



City of Glenn Heights City  
Council Meeting Agenda  
Packet

October 6, 2020

Meeting starts at 7:00 P.M.



**NOTICE AND AGENDA  
CITY COUNCIL  
TUESDAY, OCTOBER 6, 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 via 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, October 6, 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 Ron Adams

**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](mailto:brandi.brown@glennheightstx.gov), no later than **6:00 P.M. on October 6, 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).

## **PROCLAMATIONS**

- Breast Cancer Awareness Month, October 2020
- National Domestic Violence Awareness Month, October 2020
- National Walk to End Alzheimer's Month, October 2020
- Fire Prevention Week, October 4-10, 2020

## **CONSENT AGENDA**

1. Discuss and take action to approve the City Council Meeting Minutes of the September 15, 2020, Regular Called City Council Meeting. (Brandi Brown, City Secretary)
2. Discuss and take action to adjust the start time of the October 20, 2020, Regular City Council Meeting to 7:30 P.M. due to early voting for the Joint and General Election. (Brandi Brown, City Secretary)
3. Discuss and take action to reschedule the November 3, 2020, Regular City Council Meeting to November 10, 2020, due to the Joint and General Election. (Brandi Brown, City Secretary)
4. Discuss and take action on Resolution R-37-20, a Resolution of the City Council of the City of Glenn Heights, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2020 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attached Exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached Exhibit regarding amortization of regulatory liability; requiring the company to reimburse ACSC's reasonable ratemaking expenses; determining that this Resolution was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this Resolution to the Company and the ACSC's legal counsel. (Phillip Conner, Finance Director)
5. Discuss and take action authorizing the City Manager to expend an amount not to exceed ONE HUNDRED SEVENTY-EIGHT THOUSAND DOLLARS (\$178,000) from the IT Telecommunications Expense Account 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)

## AGENDA

1. Discuss and take action on the renderings of the social justice art project and authorizing the expenditure of an amount not to exceed \$10,000 to be appropriated from the General Fund Reserves. (Lauren Lewis, Community Engagement Administrator)

If you would like to provide testimony during a “**Public Hearing**” portion of the meeting, please email Brandi Brown, City Secretary, at [brandi.brown@glennheightstx.gov](mailto:brandi.brown@glennheightstx.gov), no later than **6:00 P.M. on October 6, 2020**. Please include the following information in your email:

- Name
- Address
- Email Address and Phone Number
- Agenda Item (Item 2, 4, 6, or 8)

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).

2. Public hearing to receive testimony concerning a Site Plan by Aaron Blake and Harvest Family Life Ministries on behalf of Harvest Hill Family Church for a church. The 6.037-acre property is situated in the Samuel Clark Survey, Abstract No. 249 and is zoned Single-Family 1 (SF-1) with a null and void SUP for Fresh Start Community Church. The property address is 1800 South Hampton Road, Glenn Heights, Dallas County, Texas. The land is currently developed with an unfinished structure. The applicant proposes to complete the construction of this structure and develop the remainder of the property in accordance with the City’s Zoning Ordinance requirements for churches. (Marlon Goff, Interim Planning & Development Director)
3. Discuss and take action on a Site Plan by Aaron Blake and Harvest Family Life Ministries on behalf of Harvest Hill Family Church for a church. The 6.037-acre property is situated in the Samuel Clark Survey, Abstract No. 249 and is zoned Single-Family 1 (SF-1) with a null and void SUP for Fresh Start Community Church. The property address is 1800 South Hampton Road, Glenn Heights, Dallas County, Texas. The land is currently developed with an unfinished structure. The applicant proposes to complete the construction of this structure and develop the remainder of the property in accordance with the City’s Zoning Ordinance requirements for churches. (Marlon Goff, Interim Planning & Development Director)
4. Public hearing to receive testimony concerning Ordinance O-11-20, an Ordinance of the City Council of the City of Glenn Heights, as heretofore

amended by granting a change of 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 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) for each offense; and providing for an effective date. (Marlon Goff, Interim Planning & Development Director)

5. Discuss and first reading of Ordinance O-11-20, an Ordinance of the City Council of the City of Glenn Heights, as heretofore amended by granting a change of 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 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) for each offense; and providing for an effective date. (First Reading) (Marlon Goff, Interim Planning & Development Director)
6. Public hearing to receive testimony concerning Ordinance O-19-20, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Glenn Heights, as heretofore amended by granting a change in zoning by granting a Specific Use Permit with special conditions to allow for the construction and agricultural use of an accessory structure with a floor area of approximately 2,700 square feet on land zoned Single Family-1 ("SF-1") and being an approximately 0.996-acre tract described as Lot 6, Block C of Morgan Heights, more commonly known as 705 Barton Avenue, Glenn Heights, Dallas county, Texas and being more particularly described and depicted in Exhibit "A" attached hereto; providing for approval of the site plan attached hereto as Exhibit "B"; providing for approval of the elevations attached hereto

as Exhibit “C”; providing a conflicts clause; providing a severability clause; and providing an effective date. (Marlon Goff, Interim Planning & Development Director)

7. Discuss and first reading of Ordinance O-19-20, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Glenn Heights, as heretofore amended by granting a change in zoning by granting a Specific Use Permit with special conditions to allow for the construction and agricultural use of an accessory structure with a floor area of approximately 2,700 square feet on land zoned Single Family-1 (“SF-1”) and being an approximately 0.996-acre tract described as Lot 6, Block C of Morgan Heights, more commonly known as 705 Barton Avenue, Glenn Heights, Dallas county, Texas and being more particularly described and depicted in Exhibit “A” attached hereto; providing for approval of the site plan attached hereto as Exhibit “B”; providing for approval of the elevations attached hereto as Exhibit “C”; providing a conflicts clause; providing a severability clause; and providing an effective date. (First Reading) (Marlon Goff, Interim Planning & Development Director)
8. Public hearing to receive testimony concerning Ordinance O-20-20, an Ordinance of the City Council of the City of Glenn Heights, Texas amending, the Comprehensive Zoning Ordinance and Map of the City of Glenn Heights, as heretofore amended by granting a change in zoning by granting a Specific Use Permit with special conditions to allow for the construction and use of a temporary concrete batching plant on land zoned Planned Development-22, Single Family-3 (“PD-22, SF-3”) and being an approximately 39.128-acre tract described as all of Maplewood Phase 2A, more commonly known as 1945 Hampton Road, Glenn Heights, Dallas County, Texas and being more particularly described and depicted in Exhibit “A” attached hereto; providing for approval of the site plan attached hereto as Exhibit “B”; providing for approval of the process flow diagram attached hereto as Exhibit “C”; providing a conflicts clause; providing a severability clause; and providing an effective date. (Marlon Goff, Interim Planning & Development Director)
9. Discuss and first reading of Ordinance O-20-20, an Ordinance of the City Council of the City of Glenn Heights, Texas amending, the Comprehensive Zoning Ordinance and Map of the City of Glenn Heights, as heretofore amended by granting a change in zoning by granting a Specific Use Permit with special conditions to allow for the construction and use of a temporary concrete batching plant on land zoned Planned Development-22, Single Family-3 (“PD-22, SF-3”) and being an approximately 39.128-acre tract described as all of Maplewood Phase 2A, more commonly known as 1945 Hampton Road, Glenn Heights, Dallas County, Texas and being more particularly described and depicted in Exhibit “A” attached hereto; providing for approval of the site plan attached hereto as Exhibit “B”; providing for approval of the process flow diagram attached hereto as Exhibit “C”; providing

a conflicts clause; providing a severability clause; and providing an effective date. (First Reading) (Marlon Goff, Interim Planning & Development Director)

10. August 2020 Financial Report. (Phillip Conner, Finance Director)

11. Discuss and take action on Resolution R-38-20, a Resolution of the City Council of the City of Glenn Heights, Texas, accepting the Resignation of Council Member Jeremy Woods, Sr., Place 3, and declaring a vacancy in the Office of Council Member Place 3 of the City of Glenn Heights; and providing an effective date. (Council Member Jeremy Woods, Sr.)

### **ADJOURNMENT**

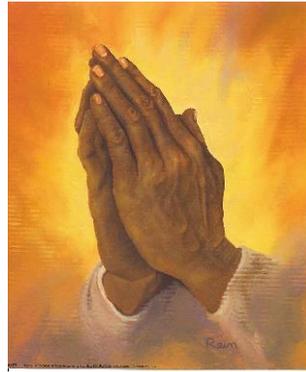
In accordance with the Americans with Disabilities Act, If you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodations, please contact the City Secretary at least 48 hours in advance of the event at 972-223-1690 ext. 125 or email [brandi.brown@glennheightstx.gov](mailto: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, October 2, 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.

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Brandi Brown, City Secretary

# Invocation



Council Member Ron Adams





PROCLAMATION SUMMARY SHEET  
OCTOBER 6, 2020

- Breast Cancer Awareness Month, October 2020
- National Domestic Violence Awareness Month, October 2020
- National Walk to End Alzheimer's Month, October 2020
- Fire Prevention Week, October 4-10, 2020

# PROCLAMATION



**Office of the Mayor • City of Glenn Heights**

**Breast Cancer Awareness Month  
October 2020**

**WHEREAS,** during National Breast Cancer Awareness Month, our City honors the courage and strength of the over 3.4 million Americans who are battling this terrible disease and remembers loved ones whose lives have been affected by breast cancer. In memory of those we have lost, we pledge to never waver from our ongoing search for effective and innovative medical advancements to treat and prevent this disease; and

**WHEREAS,** in the United States, more than 268,000 women and approximately 2,600 men are diagnosed with breast cancer annually. While deaths from breast cancer have declined over time, it remains the second most common form of cancer and the second leading cause of cancer death overall among American women, with a staggering 41,000 lives lost each year. For this reason, I urge all residents, especially those who have a family history or may be at increased risk, to consult with their healthcare providers about the individual likelihood of developing breast cancer; and

**WHEREAS,** this month, and throughout the year, we join together in support of our fellow Americans diagnosed with breast cancer, those who are in remission, and those who have lost loved ones to this disease. We also commend the skilled medical professionals and dedicated researchers who provide quality treatment and care to women and men across our country. As one Nation, we will continue to strive for a future in which every American may enjoy a long and healthy life, free from the threat of cancer.

**NOW, THEREFORE, I, Harry A. Garrett,** Mayor of the City of Glenn Heights, Texas, do hereby proclaim October 2020 as **National Breast Cancer Awareness Month**. I encourage citizens and other interested groups to increase awareness of how Americans can fight breast cancer.

**IN WITNESS WHEREOF,** I have hereunto set my hand this sixth day of October in the year of our Lord two thousand twenty.

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Harry A. Garrett, Mayor  
Glenn Heights, Dallas County, Texas

# PROCLAMATION



**Office of the Mayor • City of Glenn Heights**

**National Domestic Violence Awareness Month  
October 2020**

**WHEREAS,** domestic violence poisons relationships, destroys lives, and shatters the bedrock of our society – the family. Homes should be places of comfort and stability where love and mutual respect thrive. Domestic violence erodes this environment, leaving many Americans in potentially life-threatening situations. As a City, we must resolve to have zero tolerance for acts of domestic violence. During National Domestic Violence Awareness Month, we reaffirm our steadfast commitment to empowering survivors and ending this deeply destructive abuse; and

**WHEREAS,** domestic violence affects Americans regardless of income, race, gender, or socioeconomic status. Still, women make up a disproportionately higher number of victims of domestic violence, with nearly half of female homicide victims killed by a current or former male partner. Each of us has a duty to speak out against these crimes and to make every effort to prevent such tragedies from occurring. Together, we can ensure those who have suffered at the hands of abusers receive needed care and support, and we can protect potential victims from future abuse; and

**WHEREAS,** this month, we strengthen our resolve to ensure homes are places of refuge, comfort, and protection – and not places of fear and abuse. We renew our commitment to support and protect victims, hold perpetrators accountable, and prevent violence before it starts. We strive to eliminate domestic violence in all its horrific forms in order to sustain the hope of a better life for victims and to foster safer homes and relationships for all Americans.

**NOW, THEREFORE, I, Harry A. Garrett,** Mayor of the City of Glenn Heights, Texas, do hereby proclaim October 2020 as **National Domestic Violence Awareness Month**. I call upon all residents to stand firm in condemning domestic violence and supporting survivors of these crimes in finding the safety and recovery they need. I also call upon all residents to support, recognize, and trust in the efforts of law enforcement, and public health and social services providers, who hold offenders accountable, protect victims of crime, and prevent future violence.

**IN WITNESS WHEREOF,** I have hereunto set my hand this sixth day of October in the year of our Lord two thousand twenty.

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Harry A. Garrett, Mayor  
Glenn Heights, Dallas County, Texas

# PROCLAMATION



Office of the Mayor • City of Glenn Heights

National Walk to End Alzheimer's Month  
October 2020



**WHEREAS**, approximately 400,000 Texans are affected by Alzheimer's disease; and

**WHEREAS**, Texas ranks fourth in the number of Alzheimer's disease cases and second in the number of Alzheimer's disease deaths; and

**WHEREAS**, the Alzheimer's Association is the leading voluntary health organization in Alzheimer's care, support and research. The Alzheimer's Association's Mission is to eliminate Alzheimer's disease through the advancement of research, to provide care and enhance support for all affected, and to reduce the risk of dementia through the promotion of brain health.

**NOW, THEREFORE, I, Harry A. Garrett**, Mayor of the City of Glenn Heights, Texas, do hereby proclaim October 2020 as **National Walk to End Alzheimer's Month** in the City of Glenn Heights, Texas, and I urge all citizens to recognize the contributions of the Alzheimer's Association in fighting against this disease. I also encourage all residents to locate an Area Team or create one and walk in unison to show support for this cause. To find a local walk and to learn more about Walk to End Alzheimer's Month, you may visit [act.alz.org](http://act.alz.org).

**IN WITNESS WHEREOF**, I have hereunto set my hand this sixth day of October in the year of our Lord two thousand twenty.

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Harry A. Garrett, Mayor  
Glenn Heights, Dallas County, Texas

# PROCLAMATION



Office of the Mayor • City of Glenn Heights

Fire Prevention Week  
October 4-10, 2020



**FIRE  
PREVENTION  
WEEK™**

**WHEREAS,** the City of Glenn Heights is committed to ensuring the safety and security of all those living in and visiting our City. The 2020 Fire Prevention Week theme, “Serve Up Fire Safety in the Kitchen!!” effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires; and

**WHEREAS,** fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire. According to the National Fire Protection Association, fire departments in the United States responded to 357,000 home fires in 2017, and cooking was the leading cause of those fires – two in every five home fires start in the kitchen, with 31% of these fires resulting from unattended cooking; and

**WHEREAS,** proper planning saves lives. Residents who have planned and practiced a home fire escape plan are more prepared and will be more likely to survive a fire; and

**WHEREAS,** Glenn Heights’ first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education, residents should also be responsive to public education measures and take personal steps to increase their safety from fire, especially in their homes.

**NOW, THEREFORE, I, Harry A. Garrett,** Mayor of the City of Glenn Heights, Texas, do hereby proclaim October 4-10, 2020, as **Fire Prevention Week**. I urge all residents to check their kitchens for fire hazards and to use safe cooking practices during Fire Prevention Week 2020.

**IN WITNESS WHEREOF,** I have hereunto set my hand this sixth day of October in the year of our Lord two thousand twenty.

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Harry A. Garrett, Mayor  
Glenn Heights, Dallas County, Texas



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

**SEPTEMBER 15, 2020**

**STATE OF TEXAS** \*  
**COUNTIES OF DALLAS AND ELLIS** \*  
**CITY OF GLENN HEIGHTS** \*

On the 15<sup>th</sup> day of September 2020, the City Council of the City of Glenn Heights, Texas, met in a Regular Called City Council Meeting at Harvest of Praise Ministry, Sanctuary, 2603 South Hampton Road, Glenn Heights, Texas, 75154 and 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	*	Interim Planning and Development Director
Byron Hardy	*	IT Administrator
Lauren Lewis	*	Community Engagement Administrator
Jaynice Porter-Brathwaite	*	Human Resources Director

**CONSULTANT:**

Victoria Thomas	*	City Attorney's Office
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**CALL TO ORDER**

Mayor Harry A. Garrett called the City Council Meeting to order at 7:10 P.M., with a quorum of the City Council present.

**INVOCATION**

Pastor Kevin Taylor, Harvest of Praise Ministry, delivered the Invocation.

**PLEDGE OF ALLEGIANCE**

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

## **PUBLIC COMMENT**

Brenda Sanford, 504 Shawnee Road, Red Oak, Texas – Mrs. Sanford introduced herself as the Superintendent of Red Oak ISD and presented Council with Red Oak ISD spirit wear.

Council Member Machanta Newson made a motion to move Agenda item 4 to Agenda item 1, Agenda item 5 to Agenda item 2, Agenda item 6 to Agenda item 3, Agenda item 7 to Agenda item 4, Agenda item 8 to Agenda item 5, Agenda item 9 to Agenda item 6, and Agenda item 10 to Agenda item 7. Mayor Pro Tem Sonja A. Brown made the second. The motion carried with the following vote:

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

## **PROCLAMATIONS**

Mayor Harry A. Garrett read the following Proclamations:

- Constitution Week, September 17-23, 2020  
Pat Wilson, Daughter's of the American Revolution, Chair of Constitution Week, was present via video conference. She thanked Mayor Garrett for reading the Proclamation into record and read a Certificate of Acknowledgement to the City of Glenn Heights.
- National Hispanic Heritage Month, September 15, 2020 – October 15, 2020

## **CONSENT AGENDA**

1. Discuss and take action to approve the City Council Meeting Minutes of the September 1, 2020, Regular called City Council Meeting. (Brandi Brown, City Secretary)
2. Discuss and take action to approve the City Council Meeting Minutes of the September 8, 2020, Special Called City Council Meeting. (Brandi Brown, City Secretary)
3. Discuss and take action authorizing the City Manager to open a checking account at Prosperity Bank for the purpose of segregating funds received for Public, Educational and Governmental (P.E.G) programming. (Phillip Conner, Finance Director)

Mayor Pro Tem Sonja A. Brown made a motion to approve Consent Agenda items 1-3. Council Member Machanta Newson made the second. The motion carried with the following vote:

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

## **AGENDA**

4. Public Hearing to receive testimony regarding the Proposed Fiscal Year 2020-2021 Budget.

Mayor Pro Tem Sonja A. Brown made a motion to open the Public Hearing. Council Member Machanta Newson made the second. The motion carried with the following vote:

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

Dr. Robert Ransburg, 1007 Wellington Drive, Glenn Heights, Texas – Mr. Ransburg provided testimony related to water utility billing, announcements placed on water utility bills, and the condition and smell of City water, and asked if the citizens of Glenn Heights would see relief in the cost of water utility services. He also expressed that City funds had been allocated for specific City improvements but had seen none.

Mayor Pro Tem Sonja A. Brown made a motion to close the Public Hearing. Council Member Machanta Newson made the second. The motion carried with the following vote:

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

5. Discuss and take action to approve Ordinance O-12-20, an Ordinance of the City Council of the City of Glenn Heights, Texas, adopting the Budget for Fiscal Year beginning October 1, 2020 and ending September 30, 2021; providing that expenditures for said Fiscal Year shall be made in accordance with said Budget; appropriating and setting aside the necessary funds out of the general and other revenues for said Fiscal Year for the maintenance and operation of the various departments and for various activities and improvements of the City; providing a repealing clause; providing a severability clause; and providing an effective date. (Second Reading) (Record Vote)

David Hall, City Manager, introduced this item and completed a presentation regarding the Tax Rate, General Fund Revenues and Balance, Expenditures, the Water/Sewer Fund, Debt and Special Funds, and other Budget considerations. Mr. Hall also answered Council's questions related to funding retirement benefits, repaving roads and construction, and the difference between a Parks Master Plan and Parks Master Plan implementation.

Mayor Pro Tem Sonja A. Brown made a motion to approve Ordinance O-12-20, an Ordinance of the City Council of the City of Glenn Heights, Texas, adopting the Budget for Fiscal Year beginning October 1, 2020 and ending September 30, 2021; providing that expenditures for said Fiscal Year shall be made in accordance with said Budget; appropriating and setting aside the necessary funds out of the general and other revenues for said Fiscal Year for the maintenance and operation of the various departments and for various activities and improvements of the City; providing a

repealing clause; providing a severability clause; and providing an effective date.. Council Member Machanta Newson made the second. The motion carried with the following record vote:

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

Mayor Harry A. Garrett	Aye
Mayor Pro Tem Sonja A. Brown, Place 1	Aye
Council Member Emma Ipaye, Place 2	Aye
Council Member Jeremy Woods, Sr., Place 3	Aye
Council Member Ron Adams, Place 4	Aye
Council Member Shaunte L. Allen, Place 5	Aye
Council Member Machanta Newson, Place 6	Aye

6. Public Hearing to receive testimony regarding the Proposed Property Tax Rate for 2020.

Mayor Pro Tem Sonja A. Brown made a motion to open the Public Hearing. Council Member Machanta Newson made the second. The motion carried with the following vote:

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

Mayor Pro Tem Sonja A. Brown made a motion to close the Public Hearing. Council Member Machanta Newson made the second. The motion carried with the following vote:

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

7. Discuss and take action to approve Resolution R-25-20, a Resolution of the City Council of the City of Glenn Heights, Texas, ratifying the Property Tax Increase reflected in the 2020-2021 Fiscal Year Budget; and providing an effective date. (Record Vote)

Phillip Conner, Finance Director, introduced this item to Council. He explained that the Property Tax rate reflected in the 2020-2021 Fiscal Year Budget is a decrease from the previous year and that the City does not set property values.

Mayor Pro Tem Sonja A. Brown made a motion to approve Resolution R-25-20, a Resolution of the City Council of the City of Glenn Heights, Texas, ratifying the Property Tax Increase reflected in the 2020-2021 Fiscal Year Budget; and providing an effective date. Council Member Emma Ipaye made the second. The motion carried with the following record vote:

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

Mayor Harry A. Garrett	Aye
Mayor Pro Tem Sonja A. Brown, Place 1	Aye
Council Member Emma Ipaye, Place 2	Aye
Council Member Jeremy Woods, Sr., Place 3	Aye
Council Member Ron Adams, Place 4	Aye
Council Member Shaunte L. Allen, Place 5	Aye
Council Member Machanta Newson, Place 6	Aye

8. Discuss and take action to approve Ordinance O-13-20, an Ordinance of the City Council of the City of Glenn Heights, Texas, adopting and levying ad valorem taxes for the year 2020 (Fiscal Year 2020 - 2021) at a rate of \$0.804430 per one hundred dollars (\$100) assessed valuation on all taxable property within the corporate limits of the City of Glenn Heights as of January 1, 2020, to provide revenue for the payment of current expenses; providing for an interest and sinking fund for all outstanding debt of the City of Glenn Heights; providing for due and delinquent dates together with penalties and interest; approving the 2020 tax roll certified by the Chief Appraisers for Dallas and Ellis Counties; providing a severability clause; providing a repealing clause; and providing an effective date. (Second Reading) (Record Vote)

Phillip Conner, Finance Director, introduced this item to Council and discussed Ordinance language as it related to the Truth-in-Taxation – Tax Rate Adoption requirements.

Council Member Emma Ipaye moved that the property tax rate be increased by the adoption of a tax rate of \$0.80443, which is effectively a 1.46 percent increase in the tax rate. Mayor Pro Tem Sonja A. Brown made the second. The motion carried with the following record vote:

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

Mayor Harry A. Garrett	Aye
Mayor Pro Tem Sonja A. Brown, Place 1	Aye
Council Member Emma Ipaye, Place 2	Aye
Council Member Jeremy Woods, Sr., Place 3	Aye
Council Member Ron Adams, Place 4	Aye
Council Member Shaunte L. Allen, Place 5	Aye
Council Member Machanta Newson, Place 6	Aye

9. Discuss and take action to approve Ordinance O-14-20, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Annual Budget for the City of Glenn Heights, Texas for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020. (Second Reading) (Record Vote)

Phillip Conner, Finance Director, introduced this item and discussed Charter requirements, proposed amendments to the General Fund, the Water and Sewer Fund, and the Drainage Fund.

Mayor Pro Tem Sonja A. Brown made a motion to approve Ordinance O-14-20, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Annual Budget for the City of Glenn Heights, Texas for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020. Council Member Machanta Newson made the second. The motion carried with the following record vote:

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

Mayor Harry A. Garrett	Aye
Mayor Pro Tem Sonja A. Brown, Place 1	Aye
Council Member Emma Ipaye, Place 2	Aye
Council Member Jeremy Woods, Sr., Place 3	Aye
Council Member Ron Adams, Place 4	Aye
Council Member Shaunte L. Allen, Place 5	Aye
Council Member Machanta Newson, Place 6	Aye

Council Member Machanta Newson made a motion to move Agenda item 11 to Agenda item 8. Council Member Emma Ipaye made the second. The motion carried with the following vote:

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

10. Discuss and take action to approve Ordinance O-18-20, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Personnel Policies, Guidelines & Procedures of the City of Glenn Heights adopted June 7, 2010, by Ordinance O-06-10, and as thereafter amended by Ordinances O-17-10, O-11-12, O-26-12, O-01-15, O-06-19 and O-04-20 by adding a temporary vacation leave buyback program to section 6.20 thereof; providing a repealing clause; providing a savings clause; providing a severability clause; and providing an effective date. (Second Reading)

Jaynice Porter-Brathwaite, Human Resources Director, introduced this item. She explained that due to the Novel Coronavirus (COVID-19) public health emergency and disaster, the City Manager instituted a temporary policy limiting the amount of accrued vacation leave that could be used by City employees; and that this proposed program would allow employees with vacation accruals in

excess of 80 hours to sell back up to a maximum of 60 hours of their excess vacation accrual balance.

Mayor Pro Tem Sonja A. Brown made a motion to approve Ordinance O-18-20, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Personnel Policies, Guidelines & Procedures of the City of Glenn Heights adopted June 7, 2010, by Ordinance O-06-10, and as thereafter amended by Ordinances O-17-10, O-11-12, O-26-12, O-01-15, O-06-19 and O-04-20 by adding a temporary vacation leave buyback program to section 6.20 thereof; providing a repealing clause; providing a savings clause; providing a severability clause; and providing an effective date. Council Member Machanta Newson made the second. The motion carried with the following vote:

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

11. Discuss and take action to approve Resolution R-31-20, a Resolution of the City Council of the City of Glenn Heights, Texas, amending Resolution R-14-13, as amended, to amend the City's Job Classification Table by adding the Grade 15 position of Administrative Support Technician and two Grade 12 Part-Time Driver positions for Community Engagement; providing a repealing clause; and providing for an effective date.

Jaynice Porter-Brathwaite, Human Resources Director, introduced this item to Council. She explained that over the course of five months, the Senior Center's daily meal delivery has grown from delivering 30 meals to 90 meals daily and that this growth has more than doubled the time spent for delivering meals to over 4 hours a day, resulting in less time for the Social Service Coordinator to spend on developing and implementing social service programs for citizens. The two (2) Part-Time Drivers would allow the Social Service Coordinator the needed time to research, develop, and implement planned social service projects for Community Engagement. The new position of Administrative Support Technician will report to the Finance Director and perform the duties of the Accounting/Finance Coordinator position. In addition, the Administrative Support Technician will also serve as a back-up to the Human Resources Department and Municipal Court, as needed.

Council Member Emma Ipaye made a motion to approve Resolution R-31-20, a Resolution of the City Council of the City of Glenn Heights, Texas, amending Resolution R-14-13, as amended, to amend the City's Job Classification Table by adding the Grade 15 position of Administrative Support Technician and two Grade 12 Part-Time Driver positions for Community Engagement; providing a repealing clause; and providing for an effective date. Mayor Pro Tem Sonja A. Brown made the second. The motion carried with the following vote:

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

1. Receive update on City Center Project and discuss and take action to approve a Guaranteed Maximum Price for the project in an amount not to exceed \$13.3 million and to authorize the City Manager to execute all necessary documents.

