1-00-1099	6/03/2020	CHECK	120611	THE KING'S ELECTRICAL & PLUMBI	158.00CR	OUTSTND	A	0/00/0000
1-00-1099	6/03/2020	CHECK	120612	ANTONIO MITCHELO dba J&M PAVIN	20,500.00CR	OUTSTND	A	0/00/0000
1-00-1099	6/08/2020	CHECK	120613	CITI BANK	7,382.89CR	OUTSTND	A	0/00/0000
1-00-1099	6/11/2020	CHECK	120614	PAYROLL CHECK	3,593.84CR	OUTSTND	P	0/00/0000
1-00-1099	6/11/2020	CHECK	120615	PAYROLL CHECK	1,543.79CR	OUTSTND	P	0/00/0000
1-00-1099	6/11/2020	CHECK	120616	ICMA	1,315.33CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120617	FBM PROPERTY	62.41CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120618	APEX REALTY	75.59CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120619	SFR JV-1 PROPERTY LL	35.68CR	OUTSTND	A	0/00/0000

COMPANY: 999 - POOLED CASH FUND
 ACCOUNT: 1-00-1099 POOLED CASH
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 6/01/2020 THRU 6/30/2020
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-00-1099	6/12/2020	CHECK	120620	KD45 HOLDINGS	63.61CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120621	THE CHADWICK REALTY	53.63CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120622	RANDALL, JESSICA	58.12CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120623	GAUT, TABATHA	10.62CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120624	HAMILTON, LATOYA	36.87CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120625	SUBRAMANIAM, UMAGAYA	59.25CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120626	RANDOLPH, DARLENE	4.13CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120627	GABINO, SANTOS	145.55CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120628	HPA TEXAS SUB 2016-2	65.61CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120629	FRITZ, PAUL	10.68CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120630	KNIGHT, VICKY	17.13CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120631	WOOD, MARK	63.61CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120632	ONEAL, RICKY	53.63CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120633	MILLER, GREG	1,149.56CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120634	CHILD, HEAVEN & ROBE	65.00CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120635	THREETS, WILLIAM	1.36CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120636	BRUCE DEGRADE, KOBI	66.30CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120637	BROWN, ANDREA	66.44CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120638	JOGIP PROPERTY MANAG	48.53CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120639	ALSADDELDEIN/MEN, OMA	102.06CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120640	TAH 2017-1 BORROWER	59.89CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120641	MALDONADO, ABIGAELE	20.12CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120642	SARKER, JANTO	36.20CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120643	CENTURY 21 JUDGE FIT	92.92CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120644	BRADLEY, MATTHEW	22.18CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120645	SFR JV-1 PROPERTY LL	46.59CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120646	JAMES, LATISHA & DER	154.21CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120647	GRAY, AISHA	150.00CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120648	APRIL CLAYTON, JAMES	150.00CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120649	CIRCLE H CONTRACTORS, LP	1,500.00CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120650	KEITH'S ACE HARDWARE	35.22CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120651	BRITTON METER REPAIR	357.37CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120652	TYLER TECHNOLOGIES	137.50CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120653	MASSEY'S TIRES & WHEELS	30.00CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120654	NATIONAL ALL PRO QUICK LUBE	40.90CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120655	OFFICE DEPOT (ONLINE)	85.59CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120656	TXU ENERGY	9,158.06CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120657	BOUND TREE MEDICAL, LLC.	149.20CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120658	WILLIS EXTERMINATING CO.	600.00CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120659	DALE GLEN SANDLING	295.00CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120660	CREDIT SYSTEMS INTERNATIONAL,	684.58CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120661	NICHOLS, JACKSON, DILLARD, HAG	4,656.35CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120662	KYOCERA DOCUMENT SOLUTIONS AME	412.31CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120663	DATAPROSE	3,433.02CR	OUTSTND	A	0/00/0000

COMPANY: 999 - POOLED CASH FUND
 ACCOUNT: 1-00-1099 POOLED CASH
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 6/01/2020 THRU 6/30/2020
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-00-1099	6/12/2020	CHECK	120664	AT&T	71.27CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120665	WEST NORTH TEXAS INSPECTION SE	7,200.00CR	OUTSTND	A	0/00/0000
1-00-1099	6/12/2020	CHECK	120666	A-7 AUSTIN, LTD. DBA CRAMER MA	230.47CR	OUTSTND	A	0/00/0000
1-00-1099	6/19/2020	CHECK	120667	KEITH'S ACE HARDWARE	276.71CR	OUTSTND	A	0/00/0000
1-00-1099	6/19/2020	CHECK	120668	ATMOS ENERGY	162.94CR	OUTSTND	A	0/00/0000
1-00-1099	6/19/2020	CHECK	120669	AIR SUPPLY	82.10CR	OUTSTND	A	0/00/0000
1-00-1099	6/19/2020	CHECK	120670	DALLAS WATER UTILITIES	91,356.17CR	OUTSTND	A	0/00/0000
1-00-1099	6/19/2020	CHECK	120671	GALLS INCORPORATED	54.50CR	OUTSTND	A	0/00/0000
1-00-1099	6/19/2020	CHECK	120672	IMPERATIVE INFORMATION GROUP,	42.50CR	OUTSTND	A	0/00/0000
1-00-1099	6/19/2020	CHECK	120673	Home Depot Credit Services	149.79CR	OUTSTND	A	0/00/0000
1-00-1099	6/19/2020	CHECK	120674	TYLER TECHNOLOGIES	4,702.61CR	OUTSTND	A	0/00/0000
1-00-1099	6/19/2020	CHECK	120675	LANGUAGE LINE SERVICES	83.62CR	OUTSTND	A	0/00/0000
1-00-1099	6/19/2020	CHECK	120676	MASSEY'S TIRES & WHEELS	250.67CR	OUTSTND	A	0/00/0000
1-00-1099	6/19/2020	CHECK	120677	NATIONAL ALL PRO QUICK LUBE	311.15CR	OUTSTND	A	0/00/0000
1-00-1099	6/19/2020	CHECK	120678	O'REILLY AUTOMOTIVE, INC.	92.60CR	OUTSTND	A	0/00/0000
1-00-1099	6/19/2020	CHECK	120679	RENTAL ONE	175.00CR	OUTSTND	A	0/00/0000
1-00-1099	6/19/2020	CHECK	120680	LOWE'S COMPANIES, INC.	261.77CR	OUTSTND	A	0/00/0000
1-00-1099	6/19/2020	CHECK	120681	TML-IRP	2,357.50CR	OUTSTND	A	0/00/0000
1-00-1099	6/19/2020	CHECK	120682	TRINITY RIVER AUTHORITY	290,672.00CR	OUTSTND	A	0/00/0000
1-00-1099	6/19/2020	CHECK	120683	WASTE MANAGEMENT DALLAS	68,290.93CR	OUTSTND	A	0/00/0000
1-00-1099	6/19/2020	CHECK	120684	JERRY W. MCCLUNG	589.75CR	OUTSTND	A	0/00/0000
1-00-1099	6/19/2020	CHECK	120685	CHUCK FAIRBANKS CHEVROLET	4,166.41CR	OUTSTND	A	0/00/0000
1-00-1099	6/19/2020	CHECK	120686	BOUND TREE MEDICAL, LLC.	3.79CR	OUTSTND	A	0/00/0000
1-00-1099	6/19/2020	CHECK	120687	PRIMARY HEALTH, INC d/b/a CARE	48.00CR	OUTSTND	A	0/00/0000
1-00-1099	6/19/2020	CHECK	120688	DALLAS CO. DEPT OF HEALTH & HU	47.83CR	OUTSTND	A	0/00/0000
1-00-1099	6/19/2020	CHECK	120689	GEAR CLEANING SOLUTIONS, LLC.	371.41CR	OUTSTND	A	0/00/0000
1-00-1099	6/19/2020	CHECK	120690	GOVERNMENTJOBS.COM, INC.	7,922.97CR	OUTSTND	A	0/00/0000
1-00-1099	6/19/2020	CHECK	120691	CHARTER BUSINESS COMMUNICATION	25.47CR	OUTSTND	A	0/00/0000
1-00-1099	6/19/2020	CHECK	120692	AT&T TOLL FREE	115.25CR	OUTSTND	A	0/00/0000
1-00-1099	6/19/2020	CHECK	120693	LCRA ENVIRONMENTAL LAB SERVICE	427.88CR	OUTSTND	A	0/00/0000
1-00-1099	6/19/2020	CHECK	120694	LUIS E. HERNANDEZ LLC	715.00CR	OUTSTND	A	0/00/0000
1-00-1099	6/25/2020	CHECK	120695	PAYROLL CHECK	3,593.84CR	OUTSTND	P	0/00/0000
1-00-1099	6/25/2020	CHECK	120696	PAYROLL CHECK	1,657.47CR	OUTSTND	P	0/00/0000
1-00-1099	6/25/2020	CHECK	120697	ICMA	1,245.85CR	OUTSTND	A	0/00/0000
1-00-1099	6/25/2020	CHECK	120698	RODRIGUEZ, IVELISSE	119.52CR	OUTSTND	A	0/00/0000
1-00-1099	6/25/2020	CHECK	120699	DALLAS CENTRAL APPRAISAL DISTR	4,103.00CR	OUTSTND	A	0/00/0000
1-00-1099	6/25/2020	CHECK	120700	ELLIS APPRAISAL DISTRICT	3,727.87CR	OUTSTND	A	0/00/0000
1-00-1099	6/25/2020	CHECK	120701	FOCUS DAILY NEWS	368.75CR	OUTSTND	A	0/00/0000
1-00-1099	6/25/2020	CHECK	120702	HILCO ELECTRIC	7,200.55CR	OUTSTND	A	0/00/0000
1-00-1099	6/25/2020	CHECK	120703	TYLER TECHNOLOGIES	433.00CR	OUTSTND	A	0/00/0000
1-00-1099	6/25/2020	CHECK	120704	OFFICE DEPOT (ONLINE)	138.43CR	OUTSTND	A	0/00/0000
1-00-1099	6/25/2020	CHECK	120705	AT&T	1,177.56CR	OUTSTND	A	0/00/0000
1-00-1099	6/25/2020	CHECK	120706	CARLISLE CHEVROLET CADILLAC	266.06CR	OUTSTND	A	0/00/0000
1-00-1099	6/25/2020	CHECK	120707	NTTA	12.81CR	OUTSTND	A	0/00/0000

COMPANY: 999 - POOLED CASH FUND
 ACCOUNT: 1-00-1099 POOLED CASH
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 6/01/2020 THRU 6/30/2020
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-00-1099	6/25/2020	CHECK	120708	PCM, INC.	1,728.46CR	OUTSTND	A	0/00/0000
1-00-1099	6/25/2020	CHECK	120709	DALLAS COUNTY TREASURER	1,083.00CR	OUTSTND	A	0/00/0000
1-00-1099	6/25/2020	CHECK	120710	LINEBARGER GOGGAN BLAIR & SAMP	409.17CR	OUTSTND	A	0/00/0000
1-00-1099	6/25/2020	CHECK	120711	T-MOBILE USA INC.	2,288.21CR	OUTSTND	A	0/00/0000
1-00-1099	6/25/2020	CHECK	120712	CITI BANK	4,100.20CR	OUTSTND	A	0/00/0000
1-00-1099	6/25/2020	CHECK	120713	MCCOYS PHOTOGRAPHY, LP	235.50CR	OUTSTND	A	0/00/0000
1-00-1099	6/25/2020	CHECK	120714	THE ADT SECURITY CORPORATION D	54.11CR	OUTSTND	A	0/00/0000
1-00-1099	6/25/2020	CHECK	120715	POLICE & SHERIFF'S PRESS, INC.	17.55CR	OUTSTND	A	0/00/0000