David Hall, City Manager, introduced this item and completed a presentation of a summary of the Guaranteed Maximum Price (GMP), GMP options, and project schedule. Eric Grossman, Grossman Design Build, completed a presentation regarding site renderings. Mr. Hall, Mr. Grossman, and Brian Grossman answered Council's questions related to storm shelter capacity, additional storm shelters, cost of additional storm shelters, lactation and family rooms, children's areas, computer kiosks, the jail facility, and roof options.

Mayor Pro Tem Sonja A. Brown made a motion to approve a Guaranteed Maximum Price for the City Center Project in an amount not to exceed \$13,339,544 and to authorize the City Manager to execute all necessary documents, with discussed options. Council Member Machanta Newson made the second. The motion carried with the following vote:

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

2. Discuss and take action to approve Resolution R-34-20, a Resolution of the City Council of the City of Glenn Heights, Texas, authorizing the establishment and implementation of the COVID-19 Small Business Assistance Program, to be funded in the total amount of \$200,000.00, for the purpose of providing short-term working capital, commercial rent/mortgage, and/or payroll assistance to small businesses located in the City of Glenn Heights that are adversely affected by the COVID-19 pandemic and under which eligible businesses may receive, dependent on number of full-time or full-time equivalent employees, a one-time grant up to a maximum grant amount of \$7,500, said program to be administered by the Economic Development Administrator, with all grant agreements and awards subject to final City Council approval; and providing for an effective date.

Marlon Goff, Interim Planning & Development Director, introduced this item to Council and completed a presentation regarding the funding source, proposed eligible use of funds, primary and secondary targets, program budget, the scoring matrix, application period, and Staff recommendations. Mr. Goff answered Council's questions related to applications received, deadlines, and unused funds.

Mayor Pro Tem Sonja A. Brown made a motion to approve Resolution R-34-20, a Resolution of the City Council of the City of Glenn Heights, Texas, authorizing the establishment and implementation of the COVID-19 Small Business Assistance Program, to be funded in the total amount of \$200,000.00, for the purpose of providing short-term working capital, commercial rent/mortgage, and/or payroll assistance to small businesses located in the City of Glenn Heights that are adversely affected by the COVID-19 pandemic and under which eligible businesses may receive, dependent on

number of full-time or full-time equivalent employees, a one-time grant up to a maximum grant amount of \$7,500, said program to be administered by the Economic Development Administrator, with all grant agreements and awards subject to final City Council approval; and providing for an effective date. Council Member Machanta Newson made the second. The motion carried with the following vote:

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

3. Discuss and take action to approve Resolution R-35-20, a Resolution of the City Council of the City of Glenn Heights, Texas, approving the award of four (4) grants under the City's COVID-19 Small Business Assistance Program and authorizing the City Manager to execute grant agreements with the grant recipients; and providing an effective date.

Marlon Goff, Interim Planning & Development Director, introduced this item to Council and completed a presentation regarding the Grant recipients and their Award amounts. Mr. Goff answered Council's questions related to unused funds and changing Grant Award amounts.

Mayor Pro Tem Sonja A. Brown made a motion to approve Resolution R-35-20, a Resolution of the City Council of the City of Glenn Heights, Texas, approving the award of four (4) grants under the City's COVID-19 Small Business Assistance Program and authorizing the City Manager to execute grant agreements with the grant recipients; and providing an effective date, with the following Grant amounts - D Concrete Cutters, LLC – \$5,000, Ewers Group, LLC – \$7,500, Pearlie's Southern Kitchen – \$5,000, Wynn Nail Spa – \$7,500. Council Member Machanta Newson made the second. The motion carried with the following vote:

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

12. August 2020 Financial Report. (Phillip Conner, Finance Director)

Council Member Machanta Newson made a motion to table Agenda item 12 to the next Regular City Council Meeting. Council Member Emma Ipaye 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 Emma Ipaye 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 10:00 P.M.

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Harry A. Garrett, Mayor

Attest:

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Brandi Brown, City Secretary  
Passed and approved on the 6<sup>th</sup> day of October 2020





# CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

**Date: October 6, 2020**

## **SUBJECT**

Take action to adjust the start time of the October 20, 2020, Regular City Council Meeting to 7:30 P.M. due to early voting for the Joint and General Election.

## **REPORT IN BRIEF**

This item will allow Council to adjust the start time of the October 20, 2020, meeting from 7:00 P.M. to 7:30 P.M. due to early voting for the Joint and General Election.

## **BACKGROUND / DISCUSSION**

Early voting for the Joint and General Election will be held October 13-30, 2020, to elect Council Member Place 4. Dallas County polling locations will be open until 7:00 P.M. on October 20, 2020. In order to allow the public, City Council Members, and staff to participate in early voting, Council can adjust this meeting's start time to 7:30 P.M.

## **FISCAL IMPACT**

N/A.

## **PUBLIC CONTACT**

Public Notices related to the adjusted time will be posted on the City Council's official bulletin board and on the City of Glenn Heights' website.

## **ALTERNATIVES / RECOMMENDATION**

Staff recommends that Council adjust the October 20, 2020, meeting start time to 7:30 P.M.

**PREPARED BY**

Brandi Brown, City Secretary

**ATTACHMENTS**

N/A





# CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

**Date: October 6, 2020**

## **SUBJECT**

Take action to reschedule the November 3, 2020, Regular City Council Meeting to November 10, 2020, due to the Joint and General Election.

## **REPORT IN BRIEF**

This item will allow Council to reschedule the Regular City Council Meeting of November 3, 2020, to November 10, 2020, due to the Joint and General Election.

## **BACKGROUND / DISCUSSION**

The Joint and General Election will be held on November 3, 2020, to elect Council Member Place 4. In order to allow the public, City Council Members, and staff to participate in the election and monitor results, Council can reschedule this meeting to another date. Historically, Council has rescheduled the meeting to the following Tuesday.

## **FISCAL IMPACT**

N/A.

## **PUBLIC CONTACT**

Public Notices related to the rescheduled meeting will be posted on the City Council's official bulletin board and on the City of Glenn Heights' website.

## **ALTERNATIVES / RECOMMENDATION**

Staff recommends that Council reschedule its November 3, 2020, meeting to Tuesday, November 10, 2020.

**PREPARED BY**

Brandi Brown, City Secretary

**ATTACHMENTS**

N/A





# CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

**Date: October 6, 2020**

## **SUBJECT**

Discuss and take action on Resolution R-37-20, a Resolution of the City Council of the City of Glenn Heights, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2020 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attached Exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached Exhibit regarding amortization of regulatory liability; requiring the company to reimburse ACSC's reasonable ratemaking expenses; determining that this Resolution was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this Resolution to the Company and the ACSC's legal counsel.

## **REPORT IN BRIEF**

The City, along with 171 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

## **BACKGROUND / DISCUSSION**

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on December 1, 2020, ACSC residents will maintain a slight economic monthly advantage over GRIP and DARR rates. See Attachment I.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about March 31, 2020, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2019, entitled it to additional system-wide revenues of \$141.2 million. Application of the standards set forth in ACSC's RRM Tariff required Atmos to reduce its request to \$136.3 million, \$98.7 million of which would be applicable to ACSC members. ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be \$111.5 million instead of the claimed \$136.3 million. The amount of the \$111.5 million deficiency applicable to ACSC members would be \$80.8 million.

After the Company reviewed ACSC's consultants' report, ACSC's Executive Committee and the Company negotiated a settlement whereby the Company would receive an

increase of \$90 million from ACSC Cities, but with a two-month delay in the Effective Date until December 1, 2020. This should save ratepayers approximately \$9 million such that the case is functionally equivalent to ACSC's consultants' recommendation of \$80.8 million.

The Executive Committee recommends a settlement at \$90 million. The Effective Date for new rates is December 1, 2020. ACSC members should take action approving the Resolution before November 1, 2020.

### **FISCAL IMPACT**

Atmos generated proof that the rate tariffs attached to the Resolution will generate \$90 million in additional revenues from ACSC Cities. That proof is attached as Attachment II to this Staff Report. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

The impact of the settlement on average residential rates is an increase of \$5.15 on a monthly basis, or 9.9 percent. The increase for average commercial usage will be \$15.48 or 6.56 percent. A bill impact comparison is attached as Attachment III.

### **PUBLIC CONTACT**

N/A

### **ALTERNATIVES / RECOMMENDATION**

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$141.2 million in additional system-wide revenues, the RRM settlement at \$90 million for ACSC Cities reflects substantial savings to ACSC Cities. ACSC's consultants produced a report indicating that Atmos had justified increased revenues for ACSC Cities of at least \$81 million. Settlement at \$90 million (equivalent to \$81 million with a two-month delay) is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution before November 1, 2020. New rates become effective December 1, 2020.

**PREPARED BY**

Brandi Brown, City Secretary

**ATTACHMENTS**

- I. RRM Monthly Savings Over GRIP and DARR Rates
- II. 2020 RRM Proof of Revenues
- III. Bill Impact
- IV. Resolution R-37-20

**Attachment I**  
**RRM Monthly Savings Over GRIP and DARR Rates**

**ATMOS ENERGY CORP., MID-TEX DIVISION  
RESIDENTIAL AVERAGE RATE COMPARISON  
TEST YEAR ENDING DECEMBER 31, 2019**

	<b>ACSC Settled</b>	<b>DARR Filing</b>	<b>ATM Filing</b>	<b>Environs Filing</b>
Cust Charge	\$20.25	\$23.75	\$26.40	\$24.60
Monthly Ccf	44.5	44.5	44.5	44.5
Cons Charge	\$0.26651	\$0.19336	\$0.14846	\$0.18653
Average Mo Bill	\$32.11	\$32.35	\$33.01	\$32.90
		-\$0.24	-\$0.90	-\$0.79

**Attachment II  
2020 RRM Proof  
of Revenues**

ATMOS ENERGY CORP., MID-TEX DIVISION  
 RRM CITIES RATE REVIEW MECHANISM  
 PROOF OF REVENUES - RRM CITIES  
 TEST YEAR ENDING DECEMBER 31, 2019

Line No.	Customer Class	Current	Proposed	Bills	Ccf/MmBtu	Current Revenues	Proposed Revenues	Increase
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
<b>Residential</b>								
1	Customer Charge	\$ 19.55	\$ 20.25	13,644,834		\$ 266,756,505	\$ 276,307,889	
2	Consumption Charge	0.17423	0.26651		608,491,998	106,017,561	162,169,202	
3	Revenue Related Taxes					26,692,882	31,397,617	
4	Total Class Revenue					\$ 399,466,948	\$ 469,874,708	\$ 70,407,760
<b>Commercial</b>								
5	Customer Charge	\$ 46.50	\$ 54.50	1,115,081		\$ 51,851,267	\$ 60,771,915	
6	Consumption Charge	0.09924	0.11728		398,510,866	39,548,218	46,737,354	
7	Revenue Related Taxes					6,544,757	7,698,315	
8	Total Class Revenue					\$ 97,944,242	\$ 115,207,584	\$ 17,263,342
<b>Industrial &amp; Transportation</b>								
9	Customer Charge	\$ 845.50	\$ 1,014.50	7,272		\$ 6,148,476	\$ 7,377,444	
10	Consumption Charge Tier 1	0.3572	0.4157		7,769,155	2,775,142	3,229,638	
11	Consumption Charge Tier 2	0.2616	0.3044		8,666,094	2,267,050	2,637,959	
12	Consumption Charge Tier 3	0.0561	0.0653		13,696,172	768,355	894,360	
13	Revenue Related Taxes					856,339	1,012,467	
14	Total Class Revenue					\$ 12,815,362	\$ 15,151,868	\$ 2,336,505
<b>Total Excluding Other Revenue</b>						\$ 510,226,552	\$ 600,234,159	\$ 90,007,608
<b>Revenue Related Tax Factor</b>						7.1606%		

**Attachment III**  
**Bill Impact**





**RESOLUTION NO. R-37-20**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2020 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.**

WHEREAS, the City of Glenn Heights, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the

RESOLUTION NO. R-37-20

Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about March 31, 2020, Atmos Mid-Tex filed its 2020 RRM rate request with ACSC Cities based on a test year ending December 31, 2019; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2020 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$90 million applicable to ACSC Cities with an Effective Date of December 1, 2020; and

WHEREAS, ACSC agrees that Atmos plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the two month delayed Effective Date from October 1 to December 1 will save ACSC ratepayers approximately \$9 million off new rates imposed by the attached tariffs (Exhibit A), the impact on ratepayers should approximate the reasonable value of the rate filing found by the ACSC Consultants' Report, which was \$81 million; and

WHEREAS, the attached tariffs (Exhibit A) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

RESOLUTION NO. R-37-20

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Exhibit B); and

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability prepared by Atmos Mid-Tex (Exhibit C); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

**Section 1.** That the findings set forth in this Resolution are hereby in all things approved.

**Section 2.** That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$90 million for ACSC Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2020 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

**Section 3.** That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

**Section 4.** That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$90 million from customers in ACSC Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

RESOLUTION NO. R-37-20

**Section 5.** That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.

**Section 6.** That subject to any future settlement or decision regarding the balance of Excess Deferred Income Tax to be refunded to ratepayers, the amortization of regulatory liability shall be consistent with the schedule found in Exhibit C, attached hereto and incorporated herein.

**Section 7.** That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2020 RRM filing.

**Section 8.** That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

**Section 9.** That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**Section 10.** That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

**Section 11.** That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after December 1, 2020.

**Section 12.** That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General

RESOLUTION NO. R-37-20

Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue,  
Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF  
GLENN HEIGHTS, TEXAS, BY A VOTE OF \_\_\_\_ TO \_\_\_\_, ON THIS THE 6<sup>th</sup> DAY OF  
OCTOBER 2020.

\_\_\_\_\_  
Harry A. Garrett, Mayor

ATTEST:

\_\_\_\_\_  
Brandi Brown, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Victoria Thomas, City Attorney

2557/32/8108360

**"Exhibit A"**  
**Mid-Tex Tariffs**  
**Effective December 1, 2020**

<b>RATE SCHEDULE:</b>	<b>R – RESIDENTIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 12/01/2020</b>	<b>PAGE:</b>

**Application**

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Bill	\$ 20.25 per month
Rider CEE Surcharge	\$ 0.05 per month <sup>1</sup>
<b>Total Customer Charge</b>	<b>\$ 20.30 per month</b>
Commodity Charge – All <u>Ccf</u>	\$0.26651 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

<sup>1</sup>Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2020.

<b>RATE SCHEDULE:</b>	<b>C – COMMERCIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 12/01/2020</b>	<b>PAGE:</b>

**Application**

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Bill	\$ 54.50 per month
Rider CEE Surcharge	\$ 0.02 per month <sup>1</sup>
<b>Total Customer Charge</b>	<b>\$ 54.52 per month</b>
Commodity Charge – All Ccf	\$ 0.11728 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

<sup>1</sup> Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2020.

<b>RATE SCHEDULE:</b>	<b>I – INDUSTRIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 12/01/2020</b>	<b>PAGE:</b>

**Application**

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Meter	\$ 1,014.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4157 per MMBtu
Next 3,500 MMBtu	\$ 0.3044 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0653 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Curtailement Overpull Fee**

Upon notification by Company of an event of curtailement or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailement or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

**Replacement Index**

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

<b>RATE SCHEDULE:</b>	<b>I – INDUSTRIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 12/01/2020</b>	<b>PAGE:</b>

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

**Special Conditions**

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

<b>RATE SCHEDULE:</b>	<b>T – TRANSPORTATION</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 12/01/2020</b>	<b>PAGE:</b>

**Application**

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Meter	\$ 1,014.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4157 per MMBtu
Next 3,500 MMBtu	\$ 0.3044 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0653 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Imbalance Fees**

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

**Monthly Imbalance Fees**

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

<b>RATE SCHEDULE:</b>	<b>T – TRANSPORTATION</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 12/01/2020</b>	<b>PAGE:</b>

**Curtailment Overpull Fee**

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

**Replacement Index**

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**Agreement**

A transportation agreement is required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

**Special Conditions**

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RIDER:</b>	<b>WNA – WEATHER NORMALIZATION ADJUSTMENT</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 12/01/2020</b>	<b>PAGE:</b>

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- $i$  = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$  = Weather Normalization Adjustment Factor for the  $i^{th}$  rate schedule or classification expressed in cents per Ccf
- $R_i$  = Commodity Charge rate of temperature sensitive sales for the  $i^{th}$  schedule or classification.
- $HSF_i$  = heat sensitive factor for the  $i^{th}$  schedule or classification divided by the average bill count in that class
- $NDD$  = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- $ADD$  = billing cycle actual heating degree days.
- $BL_i$  = base load sales for the  $i^{th}$  schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the  $j$ th customer in  $i$ th rate schedule is computed as:

$$WNA_{ij} = WNAF_i \times q_{ij}$$

Where  $q_{ij}$  is the relevant sales quantity for the  $j$ th customer in  $i$ th rate schedule.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RIDER:</b>	<b>WNA – WEATHER NORMALIZATION ADJUSTMENT</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 12/01/2020</b>	<b>PAGE:</b>

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	10.73	0.1545	94.79	0.7284
Austin	9.53	0.1489	211.76	0.9405
Dallas	15.77	0.1792	199.74	0.9385
Waco	9.99	0.1341	145.27	0.7110
Wichita Falls	11.61	0.1402	120.34	0.5747

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at [atmosenergy.com/mtx-wna](http://atmosenergy.com/mtx-wna), in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

**Exhibit B**  
**to 2020 RRM Resolution or Ordinance**

**Mid-Tex**  
**2020 Benchmark for Pensions**  
**and Retiree Benefits**

**ATMOS ENERGY CORP., MID-TEX DIVISION  
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL  
TEST YEAR ENDING DECEMBER 31, 2019**

Line No.	Description	Shared Services		Mid-Tex Direct		Adjustment Total	
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Executive Benefit Plan		Post-Employment Benefit Plan
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2020 Willis Towers Watson Report as adjusted (1) (2) (3)	\$ 3,460,135	\$ 3,695,384	\$ 6,132,704	\$ 280,578	\$ 4,992,449	
2	Allocation to Mid-Tex	43.29%	43.29%	76.59%	100.00%	76.59%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 1,497,774	\$ 1,599,605	\$ 4,697,072	\$ 280,578	\$ 3,823,744	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)	\$ 1,497,774	\$ 1,599,605	\$ 4,697,072	\$ 280,578	\$ 3,823,744	\$ 11,898,774
6							
7							
8	Summary of Costs to Approve (1):						
9							
10	O&M Expense Factor (WP_F-2.3; Ln 2)		79.55%		37.83%		37.83%
11							
12							
13	Total Pension Account Plan	\$ 1,191,410		\$ 1,777,056		\$ 2,968,466	
14	Total Post-Employment Benefit Plan		\$ 1,272,412			\$ 1,446,647	2,719,060
15	Total Supplemental Executive Benefit Plan				\$ 32,754		32,754
16	Total (Ln 13 + Ln 14 + Ln 15)	\$ 1,191,410	\$ 1,272,412	\$ 1,777,056	\$ 32,754	\$ 1,446,647	\$ 5,720,280
17							
18	Notes:						
19	1. Studies not applicable to Mid-Tex or Shared Services are omitted.						
20	2. Mid-Tex is proposing that the Fiscal Year 2020 Willis Towers Watson actuarial amounts shown on WP_F-2.3 and WP_F-2.3.1, be approved by the RRM Cities as the benchmark amounts to be used to calculate the regulatory asset or liability for future periods. The benchmark amount approved by the RRM Cities for future periods includes only the expense amount. The amount attributable to capital is recorded to utility plant through the overhead process as described in the CAMI.						
21							
22	3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.						
23							

**Exhibit C**  
**to 2020 RRM Resolution or Ordinance**

**Mid-Tex 2020 Schedule for**  
**Amortization for Regulatory Liability**

**ATMOS ENERGY CORP., MID-TEX DIVISION  
RATE BASE ADJUSTMENTS  
TEST YEAR ENDING DECEMBER 31, 2019  
AMORTIZATION OF REGULATORY LIABILITY**

Line No.	Year Ended Dec. 31	Beginning of Year Rate Base Adjustment Amount	Annual Amortization (1)	End of Year Rate Base Adjustment Amount (2)	Corrected Balance for December 31, 2017 (3)
	(a)	(b)	(c)	(d)	(e)
1	2017		\$ -	\$ 292,268,881	\$ 292,268,881
2	2018	292,268,881	12,075,562	280,193,319	
3	2019	280,193,319	12,085,165	268,108,155	
4	2020	268,108,155	11,171,173	256,936,982	
5	2021	256,936,982	11,171,173	245,765,809	
6	2022	245,765,809	11,171,173	234,594,635	
7	2023	234,594,635	11,171,173	223,423,462	
8	2024	223,423,462	11,171,173	212,252,289	
9	2025	212,252,289	11,171,173	201,081,116	
10	2026	201,081,116	11,171,173	189,909,943	
11	2027	189,909,943	11,171,173	178,738,770	
12	2028	178,738,770	11,171,173	167,567,597	
13	2029	167,567,597	11,171,173	156,396,424	
14	2030	156,396,424	11,171,173	145,225,251	
15	2031	145,225,251	11,171,173	134,054,077	
16	2032	134,054,077	11,171,173	122,882,904	
17	2033	122,882,904	11,171,173	111,711,731	
18	2034	111,711,731	11,171,173	100,540,558	
19	2035	100,540,558	11,171,173	89,369,385	
20	2036	89,369,385	11,171,173	78,198,212	
21	2037	78,198,212	11,171,173	67,027,039	
22	2038	67,027,039	11,171,173	55,855,866	
23	2039	55,855,866	11,171,173	44,684,692	
24	2040	44,684,692	11,171,173	33,513,519	
25	2041	33,513,519	11,171,173	22,342,346	
26	2042	22,342,346	11,171,173	11,171,173	
27	2043	11,171,173	11,171,173	(0)	
28					
29	Revenue Related Tax Factor		7.16%	See WP_F-5.1	
	Revenue Related Taxes on Annual			Amortization * Tax	
30	Amortization		\$ 799,924	Factor	
31	Amortization Including Revenue		<u>\$ 11,971,097</u>	Amortization + Taxes	
32					
33	Notes:				
34	1. The annual amortization of a 26 year recovery period is based on the				
35	Reverse South Georgia Method.				
36	2. The Regulatory Liability is recorded to FERC Account 253, Sub Account 27909.				
37	3. This is the final Mid-Tex liability balance filing the Fiscal Year 2018 tax return.				





# CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

**Date: October 6, 2020**

## **SUBJECT**

Take action authorizing the City Manager to expend an amount not to exceed ONE HUNDRED SEVENTY-EIGHT THOUSAND DOLLARS (\$178,000) from the IT Telecommunications Expense Account 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 that 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. As these are all independent connections, it causes

limitations with regards to site-to-site connectivity.

## PROPOSED SOLUTION

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 16%, as detailed in the table below:

	<b>Provider</b>	<b>Monthly Recurring Cost</b>	<b>Yearly Total</b>
<b>Current</b>	TPX	\$5,244.85	\$62,938.20
<b>Proposed</b>	AireSpring	\$4,408.00	\$52,896.00
<b>Difference</b>		<b>(\$836.85)</b>	<b>(\$10,042.20)</b>

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**

- I. AireSpring NASPO Proposal – Glenn Heights, TX
- II. AireSpring NASPO 1938 S Hampton – 3 Year
- III. AireSpring NASPO 550 E Bear Creek – 3 Year
- IV. AireSpring NASPO 2118 S Uhl – 3 Year
- V. Master Service Agreement
- VI. Master Amendment No. 1 to Service Agreement



**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	\$165.00	\$0.00	\$165.00	\$0.00
1	AireSpring Gateway Access - 100 Mb/s - Maximum Licensed In-	FREE	\$0.00	FREE	\$0.00
1	Additional Equipment Required for Voice Services - 3-Year	\$15.00	\$0.00	\$15.00	\$0.00
1	DDoS Mitigation for Airespring Gateway Access	\$500.00	\$0.00	FREE	\$0.00
1	VeloCloud Edge 610 - 3-Year	FREE	\$0.00	FREE	\$0.00
16	AirePBX Business Seat - 3-Year	\$17.00	\$0.00	\$272.00	\$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	FREE	\$0.00	FREE	\$0.00
1	AireCare Customer Portal	\$5.00	\$0.00	FREE	\$0.00
1	Professional On-Site Installation	\$300.00	\$0.00	FREE	\$0.00
1	Orchestrator Access	\$25.00	\$0.00	FREE	\$0.00
<b>Subtotal</b>				<b>\$515.00</b>	<b>\$0.00</b>

Qty	Circuit   3-Year Term	Total MRC	Total NRC
1	Gig Ethernet - 150 Mb/s - Loop - AT&T / AireSpring IP	\$443.00	\$0.00
1	Gig Ethernet - 150 Mb/s - Port	\$600.00	\$0.00
<b>Location Total</b>		<b>\$1,568.00</b>	<b>\$0.00</b>

**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	\$250.00	\$0.00	\$250.00	\$0.00
1	AireSpring Gateway Access - 200 Mb/s - Maximum Licensed In-	FREE	\$0.00	FREE	\$0.00
1	Additional Equipment Required for Voice Services - 3-Year	\$15.00	\$0.00	\$15.00	\$0.00
1	DDoS Mitigation for Airespring Gateway Access	\$500.00	\$0.00	FREE	\$0.00
1	VeloCloud Edge 610 - 3-Year	FREE	\$0.00	FREE	\$0.00
20	AirePBX Business Seat - 3-Year	\$17.00	\$0.00	\$340.00	\$0.00
22	AirePBX Voice Mail Seats (No phone equipment)	\$10.00	\$0.00	\$220.00	\$0.00
10	Automatic Call Recording - 3-Year	\$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	FREE	\$0.00	FREE	\$0.00
1	AireCare Customer Portal	\$5.00	\$0.00	FREE	\$0.00
1	Professional On-Site Installation	\$300.00	\$0.00	FREE	\$0.00
1	Orchestrator Access	\$25.00	\$0.00	FREE	\$0.00
<b>Subtotal</b>				<b>\$957.00</b>	<b>\$5.00</b>

Qty	Circuit   3-Year Term	Total MRC	Total NRC
1	Gig Ethernet - 100 Mb/s - Loop - AT&T	\$296.00	\$0.00
1	Gig Ethernet - 100 Mb/s - Port	585	\$0.00
<b>Location Total</b>		<b>\$1,838.00</b>	<b>\$5.00</b>

**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	\$130.00	\$0.00	\$130.00	\$0.00

1	AireSpring Gateway Access - 50 Mb/s - Maximum Licensed In-Tunnel	FREE	\$0.00	FREE	\$0.00
1	Additional Equipment Required for Voice Services - 3-Year	\$15.00	\$0.00	\$15.00	\$0.00
1	DDoS Mitigation for Airespring Gateway Access	\$500.00	\$0.00	FREE	\$0.00
1	VeloCloud Edge 610 - 3-Year	FREE	\$0.00	FREE	\$0.00
12	AirePBX Business Seat - 3-Year	\$17.00	\$0.00	\$204.00	\$0.00
1	Usage Bundle - Unlimited Outbound & 6,000 Toll Free Minutes	\$24.00	\$0.00	\$24.00	\$0.00
1	24-Port 10/100 Managed Switch (PoE) - Rental	\$31.00	\$0.00	\$31.00	\$0.00
12	IP Phone - Polycom VVX 350 - Purchase with 3-Year Contract	FREE	\$0.00	FREE	\$0.00
1	AireCare Customer Portal	\$5.00	\$0.00	FREE	\$0.00
1	Professional On-Site Installation	\$300.00	\$0.00	FREE	\$0.00
1	Orchestrator Access	\$25.00	\$0.00	FREE	\$0.00
<b>Subtotal</b>				<b>\$404.00</b>	<b>\$0.00</b>

Qty	Circuit   3-Year Term	Total MRC	Total NRC
1	Fast Ethernet - 50 Mb/s - Loop - AT&T	\$143.00	\$0.00
1	Fast Ethernet - 50 Mb/s - Port	\$455.00	\$0.00
<b>Location Total</b>		<b>\$1,002.00</b>	<b>\$0.00</b>

Usage Rates	
Domestic Rates: 2.500¢ (usage bundles will be applied first)	
Free local calling and interoffice on-net calling.	
Offshore rates: <a href="#">Click Here</a>	
AireSpring International rates: <a href="#">Click Here</a>	

Total For All Locations	
<b>Monthly Fee: \$4,408.00</b>	<b>One-Time Fee: \$5.00</b>

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.

		<b>ORDER FORM AND TERM PLAN</b> <b>SD-WAN (with Voice)</b> <b>Cloud Business Phone System</b>			*Carrier:
*Quote ID#: 1122851329					*IP Provider:
*Quote Expiration: 09/15/2020		<b>Sales Support: 844-832-8514</b> <b>Email to <a href="mailto:orders@airespring.com">orders@airespring.com</a> or Fax to 888-899-2928</b>			Channel Mgr: Charlie Lomond
*Proposal ID#: 214163					*Agent: Brent Vaut
*OMR#:					*Agent ID: CNG0001
*NPANXX: 972-483					*Solutions Engineer:
					*Submitted By: Gabriel Valderrama
<b>IMPORTANT -- ALL BOLDED FIELDS WITH AN ASTERISK (*) MUST BE COMPLETED</b>					
<b>PHYSICAL LOCATION</b>					
*Order Type: New: <input type="checkbox"/> Move: <input type="checkbox"/> Upgrade: <input type="checkbox"/>					
*Company Name: City of Glenn Heights - NASPO ValuePoint Cloud Solutions contract AR2505		*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:	
<b>CONTACT INFORMATION</b>					
	*Name	Title	*Phone	Mobile Phone	E-mail
*Customer Contact:					
*Technical/Vendor Contact:					
*On-Site Contact:					
<b>THE FOLLOWING INITIALS &amp; SIGNATURES ARE REQUIRED</b>					
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."		
<b>SD-WAN INFORMATION AND PRICING</b>					
<b>Description</b>		<b>Term</b>	<b>Quantity</b>	<b>MRC</b>	
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	\$250.00	
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	
Additional Equipment Required for Voice Services		3-Year	1	\$15.00	
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	Optional Managed Router MRC	Optional Managed Router NRC
G-E 100	AT&T	\$296.00	\$0.00	\$585.00	\$0.00		
Broadband connectivity speeds are listed as BB in the Capacity Field.						Satellite connectivity speeds are listed as SAT in the Capacity Field	
Each circuit requires its own router, either provided by customer or rented from Airespring, unless such circuit is used for failover. Maximum of 2 circuits per Airespring provided router when used in failover configuration.							

### EXISTING CONNECTIONS

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

### 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

### AIRESRING VOICE SERVICES

Zone	Service	Quantity	MRC	NRC
	AirePBX Business Seat	20	\$340.00	\$0.00
	Automatic Call Recording (Requires Seat)	10	\$60.00	\$0.00
	AirePBX Voice Mail Seats (No phone equipment)	22	\$220.00	\$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)  
(Customer is responsible for all International traffic, including fraud.)

\*INT'L RATE PLAN #3  
Rates are provided here:  
[International Rates](#)

Block International  
(See Terms of Service for limitation of liability)

OFFSHORE: Rates are provided at  
[Offshore Rates](#)

**AIRESPRING SUPPLIED IP PBX PHONES\***

- AirePBX is only supported with Airespring supplied equipment.
- 3-year discounted phones may not exceed the number of 3-year seats selected.
- 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.*

<b>S&amp;H CHARGES</b> (Applies to All Phones)	<b># Of Phones</b>	<b>Ground Shipping</b>	<b>Additional Charges for Expedited Shipping</b>
	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

<b>*Minimum one (1) year management fee MRC required if purchasing BEC or CradlePoint.</b>	<b>*Shipping &amp; Handling per BEC / CradlePoint:</b> (Ground Shipping) \$24.73 NRC	<b>Shipping &amp; Handling per Switch:</b> (Ground Shipping) \$20.00 NRC	<b>Additional Charges for Expedited Shipping</b>
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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**

<b>Toll Free Numbers (1-50 Numbers)</b>	MRC per Number	NRC per Number	Quantity: 1	MRC: <b>\$1.00</b>	NRC: <b>\$5.00</b>
	\$1.00	\$5.00			
<b>Toll Free Numbers (above 50)</b>	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.)

YES                      Quantity:                       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.](#)

**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 \*: \$1838.00**

\*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.

**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/>

Additional Services, Equipment, Features, and Fees are incorporated into this document by reference: <http://additionalterms.airespring.com/Documents/Additional%20Fees%20070820.htm>

# 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				
<b>Main</b> <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/E911 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: 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"/> LIMITED LIABILITY COMPANY		
<input type="checkbox"/> SOLE PROPRIETORSHIP	<input type="checkbox"/> NONPROFIT ORGANIZATION	<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

		<b>ORDER FORM AND TERM PLAN</b> <b>SD-WAN (with Voice)</b> <b>Cloud Business Phone System</b>			*Carrier:
*Quote ID#: 1122851329					*IP Provider:
*Quote Expiration: 09/15/2020		<b>Sales Support: 844-832-8514</b> <b>Email to <a href="mailto:orders@airespring.com">orders@airespring.com</a> or Fax to 888-899-2928</b>			Channel Mgr: Charlie Lomond
*Proposal ID#: 214163					*Agent: Brent Vaut
*OMR#:					*Agent ID: CNG0001
*NPANXX: 972-483					*Solutions Engineer:
					*Submitted By: Gabriel Valderrama
<b>IMPORTANT -- ALL BOLDED FIELDS WITH AN ASTERISK (*) MUST BE COMPLETED</b>					
<b>PHYSICAL LOCATION</b>					
*Order Type: New: <input type="checkbox"/> Move: <input type="checkbox"/> Upgrade: <input type="checkbox"/>					
*Company Name: City of Glenn Heights - NASPO ValuePoint Cloud Solutions contract AR2505		*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:
<b>CONTACT INFORMATION</b>					
	*Name	Title	*Phone	Mobile Phone	E-mail
*Customer Contact:					
*Technical/Vendor Contact:					
*On-Site Contact:					
<b>THE FOLLOWING INITIALS &amp; SIGNATURES ARE REQUIRED</b>					
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."		
<b>SD-WAN INFORMATION AND PRICING</b>					
<b>Description</b>		<b>Term</b>	<b>Quantity</b>	<b>MRC</b>	
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	\$165.00	
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	
Additional Equipment Required for Voice Services		3-Year	1	\$15.00	
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	Optional Managed Router MRC	Optional Managed Router NRC
G-E 150	AT&T / AireSpring IP	\$443.00	\$0.00	\$600.00	\$0.00		

Broadband connectivity speeds are listed as BB in the Capacity Field.

Satellite connectivity speeds are listed as SAT in the Capacity Field

Each circuit requires its own router, either provided by customer or rented from Airespring, unless such circuit is used for failover. Maximum of 2 circuits per Airespring provided router when used in failover configuration.

### EXISTING CONNECTIONS

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

### 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

### AIRESRING VOICE SERVICES

Zone	Service	Quantity	MRC	NRC
	AirePBX Business Seat	16	\$272.00	\$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)  
(Customer is responsible for all International traffic, including fraud.)

\*INT'L RATE PLAN #3  
Rates are provided here:  
[International Rates](#)

Block International  
(See Terms of Service for limitation of liability)

OFFSHORE: Rates are provided at  
[Offshore Rates](#)

**AIRESPRING SUPPLIED IP PBX PHONES\***

- AirePBX is only supported with Airespring supplied equipment.
- 3-year discounted phones may not exceed the number of 3-year seats selected.
- 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.*

<b>S&amp;H CHARGES</b> (Applies to All Phones)	<b># Of Phones</b>	<b>Ground Shipping</b>	<b>Additional Charges for Expedited Shipping</b>
	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

<b>*Minimum one (1) year management fee MRC required if purchasing BEC or CradlePoint.</b>	<b>*Shipping &amp; Handling per BEC / CradlePoint:</b> (Ground Shipping) \$24.73 NRC	<b>Shipping &amp; Handling per Switch:</b> (Ground Shipping) \$20.00 NRC	<b>Additional Charges for Expedited Shipping</b>
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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**

<b>Toll Free Numbers (1-50 Numbers)</b>	MRC per Number	NRC per Number	Quantity: <b>0</b>	MRC: <b>\$0.00</b>	NRC: <b>\$0.00</b>
	\$1.00	\$5.00			
<b>Toll Free Numbers (above 50)</b>	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.)

YES                      Quantity:                       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.](#)

**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 \*: \$1568.00**

\*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.

**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/>

Additional Services, Equipment, Features, and Fees are incorporated into this document by reference: <http://additionalterms.airespring.com/Documents/Additional%20Fees%20070820.htm>

# DIRECTORY LISTING / DIRECTORY ASSISTANCE

Street Address: 550 E BEAR CREEK RD	Type of Business/Organization:
-------------------------------------	--------------------------------

City: GLENN HEIGHTS	State: TX	Zip: 75154-8300
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## TRANSACTION TYPE

<input type="checkbox"/> No Directory Listing Requested	<input type="checkbox"/> New
---	------------------------------

## CLASS OF SERVICE

<input type="checkbox"/> Business	<input type="checkbox"/> County	<input type="checkbox"/> State	<input type="checkbox"/> US Government	<input type="checkbox"/> Military	<input type="checkbox"/> School
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Community/Book:	<input type="checkbox"/> Include in Yellow Pages -- Heading(s):
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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				
<b>Main</b> <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 - NASPO ValuePoint Cloud Solutions contract AR2505

\_\_\_\_\_  
\*Authorized Signature

\_\_\_\_\_  
\*Print Name

\_\_\_\_\_  
\*Title

\_\_\_\_\_  
\*Date

\_\_\_\_\_  
\*Email

\_\_\_\_\_  
\*Contact Number

# AIRESRING CREDIT APPLICATION

Required if Customer does not have an existing Airespring account

## CONTACT & ACCOUNT INFORMATION

<b>*CUSTOMER NAME:</b> City of Glenn Heights - NASPO ValuePoint Cloud Solutions contract AR2505			BILLING ACCOUNT NAME (IF DIFFERENT):		
<b>*SERVICE ADDRESS:</b> 550 E BEAR CREEK RD			BILLING ADDRESS (IF DIFFERENT):		
<b>*CITY:</b> GLENN HEIGHTS	<b>*STATE:</b> TX	<b>*ZIP:</b> 75154-8300	CITY:	STATE:	ZIP:
<b>*SERVICE CONTACT/TITLE:</b>			BILLING ADDRESS CONTACT:		
<b>*PHONE:</b>		FAX:	PHONE:		FAX:
<b>*CONTACT E-MAIL – IMPORTANT (FOR CONTACT PURPOSES ONLY):</b>			CONTACT E-MAIL – IMPORTANT (FOR CONTACT PURPOSES ONLY):		
<b>*FULL LEGAL NAME (PER CORPORATE CHARTER OR DBA):</b>					
<input type="checkbox"/> CORPORATION	<input type="checkbox"/> GENERAL PARTNERSHIP	<input type="checkbox"/> LIMITED PARTNERSHIP	<input type="checkbox"/> LIMITED LIABILITY COMPANY		
<input type="checkbox"/> SOLE PROPRIETORSHIP	<input type="checkbox"/> NONPROFIT ORGANIZATION	<input type="checkbox"/> HOME BUSINESS	<input type="checkbox"/> OTHER:		
<b>*INCORPORATION DATE:</b> / - STATE:		<b>*CURRENT SVC PROVIDER:</b>	<b>REQUIRED: INCLUDE COPIES OF PAYMENT SUMMARY PAGE FROM 3 RECENT BILLS FROM YOUR CURRENT SERVICE PROVIDER</b>		
<b>*WILL THE SERVICE PROVIDED BY AIRESRING BE USED FOR WHOLESALE OR RESALE PURPOSES?</b>				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IS YOUR COMPANY/ORGANIZATION TAX EXEMPT? IF YES, ATTACH AIRESRING TAX EXEMPTION FORM (OBTAIN FROM YOUR AIRESRING AGENT)				<input type="checkbox"/> YES	<input type="checkbox"/> NO
<b>*ESTIMATED MONTHLY USAGE:</b>				\$	
<b>*TYPE OF BUSINESS:</b>			<b>*YEARS IN BUSINESS:</b>		
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.		<b>*PAPERLESS BILLING</b> <input type="checkbox"/> YES <input type="checkbox"/> NO	<b>*EMAIL ADDRESS:</b> (Must be provided for paperless billing)		

## INTERNATIONAL USAGE

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

## CREDIT INFORMATION

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

## BANK INFORMATION

<b>*Bank Name:</b>	<b>*Bank Phone Number:</b>
<b>*Bank Account Number:</b>	<b>*Bank Contact Name:</b>

**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 AIRESRING 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 AIRESRING CREDIT.

<b>*Signature of Applicant:</b>	<b>*Printed Name of Applicant:</b>
<b>*Date:</b> / /	<b>*Title of Applicant:</b>



# 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 - NASPO ValuePoint Cloud Solutions contract AR2505

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

		<b>ORDER FORM AND TERM PLAN</b> <b>SD-WAN (with Voice)</b> <b>Cloud Business Phone System</b>			*Carrier:
*Quote ID#: 1122851329					*IP Provider:
*Quote Expiration: 09/15/2020		<b>Sales Support: 844-832-8514</b> <b>Email to <a href="mailto:orders@airespring.com">orders@airespring.com</a> or Fax to 888-899-2928</b>			Channel Mgr: Charlie Lomond
*Proposal ID#: 214163					*Agent: Brent Vaut
*OMR#:					*Agent ID: CNG0001
*NPANXX: 972-483					*Solutions Engineer:
					*Submitted By: Gabriel Valderrama
<b>IMPORTANT -- ALL BOLDED FIELDS WITH AN ASTERISK (*) MUST BE COMPLETED</b>					
<b>PHYSICAL LOCATION</b>					
*Order Type: New: <input type="checkbox"/> Move: <input type="checkbox"/> Upgrade: <input type="checkbox"/>					
*Company Name: City of Glenn Heights - NASPO ValuePoint Cloud Solutions contract AR2505		*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:	
<b>CONTACT INFORMATION</b>					
	*Name	Title	*Phone	Mobile Phone	E-mail
*Customer Contact:					
*Technical/Vendor Contact:					
*On-Site Contact:					
<b>THE FOLLOWING INITIALS &amp; SIGNATURES ARE REQUIRED</b>					
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."		
<b>SD-WAN INFORMATION AND PRICING</b>					
<b>Description</b>	<b>Term</b>	<b>Quantity</b>	<b>MRC</b>		
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	\$130.00		
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		
Additional Equipment Required for Voice Services	3-Year	1	\$15.00		
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	Optional Managed Router MRC	Optional Managed Router NRC
F-E 50	AT&T	\$143.00	\$0.00	\$455.00	\$0.00		
Broadband connectivity speeds are listed as BB in the Capacity Field.						Satellite connectivity speeds are listed as SAT in the Capacity Field	
Each circuit requires its own router, either provided by customer or rented from Airespring, unless such circuit is used for failover. Maximum of 2 circuits per Airespring provided router when used in failover configuration.							

### EXISTING CONNECTIONS

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

### 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

### AIRESRING VOICE SERVICES

Zone	Service	Quantity	MRC	NRC
	AirePBX Business Seat	12	\$204.00	\$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)  
*(Customer is responsible for all International traffic, including fraud.)*

\*INT'L RATE PLAN #3  
Rates are provided here:  
[International Rates](#)

Block International  
(See Terms of Service for limitation of liability)

OFFSHORE: Rates are provided at  
[Offshore Rates](#)

**AIRESPRING SUPPLIED IP PBX PHONES\***

- AirePBX is only supported with Airespring supplied equipment.
- 3-year discounted phones may not exceed the number of 3-year seats selected.
- 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.*

<b>S&amp;H CHARGES</b> <i>(Applies to All Phones)</i>	<b># Of Phones</b>	<b>Ground Shipping</b>	<b>Additional Charges for Expedited Shipping</b>
	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

<b>*Minimum one (1) year management fee MRC required if purchasing BEC or CradlePoint.</b>	<b>*Shipping &amp; Handling per BEC / CradlePoint:</b> (Ground Shipping) \$24.73 NRC	<b>Shipping &amp; Handling per Switch:</b> (Ground Shipping) \$20.00 NRC	<b>Additional Charges for Expedited Shipping</b>
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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**

<b>Toll Free Numbers (1-50 Numbers)</b>	MRC per Number	NRC per Number	Quantity: <b>0</b>	MRC: <b>\$0.00</b>	NRC: <b>\$0.00</b>
	\$1.00	\$5.00			
<b>Toll Free Numbers (above 50)</b>	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.)*

YES                      Quantity:                       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.](#)

**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 \*: \$1002.00**

\*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.

**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/>

Additional Services, Equipment, Features, and Fees are incorporated into this document by reference: <http://additionalterms.airespring.com/Documents/Additional%20Fees%20070820.htm>

# 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				
<b>Main</b> <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/E911 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:		<b>REQUIRED: INCLUDE COPIES OF PAYMENT SUMMARY PAGE FROM 3 RECENT BILLS FROM YOUR CURRENT SERVICE PROVIDER</b>	
*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](http://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/](http://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/](http://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](http://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](mailto: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 it 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](mailto: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](mailto: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.

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**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](mailto: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](mailto:tt@airespring.com)

Cancellation requests must be made in writing to Airespring by e-mail to [macd@airespring.com](mailto: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: October 6, 2020**

## **SUBJECT**

Take action on the renderings for the social justice art project and authorizing the expenditure of an amount not to exceed \$10,000 to be appropriated from the General Fund Reserves.

## **REPORT IN BRIEF**

This item will allow the City Council to review and approve art designs for the social justice art project that will be located on the food pavilion housed at Heritage Community Park.

## **BACKGROUND / DISCUSSION**

The City of Glenn Heights would like to stand in solidarity with the social justice movement that is taking place across the country. To show support, the City Council voted (5-2) on July 7, 2020, to commission an artist to design and paint "Black Lives Matter" prominently in the City.

On August 4, 2020, Carl Hess, of Carl Hess Portraits, presented his design, which projected the phrase "Black Lives Matter" prominently on the brick of the concession stand. After Council discussion, Mr. Hess was directed to create two additional design options for the Council to review and select later.

Mr. Hess is a realism portrait artist and will infuse his signature style of painting into this creation by spotlighting recognizable individuals from the Black Lives Matter movement, Me Too movement, and other notable social justice occurrences into each letter of the statement. Each letter will be painted in black and white hues with an emphasis of color in each subject on a statement area (e.g. a head wrap, earrings, shirt, or glasses).

Mr. Hess has provided two examples of sample artwork for your consideration in addition to the first “Black Lives Matter” art presented in August. All drafts have been attached to this report. Mr. Hess can complete the project within a 10-day timeframe.

### **FISCAL IMPACT**

Any combination of artwork selected for the final design will total approximately \$10,000 to execute.

### **PUBLIC CONTACT**

Carl Hess, portrait artist, [www.carlhess.com](http://www.carlhess.com)

### **ALTERNATIVES / RECOMMENDATION**

Staff recommends that all these designs can be considered and swapped between proposals to create the final mural design.

### **PREPARED BY**

Lauren Lewis, Community Engagement Administrator

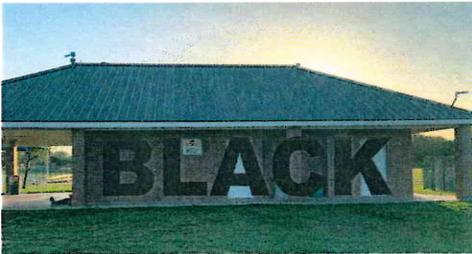
### **ATTACHMENTS**

- I. Proposal 1 – Black Lives Matter
- II. Proposal 2 – No matter what, we are in this together.
- III. Proposal 3 – BLM, Protest and Caring Hands

CH

# CARL HESS PORTRAITS PROPOSAL

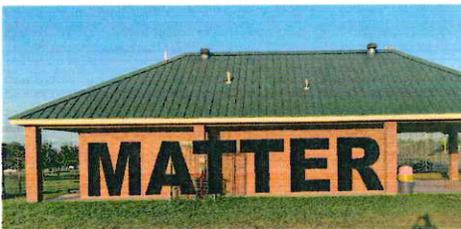
Black Lives Matters displayed on  
East, North, and West side of  
building



East Side



North Side



West Side

Option to paint the poles and/or south  
side of building is available upon request.

## PREPARED FOR GLENN HEIGHTS, TX

### SUBJECT

Realism Mural spotlighting 17 individuals that are recognizable faces of the Black Lives Matter Movement.

### DIMENSIONS

6' vertical letters

### HUE

Black & White with an emphasis of color in each subject on a particular area (ex. Head wrap, earrings, shirt, glasses)

### TIME FRAME

7 days

## LETTER DESIGN



CHESARTWORLD@GMAIL  
.COM



WWW.CARLHESS.COM



(901) 921-6970

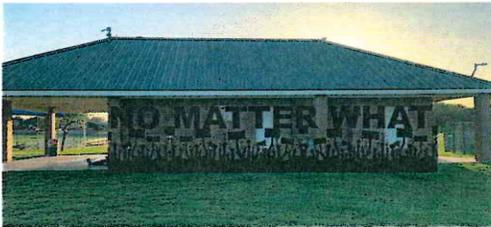


@CARLHESSART

CH

# CARL HESS PORTRAITS PROPOSAL

- 1) No Matter What (protesters beneath)
  - 2) We Are
  - 3) In This Together
- displayed on East, North, and West side of building



East Side



North Side



West Side

## PREPARED FOR GLENN HEIGHTS, TX

### SUBJECT

Mural spotlighting Multiple individuals that are recognizable faces of the Black Lives Matter Movement, Equal Justice, Me Too Movement, etc.

### DIMENSIONS

6' w/ two rows of letters

### HUE

Black & White with an emphasis of color in each subject on a particular area (ex. Head wrap, earrings, shirt, glasses)

### TIME FRAME

7 days

## LETTER DESIGN



CHESARTWORLD@GMAIL  
.COM



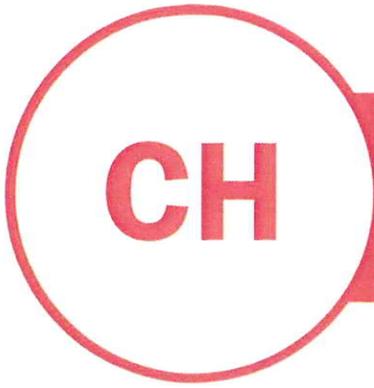
WWW.CARLHESS.COM



(901) 921-6970



@CARLHESSART



# CARL HESS PORTRAITS PROPOSAL

- 1) Black Lives Matters
- 2) Fist and Protest signs
- 3) Heart Hands displayed on East, North, and West side of building

## PREPARED FOR GLENN HEIGHTS, TX

### SUBJECT

Mural spotlighting Multiple individuals that are recognizable faces of the Black Lives Matter Movement, Equal Justice, Me Too Movement, etc.

### DIMENSIONS

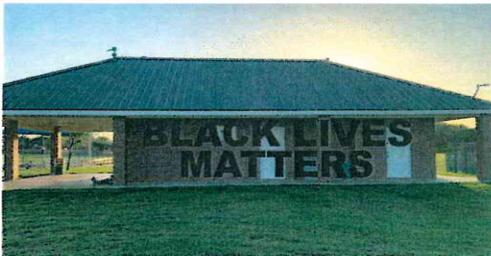
6' w/ two rows of letters

### HUE

Black & White with an emphasis of color in each subject on a particular area (ex. Head wrap, earrings, shirt, glasses)

### TIME FRAME

7 days



East Side



North Side



West Side

## LETTER DESIGN



[CHESSARTWORLD@GMAIL.COM](mailto:CHESSARTWORLD@GMAIL.COM)



[WWW.CARLHESS.COM](http://WWW.CARLHESS.COM)



(901) 921-6970



@CARLHESSART







# CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

**Date: October 6, 2020**

## **SUBJECT**

Take action on a Site Plan request by Aaron Blake and Harvest Family Life Ministries, on behalf of Harvest Hill Family Church for a church. The 6.037-acre property is situated in the Samuel Clark Survey, Abstract No. 249, and is zoned Single-Family 1 (SF-1) with a null and void SUP for Fresh Start Community Church. The property address is 1800 South Hampton Road, Glenn Heights, Dallas County, Texas. The land is currently developed with an unfinished structure. The applicant proposes to complete the construction of this structure and develop the remainder of the property in accordance with the City's Zoning Ordinance requirements for churches.

## **REPORT IN BRIEF**

City Council will hear a Site Plan request for a church.

## **BACKGROUND / DISCUSSION**

Given the underlying zoning, the applicant proposes to develop the property by completing the construction of a church. A Specific Use Permit was approved by the City Council of the City of Glenn Heights on August 4, 2008 via Ordinance O-23-08. However, this Ordinance states that the Specific Use Permit shall be specific to the owner/applicant Fresh Start Community Church, and may not be transferred to another person, entity or location without the approval of the City Council of the City of Glenn Heights, Texas. Since Harvest Family Life Ministries took ownership in 2017, the SUP has become null and void. The applicant requests to develop the sight similar to the original site plan of the Fresh Start Community Church but cannot move forward with

construction without City Council approval of a site plan for Harvest Hill Family Church and Harvest Family Life Ministries.

### Zoning Ordinance

The Zoning Ordinance defines a church as:

*CHURCH. A building for regular assembly for religious worship which is used primarily and designed for such purpose and those accessory activities which are customarily associated therewith, and may be a place of residence for ministers, priests, nuns or rabbis on the premises. A place of worship, including a church, synagogue, temple, mosque or other building or facility, primarily engaged in religious worship. The term "accessory activities" does not include uses such as schools, recreational facilities, day care or child care facilities, kindergartens, dormitories, or other facilities for temporary or permanent residences, which are connected or related to the church or the principal building on the site, or are located on the same site, even if the curriculum or services offered as part of such use includes religious services or training.*

For all properties zoned Single Family 1 (SF-1), a church is permitted subject to the approval of a site plan by City Council. Approval of this request would allow the applicant to submit building permit applications to finish developing the site at 1800 South Hampton Road. Approval of this request would subsequently approve the intended use of the proposed structure. If reviewed favorably by the Planning and Zoning Commission and approved by City Council, the applicant will process building permits for approval that reflect the requirements of the Zoning Ordinance for the proposed use, and any conditions of approval that may be subsequent to the approval of this site plan.

### **FISCAL IMPACT**

N/A

## **PUBLIC CONTACT**

Notices were mailed to adjacent property owners within two hundred feet (200') of the subject property by September 21, 2020. Notice was also published in a local newspaper on September 20, 2020, as required by state law and the City of Glenn Heights Comprehensive Zoning Ordinance.

## **ALTERNATIVES / RECOMMENDATION**

Staff recommends approval of this Site Plan as presented. On September 14, 2020, the Planning and Zoning Commission also recommended approval of the Site Plan as presented.