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
DEPOSIT:								
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1-00-1099	6/01/2020	DEPOSIT	000001	ONLINE PAYMNT 6/01/2020	17.50	OUTSTND	C	0/00/0000
1-00-1099	6/01/2020	DEPOSIT	000002	CASH RECEIPTS	3,729.40	OUTSTND	M	0/00/0000
1-00-1099	6/01/2020	DEPOSIT	000003	ONLINE PAYMNT 6/01/2020	19,053.53	OUTSTND	C	0/00/0000
1-00-1099	6/01/2020	DEPOSIT	000004	CREDIT CARDS 6/01/2020	1,467.30	OUTSTND	C	0/00/0000
1-00-1099	6/01/2020	DEPOSIT	000005	CREDIT CARDS 6/01/2020	2,707.64	OUTSTND	C	0/00/0000
1-00-1099	6/01/2020	DEPOSIT	000006	REGULAR DAILY DEP 6/01/2020	11,295.78	OUTSTND	C	0/00/0000
1-00-1099	6/01/2020	DEPOSIT	000007	BENEFITS TRANSFER	56,642.68CR	OUTSTND	G	0/00/0000
1-00-1099	6/02/2020	DEPOSIT		ONLINE PAYMNT 6/02/2020	7.00	OUTSTND	C	0/00/0000
1-00-1099	6/02/2020	DEPOSIT	000001	CASH RECEIPTS	722.70	OUTSTND	M	0/00/0000
1-00-1099	6/02/2020	DEPOSIT	000002	ONLINE PAYMNT 6/02/2020	6,829.52	OUTSTND	C	0/00/0000
1-00-1099	6/02/2020	DEPOSIT	000003	CREDIT CARDS 6/02/2020	2,725.82	OUTSTND	C	0/00/0000
1-00-1099	6/02/2020	DEPOSIT	000004	REGULAR DAILY DEP 6/02/2020	9,029.60	OUTSTND	C	0/00/0000
1-00-1099	6/02/2020	DEPOSIT	000005	CREDIT CARDS 6/02/2020	406.13	OUTSTND	C	0/00/0000
1-00-1099	6/02/2020	DEPOSIT	000006	CREDIT CARDS 6/02/2020	960.00	OUTSTND	C	0/00/0000
1-00-1099	6/02/2020	DEPOSIT	000007	REGULAR DAILY DEP 6/02/2020	9,364.88	OUTSTND	C	0/00/0000
1-00-1099	6/03/2020	DEPOSIT		2015 CO BOND TO GENERAL FUND	89,626.25	OUTSTND	G	0/00/0000
1-00-1099	6/03/2020	DEPOSIT	000001	CREDIT CARDS 6/03/2020	63,839.51	OUTSTND	C	0/00/0000
1-00-1099	6/03/2020	DEPOSIT	000002	ONLINE PAYMNT 6/03/2020	3.50	OUTSTND	C	0/00/0000
1-00-1099	6/03/2020	DEPOSIT	000003	CASH RECEIPTS	693.80	OUTSTND	M	0/00/0000
1-00-1099	6/03/2020	DEPOSIT	000004	ONLINE PAYMNT 6/03/2020	6,494.63	OUTSTND	C	0/00/0000
1-00-1099	6/03/2020	DEPOSIT	000005	CREDIT CARDS 6/03/2020	2,214.68	OUTSTND	C	0/00/0000
1-00-1099	6/03/2020	DEPOSIT	000006	CREDIT CARDS 6/03/2020	2,868.17	OUTSTND	C	0/00/0000
1-00-1099	6/03/2020	DEPOSIT	000007	REGULAR DAILY DEP 6/03/2020	12,550.18	OUTSTND	C	0/00/0000
1-00-1099	6/04/2020	DEPOSIT		CREDIT CARDS 6/04/2020	17,683.33	OUTSTND	C	0/00/0000
1-00-1099	6/04/2020	DEPOSIT	000001	REGULAR DAILY DEP 6/04/2020	50.00	OUTSTND	C	0/00/0000
1-00-1099	6/04/2020	DEPOSIT	000002	ONLINE PAYMNT 6/04/2020	3.50	OUTSTND	C	0/00/0000
1-00-1099	6/04/2020	DEPOSIT	000003	CASH RECEIPTS	611.80	OUTSTND	M	0/00/0000
1-00-1099	6/04/2020	DEPOSIT	000004	ONLINE PAYMNT 6/04/2020	7,925.80	OUTSTND	C	0/00/0000
1-00-1099	6/04/2020	DEPOSIT	000005	CREDIT CARDS 6/04/2020	707.17	OUTSTND	C	0/00/0000
1-00-1099	6/04/2020	DEPOSIT	000006	CREDIT CARDS 6/04/2020	3,109.31	OUTSTND	C	0/00/0000
1-00-1099	6/04/2020	DEPOSIT	000007	REGULAR DAILY DEP 6/04/2020	9,521.81	OUTSTND	C	0/00/0000
1-00-1099	6/05/2020	DEPOSIT		ONLINE PAYMNT 6/05/2020	10.50	OUTSTND	C	0/00/0000
1-00-1099	6/05/2020	DEPOSIT	000001	CASH RECEIPTS	1,176.70	OUTSTND	M	0/00/0000