## **PREPARED BY**

Miamauni Hines, Planner

## **REVIEWED BY**

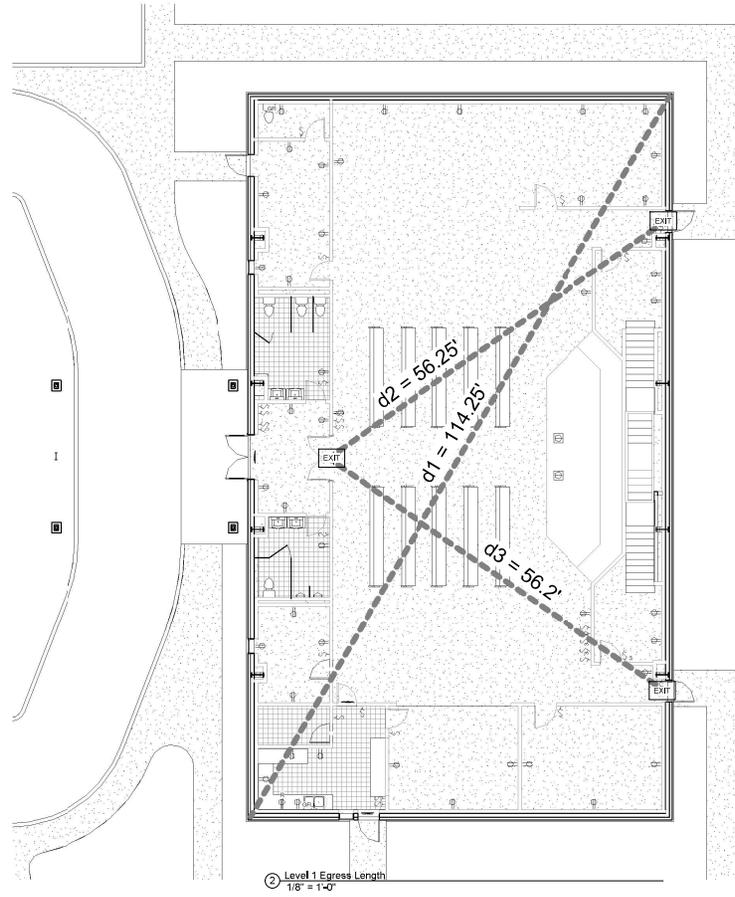
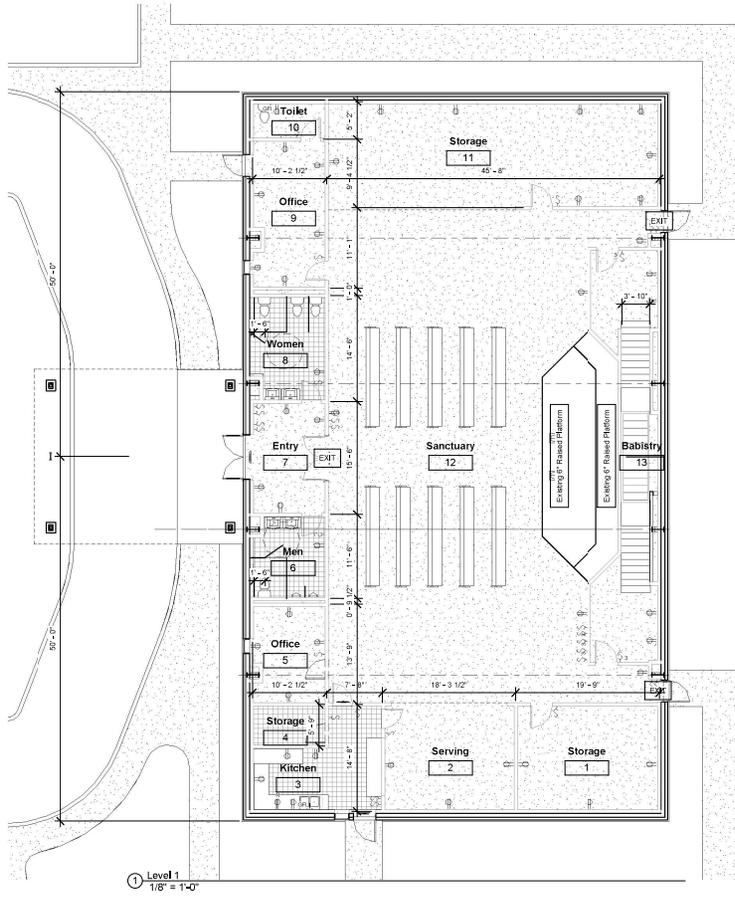
Marlon Goff, Interim Planning and Development Services Director

## **ATTACHMENTS**

- I. Harvest Hill Family Church Site Plan







Submittal for Site Plan review and approval

**Harvest Hill Family Church**

1800 S. Hampton Blvd  
Glenn Heights, Texas

Revisions


Floor Plan

**A3**

May 19, 2020









# CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

**Date: October 6, 2020**

## **SUBJECT**

First reading of 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 the 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) for each offense; and providing an effective date.

## **REPORT IN BRIEF**

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.

On June 29, 2020, the Planning and Zoning Commission recommended denial of the proposed Planned Development. The applicant has since worked with Staff to resolve most of the concerns expressed at this meeting. Due to these changes, City Council voted to remand this request back to the Planning and Zoning Commission for its review and reconsideration on August 4, 2020.

## **BACKGROUND / DISCUSSION**

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

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 viewscapes, 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):

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 \$0.804430 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 September 21, 2020. Notice was also published in a local newspaper by September 20, 2020 as required by state law and the City of Glenn Heights Comprehensive Zoning Ordinance.

#### **ALTERNATIVES / RECOMMENDATION**

Staff recommends approval of the proposed Planned Development as presented. On September 14, 2020 the Planning and Zoning Commission recommended approval of the proposed Planned Development as presented.

**PREPARED BY**

Miamauni Hines, Planner

**REVIEWED BY**

Marlon Goff, Interim Planning and Development Services Director

**ATTACHMENTS**

- I. 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 THE 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:

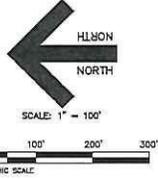
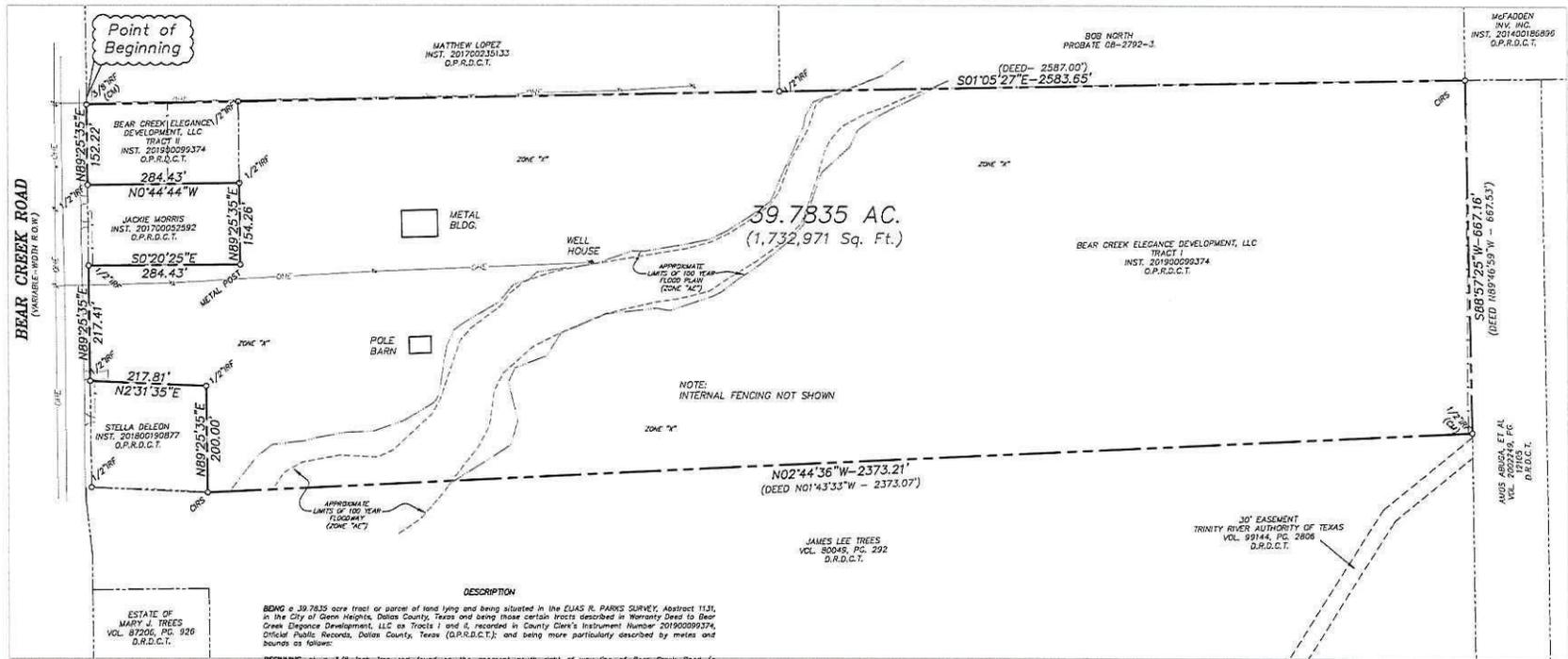
\_\_\_\_\_  
Harry A. Garrett, Mayor

ATTEST:

\_\_\_\_\_  
Brandi Brown, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Victoria Thomas, City Attorney



- LEGEND**
- CHS 3/8 INCH IRON ROD SET WITH CAP STAMPED "C&J"
  - CHS 5/8 INCH IRON ROD FOUND WITH CAP STAMPED "C&J"
  - CHS UNLESS OTHERWISE SHOWN
  - CHS IRON ROD FOUND
  - CHS NON PIPE FOUND
  - CHS CONTROL MONUMENT
  - CHS RECORD BEARING/DISTANCE
  - CHS DEED RECORDS, DALLAS COUNTY, TEXAS
  - CHS OFFICIAL PUBLIC RECORDS DALLAS COUNTY, TEXAS
  - CHS COUNTY CLERK'S FILE NUMBER
  - CHS SELF WIRE
  - CHS POWER POLE
  - CHS SANITARY SEWER MANHOLE
  - CHS SIGN
  - CHS WATER METER
  - CHS WATER VALVE
  - CHS CONDUIT
  - CHS EASEMENT
  - CHS FENCE
  - CHS OVERHEAD ELECTRIC

**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 Glen 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 20190009374, Official Public Records, Dallas County, Texas (D.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 to 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, D.P.R.D.C.T.;

**THENCE** South 21 degrees 05 minutes 27 seconds East, along the east line of said Tract II and the west line of said Lopez tract, a distance of 284.43 feet past 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 to a distance of 1255.52 feet past 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 2543.65 feet to a 5/8 inch iron rod with plastic cap marked "C&J" set (hereinafter referred to as a set iron rod) for the southwest 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 McRobison Investments, Inc., recorded in County Clerk's Instrument Number 201400188896, D.P.R.D.C.T.; and the northeast corner of that certain tract described in Warranty Deed to Amos Abzug, recorded in Volume 2502246, Page 17156, Deed Records, Dallas County, Texas (D.P.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 Abzug tract, a distance of 671.16 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.P.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 201600108877, D.P.R.D.C.T.;

**THENCE** North 83 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 212.41 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, D.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 194.26 feet to a 1/2 inch iron rod found for the southeast corner of said Morris tract and the northeast corner of the aforementioned Bear Creek Elegance Development, LLC Tract I;

**THENCE** North 00 degrees 44 minutes 44 seconds West, along the east line of said Morris tract and the west line of said Tract I, 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 northeast corner of said Tract I;

**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 (1,322,971 square feet) of land.

- GENERAL NOTES**
- The bearings shown hereon are based on the found monumentation noted as "C&J" (Control Monument) of the deed to BEAR CREEK ELEGANCE, recorded in Vol. 20180009374, D.P.R.D.C.T. as measured by systematic GPS observation based upon the Leica SmartReck, GEO132A, Texas North Central zone, NAD83.
  - According to the Flood Insurance Rate Map published by the Federal Emergency Management Agency, the subject property appears to be located in Zone "X" (Areas determined to be outside the 100-Year Flood Plain) and in Zone "AE" (Areas where Base Flood Elevations have been determined), as shown on Map No. 481100020C, Map Revised, July 2, 2014, for Dallas County, Texas and incorporated areas. This flood statement does not imply that the property and/or the structures located in Zone "X" will be free from flooding or flood damage. This flood statement shall not create liability on the part of the surveyor.
  - The survey was prepared without the benefit of a title commitment. Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, adverse title evidence, or any other facts which an accurate and current title search may disclose.
  - UTILITIES: The surveyor did not research the location and/or existence of utility service lines for the subject property, and any underground utilities shown hereon were taken from record information or a representation of routing maps by their respective companies; actual locations were not field verified except at surface structure such as manholes.



LOCATION MAP  
N.T.S.

**TITLE SURVEY**

BEING A 39.7835 ACRE TRACT OF LAND SITUATED IN THE ELIAS R. PARKS SURVEY, A-1131, CITY OF GLEN HEIGHTS, DALLAS COUNTY, TEXAS

The plot hereon is an accurate representation of the property as determined by on the ground survey, subject to any and all easements, reservations and restrictions that may be of record, the lines and dimensions of said property being indicated by the plot, the size, location and type of buildings and improvements are as shown, all visible improvements being within the boundaries of the property set back from the property lines the distance indicated. There are no visible encroachments, conflicts or protrusions except as shown.

Surveyed on the ground, 26 AUGUST, 2019.

*Kerry M. Koefner*  
KERRY M. KOEFNER - M.P.L.S. 4562

19 SEPT, 2019



<b>JDJR</b>	PREPARED BY:	ENGINEERS AND CONSULTANTS, INC.
	ENGINEERS • LAND PLANNERS • SURVEYORS	2500 Texas Drive Suite 100 Irving, Texas 75038
DATE: 19 SEPT, 2019	DRAWN BY: KSH	JDJR PROJECT NO. 1293-1-19
SCALE: 1" = 100'	CHECKED BY: KSH	© COPYRIGHT 2019

## 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. 19-006-RZ  
BEAR CREEK ELEGANCE  
39.820 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.

<b>Planned Development – Single Family (PS/SF-3)</b>	
<b>Lot Size (Minimum)</b>	
Lot Area (sq. ft.)	9,000
Lot Width (feet)	65*
Lot Depth (feet)	120**
<b>Yard Requirements – Main Structures</b>	
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%
<b>Dwelling Regulations</b>	
Minimum Living Area (sq. ft.)	2,000
Height of Main Structure (feet)	35
<b>Landscape Regulations</b>	
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 playground area amenities.
- G. A eight (8) foot tall vinyl fence shall be installed along the east side of the development adjacent to the Lopez property (approximately 1,269 linear feet.
- H. Lots 13, 14, 15, and 16 Block A shall have one story residences. No two story residences will be allowed on these lots.
- I. Prior to construction of this development or any phase thereof, the developer must submit a traffic impact analysis to the City for approval.

## **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:

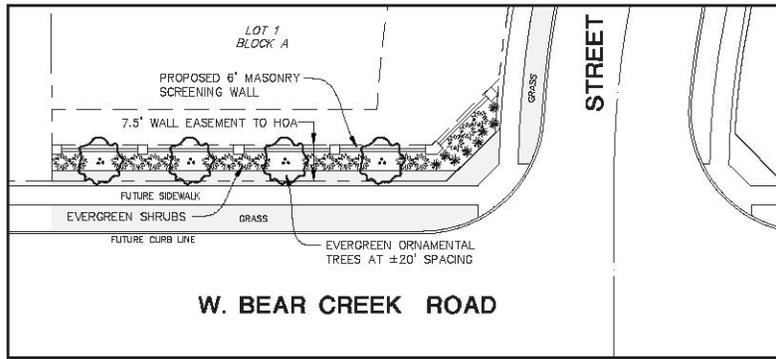
**1. Street Treatments – Entry Feature and Signage at Entries**

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

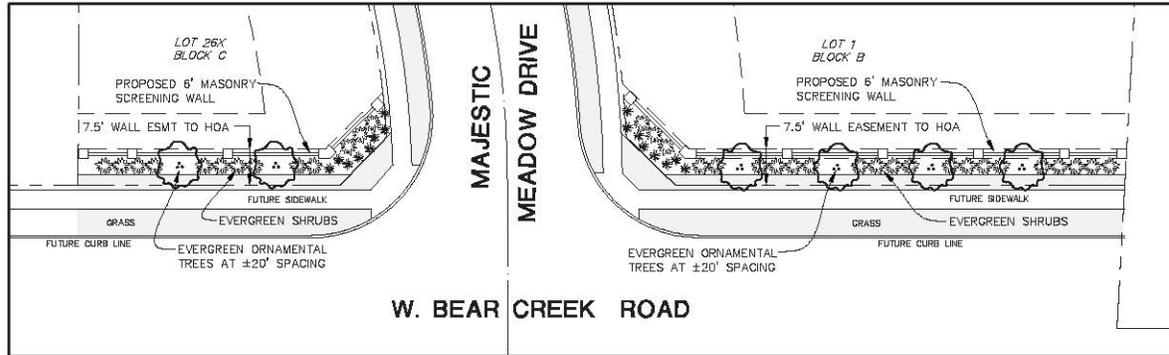
**a. Desirable Design Attributes**

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.

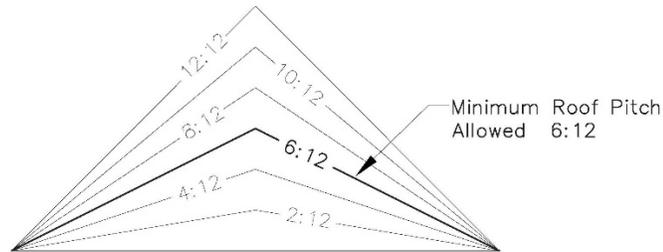


### 3. Exterior facades – Chimneys

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.

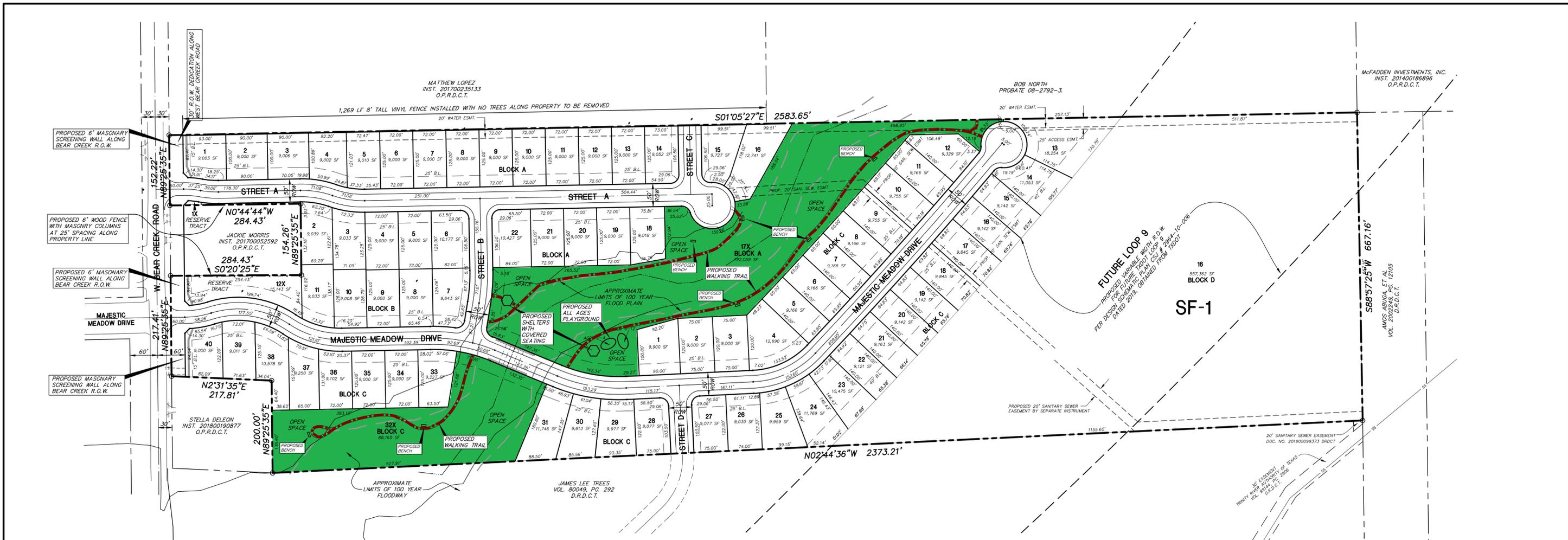
## **9. Residential Landscaping**

- 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.





**SITE DATA**

GROSS SITE AREA	1,175,609 SF (26.988 ACRES)
W. BEAR CREEK RD. R.O.W. DEDICATION	12,294 SF (0.282 ACRES)
NET SITE AREA	1,163,315 SF (26.706 ACRES)
TOTAL NUMBER OF LOTS	70 LOTS
DENSITY (LOTS PER NET ACRE)	2.62 LOTS/ACRES
TOTAL OPEN SPACE	280,224 SF (6.43 ACRES) = 24.1%
OPEN SPACE (OUTSIDE FLOOD PLAIN)	131,299 SF (3.01 ACRES) = 11.3%
USABLE OPEN SPACE	98,090 SF (2.25 ACRES) = 8.4%

**DEVELOPMENT STANDARDS**

**SF-3 LOTS (BLOCKS A, B, AND C)**

MINIMUM LOT AREA: 9,000 SF  
 MINIMUM LOT WIDTH: 65 FT  
 MINIMUM LOT DEPTH: 120 FT  
 (100 FT FOR LOT 1-4 & 18, BLOCK A AND LOT 1, 12-14 & 40, BLOCK C)  
 MINIMUM FRONT YARD: 25 FT  
 MINIMUM SIDE YARD: 5 FT (INTERIOR)  
 15 FT (ADJACENT TO STREET)  
 MINIMUM REAR YARD: 20 FT  
 (40 FT ADJACENT TO FUTURE LOOP 9)  
 MINIMUM FLOOR AREA PER DWELLING UNIT: 2,000 SF  
 MINIMUM AVERAGE LOT AREA: 9,500 SF

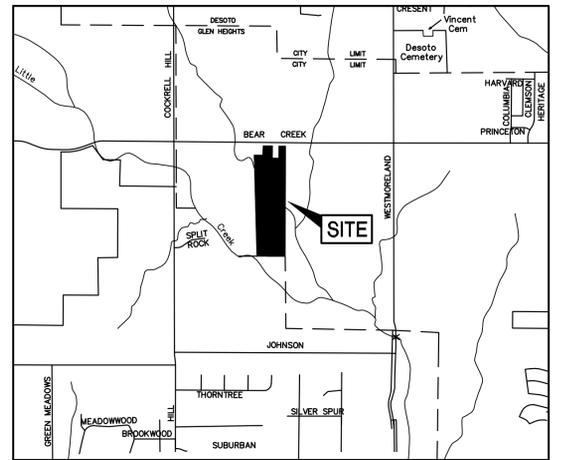
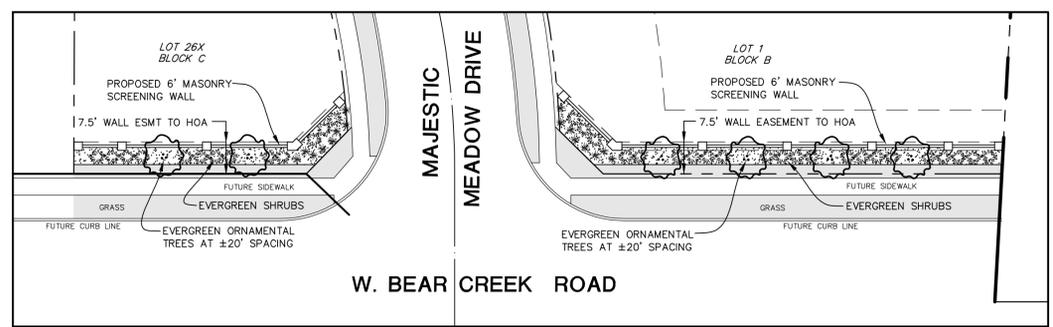
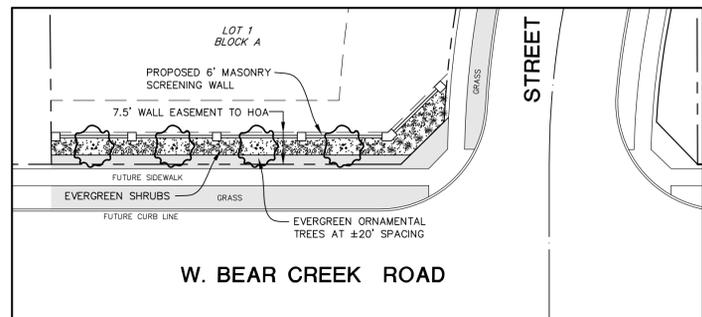
WOOD FENCE SCREENING WILL BE CONSTRUCTED AT THE TIME OF LOT DEVELOPMENT ALONG THE EAST, WEST AND SOUTH SIDE OF THE ADDITION, EXCEPT FOR OPEN-SPACE/FLOOD PLAIN AND ALONG THE EAST SIDE ADJACENT TO THE LOPEZ PROPERTY. AN 8 FT. TALL SOLID VINYL FENCE WILL BE INSTALLED ADJACENT TO THE LOPEZ PROPERTY.

LOTS 13, 14, 15, & 16, BLOCK A SHALL BE ONE STORY RESIDENCES. TWO STORY STRUCTURES WILL NOT BE ALLOWED ON THESE LOTS.

ALL LOTS WILL COMPLY WITH ALL OTHER REQUIREMENTS OF SF-3 ZONING.

**SF-1 LOTS (BLOCKS D)**

ALL LOTS WILL COMPLY WITH ALL REQUIREMENTS OF SF-1 ZONING.



**CONCEPT PLAN PD FOR SF1 AND SF-3 BEAR CREEK ELEGANCE**  
 39.984 ACRES  
 GLENN HEIGHTS, TEXAS

PREPARED BY:  
**JDJR ENGINEERS & CONSULTANTS, INC.**  
 TSBP REGISTRATION NUMBER F-8527

ENGINEERS • SURVEYORS • LAND PLANNERS  
 2500 Texas Drive Suite 100 Irving, Texas 75062  
 Tel 972-252-5357 Fax 972-252-8958

DATE: NOV. 13, 2019	DRAWN BY: SAS	SHEET NO.
SCALE: 1" = 100'	CHECKED BY: JDJR	1 OF 1

**REVISIONS:**

11/13/19	MIN LOT SIZE
2/03/20	PER CITY REVIEW
3/24/20	PER CITY REVIEW
4/15/20	ADD FUTURE LOOP 9
5/27/20	PER CITY REVIEW
6/03/20	PER CITY REVIEW
6/25/20	PER CITY REVIEW
7/30/20	PER CITY REVIEW
9/25/20	P&Z COMMENTS

SHADED AREA INDICATES OPEN SPACE AREAS

**DEVELOPER:**  
 BEAR CREEK ELEGANCE DEVELOPMENT, LLC  
 4224 SUMAYYAH DRIVE  
 IRVING, TEXAS 75038  
 TEL: 508-816-9544  
 CONTACT: MOHAMMED TARIQ  
 EMAIL: mohammed2022@yahoo.com







# CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

**Date: October 6, 2020**

## **SUBJECT**

First reading of Ordinance O-19-20, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Glenn Heights, as heretofore amended by granting a change in zoning by granting a Specific Use Permit with special conditions to allow for the construction and agricultural use of an accessory structure with a floor area of approximately 2,700 square feet on land zoned Single Family-1 ("SF-1") and being an approximately 0.996-acre tract described as Lot 6, Block C of Morgan Heights, more commonly known as 705 Barton Avenue, Glenn Heights, Dallas county, Texas and being more particularly described and depicted in Exhibit "A" attached hereto; providing for approval of the site plan attached hereto as Exhibit "B"; providing for approval of the elevations attached hereto as Exhibit "C"; providing a conflicts clause; providing a severability clause; and providing an effective date. (First Reading) (Marlon Goff, Interim Planning & Development Director)

## **REPORT IN BRIEF**

City Council will hear a Specific Use Permit request for an accessory structure with a floor area greater than 650 square feet.

## **BACKGROUND / DISCUSSION**

Given the underlying zoning and existing development, the applicant proposes to further develop the property by constructing an accessory structure with a floor area of 2,700

square feet. The applicant proposes to use this structure for the storing and keeping personal lawn maintenance and construction equipment.

### Zoning Ordinance

The Zoning Ordinance defines an accessory building:

*ACCESSORY BUILDING. A subordinate building or a portion of the main building located on the same lot as the main building, the use of which is incidental to that of the dominant use of the building or premises and not exceeding the maximum lot coverage. Accessory buildings must meet all requirements of the zoning district in which they are located. Accessory buildings generally include parking garages, adjacent farm structures, home workshops and tool houses, storage shed, home greenhouses, etc. Farms with working barns may be exempt if the land is subject to an agricultural use exemption; proof of receipt of such an exemption from the applicable appraisal district must be available for inspection. Accessory buildings may only exist in conjunction with a primary structure and may not be constructed in the absence of a primary structure unless provided by ordinance. In the event a primary structure is destroyed, the accessory building may continue to exist in the absence of the primary structure for six months provided a primary structure is being reconstructed. Failure to timely construct a primary structure requires the removal of the accessory structure. Accessory structures shall not include structures commonly known as sea boxes, PODs, trailer containers, railroad boxes and the like.*

For all properties zoned SF-1, an accessory building is allowed if it is under 650 square feet and meets all applicable design criteria as stated in the City's Zoning Ordinance. However, an accessory building with a floor area greater than 650 square feet requires that a Specific Use Permit request be considered by the Planning and Zoning Commission and City Council. Approval of this request would allow the applicant to submit a building permit application for the construction of such structure at 705 Barton Avenue. Approval of this request would subsequently approve the intended use of the proposed structure.

#### Section IX4.4.B – Status of Conditionally Permitted Uses

The following general rules apply to all conditional uses:

1. The designation of a use in a zoning district as may be permitted by SUP in Section XI.4.4 of this Ordinance does not constitute an authorization or assurance that such use will be approved.
2. Approval of a Specific Use Permit shall authorize only the particular use for which the SUP is issued. An SUP may only be issued to the identified property and to the applicant. Any change in applicant shall render the SUP null and void. An SUP cannot be transferred to any other owner, applicant or property.
3. No use authorized by a Specific Use Permit shall be enlarged, extended or relocated, nor may the number of dwelling units be increased, unless an application is made for approval of a new Specific Use Permit in accordance with the procedures set forth in Section XI.4.4 of City Code of Ordinances.
4. Development of the use shall not be carried out until the applicant has secured all the permits and approvals required by these zoning regulations, the City Code of Ordinances, and any permits that may be required by regional, State or Federal agencies.

The applicant meets and is amendable to these requirements. If approved by City Council, the applicant will process a Site Plan for approval that reflects the requirements of the Zoning Ordinance for the proposed use and any conditions of approval that will become part of the ordinance granted with this SUP request.

#### **FISCAL IMPACT**

N/A

#### **PUBLIC CONTACT**

Notices were mailed to adjacent property owners within two hundred feet (200') of the subject property by September 21, 2020. Notice was also published in a local newspaper by September 20, 2020 as required by state law and the City of Glenn Heights Comprehensive Zoning Ordinance.

## **ALTERNATIVES / RECOMMENDATIONS**

Staff recommends approval of this Specific Use Permit request with the condition that the site be further developed in accordance with the presented site plan and elevations. On September 14, 2020, the Planning and Zoning Commission also recommended approval of this Specific Use Permit request with the condition that the site be further developed in accordance with the presented site plan and elevations.

## **PREPARED BY**

Miamauni Hines, Planner

## **REVIEWED BY**

Marlon Goff, Interim Planning and Development Services Director

## **ATTACHMENTS**

- I. Ordinance O-19-20

**ORDINANCE O-19-20**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF GLENN HEIGHTS, AS HERETOFORE AMENDED BY GRANTING A CHANGE IN ZONING BY GRANTING A SPECIFIC USE PERMIT WITH SPECIAL CONDITIONS TO ALLOW FOR THE CONSTRUCTION AND AGRICULTURAL USE OF AN ACCESSORY STRUCTURE WITH A FLOOR AREA OF APPROXIMATELY 2,700 SQUARE FEET ON LAND ZONED SINGLE FAMILY-1 (“SF-1”) AND BEING AN APPROXIMATELY 0.996-ACRE TRACT DESCRIBED AS LOT 6, BLOCK C OF MORGAN HEIGHTS, MORE COMMONLY KNOWN AS 705 BARTON AVENUE, GLENN HEIGHTS, DALLAS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT “A” ATTACHED HERETO; PROVIDING FOR APPROVAL OF THE SITE PLAN ATTACHED HERETO AS EXHIBIT “B”; PROVIDING FOR APPROVAL OF THE ELEVATIONS ATTACHED HERETO AS EXHIBIT “C”; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, after public notice and public hearing as required by law, the Planning and Zoning Commission of the City of Glenn Heights, Texas, has recommended the amendment of the Comprehensive Zoning Ordinance and Map of the City of Glenn Heights, Texas by changing the zoning to add a specific use permit with special conditions to allow for the construction and agricultural use of an accessory structure with a floor area of approximately 2,700 square feet on land zoned Single Family-1 (“SF-1”) and being approximately 0.996 acres of land described as Lot 6, Block C of Morgan Heights, and more commonly described as 705 Barton Avenue, Glenn Heights, Dallas County, Texas; and

**WHEREAS**, after public notice and public hearing as required by law and upon due deliberation and consideration of the recommendation of said Planning and Zoning Commission and of all testimony and information submitted during said public hearing, the City Council of Glenn Heights, Texas, 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 Zoning Ordinance be amended as described below;

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

**SECTION 1.** All of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** The Comprehensive Zoning Ordinance and Map of the City of Glenn Heights, as heretofore amended, be and they are hereby further amended by granting a

Specific Use Permit with special conditions to allow for the construction and agricultural use of an accessory structure with a floor area of approximately 2,700 square feet on land zoned Single Family-1 ("SF-1") being approximately 0.996 acres of land described as Lot 6, Block C of Morgan Heights, more commonly known as 705 Barton Avenue, Glenn Heights, Dallas County, Texas, as being more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

**SECTION 3.** The Specific Use Permit established and described in Section 2 herein shall be and is hereby made subject to the following special conditions and requirements:

1. The construction and agricultural use of the accessory structure must comply with all applicable local and state laws regulating said activity on the Property.
2. No businesses shall be operated in, on, or from the accessory structure unless approved by separate action of the City Council of the City of Glenn Heights.
3. During the agricultural use of the accessory structure, there may be no creation of a nuisance by unreasonable odor, noise, glare, litter or unsightly matter, and there must be general compliance with health and sanitation ordinances and state laws regulating said agricultural activities.
4. No outdoor storage associated with the accessory structure shall be visible from any public street.
5. Construction and operation of the accessory structure shall be in conformance with the site plan, attached hereto as Exhibit "B", which is incorporated herein for all purposes.
6. Construction and operation of the accessory structure shall be in conformance with the elevations for the site, attached hereto as Exhibit "C", and incorporated herein for all purposes.
7. Any violations of the terms and conditions of the SUP shall render the same null and void without necessity of further hearing.
8. No fertilizers, flammable liquids, gases, or solids shall be stored in or around the accessory structure, except fuel in amounts necessary to fuel equipment incidental to the residential use of the property. Any flammable liquids used to fuel equipment incidental to the residential use of the property shall not exceed 30 gallons in total for all fuel types.

**SECTION 4.** All ordinances, orders or resolution 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 5.** If any section, article, paragraph, sentence, clause, phrase or word in this ordinance is held invalid, illegal, or unconstitutional by a 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 6.** An offense committed before the effective date of this Ordinance is governed by the prior law and the provisions of the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

**SECTION 7.** 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 violation shall continue shall be deemed to constitute a separate offense.

**SECTION 8.** This Ordinance shall take effect immediately from and after its passage and adoption

**PASSED, ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS ON THE \_\_\_ DAY OF \_\_\_\_\_ 2020.**

\_\_\_\_\_  
Harry A. Garrett, Mayor

ATTEST:

\_\_\_\_\_  
Brandi Brown, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Victoria Thomas, City Attorney  
(100120vwtTM118337)

**EXHIBIT "A"**  
**[Legal Description and/or Survey]**



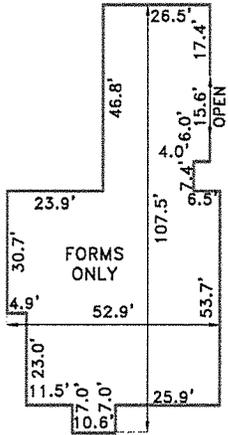
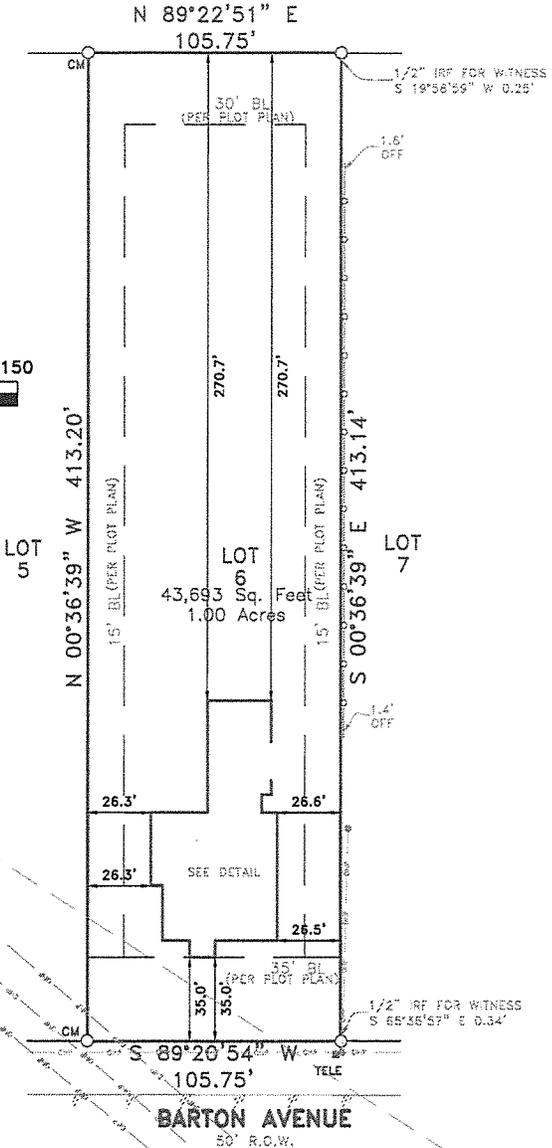
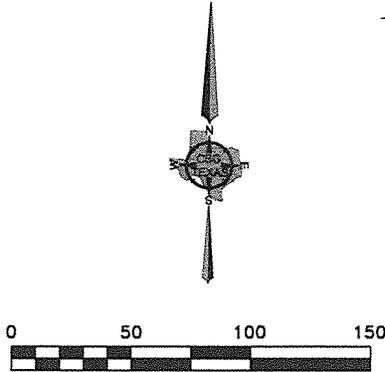
# 705 Barton Avenue

Being Lot 6, Block C, MORGAN HEIGHTS ADDITION, an Addition to the City of Glenn Heights, Dallas County, Texas, according to the Map or Plat thereof recorded in Volumes 40, Page 47, Map Records of Dallas County, Texas.

EQUITY TRUST COMPANY CUSTODIAN FBO SURESH SHRIDHARAN, IRA  
DOC. NO. 201260382618

### LEGEND

- 1/2" ROD FOUND
- ⊙ 1/2" ROD SET
- 1" PIPE FOUND
- ⊠ "x" FOUND/SET
- ⊙ 5/8" ROD FOUND
- ◆ POINT FOR CORNER
- FENCE POST FOR CORNER
- CM CONTROLLING MONUMENT
- AC AIR CONDITIONER
- PE POOL EQUIPMENT
- TE TRANSFORMER PAD
- COLUMN
- ⊙ POWER POLE
- ▲ UNDERGROUND ELECTRIC
- △ OVERHEAD ELECTRIC
- OHP— OVERHEAD ELECTRIC POWER
- OES— OVERHEAD ELECTRIC SERVICE
- CHAIN LINK
- WOOD FENCE 0.5' WIDE TYPICAL
- II— IRON FENCE
- X— BARBED WIRE
- DOUBLE SIDED WOOD FENCE
- /— EDGE OF ASPHALT
- /— EDGE OF GRAVEL
- CONCRETE
- COVERED AREA



DETAIL NOT SCALE

### EXCEPTIONS:

NOTE: This survey is made in conjunction with the information provided by the client. CBG Surveying Texas, LLC has not researched the land title records for the existence of easements, restrictive covenants or other encumbrances.

NOTE  
THERE IS SIGNIFICANT GAP BETWEEN FORM BOARDS. IT IS UP TO BUILDER TO VERIFY IF THIS IS ACCEPTABLE

NOTE  
CONTROL MONUMENTS SHOWN HEREON ARE THE BASIS FOR DIRECTIONAL CONTROL

NOTE: BEARINGS SHOWN ARE BASED ON NAD 83 TEXAS NORTH CENTRAL ZONE

Date: \_\_\_\_\_  
Accepted by: \_\_\_\_\_  
Purchaser \_\_\_\_\_  
Purchaser \_\_\_\_\_

### NOTES:

NOTE: EASEMENTS AND BUILDING LINES ARE BY RECORDED PLAT UNLESS OTHERWISE NOTED.

FLOOD NOTE: According to the F.I.R.M. No. \_\_\_\_\_, this property does lie in Zone \_\_\_\_\_ and \_\_\_\_\_ lie within the 100 year flood zone.

This survey is made in conjunction with the information provided by MTY Remodeling and Construction. Use of this survey by any other parties and/or for other purposes shall be at user's own risk and any loss resulting from other use shall not be the responsibility of the undersigned. This is to certify that I have on this date made a careful and accurate survey on the ground of the subject property. The plat hereon is a correct and accurate representation of the property lines and dimensions as indicated; location and type of buildings are as shown; and EXCEPT AS SHOWN, there are no visible and apparent encroachments or protrusions on the ground.

Drawn By: OM

Scale: 1" = 50'

Date: 08/06/18

GF No.: GFN

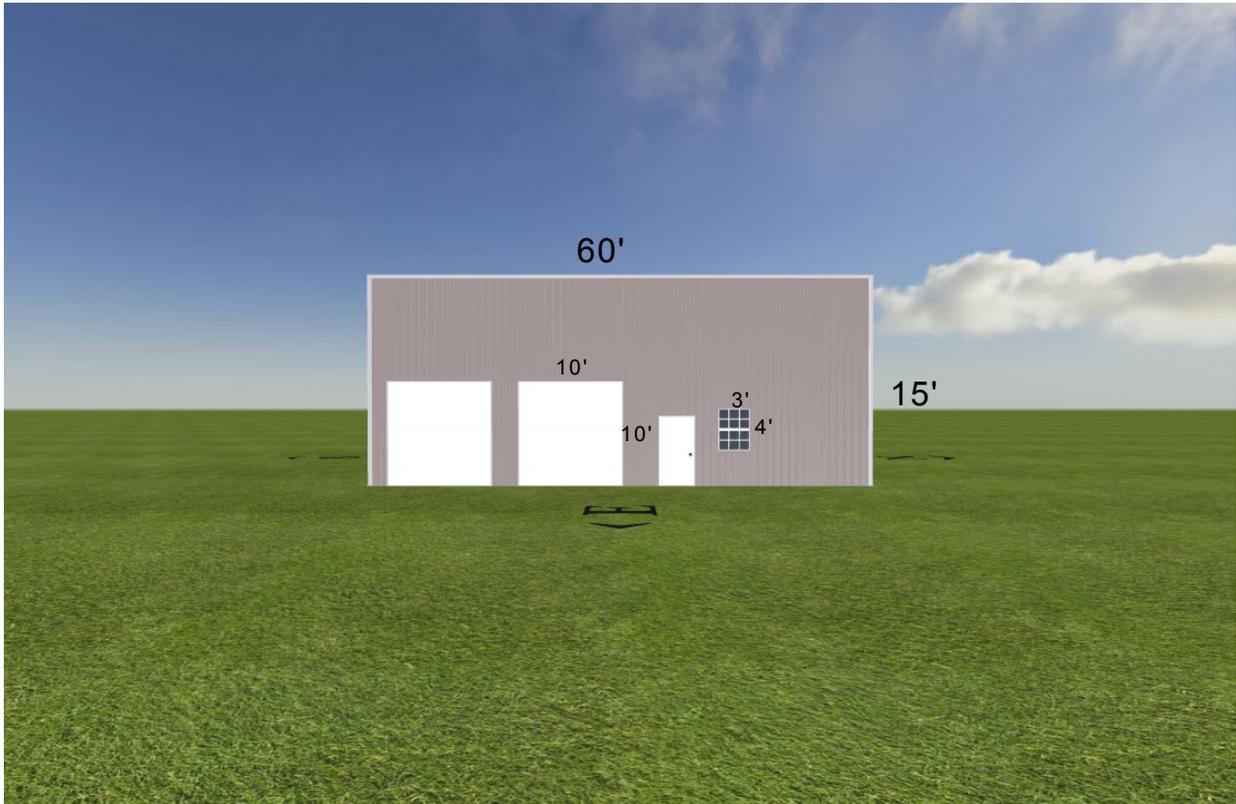
Job No. 1816983

**EXHIBIT "B"**  
**[Site Plan]**



**EXHIBIT "C"**  
**[Elevations]**

South Elevation (front side)  
705 Barton Ave



**Building Specs**

Width: 60'  
Length: 45'  
Height: 15'  
Roof Type: Single Slope  
Roof Pitch: -1":12"

-Metal enclosed Building  
-14-gauge galvanized squared tubing

**Colors**

Roof Color: Matte Black  
Wall Color: Ash Gray  
Trim Color: Regal White  
Wainscot Color: Regal White

**Windows/doors**

Window (3x4) Qty: 3

Walk Door Solid Qty: 3

Overhead Panel Door Qty: 3

Item Sizes:

Overhead Panel Door: w10' x h10' (south elevation)

Overhead Panel Door: w10' x h10' (south elevation)

Overhead Panel Door: w10' x h10' (North elevation)

Walk Door Solid: w3.5' x h6.7' (South elevation)

Walk Door Solid: w3.5' x h6.7' (east elevation)

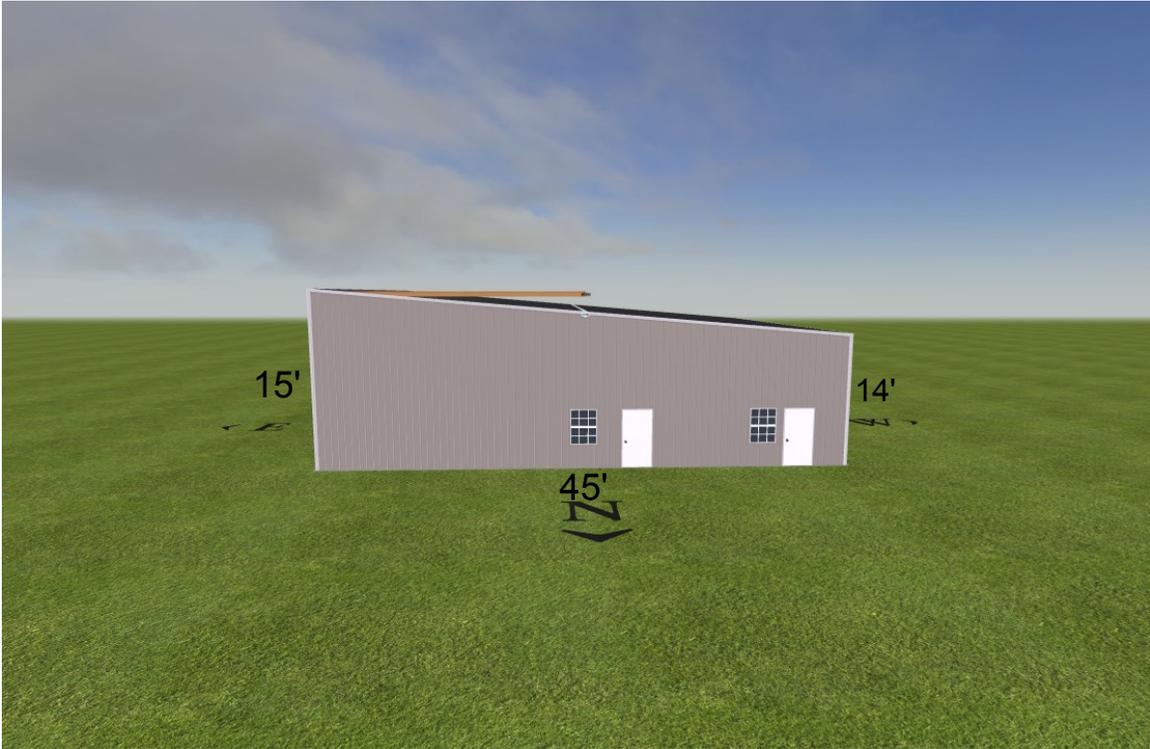
Walk Door Solid: w3.5' x h6.7' (east elevation)

Window (3x4): w3' x h4' (South elevation)

Window (3x4): w3' x h4' (East elevation)

Window (3x4): w3' x h4' (east elevation)

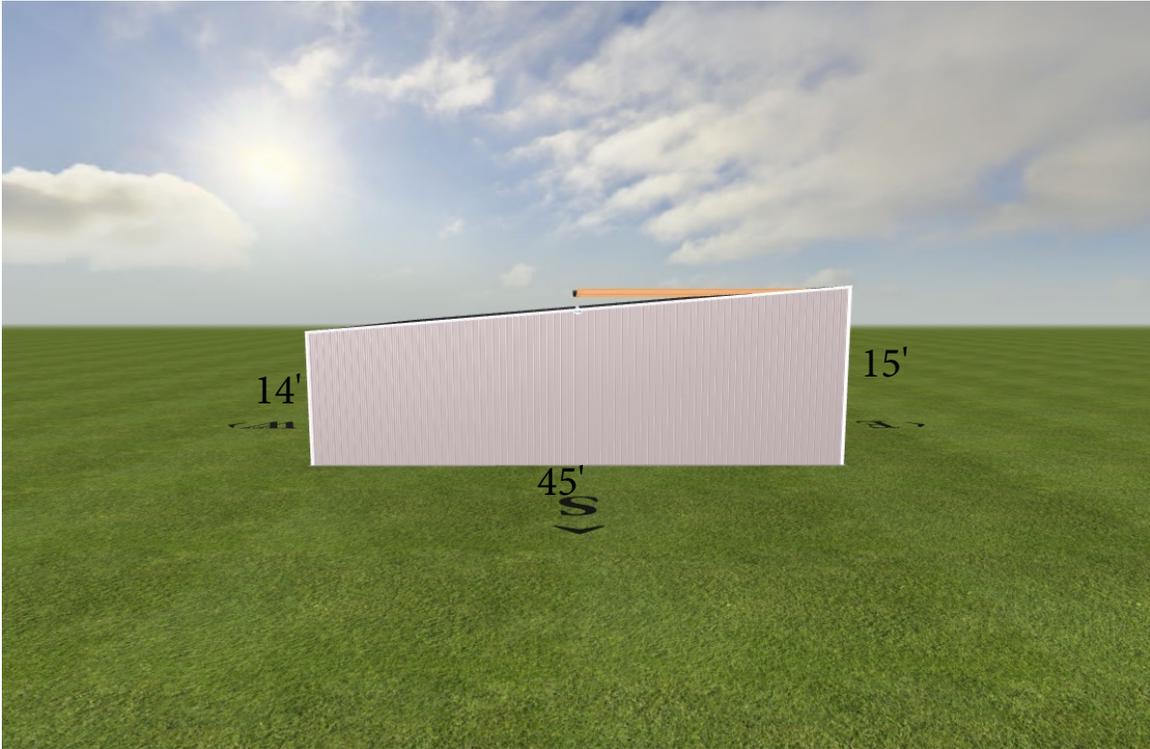
# East side Elevation



North side Elevation (back side)



# West Elevation









# CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

**Date: October 6, 2020**

## **SUBJECT**

First reading of Ordinance O-20-20, an Ordinance of the City Council of the City of Glenn Heights, Texas amending the Comprehensive Zoning Ordinance and Map of the City of Glenn Heights, as heretofore amended by granting a change in zoning by granting a Specific Use Permit with special conditions to allow for the construction and use of a temporary concrete batching plant on land zoned Planned Development-22, Single Family-3 ("PD-22, SF-3") and being an approximately 39.128-acre tract described as all of Maplewood Phase 2A, more commonly known as 1945 Hampton Road, Glenn Heights, Dallas County, Texas and being more particularly described and depicted in Exhibit "A" attached hereto; providing for approval of the site plan attached hereto as Exhibit "B"; providing for approval of the process flow diagram attached hereto as Exhibit "C"; providing a conflicts clause; providing a severability clause; and providing an effective date.

## **REPORT IN BRIEF**

City Council will hear a Specific Use Permit request for temporary concrete batch plant.

## **BACKGROUND / DISCUSSION**

Given the underlying zoning and approved infrastructure plans, the applicant is seeking permission to construct a temporary concrete batch plant to pave the streets of the proposed Maplewood Phase II subdivision.

Zoning Ordinance

The Zoning Ordinance defines a temporary concrete batch plants as follows:

*CONCRETE OR ASPHALT BATCHING PLANT (TEMPORARY). A temporary manufacturing facility for the storing of raw materials and production of concrete or asphalt during construction of a project. Plant shall be removed when the project is completed.*

Additionally, the following conditions apply to all temporary concrete batching plants:

- The batching plant site shall comply with all applicable provisions of city, state, and federal laws.
- The batch plant shall not be located within one thousand feet (1,000') of an inhabited residence.
- Hours of operation and hauling shall be limited to Monday through Friday, 7:00 a.m. to 6:00 p.m. and Saturday, 9:00 a.m. to 5:00 p.m. Aggregate trucks shall be prohibited from hauling to or from the site on Sunday.
- The batch plant permit shall be valid for a three-month period. No extensions will be allowed without approval of the City Council.
- No portion of the batch plant or its operations shall be located on a public or private street, or on land dedicated to the city for parks and open space.
- The batch plant shall only furnish concrete, asphalt, or both, to the specific project for which the temporary permit is issued. The placement of a temporary batching plant for a private project is restricted to the site of the project.
- The temporary plant shall be operated in a manner that eliminates unnecessary dust, noise and odor (as illustrated by, but not limited to covering trucks, hoppers, chutes, loading and unloading devices and mixing operations, and maintaining driveways and parking areas free of dust).
- A bond issued to the City of Glenn Heights in the amount determined by the City Manager or his or her designee, shall be required prior to the issuance of the TUP for the restoration of the site. The site must be clear of all equipment, material and debris as well as all contaminated soil, chemicals and hazardous waste within seven (7) calendar days of completion of the project. In the event the site has not been restored to the satisfaction of the City Manager, the City will make every attempt to have the repairs complete within a period of one hundred

and eighty (180) days thereupon returning any dollar amount in excess of the bond.

- A bond issued to the City of Glenn Heights, in an amount determined by the City Manager or his or her designee, shall be required prior to the issuance of the TUP for the repair of all public improvements that are damaged by any and all equipment necessary for and during the operation of the temporary batching plant. The applicant may choose to make the necessary repairs or replacements within thirty (30) calendar days of completion of the project for the return of the bond. In the event these repairs and replacements have not been made to the satisfaction of the City Manager the City will make every attempt to have the repairs complete within a period of one hundred and eighty (180) days thereupon returning any dollar amount in excess of the bond.
- Upon issuance and expiration of the temporary use permit and cessation of activities, the City Building Official and permittee shall walk the site to verify compliance with these special conditions.
- Every attempt should be made by the applicant to ensure that no residential street is utilized for ingress and egress to the batch plant.

Although the Zoning Ordinance does state that the City Manager may approve a temporary asphalt or concrete batching plant subject to these conditions, this site of the proposed batch plant does not meet the residential distance requirement. Any exceptions to these conditions must ultimately be reviewed and approved by City Council.