COMPANY: 999 - POOLED CASH FUND
 ACCOUNT: 1-00-1099 POOLED CASH
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 6/01/2020 THRU 6/30/2020
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
DEPOSIT:								
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1-00-1099	6/05/2020	DEPOSIT	000003	ONLINE PAYMNT 6/05/2020	8,082.19	OUTSTND	C	0/00/0000
1-00-1099	6/05/2020	DEPOSIT	000004	CREDIT CARDS 6/05/2020	4,604.13	OUTSTND	C	0/00/0000
1-00-1099	6/05/2020	DEPOSIT	000005	REGULAR DAILY DEP 6/05/2020	6,089.68	OUTSTND	C	0/00/0000
1-00-1099	6/05/2020	DEPOSIT	000006	CREDIT CARDS 6/05/2020	2,199.52	OUTSTND	C	0/00/0000
1-00-1099	6/08/2020	DEPOSIT		CREDIT CARDS 6/08/2020	721.68	OUTSTND	C	0/00/0000
1-00-1099	6/08/2020	DEPOSIT	000001	REGULAR DAILY DEP 6/08/2020	78,832.66	OUTSTND	C	0/00/0000
1-00-1099	6/08/2020	DEPOSIT	000002	ONLINE PAYMNT 6/08/2020	10.50	OUTSTND	C	0/00/0000
1-00-1099	6/08/2020	DEPOSIT	000003	CASH RECEIPTS	2,441.80	OUTSTND	M	0/00/0000
1-00-1099	6/08/2020	DEPOSIT	000004	ONLINE PAYMNT 6/08/2020	10,031.51	OUTSTND	C	0/00/0000
1-00-1099	6/08/2020	DEPOSIT	000005	CREDIT CARDS 6/08/2020	1,626.04	OUTSTND	C	0/00/0000
1-00-1099	6/08/2020	DEPOSIT	000006	CREDIT CARDS 6/08/2020	2,153.81	OUTSTND	C	0/00/0000
1-00-1099	6/08/2020	DEPOSIT	000007	REGULAR DAILY DEP 6/08/2020	59,252.97	OUTSTND	C	0/00/0000
1-00-1099	6/09/2020	DEPOSIT		CREDIT CARDS 6/09/2020	943.40	OUTSTND	C	0/00/0000
1-00-1099	6/09/2020	DEPOSIT	000001	REGULAR DAILY DEP 6/09/2020	7,733.77	OUTSTND	C	0/00/0000
1-00-1099	6/09/2020	DEPOSIT	000002	CREDIT CARDS 6/09/2020	509.16	OUTSTND	C	0/00/0000
1-00-1099	6/09/2020	DEPOSIT	000003	ONLINE PAYMNT 6/09/2020	4,351.49	OUTSTND	C	0/00/0000
1-00-1099	6/09/2020	DEPOSIT	000004	CREDIT CARDS 6/09/2020	2,010.96	OUTSTND	C	0/00/0000
1-00-1099	6/09/2020	DEPOSIT	000005	CASH RECEIPTS	576.90	OUTSTND	M	0/00/0000
1-00-1099	6/10/2020	DEPOSIT		ONLINE PAYMNT 6/10/2020	7.00	OUTSTND	C	0/00/0000
1-00-1099	6/10/2020	DEPOSIT	000001	DAILY PAYMENT POSTING	236.65	OUTSTND	U	0/00/0000
1-00-1099	6/10/2020	DEPOSIT	000002	CASH RECEIPTS	1,148.80	OUTSTND	M	0/00/0000
1-00-1099	6/10/2020	DEPOSIT	000003	ONLINE PAYMNT 6/10/2020	6,026.04	OUTSTND	C	0/00/0000
1-00-1099	6/10/2020	DEPOSIT	000004	CREDIT CARDS 6/10/2020	1,502.31	OUTSTND	C	0/00/0000
1-00-1099	6/10/2020	DEPOSIT	000005	REGULAR DAILY DEP 6/10/2020	29,446.15	OUTSTND	C	0/00/0000
1-00-1099	6/10/2020	DEPOSIT	000006	CREDIT CARDS 6/10/2020	3,017.75	OUTSTND	C	0/00/0000
1-00-1099	6/11/2020	DEPOSIT		CREDIT CARDS 6/11/2020	1,545.00	OUTSTND	C	0/00/0000
1-00-1099	6/11/2020	DEPOSIT	000001	REGULAR DAILY DEP 6/11/2020	8,047.63	OUTSTND	C	0/00/0000
1-00-1099	6/11/2020	DEPOSIT	000002	DISCOVERY-OPTUM PPE 06072020	1,488.26CR	OUTSTND	G	0/00/0000
1-00-1099	6/11/2020	DEPOSIT	000003	ONLINE PAYMNT 6/11/2020	3.50	OUTSTND	C	0/00/0000
1-00-1099	6/11/2020	DEPOSIT	000004	CASH RECEIPTS	1,078.90	OUTSTND	M	0/00/0000
1-00-1099	6/11/2020	DEPOSIT	000005	ONLINE PAYMNT 6/11/2020	7,086.54	OUTSTND	C	0/00/0000
1-00-1099	6/11/2020	DEPOSIT	000006	CREDIT CARDS 6/11/2020	587.41	OUTSTND	C	0/00/0000
1-00-1099	6/11/2020	DEPOSIT	000007	CREDIT CARDS 6/11/2020	3,942.61	OUTSTND	C	0/00/0000
1-00-1099	6/11/2020	DEPOSIT	000008	REGULAR DAILY DEP 6/11/2020	6,036.18	OUTSTND	C	0/00/0000
1-00-1099	6/11/2020	DEPOSIT	000009	DAILY PAYMENT POSTING - ADJ	84.69CR	OUTSTND	U	0/00/0000
1-00-1099	6/12/2020	DEPOSIT		ONLINE PAYMNT 6/12/2020	7.00	OUTSTND	C	0/00/0000
1-00-1099	6/12/2020	DEPOSIT	000001	CASH RECEIPTS	2,017.80	OUTSTND	M	0/00/0000
1-00-1099	6/12/2020	DEPOSIT	000002	CREDIT CARDS 6/12/2020	198.44	OUTSTND	C	0/00/0000
1-00-1099	6/12/2020	DEPOSIT	000003	REGULAR DAILY DEP 6/12/2020	17,002.80	OUTSTND	C	0/00/0000
1-00-1099	6/12/2020	DEPOSIT	000004	ONLINE PAYMNT 6/12/2020	11,252.58	OUTSTND	C	0/00/0000
1-00-1099	6/12/2020	DEPOSIT	000005	CREDIT CARDS 6/12/2020	3,890.68	OUTSTND	C	0/00/0000
1-00-1099	6/12/2020	DEPOSIT	000006	REGULAR DAILY DEP 6/12/2020	18,540.68	OUTSTND	C	0/00/0000
1-00-1099	6/12/2020	DEPOSIT	000007	CREDIT CARDS 6/12/2020	3,059.00	OUTSTND	C	0/00/0000