#### Section IX4.4.B – Status of Conditionally Permitted Uses

The following general rules apply to all conditional uses:

1. The designation of a use in a zoning district as may be permitted by SUP in Section XI.4.4 of this Ordinance does not constitute an authorization or assurance that such use will be approved.
2. Approval of a Specific Use Permit shall authorize only the particular use for which the SUP is issued. An SUP may only be issued to the identified property and to

the applicant. Any change in applicant shall render the SUP null and void. An SUP cannot be transferred to any other owner, applicant or property.

3. No use authorized by a Specific Use Permit shall be enlarged, extended or relocated, nor may the number of dwelling units be increased, unless an application is made for approval of a new Specific Use Permit in accordance with the procedures set forth in Section XI.4.4 of City Code of Ordinances.
4. Development of the use shall not be carried out until the applicant has secured all the permits and approvals required by these zoning regulations, the City Code of Ordinances, and any permits that may be required by regional, State or Federal agencies.

The applicant meets and is amendable to these requirements. If approved by City Council, the applicant will issue restoration and repair bonds to the City of Glenn Heights and the applicant will be permitted to construct and use the proposed batching plant in accordance to the requirements of the City's Zoning Ordinance and any conditions of approval that will become part of the ordinance granted with this SUP.

### **FISCAL IMPACT**

If the applicant is not permitted to construct a temporary concrete batching plant on this site, the applicant would have to haul ready-mix concrete to the site for the construction of Maplewood Phase II. The total weight of these ready-mix trucks would be about 4.4 million pounds more than the total weight of the batch plant material delivery trucks. Additionally, this Specific Use Permit would require that the applicant issue both a maintenance and restoration bond to help cover the cost of repairing all public improvements that are damaged by any and all equipment necessary for and during the operation of the temporary batching plant. Furthermore, the applicant estimates traffic disruption of only four (4) days with the temporary concrete batch plant as opposed to nine (9) days with ready-mix hauling.

### **PUBLIC CONTACT**

Notices were mailed to adjacent property owners within two hundred feet (200') of the subject property by September 21, 2020. Notice was also published in a local

newspaper by September 20, 2020 as required by state law and the City of Glenn Heights Comprehensive Zoning Ordinance.

### **ALTERNATIVES / RECOMMENDATIONS**

Staff recommends approval of this Specific Use Permit request to construct and utilize a temporary concrete batching plant for Maplewood Phase 2A. On September 14, 2020, the Planning and Zoning Commission also recommended approval of the Specific Use Permit request to construct and utilize a temporary concrete batching plant for Maplewood Phase 2A.

### **PREPARED BY**

Miamauni Hines, Planner

### **REVIEWED BY**

Marlon Goff, Interim Planning and Development Services Director

### **ATTACHMENTS**

- I. Ordinance O-20-20

**ORDINANCE O-20-20**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF GLENN HEIGHTS, AS HERETOFORE AMENDED BY GRANTING A CHANGE IN ZONING BY GRANTING A SPECIFIC USE PERMIT WITH SPECIAL CONDITIONS TO ALLOW FOR THE CONSTRUCTION AND USE OF A TEMPORARY CONCRETE BATCHING PLANT ON LAND ZONED PLANNED DEVELOPMENT-22, SINGLE FAMILY-3 (“PD-22, SF-3”) AND BEING AN APPROXIMATELY 39.128-ACRE TRACT DESCRIBED AS ALL OF MAPLEWOOD PHASE 2A, MORE COMMONLY KNOWN AS 1945 HAMPTON ROAD, GLENN HEIGHTS, DALLAS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT “A” ATTACHED HERETO; PROVIDING FOR APPROVAL OF THE SITE PLAN ATTACHED HERETO AS EXHIBIT “B”; PROVIDING FOR APPROVAL OF THE PROCESS FLOW DIAGRAM ATTACHED HERETO AS EXHIBIT “C”; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, after public notice and public hearing as required by law, the Planning and Zoning Commission of the City of Glenn Heights, Texas, has recommended the amendment of the Comprehensive Zoning Ordinance and Map of the City of Glenn Heights, Texas by changing the zoning to add a Specific use Permit (“SUP”) with special conditions to allow for the construction and use of a temporary concrete batching plant on land zoned Planned Development-22, Single Family-3 (“PD-22, SF-3”) and being approximately 39.128 acres of land described as all of Maplewood Phase 2, and more commonly described as 1945 Hampton Road, Glenn Heights, Dallas County, Texas; and

**WHEREAS**, after public notice and public hearing as required by law and upon due deliberation and consideration of the recommendation of said Planning and Zoning Commission and of all testimony and information submitted during said public hearing, the City Council of Glenn Heights, Texas, 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 Zoning Ordinance be amended as described below;

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

**SECTION 1.** All of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** The Comprehensive Zoning Ordinance and Map of the City of Glenn Heights, as heretofore amended, be and they are hereby amended by granting a Specific Use Permit with special conditions to allow for the construction and use of a temporary

concrete batching plant on land zoned Planned Development-22, Single Family-3 (“PD-22, SF-3”) and being approximately 39.128 acres of land described as all of Maplewood Phase 2A, more commonly known as 1945 Hampton Road, Glenn Heights, Dallas County, Texas (the “Property”), as more particularly described and depicted in Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”).

**SECTION 3.** The Specific Use Permit established and described in Section 2 herein shall be and is hereby made subject to the following special conditions and requirements:

1. The batching plant site shall comply with all applicable provisions of city, state and federal laws.
2. The batch plant shall be located at least seven hundred feet (700’) from any inhabited residence as depicted in the Site Plan attached hereto as Exhibit “B” and the plant shall be constructed and operated in accordance with the Site Plan.
3. Hours of operation and hauling shall be limited to Monday through Friday, 7:00 a.m. to 6:00 p.m. and Saturday, 9:00 a.m. to 5:00 p.m. Aggregate trucks shall be prohibited from hauling to or from the site on Sunday.
4. The batch plant permit shall be valid for a three-month period. No extensions will be allowed without approval of the City Council.
5. No portion of the batch plant or its operation shall be located on a public or private street, or on land dedicated to the city for parks and open space.
6. The batch plant shall only furnish concrete, asphalt, or both, to the specific project for which the temporary permit is issued. The placement of a temporary batching plant for a private project is restricted to the site of the project.
7. The temporary plant shall be operated in a manner that eliminates unnecessary dust, noise and odor (as illustrated by, but not limited to, covering trucks, hoppers, chutes, loading and unloading devices and mixing operations, and maintaining driveways and parking areas free of dust).
8. A bond issued to the City of Glenn Heights, in the amount determined by the City Manager or his or her designee, shall be required prior to the issuance of the temporary use permit (“TUP”) for the restoration of the site. The site must be clear of all equipment, material and debris as well as all contaminated soil, chemicals and hazardous waste within seven (7) calendar days of completion of the project. In the event the site has been restored the bond will be returned to the applicant. In the even the site has not been restored to the satisfaction of the City Manager, the City will make every attempt to have the repairs complete within a period of one hundred and eighty (180) days thereupon returning any dollar amount in excess of the bond.

9. A bond issued to the City of Glenn Heights, in an amount determined by the City Manager or his or her designee, shall be required prior to the issuance of the TUP for the repair of all public improvements that are damaged by any and all equipment necessary for and during the operation of the temporary batching plant. The applicant may choose to make the necessary repairs or replacements within thirty (30) calendar days of completion of the project for the return of the bond. In the even these repairs and replacements have not been made to the satisfaction of the City Manager the City will make every attempt to have the repairs complete within a period of one hundred and eighty (180) days thereupon returning any dollar amount in excess of the bond.
10. Upon issuance and expiration of the temporary permit and cessation of activities, the City Manager or his or her designee and permittee shall walk the site to verify compliance with these special conditions.
11. Every attempt shall be made by the applicant to ensure that no residential street is utilized for ingress and egress to the batch plant.
12. The operation of the temporary plant shall be in conformance with the Process Flow Diagram attached hereto as Exhibit "C".

**SECTION 4.** All ordinances, orders or resolution 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 5.** 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 a 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 6.** An offense committed before the effective date of this Ordinance is governed by the prior law and the provisions of the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

**SECTION 7.** 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 violation shall continue shall be deemed to constitute a separate offense.

**SECTION 8.** This Ordinance shall take effect immediately from and after its passage and adoption

**PASSED, ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY  
OF GLENN HEIGHTS, TEXAS ON THE \_\_\_\_ DAY OF \_\_\_\_\_ 2020.**

\_\_\_\_\_  
Harry A. Garrett, Mayor

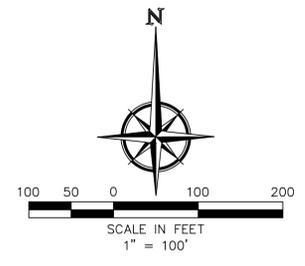
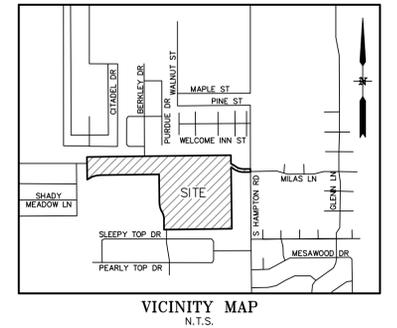
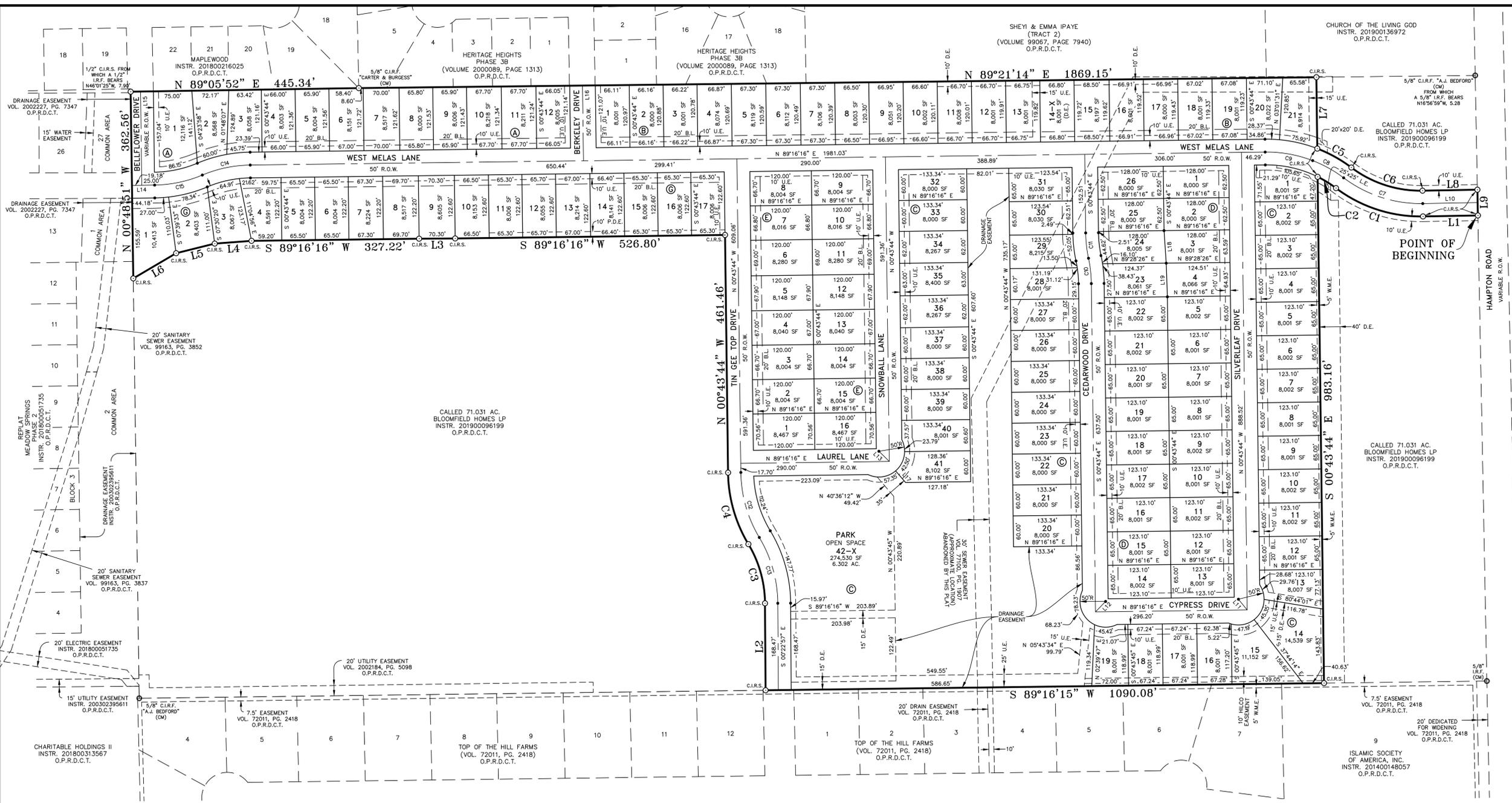
ATTEST:

\_\_\_\_\_  
Brandi Brown, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Victoria Thomas, City Attorney  
(100120vwtTM118338)

**EXHIBIT "A"**  
**[Legal Description and/or Survey]**



**LEGEND**

- C.I.R.S. 1/2" IRON ROD SET WITH RED CAP STAMPED "ONEAL 6570"
- I.R.F. IRON ROD FOUND
- C.I.R.F. IRON ROD FOUND WITH CAP
- CM CONTROL MONUMENT
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS DALLAS COUNTY TEXAS
- C.A. COMMON AREA LOT
- B.L. BUILDING SETBACK LINE
- D.E. DRAINAGE EASEMENT
- U.E. UTILITY EASEMENT
- L.E. LANDSCAPE EASEMENT
- W.M.E. WALL MAINTENANCE EASEMENT
- C.A. COMMON AREA
- P.D.E. PRIVATE DRAINAGE EASEMENT

**LINE TABLE**

NO.	DIRECTION	DISTANCE
L1	S 88°59'34" W	107.15'
L2	N 00°22'57" W	168.77'
L3	S 89°35'50" W	70.28'
L4	S 85°43'19" W	72.00'
L5	S 76°04'52" W	77.67'
L6	S 59°41'13" W	96.80'
L7	S 00°43'44" E	138.58'
L8	N 88°59'34" E	107.06'
L9	S 01°06'29" E	50.00'
L10	N 88°59'34" E	107.11'
L11	N 39°32'32" W	26.96'
L12	N 44°16'16" E	28.28'
L13	N 45°43'44" W	28.28'
L14	N 89°11'09" E	44.18'
L15	S 00°43'44" E	182.08'
L16	S 00°43'44" E	146.07'
L17	S 40°36'12" E	29.80'
L18	S 03°53'24" E	63.25'
L19	N 01°57'59" W	65.39'

**CURVE TABLE**

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD
C1	37°53'03"	275.00'	94.38'	181.83'	S 72°03'54" E	178.54'
C2	10°42'13"	225.00'	21.08'	42.03'	N 58°28'29" W	41.97'
C3	30°47'16"	225.00'	61.95'	120.90'	N 15°46'35" W	119.45'
C4	30°26'29"	275.00'	74.82'	146.11'	S 15°56'58" E	144.40'
C5	15°52'40"	275.00'	38.35'	76.21'	N 61°03'43" W	75.96'
C6	37°53'03"	225.00'	77.22'	148.77'	S 72°03'54" E	146.08'
C7	37°53'03"	250.00'	85.80'	165.30'	S 72°03'54" E	162.31'
C8	15°52'40"	250.00'	34.86'	69.28'	N 61°03'43" W	69.06'
C9	21°43'42"	250.00'	47.98'	94.81'	N 79°51'53" W	94.24'
C10	11°21'45"	250.00'	24.87'	49.58'	N 06°24'37" W	49.50'
C11	11°21'45"	250.00'	24.87'	49.58'	S 06°24'37" E	49.50'
C12	30°26'30"	250.00'	68.02'	132.83'	S 15°56'58" E	131.27'
C13	30°47'16"	250.00'	68.83'	134.34'	N 15°46'35" W	132.73'
C14	22°02'00"	250.00'	48.67'	96.14'	S 78°15'16" W	95.55'
C15	21°56'18"	250.00'	48.46'	95.72'	N 78°12'25" E	95.14'

- NOTE:**
- All bearings shown hereon are based on the Texas State Plane Coordinate System of 1983 (2011), North Central Zone (4202).
  - A 1/2-inch iron rod with cap stamped ONEAL 6570 will be set at all lot corners and/or at reference points to lot corners, wherever possible, after the completion of all utilities and subdivision construction.
  - By graphical plotting, the parcel described hereon lies within an Area of Minimal Flood Hazard (Zone "X"), as delineated on the Dallas County, Texas and Incorporated Areas, Flood Insurance Rate Map, Map Number 48113C0640K, dated July 7, 2014, published by the Federal Emergency Management Agency (FEMA). The Surveyor utilized the above referenced floodplain information for this determination and the Surveyor does not certify that revised floodplain information has or has not been published by FEMA or some other source. On occasion, greater floods can and will occur and flood heights may be increased by man-made or natural causes. The above flood statement shall not create liability on the part of the surveyor.
  - The City of Glenn Heights is not responsible for the maintenance of private drainage easement at the back of Lots 11-17, Block G, which will be maintained by the property owner.

**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 0-01-19.

OWNER/DEVELOPER  
**BLOOMFIELD HOMES, L.P.**  
 1050 E. HWY. 114, SUITE 210  
 SOUTHLAKE, TX 76092  
 (972) 416-1572

LAND SURVEYOR  
**O'NEAL SURVEYING COMPANY**  
 P.O. BOX 361  
 ATHENS, TX 75751  
 TBPLS Firm No. 10194132 JOB NO. 19061  
 danie@oneal-surveys.com  
 (903) 804-2891

FINAL PLAT  
**MAPLEWOOD**  
**PHASE 2A**  
 1-12, BLOCK A; 1-21 BLOCK B;  
 1-41, 42-X BLOCK C; 1-26 BLOCK D;  
 1-16 BLOCK E; 1-17 BLOCK G  
 BEING  
 39.128 ACRES  
 133 RESIDENTIAL LOTS  
 1 COMMON AREA TRACT  
 SITUATED IN THE  
**WILLIAM RAWLINGS SURVEY, ABST. NO. 1205**  
**CITY OF GLENN HEIGHTS, DALLAS COUNTY, TEXAS**  
**ENGINEERING CONCEPTS & DESIGN, L.P.**  
 ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES  
 TEXAS FIRM REG. NO. 001145  
 201 WINDCO CIRCLE, SUITE 200, WYLIE, TEXAS 75098  
 (972) 941-8400 FAX (972) 941-8401

DATE: AUGUST 5, 2020  
 SCALE: 1"=100'  
 SHEET 1 OF 2

OWNER'S CERTIFICATE AND DEDICATION

STATE OF TEXAS §
COUNTY OF DALLAS §

WHEREAS, BLOOMFIELD HOMES, L.P., IS THE OWNER OF THAT CERTAIN PARCEL OF LAND SITUATED IN THE WILLIAM RAWLINS SURVEY, ABSTRACT NUMBER 1205, CITY OF GLENN HEIGHTS, DALLAS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 71.031 ACRE TRACT OF LAND AS DESCRIBED IN SPECIAL WARRANTY DEED TO BLOOMFIELD HOMES, L.P., RECORDED IN INSTRUMENT NUMBER 20190096199, 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 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET (HEREAFTER DESCRIBED AS IRON ROD SET) IN THE EAST LINE OF THE ABOVE-MENTIONED 71.031 ACRE TRACT AND THE COMMON WEST LINE OF SOUTH HAMPTON ROAD (VARIABLE WIDTH RIGHT-OF-WAY), FROM WHICH A 5/8" IRON ROD FOUND IN THE WEST LINE OF SOUTH HAMPTON ROAD AT THE SOUTHEAST CORNER OF SAID 71.031 ACRE TRACT BEARS SOUTH 01 DEGREES 06 MINUTES 29 SECONDS EAST, A DISTANCE OF 904.17 FEET;

THENCE OVER AND ACROSS SAID 71.031 ACRE TRACT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) SOUTH 88 DEGREES 59 MINUTES 34 SECONDS WEST, A DISTANCE OF 107.15 FEET TO AN IRON ROD SET AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 37 DEGREES 53 MINUTES 03 SECONDS, A RADIUS OF 275.00 FEET AND A LONG CHORD THAT BEARS NORTH 72 DEGREES 03 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 178.54 FEET;
2) NORTHWESTERLY WITH SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 181.83 FEET TO AN IRON ROD SET AT THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A DELTA ANGLE OF 10 DEGREES 42 MINUTES 13 SECONDS, A RADIUS OF 225.00 FEET AND A LONG CHORD THAT BEARS NORTH 58 DEGREES 28 MINUTES 29 SECONDS WEST FOR A DISTANCE OF 41.97 FEET;
3) NORTHWESTERLY WITH SAID REVERSE CURVE TO THE LEFT, AN ARC LENGTH OF 42.03 FEET TO AN IRON ROD SET;
4) SOUTH 00 DEGREES 43 MINUTES 44 SECONDS EAST, A DISTANCE OF 983.16 FEET TO AN IRON ROD SET IN THE SOUTH LINE OF SAID 71.031 ACRE TRACT, SAME BEING THE COMMON NORTH LINE OF THE ISLAMIC SOCIETY OF AMERICA, INC. TRACT RECORDED IN INSTRUMENT NUMBER 201400148057, (O.P.R.D.C.T.), FROM WHICH THE ABOVE-MENTIONED 5/8" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID 71.031 ACRE TRACT BEARS NORTH 89 DEGREES 16 MINUTES 15 SECONDS EAST, A DISTANCE OF 317.78 FEET;

THENCE SOUTH 89 DEGREES 16 MINUTES 15 SECONDS WEST, WITH THE SOUTH LINE OF SAID 71.031 ACRE TRACT AND THE COMMON NORTH LINE OF THE ABOVE-MENTIONED ISLAMIC SOCIETY OF AMERICA TRACT, AND THE COMMON NORTH LINE OF TOP OF THE HILL FARMS, AN ADDITION TO THE CITY OF GLENN HEIGHTS, DALLAS COUNTY TEXAS BY PLAT THEREOF RECORDED IN VOLUME 72011, PAGE 2418, DEED RECORDS, DALLAS COUNTY, TEXAS (D.R.D.C.T.), A DISTANCE OF 1090.08 FEET TO AN IRON ROD SET, FROM WHICH A 5/8" IRON ROD WITH CAP STAMPED "A.J. BEDFORD" FOUND AT THE SOUTHWEST CORNER OF SAID 71.031 ACRE TRACT BEARS SOUTH 89 DEGREES 16 MINUTES 15 SECONDS WEST, A DISTANCE OF 1222.65 FEET;

THENCE OVER AND ACROSS SAID 71.031 ACRE TRACT, THE FOLLOWING TEN (10) COURSES AND DISTANCES:

- 1) NORTH 00 DEGREES 22 MINUTES 57 SECONDS WEST, A DISTANCE OF 168.77 FEET TO AN IRON ROD SET AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 30 DEGREES 47 MINUTES 16 SECONDS, A RADIUS OF 225.00 FEET, AND A LONG CHORD THAT BEARS NORTH 15 DEGREES 46 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 119.45 FEET;
2) NORTHWESTERLY WITH SAID CURVE TO THE LEFT, AN ARC LENGTH OF 120.90 FEET TO AN IRON ROD SET AT THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 30 DEGREES 26 MINUTES 29 SECONDS, A RADIUS OF 275.00 FEET, AND A LONG CHORD THAT BEARS NORTH 15 DEGREES 56 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 144.40 FEET;
3) NORTHWESTERLY WITH SAID REVERSE CURVE TO THE RIGHT, AN ARC LENGTH OF 146.11 FEET TO AN IRON ROD SET;
4) NORTH 00 DEGREES 43 MINUTES 44 SECONDS WEST, A DISTANCE OF 461.46 FEET TO AN IRON ROD SET;
5) SOUTH 89 DEGREES 16 MINUTES 16 SECONDS WEST, A DISTANCE OF 526.80 FEET TO AN IRON ROD SET;
6) SOUTH 89 DEGREES 35 MINUTES 50 SECONDS WEST, A DISTANCE OF 70.28 FEET TO AN IRON ROD SET;
7) SOUTH 89 DEGREES 16 MINUTES 16 SECONDS WEST, A DISTANCE OF 327.22 FEET TO AN IRON ROD SET;
8) SOUTH 85 DEGREES 43 MINUTES 19 SECONDS WEST, A DISTANCE OF 72.00 FEET TO AN IRON ROD SET;
9) SOUTH 75 DEGREES 04 MINUTES 52 SECONDS WEST, A DISTANCE OF 77.67 FEET TO AN IRON ROD SET;
10) SOUTH 59 DEGREES 41 MINUTES 13 SECONDS WEST, A DISTANCE OF 96.80 FEET TO AN IRON ROD SET IN THE WEST LINE OF SAID 71.031 ACRE TRACT AND THE COMMON EAST LINE OF MEADOW SPRINGS PHASE 2, AN ADDITION TO THE CITY OF GLENN HEIGHTS, DALLAS COUNTY, TEXAS BY PLAT THEREOF RECORDED IN INSTRUMENT NUMBER 201800216025, (O.P.R.D.C.T.), FROM WHICH THE ABOVE-MENTIONED 5/8" IRON ROD WITH CAP STAMPED "A.J. BEDFORD" FOUND AT THE SOUTHWEST CORNER OF SAID 71.031 ACRE TRACT BEARS SOUTH 00 DEGREES 48 MINUTES 51 SECONDS EAST, A DISTANCE OF 815.35 FEET;

THENCE NORTH 00 DEGREES 48 MINUTES 51 SECONDS WEST, WITH THE EAST LINE OF THE ABOVE-MENTIONED MEADOW SPRINGS PHASE 2 ADDITION, A DISTANCE OF 362.56 FEET TO AN IRON ROD SET AT THE NORTHWEST CORNER OF SAID 71.031 ACRE TRACT, SAME BEING A SOUTHWEST CORNER OF MAPLEWOOD, AN ADDITION TO THE CITY OF GLENN HEIGHTS BY PLAT THEREOF RECORDED IN INSTRUMENT NUMBER 201800216025, (O.P.R.D.C.T.), FROM WHICH A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF LOT 19, BLOCK D OF THE JUST MENTIONED MAPLEWOOD ADDITION BEARS NORTH 46 DEGREES 01 MINUTES 25 SECONDS WEST, A DISTANCE OF 7.90 FEET;

THENCE NORTH 89 DEGREES 05 MINUTES 52 SECONDS EAST, WITH THE NORTH LINE OF SAID 71.031 ACRE TRACT, A DISTANCE OF 445.34 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "CARTER & BURGESS" FOUND AT THE SOUTHEAST CORNER OF SAID MAPLEWOOD ADDITION, SAME BEING THE SOUTHWEST CORNER OF HERITAGE HEIGHTS PHASE 3B, AN ADDITION TO THE CITY OF GLENN HEIGHTS BY PLAT THEREOF RECORDED IN VOLUME 2000089, PAGE 1313, (O.P.R.D.C.T.);

THENCE NORTH 89 DEGREES 21 MINUTES 14 SECONDS EAST, CONTINUING WITH THE NORTH LINE OF SAID 71.031 ACRE TRACT AND THE COMMON SOUTH LINE OF THE ABOVE-MENTIONED HERITAGE HEIGHTS PHASE 3B ADDITION, THE SOUTH LINE OF THAT CERTAIN CALLED 7.14 ACRE TRACT AS DESCRIBED IN DEED TO SHEYI AND EMMA IPAYE, RECORDED IN VOLUME 99067, PAGE 7940, (O.P.R.D.C.T.) AND THE SOUTH LINE OF THAT CERTAIN CALLED 1.2822 ACRE TRACT AS DESCRIBED IN DEED TO CHURCH OF THE LIVING GOD, RECORDED IN INSTRUMENT NUMBER 201900136972, (O.P.R.D.C.T.), A DISTANCE OF 1869.15 FEET TO AN IRON ROD SET, FROM WHICH A 5/8" IRON ROD WITH CAP STAMPED "A.J. BEDFORD" FOUND IN THE WEST LINE OF SOUTH HAMPTON ROAD AT THE NORTHEAST CORNER OF SAID 71.031 ACRE TRACT BEARS NORTH 89 DEGREES 21 MINUTES 14 SECONDS EAST, A DISTANCE OF 302.00 FEET;

THENCE OVER AND ACROSS SAID 71.031 ACRE TRACT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) SOUTH 00 DEGREES 43 MINUTES 44 SECONDS EAST, A DISTANCE OF 138.58 FEET TO AN IRON ROD SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 15 DEGREES 52 MINUTES 40 SECONDS, A RADIUS OF 275.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 61 DEGREES 03 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 75.96 FEET;
2) SOUTHEASTERLY WITH SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 76.21 FEET TO AN IRON ROD SET AT THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A DELTA ANGLE OF 37 DEGREES 53 MINUTES 03 SECONDS, A RADIUS OF 225.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 72 DEGREES 03 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 146.08 FEET;
3) SOUTHEASTERLY WITH SAID REVERSE CURVE TO THE LEFT, AN ARC LENGTH OF 148.77 FEET TO AN IRON ROD SET;
4) NORTH 88 DEGREES 59 MINUTES 34 SECONDS EAST, A DISTANCE OF 107.06 FEET TO AN IRON ROD SET IN THE EAST LINE OF SAID 71.031 ACRE TRACT AND THE COMMON WEST LINE OF SOUTH HAMPTON ROAD, FROM WHICH THE ABOVE-MENTIONED 5/8" IRON ROD WITH CAP STAMPED "A.J. BEDFORD" FOUND IN THE WEST LINE OF SOUTH HAMPTON ROAD AT THE NORTHEAST CORNER OF SAID 71.031 ACRE TRACT BEARS NORTH 01 DEGREES 06 MINUTES 29 SECONDS WEST, A DISTANCE OF 221.96 FEET;

THENCE SOUTH 01 DEGREES 06 MINUTES 29 SECONDS EAST, WITH THE EAST LINE OF SAID 71.031 ACRE TRACT AND THE COMMON WEST LINE OF SOUTH HAMPTON ROAD, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 39.128 ACRES OF LAND, MORE OR LESS.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT Bloomfield Homes, LP, the undersigned Owner of the real property described in this plat does hereby adopt this plat designating the hereon above described property as MAPLEWOOD PHASE 2A, an addition to the City of Glenn Heights, Texas, and does hereby dedicate all streets and alleys identified thereon to the City of Glenn Heights, Texas for the use and benefit of the public as a perpetual right-of-way and easement for the passage and accommodation of vehicle and pedestrian traffic, and the construction, operation, use, maintenance, inspection, repair, alteration, and replacement of a paved road within the boundaries of the right-of-way and easement area, for any purpose related to the exercise of a governmental service or function including, but not limited to fire and police protection, garbage collection, inspection and code enforcement, and the removal of any vehicle or obstacle that impairs access. and for all other purposes for which a public street and right-of-way is commonly used, including installing, repairing, maintaining, altering, replacing, relocating and operating utilities in, into, upon, over, across, and under said right-of-way, and including but not limited to all such uses permitted by the Laws of the State of Texas and the Ordinances and Charter of the City of Glenn Heights. Owner covenants and agrees that Owner and Owner's heirs, representatives, administrators, successors and assigns shall at no time erect, place or construct, or cause to be erected, placed or constructed in, into, upon, over, across or under any right-of-way or easement granted herein any temporary or permanent structures except as may otherwise be authorized by the City of Glenn Heights, and it is further agreed that the City of Glenn Heights shall have the right to enter upon said right-of-way and easement, and remove any fences, buildings or other obstructions as may now be found upon said right-of-way or easement. TO HAVE AND TO HOLD said right-of-way and easement unto the City of Glenn Heights, its successors and assigns, and Owner hereby binds Owner and Owner's heirs, representatives, administrators, successors and assigns to warrant and forever defend, all and singular, said rights-of-ways and easements unto the City of Glenn Heights, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The permanent right-of-way and easement rights and privileges granted herein are exclusive, and Owner covenants that it will not convey any other easement or conflicting rights within the area covered by the grant to any other person without the prior written consent of the City of Glenn Heights.

This Certificate of Dedication is signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

FOR: Bloomfield Homes, L.P., a Texas limited partnership By: Bloomfield Properties, Inc., a Texas corporation, General Partner

By: Donald J. Dykstra, President

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this date personally appeared Donald J. Dykstra, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Notary public for the State of Texas My commission expires:

SURVEYOR'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF DALLAS §

THAT I, Daniel Chase O'Neal, do hereby certify that this plat was prepared under my supervision from an actual survey of the land and that the corner monuments shown hereon were properly placed under my supervision, in accordance with the development code of the City of Glenn Heights, Texas.

PRELIMINARY ~ This document shall not be recorded for any purpose and shall not be used, reviewed, or relied upon as a final survey document.

DANIEL CHASE O'NEAL REGISTERED PROFESSIONAL LAND SURVEYOR STATE OF TEXAS NO. 6570



STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this date personally appeared Daniel Chase O'Neal, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Notary public for the State of Texas My commission expires:

APPROVAL CERTIFICATE

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF MAPLEWOOD PHASE 2A ADDITION TO THE CITY OF GLENN HEIGHTS WAS APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS.

Mayor Date City Secretary Date

SAID ADDITION SHALL BE SUBJECT TO ALL THE REQUIREMENTS OF THE DEVELOPMENT CODE OF THE CITY OF GLEN HEIGHTS.

WITNESS MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

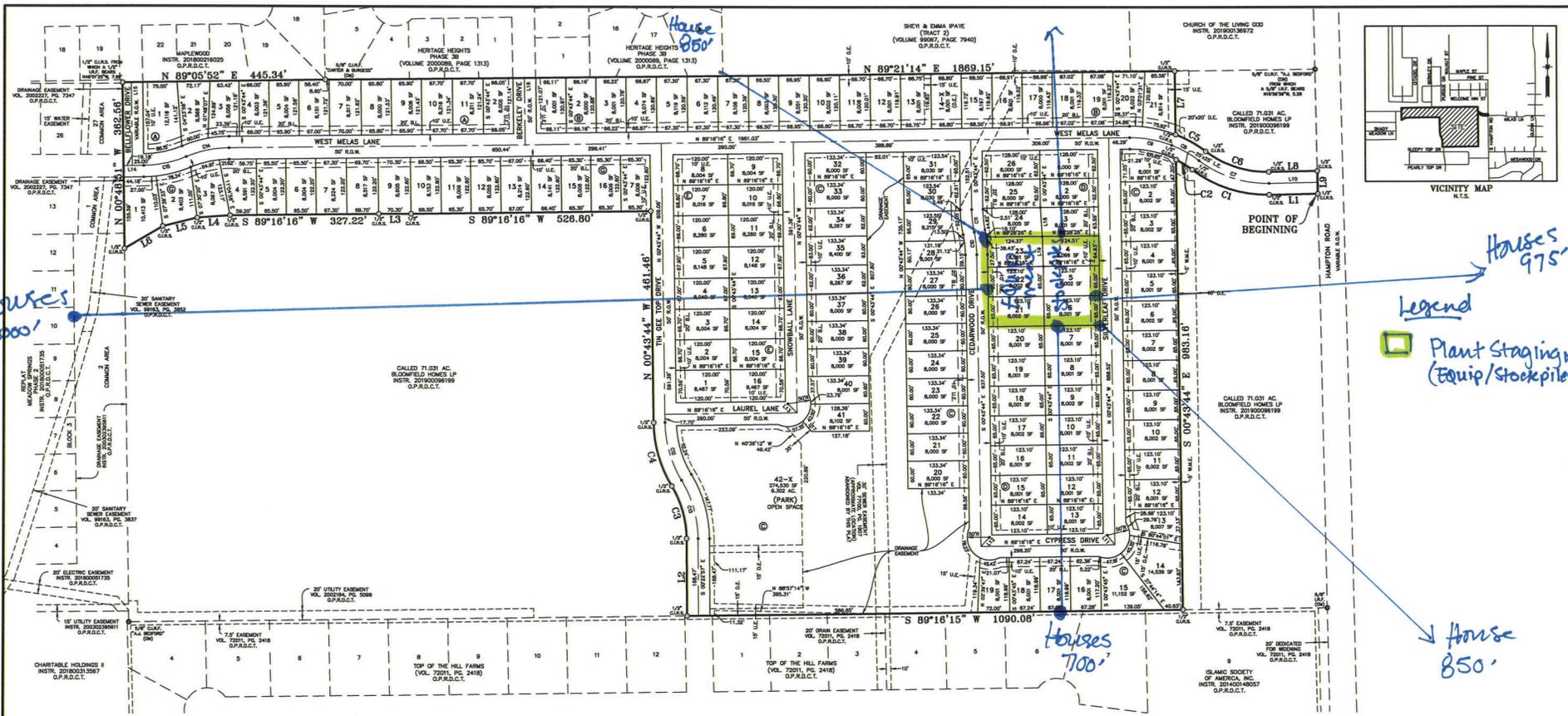
City Secretary Date

FINAL PLAT
MAPLEWOOD PHASE 2A
1-12, BLOCK A; 1-21 BLOCK B; 1-41, 42-X BLOCK C; 1-26 BLOCK D; 1-16 BLOCK E; 1-17 BLOCK G
BEING 39.128 ACRES
133 RESIDENTIAL LOTS
1 COMMON AREA TRACT
SITUATED IN THE WILLIAM RAWLINGS SURVEY, ABST. NO. 1205 CITY OF GLENN HEIGHTS, DALLAS COUNTY, TEXAS
ENGINEERING CONCEPTS & DESIGN, L.P.
ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES
201 WINDCO CIRCLE, SUITE 200, WYLIE TEXAS 75098
(972) 941-8400 FAX (972) 941-8401

OWNER/DEVELOPER BLOOMFIELD HOMES, L.P. 1050 E. HWY. 114, SUITE 210 SOUTHLAKE, TX 76092 (972) 416-1572

LAND SURVEYOR O'NEAL SURVEYING COMPANY P.O. BOX 361 ATHENS, TX 75751 TBPLS Firm No. 10194132 JOB NO. 19061 daniel.oneal@onealsurveying.com (903) 804-2891

**EXHIBIT "B"**  
**[Site Plan]**



House 2000

House 850

House 700

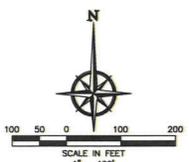
House 975

Legend  
 Plant Staging Area (Equip/Stockpiles)

- NOTE:
- All bearings shown hereon are based on the Texas State Plane Coordinate System of 1983 (2011), North Central Zone (4202).
  - A 1/2-inch iron rod with cap stamped ONEAL 6570 will be set at all lot corners and/or at reference points to lot corners, wherever possible, after the completion of all utilities and subdivision construction.
  - By graphical plotting, the parcel described hereon lies within an Area of Minimal Flood Hazard (Zone "X"), as delineated on the Dallas County, Texas and Incorporated Areas, Flood Insurance Rate Map, Map Number 481320640K, dated July 7, 2014, published by the Federal Emergency Management Agency (FEMA). The Surveyor utilized the above referenced floodplain information for this determination and the Surveyor does not certify that revised floodplain information has or has not been published by FEMA or some other source. On occasion, greater floods can and will occur and flood heights may be increased by man-made or natural causes. The above flood statement shall not create liability on the part of the surveyor.

NO.	DIRECTION	DISTANCE
L1	S 89°59'34" W	107.10'
L2	N 0°27'27" E	186.77'
L3	S 89°59'34" W	70.28'
L4	S 89°43'44" W	72.02'
L5	S 78°54'32" W	77.67'
L6	S 59°41'13" W	96.80'
L7	S 00°43'44" E	138.58'
L8	N 88°59'34" E	107.08'
L9	S 01°06'29" E	50.00'
L10	N 88°59'34" E	107.11'
L11	N 39°32'22" W	26.96'
L12	N 44°56'47" E	28.28'
L13	N 49°43'44" W	28.28'
L14	N 89°11'09" E	44.18'
L15	S 00°43'44" E	182.08'
L16	S 00°43'44" E	146.07'
L17	S 4°28'12" E	29.80'
L18	S 03°53'24" E	63.25'
L19	N 01°57'59" W	65.30'

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD
01	37°53'03"	275.00'	84.36'	181.83'	S 72°03'54" E	178.54'
02	10°42'13"	225.00'	21.06'	42.03'	N 88°28'29" W	41.87'
03	30°47'18"	225.00'	61.85'	130.80'	N 10°48'30" W	118.40'
04	30°28'28"	275.00'	74.82'	146.11'	S 10°56'38" E	144.40'
05	15°52'40"	275.00'	38.30'	76.21'	N 61°03'43" W	75.96'
06	37°53'03"	225.00'	77.22'	148.77'	S 72°03'54" E	146.08'
07	37°53'03"	225.00'	80.80'	165.26'	S 72°03'54" E	162.31'
08	15°52'40"	225.00'	34.86'	69.73'	N 61°03'43" W	69.02'
09	21°43'42"	250.00'	42.88'	94.81'	N 79°21'52" W	94.24'
10	11°21'45"	250.00'	24.87'	49.58'	N 08°24'33" E	49.50'
11	11°21'45"	250.00'	24.87'	49.58'	S 08°24'33" E	49.50'
12	30°28'28"	225.00'	68.02'	132.83'	S 10°56'38" E	131.27'
13	30°47'18"	225.00'	88.83'	134.34'	N 10°48'30" W	132.73'
14	22°02'00"	220.00'	48.67'	96.14'	S 78°15'18" E	95.50'
15	21°56'18"	220.00'	48.46'	95.72'	N 78°12'29" E	95.14'



LEGEND	
1/2" C.I.R.S.	IRON ROD SET WITH RED CAP STAMPED "ONEAL 6570"
I.R.F.	IRON ROD FOUND
C.I.R.F.	IRON ROD FOUND WITH CAP
CM	CONTROL POINT
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS DALLAS COUNTY TEXAS
C.A.	COMMON AREA LOT
B.L.	BUILDING SETBACK LINE
D.E.	DRAINAGE EASEMENT
U.E.	UTILITY EASEMENT
L.E.	LANDSCAPE EASEMENT
W.M.E.	WALL MAINTENANCE EASEMENT
C.A.	COMMON AREA

**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 C-01-19.

FINAL PLAT  
**MAPPLEWOOD**  
 PHASE 2A  
 1-12, BLOCK A; 1-21 BLOCK B;  
 1-41, 42-X BLOCK C; 1-28 BLOCK D;  
 1-16 BLOCK E; 1-17 BLOCK G

BEING  
 89 128 ACRES  
 133 RESIDENTIAL LOTS  
 1 COMMON AREA TRACT

SITUATED IN THE  
**WILLIAM RAWLINGS SURVEY, ABST. NO. 1205**  
**CITY OF GLENN HEIGHTS, DALLAS COUNTY, TEXAS**

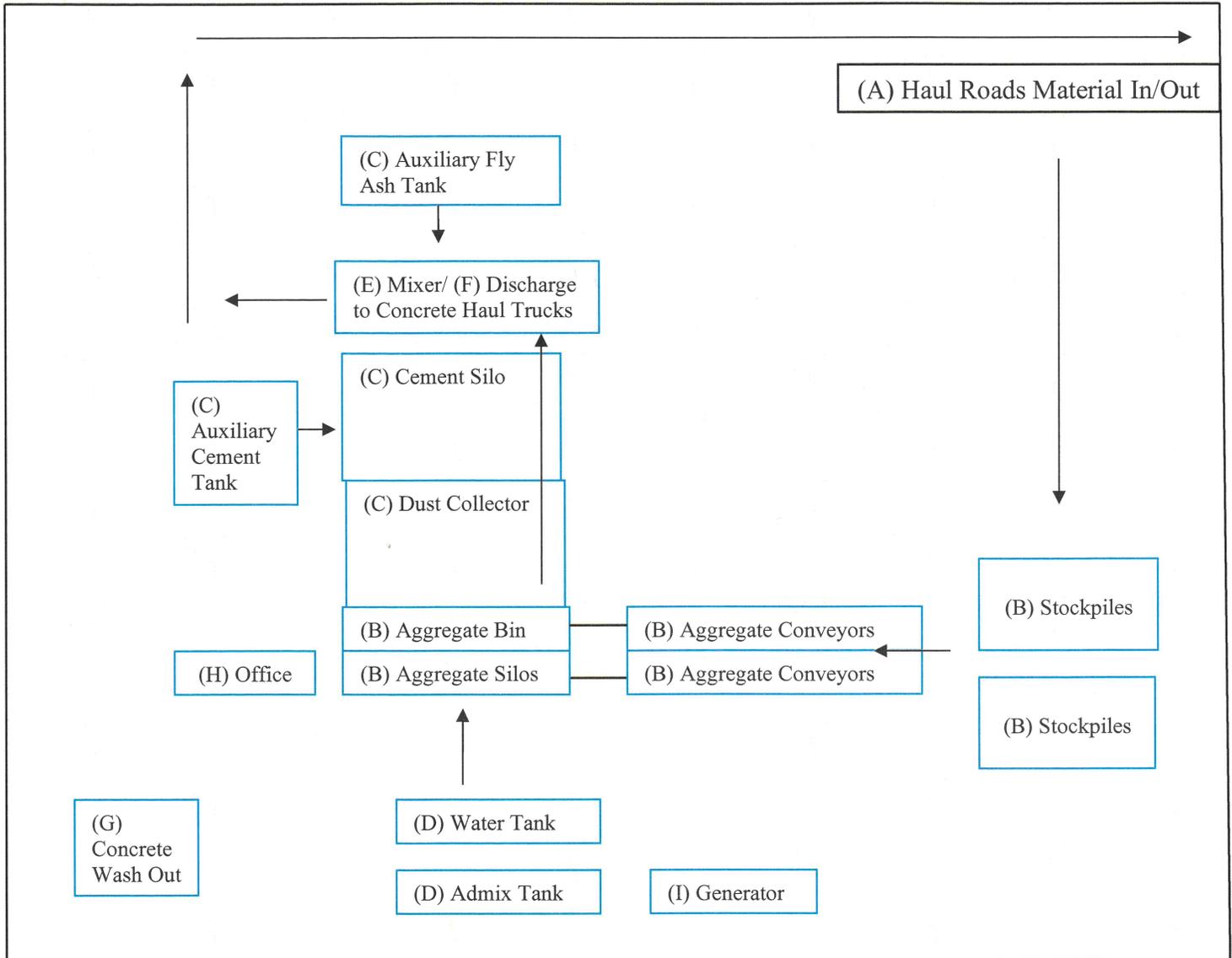
ENGINEERING, PROJECT MANAGEMENT, CONSTRUCTION SERVICES  
**ENGINEERING CONCEPTS & DESIGN, L.P.**  
 TEXAS FIRM REG. NO. 001145  
 201 WINDCO CIRCLE, SUITE 200, FURER TEXAS 75088  
 (972) 941-8400 FAX (972) 941-8401

OWNER/DEVELOPER  
**BLOOMFIELD HOMES, L.P.**  
 1000 E. HWY. 114, SUITE 210  
 SOUTH LAKE, TX 76082  
 (972) 416-1572

LAND SURVEYOR  
**O'NEAL SURVEYING COMPANY**  
 P.O. BOX 361  
 ATHENS, TX 75751  
 TPLS Firm No. 10194132, 208 NO.  
 daniel@oneal-surveying.com  
 (803) 804-2891

DATE: MAY 1, 2020  
 SCALE: 1"=80'

**EXHIBIT “C”  
[Process Flow Diagram]**



**Process Flow Diagram and Process Description**

- (A) Washed raw aggregate materials are hauled to the project site in covered trucks via non-paved haul roads.
- (B) Materials are stored in stockpiles until needed for concrete production. Aggregates are then loaded into aggregate conveyors using a front- end loader. Aggregate stockpiles and haul roads are watered for dust control emissions throughout the entire process. Aggregate material waste is removed from the site with covered trucks.
- (C) Cement and fly ash are pumped to contained auxiliary storage tanks from delivery trucks using a closed air hose pumping system for storage. Then, cement and fly ash is pumped via closed air hose pumping system from tanks to separate silos for use in concrete production.
- (D) Liquid ad mixtures and water are delivered to site via trucks and stored enclosed tanks until needed for concrete production.
- (E) Aggregate conveyors and hoses transport materials from bins and tanks to silos where the materials are combined, weighed and discharged to concrete trucks. Emissions for aggregates, cement and fly ash are handled by the central dust collection system.
- (F) Concrete trucks deliver finished materials onsite to concrete placer.
- (G) A concrete wash out pit is installed at the plant site to collect residual concrete from trucks and to collect concrete wastewater. After paving operations the pit will be cleaned and concrete waste disposed of.
- (H) Plant controls system is stored in the office.
- (I) Generator supply's plant with electricity.

**Process/Emission Source/Control:**

- 1) (A) Material Delivery/Particulate Matter/ wet material is delivered in covered trucks.
- 2) (A), (B) Stockpile Management/ Particulate Matter / stockpiles and haul roads are sprinkled with water.
- 3) (C), (E) Batching Materials/ Particulate Matter / Silos are equipped with a visible warning mechanism to warn operators when silos are full. Dust Collector vacuums excess material and removes it from air delivery.



GENERAL FUND  
FOR THE MONTH ENDED AUGUST 31, 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>
<b>TOTAL REVENUES:</b>	\$ 9,180,690	\$ -	\$ 10,307,527	112.3%

	<u>Original Budget</u>	<u>AMENDED</u>	<u>YTD Actual</u>	<u>Budget %</u>
<b>Property Tax :</b>	\$ 5,119,863	\$ -	\$ 5,070,888	99.0%
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>
<b>Sales Tax:</b>	\$ 611,000	\$ -	\$ 738,579	120.9%

	<u>Original Budget</u>	<u>AMENDED</u>	<u>YTD Actual</u>	<u>Budget %</u>
<b>Franchise Fees:</b>	\$ 654,340	\$ -	\$ 529,992	81.0%

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%
<b>TOTAL:</b>		\$ 654,340	\$ -	\$ 292,540	44.7%

	<u>Original Budget</u>	<u>AMENDED</u>	<u>YTD Actual</u>	<u>Budget %</u>
<b>Permits &amp; Fees:</b>	\$ 988,100	\$ -	\$ 2,385,694	241.4%
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>
<b>Charges for Services:</b>	\$ 1,136,801	\$ -	\$ 1,102,054	96.9%

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:

	Pay Cycle(s)	<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%
<b>TOTAL:</b>		<b>1,136,801</b>	<b>-</b>	<b>515,130</b>	<b>45.3%</b>

<u>Court Fines:</u>	<u>Original Budget</u>	<u>AMENDED</u>	<u>YTD Actual</u>	<u>Budget %</u>
	\$ 321,500	\$ -	\$ 167,359	52.1%
<b>AL FUND EXPENDITURES</b>				
<b>TOTAL EXPENDITURES:</b>	<b>Budget</b>	<b>AMENDED</b>	<b>Actual</b>	<b>Budget %</b>
	\$ 8,524,318	\$ -	\$ 6,409,294	75.2%
<b>Administration:</b>	<b>Budget</b>	<b>AMENDED</b>	<b>Actual</b>	<b>Budget %</b>
	\$ 121,510	\$ -	\$ 68,178	56.1%

<u>Economic Development:</u>	<u>Budget</u>	<u>AMENDED</u>	<u>Actual</u>	<u>Budget %</u>
	\$ 135,259	\$ -	\$ 76,756	56.7%

GENERAL FUND  
REVENUES AND EXPENDITURES - BUDGET AND ACTUAL  
FY 2019-20 WITH PRIOR YEAR COMPARISON  
FOR THE MONTH ENDED AUGUST 31, 2020

91.7%

	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	Aug-20	Aug-20	% Budget	Aug-20	% Budget
<b>Revenues:</b>							
Property Tax	\$ 5,119,863		\$ 5,371	\$ 5,070,888	99.0%	\$ 4,693,208	91.7%
Sales Tax	611,000		82,931	738,579	120.9%	\$ 560,083	91.7%
Franchise Fees	654,340		29,412	529,992	81.0%	\$ 599,812	91.7%
Permits & Fees	988,100		372,990	2,385,694	241.4%	\$ 905,758	91.7%
Charges for Service	1,136,801		94,721	1,102,054	96.9%	\$ 1,042,068	91.7%
Recreation	1,500		-	410	27.3%	\$ 1,375	91.7%
Grants & Contributions	54,598		-	50,085	91.7%	\$ 50,048	91.7%
Court Fines	321,500		17,540	167,359	52.1%	\$ 294,708	91.7%
Interest	33,008		451	139,156	421.6%	\$ 30,257	91.7%
Miscellaneous	163,931		204	35,264	21.5%	\$ 150,270	91.7%
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	58,707	91.7%	\$ 58,706	91.7%
Charge for Service (City Wide)	32,006		2,667	29,339	91.7%	\$ 29,339	91.7%
Transfer from Tornado Fund	-		-	-	0.0%	\$ -	0.0%
<b>Total Revenues</b>	<b>\$ 9,180,690</b>	<b>\$ -</b>	<b>\$ 611,624</b>	<b>\$ 10,307,527</b>	<b>112.3%</b>	<b>\$ 8,415,633</b>	<b>91.7%</b>

PRIOR FISCAL YEAR				
BUDGET		FY ACTUAL		
FY 2018-2019		FY 2018-2019		
Original Budget	Amended Budget	M-T-D August-19	Y-T-D August -19	Y-T-D % Budget
\$ 4,335,004	\$ 4,340,317	\$ 9,251	\$ 4,358,405	100.5%
540,000	650,000	62,521	632,084	117.1%
639,786	684,450	30,354	594,599	92.9%
956,578	1,024,375	48,250	1,157,059	121.0%
1,112,215	1,138,672	107,206	1,080,034	97.1%
2,000	1,500	25	705	35.3%
44,350	46,630	(9,785)	52,634	118.7%
221,500	165,199	9,386	111,688	50.4%
33,008	33,008	13,119	61,945	187.7%
263,815	263,815	(161)	236,730	89.7%
-	-	-	-	0.0%
-	-	-	-	0.0%
332,226	221,480	-	221,480	66.7%
146,431	97,617	-	\$ 97,616	66.7%
-	-	-	-	0.0%
<b>\$ 8,626,913</b>	<b>\$ 8,667,063</b>	<b>\$ 270,166</b>	<b>\$ 8,604,979</b>	<b>99.7%</b>

WATER AND SEWER FUND  
FOR THE MONTH ENDED AUGUST 31, 2020

Summary  
Revenues & Expenditures - Budget & Actual

**SUMMARY OF WATER & SEWER FUND REVENUES**

	<u>Budget</u>	<u>AMENDED</u>	<u>Actual</u>	<u>Budget %</u>
<b><u>TOTAL REVENUES:</u></b>	\$ 5,757,853	\$ -	\$ 5,803,041	100.8%
Water and Sewer sales				

	<u>Budget</u>	<u>AMENDED</u>	<u>Actual</u>	<u>Budget %</u>
<b>Water Sales</b>	\$ 2,471,000	\$ -	\$ 2,664,488	107.8%

	<u>Budget</u>	<u>AMENDED</u>	<u>Actual</u>	<u>Budget %</u>
<b>Miscellaneous Income</b>	\$ 3,978	\$ -	\$ 2,345	58.9%

**SUMMARY OF WATER & SEWER FUND EXPENDITURES**

	<u>Budget</u>	<u>AMENDED</u>	<u>Actual</u>	<u>Budget %</u>
<b><u>TOTAL EXPENDITURES:</u></b>	\$ 6,150,040	\$ -	\$ 5,029,999	81.8%

	<u>Budget</u>	<u>AMENDED</u>	<u>Actual</u>	<u>Budget %</u>
<b>Meter Services:</b>	\$ 217,535	\$ -	\$ 156,265	71.8%