COMPANY: 999 - POOLED CASH FUND
 ACCOUNT: 1-00-1099 POOLED CASH
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 6/01/2020 THRU 6/30/2020
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
DEPOSIT:								
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1-00-1099	6/15/2020	DEPOSIT	000001	CC DRAFT POSTING	19,085.52	OUTSTND	U	0/00/0000
1-00-1099	6/15/2020	DEPOSIT	000002	REGULAR DAILY DEP 6/15/2020	440.00	OUTSTND	C	0/00/0000
1-00-1099	6/15/2020	DEPOSIT	000003	CASH RECEIPTS	495.90	OUTSTND	M	0/00/0000
1-00-1099	6/15/2020	DEPOSIT	000004	CREDIT CARDS 6/15/2020	1,048.28	OUTSTND	C	0/00/0000
1-00-1099	6/15/2020	DEPOSIT	000005	REGULAR DAILY DEP 6/15/2020	210.00	OUTSTND	C	0/00/0000
1-00-1099	6/15/2020	DEPOSIT	000006	ONLINE PAYMNT 6/15/2020	42,726.64	OUTSTND	C	0/00/0000
1-00-1099	6/15/2020	DEPOSIT	000007	CREDIT CARDS 6/15/2020	2,016.40	OUTSTND	C	0/00/0000
1-00-1099	6/15/2020	DEPOSIT	000008	CREDIT CARDS 6/15/2020	11,628.63	OUTSTND	C	0/00/0000
1-00-1099	6/15/2020	DEPOSIT	000009	REGULAR DAILY DEP 6/15/2020	3,241.34	OUTSTND	C	0/00/0000
1-00-1099	6/15/2020	DEPOSIT	000010	CREDIT CARDS 6/15/2020	7,950.35	OUTSTND	C	0/00/0000
1-00-1099	6/15/2020	DEPOSIT	000011	REGULAR DAILY DEP 6/15/2020	2,529.73	OUTSTND	C	0/00/0000
1-00-1099	6/16/2020	DEPOSIT		CREDIT CARDS 6/16/2020	1,475.00	OUTSTND	C	0/00/0000
1-00-1099	6/16/2020	DEPOSIT	000001	REGULAR DAILY DEP 6/16/2020	33,419.09	OUTSTND	C	0/00/0000
1-00-1099	6/16/2020	DEPOSIT	000002	CREDIT CARDS 6/16/2020	4,456.87	OUTSTND	C	0/00/0000
1-00-1099	6/16/2020	DEPOSIT	000003	REGULAR DAILY DEP 6/16/2020	38,337.37	OUTSTND	C	0/00/0000
1-00-1099	6/16/2020	DEPOSIT	000004	ONLINE PAYMNT 6/16/2020	23,759.47	OUTSTND	C	0/00/0000
1-00-1099	6/16/2020	DEPOSIT	000005	CREDIT CARDS 6/16/2020	2,219.22	OUTSTND	C	0/00/0000
1-00-1099	6/16/2020	DEPOSIT	000006	REGULAR DAILY DEP 6/16/2020	32,347.88	OUTSTND	C	0/00/0000
1-00-1099	6/17/2020	DEPOSIT		ONLINE PAYMNT 6/17/2020	7.00	OUTSTND	C	0/00/0000
1-00-1099	6/17/2020	DEPOSIT	000001	CASH RECEIPTS	661.90	OUTSTND	M	0/00/0000
1-00-1099	6/17/2020	DEPOSIT	000002	ONLINE PAYMNT 6/17/2020	5,391.93	OUTSTND	C	0/00/0000
1-00-1099	6/17/2020	DEPOSIT	000003	CREDIT CARDS 6/17/2020	2,441.39	OUTSTND	C	0/00/0000
1-00-1099	6/17/2020	DEPOSIT	000004	REGULAR DAILY DEP 6/17/2020	9,606.72	OUTSTND	C	0/00/0000
1-00-1099	6/17/2020	DEPOSIT	000005	CREDIT CARDS 6/17/2020	759.69	OUTSTND	C	0/00/0000
1-00-1099	6/18/2020	DEPOSIT		CREDIT CARDS 6/18/2020	68,745.10	OUTSTND	C	0/00/0000
1-00-1099	6/18/2020	DEPOSIT	000001	REGULAR DAILY DEP 6/18/2020	15,039.72	OUTSTND	C	0/00/0000
1-00-1099	6/18/2020	DEPOSIT	000002	ONLINE PAYMNT 6/18/2020	3,234.47	OUTSTND	C	0/00/0000
1-00-1099	6/18/2020	DEPOSIT	000003	CREDIT CARDS 6/18/2020	1,853.25	OUTSTND	C	0/00/0000
1-00-1099	6/18/2020	DEPOSIT	000004	REGULAR DAILY DEP 6/18/2020	1,639.78	OUTSTND	C	0/00/0000
1-00-1099	6/18/2020	DEPOSIT	000005	ONLINE PAYMNT 6/18/2020	7.00	OUTSTND	C	0/00/0000
1-00-1099	6/18/2020	DEPOSIT	000006	CASH RECEIPTS	1,268.80	OUTSTND	M	0/00/0000
1-00-1099	6/18/2020	DEPOSIT	000007	CREDIT CARDS 6/18/2020	768.63	OUTSTND	C	0/00/0000
1-00-1099	6/19/2020	DEPOSIT		ONLINE PAYMNT 6/19/2020	3.50	OUTSTND	C	0/00/0000
1-00-1099	6/19/2020	DEPOSIT	000001	CASH RECEIPTS	1,312.50	OUTSTND	M	0/00/0000
1-00-1099	6/19/2020	DEPOSIT	000002	CREDIT CARDS 6/19/2020	1,878.84	OUTSTND	C	0/00/0000
1-00-1099	6/19/2020	DEPOSIT	000003	REGULAR DAILY DEP 6/19/2020	130.00	OUTSTND	C	0/00/0000
1-00-1099	6/19/2020	DEPOSIT	000004	ONLINE PAYMNT 6/19/2020	3,759.82	OUTSTND	C	0/00/0000
1-00-1099	6/19/2020	DEPOSIT	000005	CREDIT CARDS 6/19/2020	3,125.25	OUTSTND	C	0/00/0000
1-00-1099	6/19/2020	DEPOSIT	000006	REGULAR DAILY DEP 6/19/2020	2,693.29	OUTSTND	C	0/00/0000
1-00-1099	6/22/2020	DEPOSIT		REGULAR DAILY DEP 6/22/2020	100.00	OUTSTND	C	0/00/0000
1-00-1099	6/22/2020	DEPOSIT	000001	ONLINE PAYMNT 6/22/2020	17.50	OUTSTND	C	0/00/0000
1-00-1099	6/22/2020	DEPOSIT	000002	CASH RECEIPTS	2,356.70	OUTSTND	M	0/00/0000
1-00-1099	6/22/2020	DEPOSIT	000003	CREDIT CARDS 6/22/2020	260.00	OUTSTND	C	0/00/0000

COMPANY: 999 - POOLED CASH FUND
 ACCOUNT: 1-00-1099 POOLED CASH
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 6/01/2020 THRU 6/30/2020
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
DEPOSIT:								
1-00-1099	6/22/2020	DEPOSIT	000004	ONLINE PAYMNT 6/22/2020	3,265.65	OUTSTND	C	0/00/0000
1-00-1099	6/22/2020	DEPOSIT	000005	CREDIT CARDS 6/22/2020	220.00	OUTSTND	C	0/00/0000
1-00-1099	6/22/2020	DEPOSIT	000006	REGULAR DAILY DEP 6/22/2020	2,335.48	OUTSTND	C	0/00/0000
1-00-1099	6/22/2020	DEPOSIT	000007	CREDIT CARDS 6/22/2020	1,949.23	OUTSTND	C	0/00/0000
1-00-1099	6/23/2020	DEPOSIT		CREDIT CARDS 6/23/2020	1,110.00	OUTSTND	C	0/00/0000
1-00-1099	6/23/2020	DEPOSIT	000001	REGULAR DAILY DEP 6/23/2020	605.00	OUTSTND	C	0/00/0000
1-00-1099	6/23/2020	DEPOSIT	000002	ONLINE PAYMNT 6/23/2020	3.50	OUTSTND	C	0/00/0000
1-00-1099	6/23/2020	DEPOSIT	000003	CASH RECEIPTS	1,010.90	OUTSTND	M	0/00/0000
1-00-1099	6/23/2020	DEPOSIT	000004	CREDIT CARDS 6/23/2020	1,775.73	OUTSTND	C	0/00/0000
1-00-1099	6/23/2020	DEPOSIT	000005	REGULAR DAILY DEP 6/23/2020	2,216.26	OUTSTND	C	0/00/0000
1-00-1099	6/23/2020	DEPOSIT	000006	ONLINE PAYMNT 6/23/2020	906.54	OUTSTND	C	0/00/0000
1-00-1099	6/24/2020	DEPOSIT		DAILY PAYMENT POSTING - ADJ	201.00CR	OUTSTND	U	0/00/0000
1-00-1099	6/24/2020	DEPOSIT	000001	CASH RECEIPTS	799.40	OUTSTND	M	0/00/0000
1-00-1099	6/24/2020	DEPOSIT	000002	CREDIT CARDS 6/24/2020	105.00	OUTSTND	C	0/00/0000
1-00-1099	6/24/2020	DEPOSIT	000003	ONLINE PAYMNT 6/24/2020	1,466.21	OUTSTND	C	0/00/0000
1-00-1099	6/24/2020	DEPOSIT	000004	CREDIT CARDS 6/24/2020	136.78	OUTSTND	C	0/00/0000
1-00-1099	6/24/2020	DEPOSIT	000005	CREDIT CARDS 6/24/2020	528.06	OUTSTND	C	0/00/0000
1-00-1099	6/24/2020	DEPOSIT	000006	REGULAR DAILY DEP 6/24/2020	394.18	OUTSTND	C	0/00/0000
1-00-1099	6/25/2020	DEPOSIT		ONLINE PAYMNT 6/25/2020	14.00	OUTSTND	C	0/00/0000
1-00-1099	6/25/2020	DEPOSIT	000001	DISCOVERY-OPTUM PPE 06.21.2020	1,488.26CR	OUTSTND	G	0/00/0000
1-00-1099	6/25/2020	DEPOSIT	000002	CASH RECEIPTS	2,024.90	OUTSTND	M	0/00/0000
1-00-1099	6/25/2020	DEPOSIT	000003	ONLINE PAYMNT 6/25/2020	1,151.42	OUTSTND	C	0/00/0000
1-00-1099	6/25/2020	DEPOSIT	000004	CREDIT CARDS 6/25/2020	623.12	OUTSTND	C	0/00/0000
1-00-1099	6/25/2020	DEPOSIT	000005	REGULAR DAILY DEP 6/25/2020	118.97	OUTSTND	C	0/00/0000
1-00-1099	6/25/2020	DEPOSIT	000006	CREDIT CARDS 6/25/2020	1,463.88	OUTSTND	C	0/00/0000
1-00-1099	6/25/2020	DEPOSIT	000007	REGULAR DAILY DEP 6/25/2020	10.00	OUTSTND	C	0/00/0000
1-00-1099	6/25/2020	DEPOSIT	000008	CREDIT CARDS 6/25/2020	1,407.12	OUTSTND	C	0/00/0000
1-00-1099	6/25/2020	DEPOSIT	000009	REGULAR DAILY DEP 6/25/2020	2,333.90	OUTSTND	C	0/00/0000
1-00-1099	6/25/2020	DEPOSIT	000010	CREDIT CARDS 6/25/2020	623.12	OUTSTND	C	0/00/0000
1-00-1099	6/25/2020	DEPOSIT	000011	REGULAR DAILY DEP 6/25/2020	118.97	OUTSTND	C	0/00/0000
1-00-1099	6/26/2020	DEPOSIT		CREDIT CARDS 6/26/2020	42,085.83	OUTSTND	C	0/00/0000
1-00-1099	6/26/2020	DEPOSIT	000001	REGULAR DAILY DEP 6/26/2020	25,054.57	OUTSTND	C	0/00/0000
1-00-1099	6/26/2020	DEPOSIT	000002	CREDIT CARDS 6/26/2020	978.30	OUTSTND	C	0/00/0000
1-00-1099	6/26/2020	DEPOSIT	000003	REGULAR DAILY DEP 6/26/2020	1,110.73	OUTSTND	C	0/00/0000
1-00-1099	6/26/2020	DEPOSIT	000004	ONLINE PAYMNT 6/26/2020	1,710.95	OUTSTND	C	0/00/0000
1-00-1099	6/26/2020	DEPOSIT	000005	CREDIT CARDS 6/26/2020	1,384.07	OUTSTND	C	0/00/0000
1-00-1099	6/29/2020	DEPOSIT		CREDIT CARDS 6/29/2020	1,242.76	OUTSTND	C	0/00/0000
1-00-1099	6/29/2020	DEPOSIT	000001	REGULAR DAILY DEP 6/29/2020	600.00	OUTSTND	C	0/00/0000
1-00-1099	6/29/2020	DEPOSIT	000002	ONLINE PAYMNT 6/29/2020	24.50	OUTSTND	C	0/00/0000
1-00-1099	6/29/2020	DEPOSIT	000003	CASH RECEIPTS	3,351.80	OUTSTND	M	0/00/0000
1-00-1099	6/29/2020	DEPOSIT	000004	ONLINE PAYMNT 6/29/2020	7,964.64	OUTSTND	C	0/00/0000
1-00-1099	6/29/2020	DEPOSIT	000005	CREDIT CARDS 6/29/2020	1,666.40	OUTSTND	C	0/00/0000
1-00-1099	6/29/2020	DEPOSIT	000006	REGULAR DAILY DEP 6/29/2020	3,827.32	OUTSTND	C	0/00/0000
1-00-1099	6/30/2020	DEPOSIT		REGULAR DAILY DEP 6/30/2020	45,662.53	OUTSTND	C	0/00/0000

COMPANY: 999 - POOLED CASH FUND
 ACCOUNT: 1-00-1099 POOLED CASH
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 6/01/2020 THRU 6/30/2020
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
DEPOSIT:								
1-00-1099	6/30/2020	DEPOSIT	000001	ONLINE PAYMNT 6/30/2020	3.50	OUTSTND	C	0/00/0000
1-00-1099	6/30/2020	DEPOSIT	000002	CASH RECEIPTS	1,373.30	OUTSTND	M	0/00/0000
1-00-1099	6/30/2020	DEPOSIT	000003	ONLINE PAYMNT 6/30/2020	7,159.01	OUTSTND	C	0/00/0000
1-00-1099	6/30/2020	DEPOSIT	000004	CREDIT CARDS 6/30/2020	330.38	OUTSTND	C	0/00/0000
1-00-1099	6/30/2020	DEPOSIT	000005	CREDIT CARDS 6/30/2020	4,265.38	OUTSTND	C	0/00/0000
1-00-1099	6/30/2020	DEPOSIT	000006	REGULAR DAILY DEP 6/30/2020	1,957.03	OUTSTND	C	0/00/0000

MISCELLANEOUS:								
1-00-1099	6/01/2020	MISC.		CASH REFUNDS	728.00CR	OUTSTND	M	0/00/0000
1-00-1099	6/11/2020	MISC.		PAYROLL DIRECT DEPOSIT	115,749.86CR	OUTSTND	P	0/00/0000
1-00-1099	6/25/2020	MISC.		PAYROLL DIRECT DEPOSIT	129,271.50CR	OUTSTND	P	0/00/0000

TOTALS FOR ACCOUNT 1-00-109	CHECK	TOTAL:	963,032.36CR
	DEPOSIT	TOTAL:	1,101,934.47
	INTEREST	TOTAL:	0.00
	MISCELLANEOUS	TOTAL:	245,749.36CR
	SERVICE CHARGE	TOTAL:	0.00
	EFT	TOTAL:	0.00
	BANK-DRAFT	TOTAL:	89,720.70CR

TOTALS FOR POOLED CASH FUND	CHECK	TOTAL:	963,032.36CR
	DEPOSIT	TOTAL:	1,101,934.47
	INTEREST	TOTAL:	0.00
	MISCELLANEOUS	TOTAL:	245,749.36CR
	SERVICE CHARGE	TOTAL:	0.00
	EFT	TOTAL:	0.00
	BANK-DRAFT	TOTAL:	89,720.70CR

CITY OF GLENN HEIGHTS

JUNE 2020 OVERTIME REPORT

FIRE

EMP NO#	----- NAME -----	HOURS	AMOUNT
01-XXXX	CAPTAIN FIRE	4	135.3
01-XXXX	FIREFIGHTER/PARAMEDIC	4	104.88
01-XXXX	DRIVER/EMT	76	2,317.62
01-XXXX	FIREFIGHTER/PARAMEDIC	28	816.73
01-XXXX	FIRE FIGHTER/ EMT	28	690.23
01-XXXX	FIREFIGHTER/PARAMEDIC	7	183.54
01-XXXX	FIRE FIGHTER/ EMT	52	1,451.06
	*** DEPARTMENT TOTALS ***	199	5699.36

*** BUILT IN OVERTIME, SHIFT COVERAGE, AND SPECIAL EVENT.

POLICE

EMP NO#	----- NAME -----	HOURS	AMOUNT
01-XXXX	POLICE SERGEANT	9	442.49
01-XXXX	POLICE OFFICER	13.5	562.25
01-XXXX	POLICE OFFICER	13.5	490.05
01-XXXX	POLICE OFFICER	3	108.9
01-XXXX	POLICE SERGEANT	4	197.22
01-XXXX	DETECTIVE	1	36.47
01-XXXX	COMMUNICATIONS OFFICER	2	53.65
01-XXXX	POLICE OFFICER	1	36.3
01-XXXX	POLICE OFFICER	6	218.42
01-XXXX	ANIMAL CONTROL OFFICER	4	109.44
01-XXXX	POLICE OFFICER II	2.5	92.92
01-XXXX	COMMUNICATIONS OFFICER	2.5	67.06
01-XXXX	COMMUNICATIONS OFFICER	2	52.35
01-XXXX	POLICE OFFICER	14	477.75
01-XXXX	POLICE SERGEANT	11	536.64
	*** DEPARTMENT TOTALS ***	89	3,481.91

***LATE CALLS, REPORTS, ARRESTS,
*** COVERAGE FOR PATROL DUE TO FIVE VACANCIES

STREETS

EMP NO#	----- NAME -----	HOURS	AMOUNT
01-XXXX	UTILITY WORKER III	8	218.88
	*** DEPARTMENT TOTALS ***	8	218.88

***SEWER BACKUP AT THE LIFT STATION, RESET LIFT STATION
AND WELL READS

UTILITY ADMINISTRATION

EMP NO#	----- NAME -----	HOURS	AMOUNT
01-XXXX	UTILITY BILLING SUPERVISOR	1.5	50.29
	*** DEPARTMENT TOTALS ***	1.5	50.29

*** COMING TO THE OFFICE TO CHECK THE DROP BOX DURING DUE
DATE.

METER SERVICES

EMP NO#	----- NAME -----	HOURS	AMOUNT
01-XXXX	METER SERVICES COORDINATOR	13	375.18
01-XXXX	METER READER	5	125.55
	*** DEPARTMENT TOTALS ***	18	500.73

*** SEWER BACKUP, WELL READS, ISSUES AT THE NW PUMP STATION AND
RESET ORANGE FENCE BARRIER KNOCKED DOWN FROM HEAVY RAIN AND
FLOODING

***EMERGENCY CUT OFFS, METER SET FOR MOBILE PARK; SET OUT TABLES
AND CHAIRS AT COMMUNITY PARK FOR COVID-19 EVENT

WATER OPERATIONS

EMP NO#	----- NAME -----	HOURS	AMOUNT
01-XXXX	UTILITY WORKER III	4	113.82
01-XXXX	UTILITIES SUPERVISOR	7	241.5
	*** DEPARTMENT TOTALS ***	11	355.32

*** WELL READS AND NW PUMP ISSUES CITYWIDE

WASTEWATER OPERATIONS

EMP NO#	----- NAME -----	HOURS	AMOUNT
01-XXXX	UTILITY WORKER I	5	120.68
	*** DEPARTMENT TOTALS ***	5	120.68

*** SEWER BACKUP AND RESET ORANGE FENCE BARRIERS KNOCKED DOWN FROM HEAVY RAIN AND FLOODING

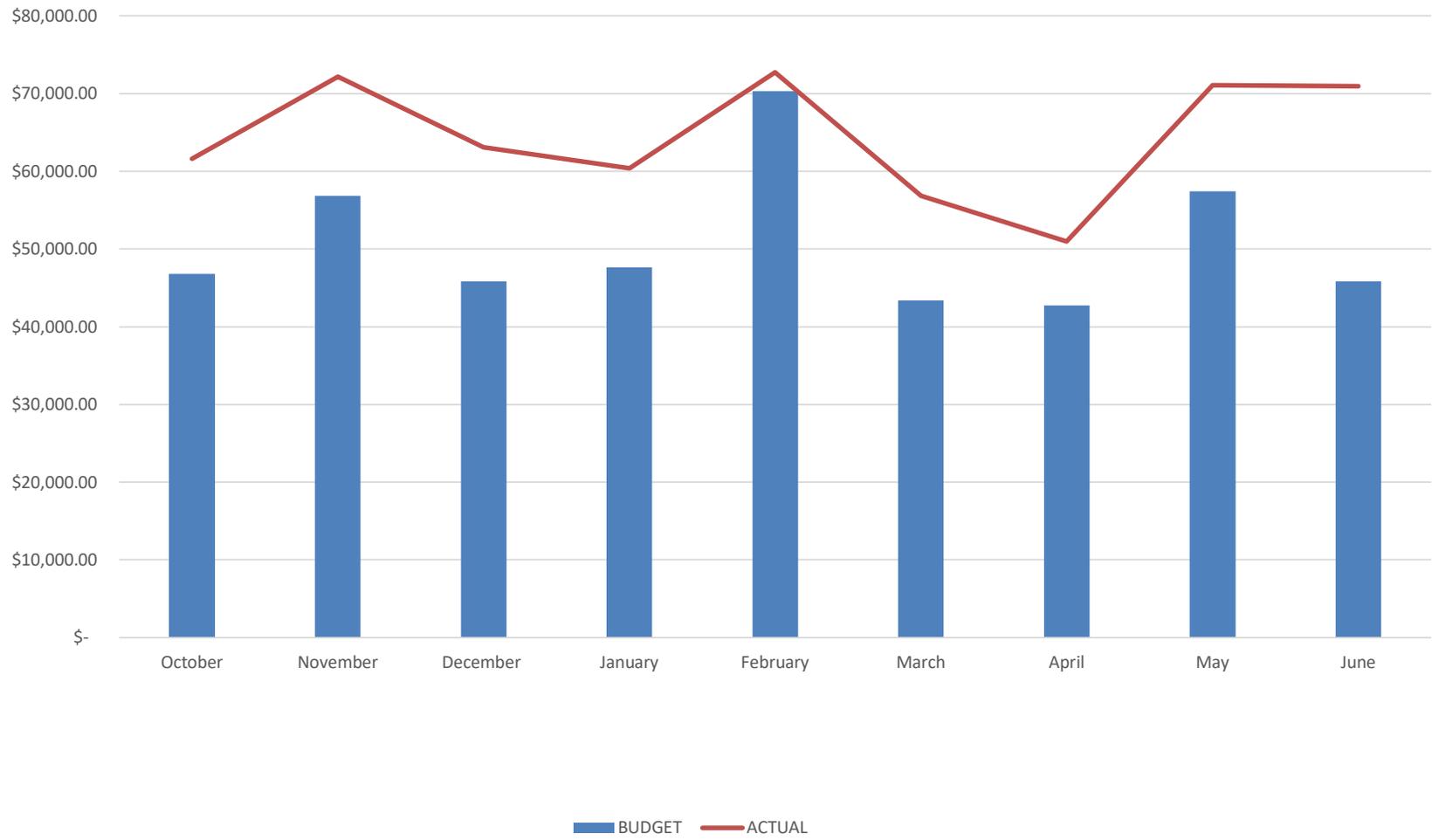
STORM MANAGEMENT

EMP NO#	----- NAME -----	HOURS	AMOUNT
01-XXXX	UTILITY WORKER III	1	30.36
	*** DEPARTMENT TOTALS ***	1	30.36

***FINALIZING CLEANUP ON AN ABATEMENT

	*** REPORT TOTALS ***	332.5	10,457.53
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City Glenn Heights Comparison of Budgeted Sales Tax to Actual



CITY OF GLENN HEIGHTS
SALES TAX COMPARISON

COMPARISON BY FISCAL YEAR

	FY 2015 ACTUAL	FY 2016 ACTUAL	FY 2017 ACTUAL	FY 2018 ACTUAL	FY 2019 ACTUAL	FY 2020 ACTUAL	VARIANCE OVER PRIOR YEAR
October	\$ 37,028	\$ 39,446	\$ 39,644	\$ 43,975	\$ 52,935	\$ 61,578	\$ 8,643
November	45,456	49,026	47,765	\$ 50,405	\$ 60,796	\$ 72,164	\$ 11,368
December	36,135	45,898	39,854	\$ 40,448	\$ 52,236	\$ 63,081	\$ 10,845
January	51,711	42,222	41,161	\$ 42,038	\$ 52,635	\$ 60,379	\$ 7,744
February	57,902	58,973	60,600	\$ 62,223	\$ 71,245	\$ 72,723	\$ 1,478
March	36,403	39,440	38,032	\$ 42,244	\$ 49,150	\$ 56,841	\$ 7,691
April	33,153	37,811	37,039	\$ 38,911	\$ 55,816	\$ 50,968	\$ (4,848)
May	50,661	53,802	49,487	\$ 58,889	\$ 68,698	\$ 71,075	\$ 2,377
June	36,412	40,130	39,458	\$ 44,033	\$ 52,828	\$ 70,923	\$ 18,095
July	37,885	39,712	41,256	\$ 48,253	\$ 53,224		\$ -
August	46,959	36,756	46,502	\$ 58,556	\$ 62,521		\$ -
September	40,227	42,273	45,483	\$ 48,396	\$ 60,332		\$ -
	<u>\$ 509,931</u>	<u>\$ 525,490</u>	<u>\$ 526,281</u>	<u>\$ 578,371</u>	<u>\$ 692,416</u>	<u>\$ 579,732</u>	<u>\$ 63,393</u>

COMPARISON TO CURRENT YEAR BUDGET

	*FY 2020 BUDGET	FY 2020 ACTUAL	VARIANCE	
October	\$ 46,802.60	\$ 61,578.24	\$ 14,776	
November	\$ 56,823.00	\$ 72,163.53	\$ 15,341	
December	\$ 45,825.00	\$ 63,080.81	\$ 17,256	
January	\$ 47,658.00	\$ 60,379.42	\$ 12,721	
February	\$ 70,265.00	\$ 72,722.84	\$ 2,458	
March	\$ 43,381.00	\$ 56,841.13	\$ 13,460	
April	\$ 42,770.00	\$ 50,968.00	\$ 8,198	
May	\$ 57,434.00	\$ 71,074.78	\$ 13,641	1.237503569
June	\$ 45,825.00	\$ 70,923.15	\$ 25,098	1.547695581
July	\$ 47,658.00		\$ -	
August	\$ 53,768.00		\$ -	
September	\$ 52,790.40		\$ -	
	<u>\$611,000.00</u>	<u>\$579,731.90</u>	<u>\$ 122,948.30</u>	

* FY 2020 Budget column based on last year's percentage collection by month. Sales tax collection has historically been based on seasonal trends