SUMMARY OF YEAR-END PROJECTIONS

**WATER & SEWER FUND**  
**REVENUES AND EXPENDITURES - BUDGET AND ACTUAL**  
**FY 2019-20 WITH PRIOR YEAR COMPARISON**  
**FOR THE MONTH ENDED AUGUST 31, 2020**  
91.7%

	CURRENT FISCAL YEAR							PRIOR FISCAL YEAR				
	BUDGET		ACTUAL			PROJECTED		BUDGET		FY ACTUAL		
	FY 2019-20		M-T-D	Y-T-D	Y-T-D	FY 2019-20		FY 2018-2019		FY 2018-2019		
	Original Budget	Amended Budget	Aug-20	Aug-20	% Budget	Aug-20	% Budget	Original Budget	Amended Budget	M-T-D August - 19	Y-T-D August - 19	Y-T-D % Budget
<b>Revenues:</b>												
Water Sales	\$ 2,471,000		\$ 327,304	\$ 2,664,488	107.8%	\$ 2,265,083	91.7%	\$ 2,576,773	\$ 2,357,069	309,102	2,138,780	83%
Sewer Sales	2,851,622		271,789	2,856,238	100.2%	2,613,987	91.7%	2,928,298	2,795,708	258,486	2,588,422	88%
Late Charges	268,988		-	144,393	53.7%	246,572	91.7%	268,757	276,634	25,018	252,801	94%
Reconnection Fees	60,708		-	28,518	47.0%	55,649	91.7%	46,386	59,518	4,645	47,168	102%
Water Meters	17,331		2,220	7,215	41.6%	15,887	91.7%	5,000	16,991	1,160	15,833	317%
Tap Fees	12,108		2,250	7,850	64.8%	11,099	91.7%	3,567	11,871	1,675	11,750	329%
Convenience Fee	70,588		8,746	82,012	116.2%	64,706	91.7%	144,558	69,204	6,230	64,271	44%
Interest Earnings	1,530		302	9,982	652.4%	1,403	91.7%	1,500	1,500	1,629	21,969	1465%
Miscellaneous	3,978		210	2,345	58.9%	3,647	91.7%	10,000	3,900	350	49,094	491%
Transfer From Tornado Fund	-		-	-	0.0%	-	0.0%	-	-	-	-	-
<b>Total Revenues</b>	<b>\$ 5,757,853</b>	<b>\$ -</b>	<b>\$ 612,821</b>	<b>\$ 5,803,041</b>	<b>100.8%</b>	<b>\$ 5,278,032</b>	<b>91.7%</b>	<b>\$ 5,984,839</b>	<b>\$ 5,592,395</b>	<b>\$ 608,295</b>	<b>\$ 5,190,088</b>	<b>87%</b>
<b>Expenditures:</b>												
Utility Administration	\$ 260,568		\$ 14,336	\$ 209,023	80.2%	\$ 238,854	91.7%	\$ 299,546	\$ 254,020	\$ 20,070	\$ 226,125	75%
Meter Services	217,535		15,768	156,265	71.8%	199,407	91.7%	191,275	153,075	12,926	131,778	69%
Water Operations	1,802,980		168,950	1,464,352	81.2%	1,652,732	91.7%	2,083,572	1,501,587	120,482	1,399,532	67%
Wastewater Operations	3,772,907		18,682	3,039,890	80.6%	3,458,498	91.7%	2,826,573	2,825,448	492,571	2,822,002	100%
Capital Project Hwy 664 Relocation	-		-	72,424	0.0%	-	0.0%	-	-	39,483	115,880	0%
G&A Reimbursement from Utility Fund MG	64,043		5,337	58,707	91.7%	58,706	91.7%	332,226	221,480	-	221,480	67%
General Fund - Reimbursement for Ci	32,007		2,667	29,338	91.7%	29,340	91.7%	146,431	97,616	-	97,616	67%
<b>Total Expenditures</b>	<b>\$ 6,150,040</b>	<b>\$ -</b>	<b>\$ 225,741</b>	<b>\$ 5,029,999</b>	<b>81.8%</b>	<b>\$ 5,637,537</b>	<b>91.7%</b>	<b>\$ 5,879,623</b>	<b>\$ 5,053,226</b>	<b>\$ 685,532</b>	<b>\$ 5,014,414</b>	<b>85%</b>
<b>Total Revenues Over (Under) Exp</b>	<b>\$ (392,187)</b>	<b>\$ -</b>	<b>\$ 387,080</b>	<b>\$ 773,041</b>		<b>\$ (359,505)</b>		<b>\$ 105,216</b>	<b>\$ 539,169</b>	<b>\$ (77,236)</b>	<b>\$ 175,673</b>	
<b>Other Funding Sources (Uses):</b>												
Debt service - bond payments	(272,050)			(121,875)	44.8%	-		(120,475)		-		0.0%
SIB Loan												
Non-cash transactions:				(1,779)								
Capital lease proceeds	-		-	-		-		-		-	-	
Capital expenditures	-		-	(2,307)		-		-		-	-	
SIB Loan Proceeds												
Transfers In (Out):												
Debt Service Payments	-		-	-		-		-		-	-	
Transfer to Fund 402												
Transfer from Disaster Recovery Fund	-		-	-		-		-		-	-	
Transfer to GF Technology								-		-	-	
G&A Reimbursement from Utility Fund MG	-		-	-		-		-		-	-	0.0%
General Fund - Reimbursement for Ci	-		-	-		-		-		-	-	0.0%
General Fund - Reimbursement for Ta	-		-	-		-		-		-	-	
General Fund - Debt Repayment	-		-	-		-		-		-	-	
Transfer to GF - Operating Transfer (Tech)	-		-	-		-		-		-	-	
Capital Projects Fund - City Commitm	-		-	-		-		-		-	-	
<b>Net Change in Fund Balance</b>	<b>\$ (664,237)</b>	<b>\$ -</b>		<b>\$ 647,080</b>				<b>\$ (15,259)</b>	<b>\$ 539,169</b>		<b>\$ 175,673</b>	
Total Unrestricted Fund Balance - BOY	1,686,249			1,686,249				682,576	(278,308)		(278,308)	
<b>Total Fund Balance - EOY</b>	<b>\$ 1,022,012</b>	<b>\$ -</b>		<b>\$ 2,333,329</b>		<b>\$ -</b>		<b>\$ 667,317</b>	<b>\$ 260,861</b>		<b>\$ (102,635)</b>	<b>\$ -</b>
Less: Commitments for Specific Use				-		-						-
Less: Assigned for Specific Use				-		-						-



DRAINAGE FUND  
FOR THE MONTH ENDED AUGUST 31, 2020

Summary  
Revenues & Expenditures - Budget & Actual

**SUMMARY OF MUNICIPAL DRAINAGE FUND**

	<u>Budget</u>	<u>AMENDED</u>	<u>Actual</u>	<u>Budget %</u>
<b><u>TOTAL REVENUES:</u></b>	<b>\$ 313,812</b>	<b>\$ -</b>	<b>\$ 307,566</b>	<b>98.0%</b>

	<u>Budget</u>	<u>AMENDED</u>	<u>Actual</u>	<u>Budget %</u>
<b><u>TOTAL EXPENDITURES:</u></b>	<b>\$ 315,928</b>	<b>\$ -</b>	<b>\$ 264,998</b>	<b>83.9%</b>

**SUMMARY OF YEAR-END PROJECTIONS**

DRAINAGE FUND  
REVENUES AND EXPENDITURES - BUDGET AND ACTUAL  
FY 2019-20 WITH PRIOR YEAR COMPARISON  
FOR THE MONTH ENDED AUGUST 31, 2020

91.7%

	CURRENT FISCAL YEAR						
	BUDGET		ACTUAL			FY PROJECTED	
	FY 2019-20		M-T-D	Y-T-D	Y-T-D	FY 2019-20	
	Original Budget	Amended Budget	Aug-20	Aug-20	% Budget	Aug-20	% Budget
<b>Revenues:</b>							
Drainage Fees - Residential	\$ 283,030		\$ 26,325	\$ 278,932	98.6%	\$ 259,444	91.7%
Drainage Fees - Commercial	30,782		2,615	28,615	93.0%	\$ 28,217	91.7%
Interest	-		-	19	0.0%	-	0.0%
<b>Total Revenues</b>	<b>\$ 313,812</b>	<b>\$ -</b>	<b>\$ 28,940</b>	<b>\$ 307,566</b>	<b>98.0%</b>	<b>\$ 287,661</b>	<b>91.7%</b>
<b>Expenditures:</b>							
Storm Water Operations	315,928		\$ 18,345	\$ 264,998	83.9%	\$ 289,601	91.7%
Operating Transfer to General Fund	-	\$ -	\$ -	\$ -	0.0%	\$ -	0.0%
<b>Total Expenditures</b>	<b>\$ 315,928</b>	<b>\$ -</b>	<b>\$ 18,345</b>	<b>\$ 264,998</b>	<b>83.9%</b>	<b>\$ 289,601</b>	<b>91.7%</b>
<b>Total Revenues Over (Under) Exp</b>	<b>\$ (2,116)</b>	<b>\$ -</b>	<b>\$ 10,595</b>	<b>\$ 42,568</b>		<b>\$ (1,940)</b>	
<b>Other Financing Sources (Uses):</b>							
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)	(14,460)	91.7%	-	
Capital Projects Fund - City Commit	-	-	-	-		-	
<b>Net Change in Fund Balance</b>	<b>\$ (17,891)</b>	<b>\$ -</b>		<b>\$ 28,108</b>			
Total Unrestricted Fund Balance - BOY	267,240			267,240			
<b>Total Fund Balance - EOY</b>	<b>\$ 249,349</b>	<b>\$ -</b>		<b>\$ 295,348</b>		<b>\$ -</b>	
Less: Commitments for Specific Use	-	-		-		-	
<b>Ending Fund Balance - Unrestricted</b>	<b>\$ 249,349</b>	<b>\$ -</b>		<b>\$ 295,348</b>		<b>\$ -</b>	
<b>AVERAGE DAILY EXPENDITURES</b>	<b>\$ 866</b>	<b>\$ -</b>		<b>\$ 872</b>			
<b>Number of Days In Reserve</b>	<b>288</b>			<b>339</b>			

PRIOR FISCAL YEAR				
BUDGET		FY ACTUAL		
FY 2018-19		M-T-D	Y-T-D	Y-T-D
Original Budget	Amended Budget	July 19	July 19	% Budget
\$ 273,276	\$ 277,480	\$ 24,230	\$ 259,818	93.6%
29,000	30,178	2,585	28,450	94.3%
-	-	4	47	0.0%
<b>\$ 302,276</b>	<b>\$ 307,658</b>	<b>\$ 26,819</b>	<b>\$ 288,315</b>	<b>95%</b>
439,141	\$ 313,620	\$ 91,638	\$ 285,474	91.0%
-	\$ -	-	-	0.0%
<b>\$ 439,141</b>	<b>\$ 313,620</b>	<b>\$ 91,638</b>	<b>\$ 285,474</b>	<b>65%</b>
<b>\$ (136,865)</b>	<b>\$ (5,962)</b>	<b>\$ (64,820)</b>	<b>\$ 2,841</b>	
-	-	-	-	
-	-	-	-	
-	-	-	-	
(15,775)	(15,775)	(1,314)	(14,460)	91.7%
-	-	-	-	
<b>\$ (152,640)</b>	<b>\$ (21,737)</b>		<b>\$ (11,619)</b>	
\$ 464,768	\$ 288,977		\$ 288,977	
<b>\$ 312,128</b>	<b>\$ 267,240</b>		<b>\$ 277,358</b>	
-	-		-	
<b>\$ 312,128</b>	<b>\$ 267,240</b>		<b>\$ 277,358</b>	
<b>\$ 1,203</b>	<b>\$ 859</b>			
<b>259</b>	<b>311</b>			

4/30/2020	5/31/2020	6/30/2020	7/31/2020	8/31/2020
10/1/2019	10/1/2019	10/1/2019	10/1/2019	10/1/2019
212	243	273	304	335

OTHER FUNDS  
FOR THE MONTH ENDED AUGUST 31, 2020

Summary  
Revenues & Expenditures - Budget & Actual

**SUMMARY OF OTHER FUNDS**

**DEBT SERVICE FUND**

	Budget	AMENDED	Actual	Budget %
<b>TOTAL REVENUES:</b>	\$ 1,475,318	\$ -	\$ 1,499,485	101.6%

	Budget	AMENDED	Actual	Budget %
<b>TOTAL EXPENDITURES:</b>	\$ 1,451,474	\$ -	\$ 1,453,674	100.2%

**E911 FUND**

	Budget	AMENDED	Actual	Budget %
<b>TOTAL REVENUES:</b>	\$ 72,015	\$ -	\$ 86,373	119.9%

	Budget	AMENDED	Actual	Budget %
<b>TOTAL EXPENDITURES:</b>	\$ 33,000	\$ -	\$ 30,250	0.00%

**VEHICLE REPLACEMENT FUND**

	BUDGET	AMENDED	Actual	Budget %
<b>TOTAL REVENUES:</b>	\$ 250,000	\$ -	\$ 289,994	116.0%

	BUDGET	AMENDED	Actual	Budget %
<b>TOTAL EXPENDITURES:</b>	\$ 110,000	\$ -	\$ (71,361)	-64.9%

**WATER SEWER IMPACT FUND**

	BUDGET	AMENDED	Actual	Budget %
<b>TOTAL REVENUES:</b>	\$ 895,011	\$ -	\$ 991,724	110.8%

	BUDGET	AMENDED	Actual	Budget %
<b>TOTAL EXPENDITURES:</b>	\$ 1,645,000	\$ -	\$ 128,858	7.8%

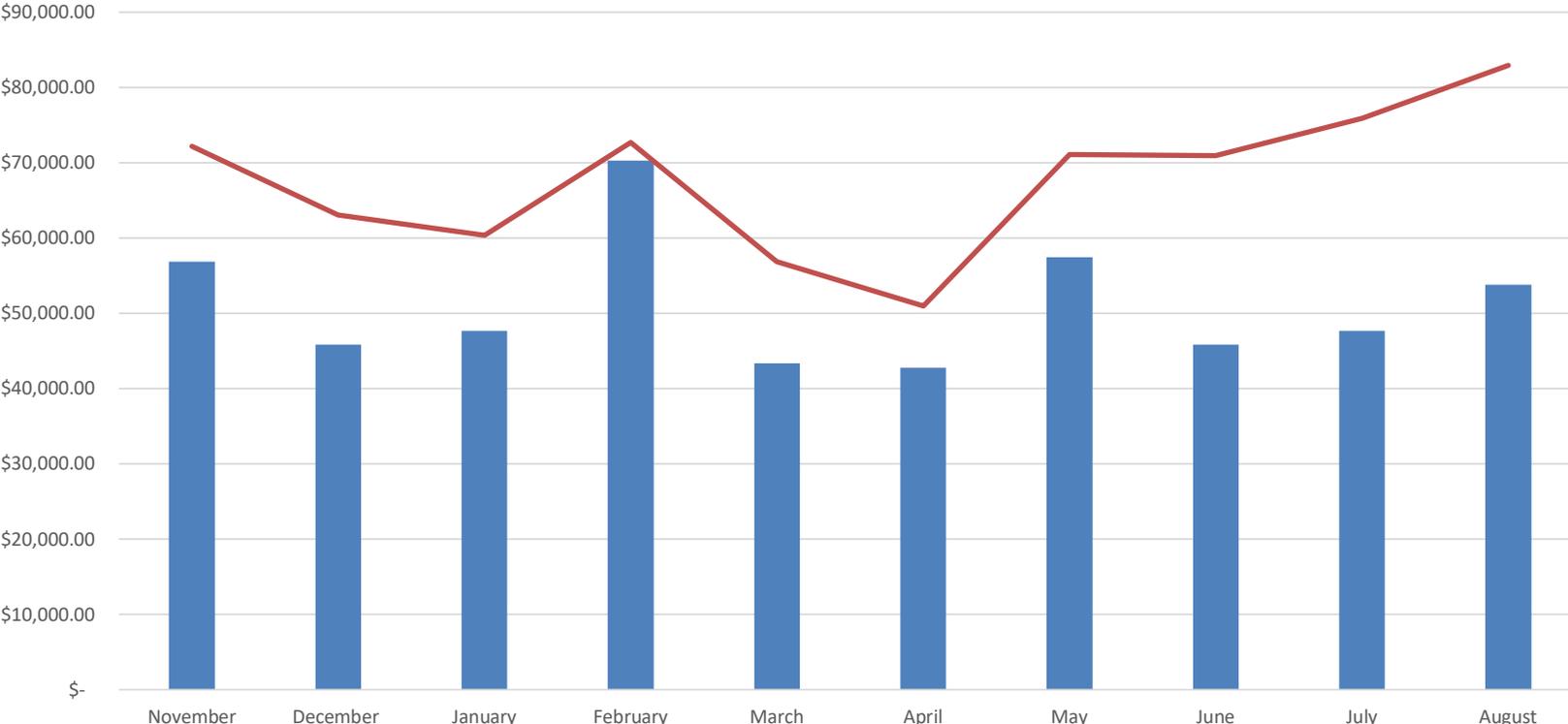
**OTHER FUNDS: FINANCIAL SUMMARY**  
**REVENUES AND EXPENDITURES - BUDGET AND ACTUAL**  
**FOR THE MONTH ENDED AUGUST 31, 2020**

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
<b>DEBT SERVICE FUND</b>														
300	Debt Service Fund	\$ 1,475,318	\$ 1,451,474	\$ 23,844	\$ 345,673	\$ 369,517	\$ 1,499,485	102%	\$ 1,453,674	100%	\$ 45,811	192.1%	\$ 345,673	\$ 391,484

<b>SPECIAL REVENUE FUNDS</b>														
200	Court Technology Fund	\$ 3,551	\$ -	\$ 3,551	\$ 361	\$ 3,912	\$ 3,442	97%	\$ -	0%	\$ 3,442	96.9%	\$ 361	\$ 3,803
201	Court Security Fund	2,812	-	2,812	39,861	42,673	3,838	136%	-	0%	3,838	136.5%	39,861	43,699
205	E911 Fund	72,015	33,000	39,015	165,640	204,655	86,373	120%	30,250	0%	56,123	143.8%	165,640	221,763
207	Family Festival	-	-	-	-	-	-	0%	-	0%	-	0.0%	-	-
213	Federal Seizure Fund	-	-	-	2,952	2,952	26	0%	-	0%	26	0.0%	2,952	2,978
214	State Seizure Fund	-	-	-	7,647	7,647	292	0%	-	0%	292	0.0%	7,647	7,939
250	Operating Grants Fund	-	-	-	2,113	2,113	2,132	0%	-	0%	2,132	0.0%	2,113	4,245
		\$ 78,378	\$ 33,000	\$ 45,378	\$ 218,574	\$ 263,952	\$ 96,103		\$ 30,250		\$ 65,853		\$ 218,574	\$ 284,427

<b>CAPITAL PROJECTS FUND</b>														
215	Street Impact Fees (restr)	\$ 448,465	\$ 12,000	\$ 436,465	\$ 1,372,660	\$ 1,809,125	\$ 497,094	111%	\$ 115,673	964%	\$ 381,420	87.4%	\$ 1,372,660	\$ 1,754,080
230	Park Fees	216,467	586,000	(369,533)	813,028	443,495	240,155	111%	88,125	15%	152,030	-41.1%	813,028	965,058
400	2006 Bonds	-	18,644	(18,644)	18,644	-	10	0%	-	0%	10	-0.1%	18,644	18,654
402	City Hall Capital Proj Fund	1,427,168	1,444,511	(17,343)	1,388,631	1,371,288	1,841	0%	472,706	0%	(470,865)	2715.0%	1,388,631	917,766
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	122,668	1%	471,126	0%	(348,459)	-4.9%	6,443,402	6,094,943
410	Reserved for Capital Projects	210,000	3,387,636	(3,177,636)	5,556,808	2,379,172	751,017	358%	74,205	0%	676,812	-21.3%	5,556,808	6,233,620
412	Veterans Memorial	-	-	(3,095)	(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	991,724	111%	128,858	8%	862,866	-115.1%	2,125,331	2,988,197
												0.0%	-	-
		\$ 18,447,111	\$ 15,026,130	\$ 3,420,981	\$ 17,745,607	\$ 21,166,588	\$ 2,896,780		\$ 1,310,535		\$ 1,586,245		\$ 17,745,607	\$ 19,331,852

# City Glenn Heights Comparison of Budgeted Sales Tax to Actual



■ BUDGET    — ACTUAL

**CITY OF GLENN HEIGHTS  
SALES TAX COMPARISON**

**COMPARISON BY FISCAL YEAR**

	<b>FY 2015 ACTUAL</b>	<b>FY 2016 ACTUAL</b>	<b>FY 2017 ACTUAL</b>	<b>FY 2018 ACTUAL</b>	<b>FY 2019 ACTUAL</b>	<b>FY 2020 ACTUAL</b>	<b>VARIANCE OVER PRIOR YEAR</b>
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	\$ 75,916	\$ 22,692
August	46,959	36,756	46,502	\$ 58,556	\$ 62,521	\$ 82,931	\$ 20,410
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>\$ 738,579</u>	<u>\$ 106,495</u>

**COMPARISON TO CURRENT YEAR BUDGET**

	<b>*FY 2020 BUDGET</b>	<b>FY 2020 ACTUAL</b>	<b>VARIANCE</b>	
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	\$ 75,915.84	\$ 28,258	1.592929624
August	\$ 53,768.00	\$ 82,931.06	\$ 29,163	1.542386922
September	\$ 52,790.40	\$	\$ -	
	<u>\$611,000.00</u>	<u>\$738,578.80</u>	<u>\$ 180,369.20</u>	

\* FY 2020 Budget column based on last year's percentage collection by month. Sales tax collection has historically been based on seasonal trends

**MAY 2020 CASH AND INVESTMENT REPORT**

POOLED CASH RECONCILIATION	
Fund	Balance In Pooled Cash Per General Ledger
100 General Fund	7,567,621.56
200 Court Technology	3,972.13
201 Court Security	21,201.05
202 Court Comptroller	1088.29
205 911 Wireless	231,229.87
207 Family Festival	-
	-
213 Federal Seizure	-
214 State Seizure	(2,600.29)
215 Street Impact	1,599,720.62
216 Keep GH Beautiful	-
230 Park Fees	819,705.96
250 Operating Grants	5,239.01
300 Debt Service	149,828.46
400 2006 Bonds	35,796.64
402 2015 CO Bond	788,255.52
403 2016 GO BOND	(104,269.20)
406 Vehicle Replacement	437,128.02
407 Disaster Recovery	79,437.39
401 2008 Bonds	(104,168.00)
412 Veterans Memorial	-
425 COVID	(164,535.68)
500 Water & Sewer	(161,373.53)
515 W/S Impact	2,628,315.80
550 Drainage	252,866.82
700 CFAAG	-
410 GF Capital Projects	6,227,920.71
<b>TOTAL POOLED CASH - GL</b>	<b>20,312,381.15</b>
<b>Balance per Bank Statement</b>	<b>20,599,972.88</b>
Reconciling Items:	
Add: Deposits In-Transit	
Less: Outstanding Checks	
Less: Outstanding Other	
Adjusting Items	2,363,347.80
<b>Adjusted GL Balance</b>	<b>22,963,320.68</b>
Unreconciled Difference	(2,650,939.53)

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	\$ 54,108.86	\$ 54,108.86	\$ 60,365.56	\$ (49,825.27)	\$ 9.17	\$ 64,658.32	\$ -
Seizure Hold	\$ 5,438.72	\$ 5,438.72	\$ -	\$ -	\$ 2.17	\$ 5,440.89	\$ -
2015 C/O Bond	\$ 69,215.54	\$ 69,215.54	\$ 100,000.00	\$ (5,000.00)	\$ 31.66	\$ 164,247.20	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2006 Bond	\$ 9,396.29	\$ 9,396.29	\$ -	\$ -	\$ 3.75	\$ 9,400.04	\$ -
Customer W/S Deposits	\$ 451,991.37	\$ 451,991.37	\$ -	\$ -	\$ 203.77	\$ 452,195.14	\$ -
Park Fees	\$ 205,212.85	\$ 205,212.85	\$ -	\$ -	\$ 84.10	\$ 205,296.95	\$ -
W/S Impact Fees	\$ 390,672.90	\$ 390,672.90	\$ -	\$ -	\$ 176.66	\$ 390,849.56	\$ -
Street Impact	\$ 258,947.27	\$ 258,947.27	\$ -	\$ -	\$ 116.74	\$ 259,064.01	\$ -
Chamber of Commerce	\$ 16,820.98	\$ 16,820.98	\$ -	\$ -	\$ 7.58	\$ 16,828.56	\$ -
Veterans Memorial	\$ 2,846.61	\$ 2,846.61	\$ -	\$ -	\$ 1.28	\$ 2,847.89	\$ -
<b>TOTAL OTHER PROSP</b>	<b>\$ 1,464,651.39</b>						

TOTAL CASH/INVESTMENT BAL	
FUND	CASH BALANCE
General Fund	\$ 7,896,891.51
Court Technology	\$ 3,972.95
Court Security	\$ 43,677.18
911 Wireless	\$ 231,968.66
2016 GO Bond	\$ 13,877,937.86
SIB Account	\$ 644,671.63
Family Festival	\$ -
State Seizure	\$ 8,539.86
Street Impact Fees	\$ 1,858,784.63
Veterans Memorial	\$ 2,847.89
Park Fees	\$ 1,025,002.91
Operating Grants	\$ 5,239.01
Debt Service	\$ 149,828.46
2006 Bonds	\$ 45,196.68
W/S Fund	\$ 346,204.08
W/S Impact Fees	\$ 3,019,165.36
Drainage	\$ 255,109.68
2008 Bond	\$ (104,168.00)
Fed Seizure	\$ 2,978.03
Keep GH	\$ 247.95
<b>\$ 29,314,096.33</b>	

BANK SECURITY PROSPERITY (PLEGDED COLLATERAL)	
1001 POOLED CASH ACCOUNT	\$ 20,599,972.88
1015 BENEFITS TRUST ACCOUNT	\$ 64,658.32
1001 STREET IMPACT FEES (4593)	\$ 259,064.01
1030 W/WW IMPACT FEES (7207)	\$ 390,849.56
SEIZURE HOLD	\$ 5,440.89
2015 C/O BOND	\$ 164,247.20
1050 CASH PARK FEES (2949)	\$ 205,296.95
1002 CASH-2006 BONDS (8055)	\$ 9,400.04
1001 WATER CUSTOMER DEPOSITS	\$ 452,195.14
TOTAL BANK BALANCES	\$ 22,151,124.99
LESS FDIC INSURED	\$ (250,000.00)
COLLATERALIZED TOTAL:	<b>\$ 21,901,124.99</b>
COLLATERALIZED TOTAL 102%	\$ 22,339,147.49
COLLATERAL PER BANK	<b>\$ 23,442,563.38</b>

TEXSTAR RECONCILIATION			
Fund	GL Balance - Texstar	Add: Interest/Other	Balance Per Bank Statement
General Fund	\$ 329,223.96	\$ 45.99	\$ 329,269.95
W/S Fund	\$ 53,261.16	\$ 7.46	\$ 53,268.62
Water Debt Serv	\$ 2,113.54	\$ 0.31	\$ 2,113.85
General Debt Service	\$ 6,173.01	\$ 0.88	\$ 6,173.89
SIB Loan	\$ 644,581.57	\$ 90.06	\$ 644,671.63
Drainage	\$ 2,242.55	\$ 0.31	\$ 2,242.86
Court Security	\$ 22,472.99	\$ 3.14	\$ 22,476.13
Court Tech	\$ 0.82	\$ -	\$ 0.82
2008 Bond	\$ -	\$ -	\$ -
911 Wireless	\$ 738.74	\$ 0.05	\$ 738.79
Fed Seizure	\$ 2,977.67	\$ 0.36	\$ 2,978.03
State Seizure	\$ 8,538.65	\$ 1.21	\$ 8,539.86
Keep GH	\$ 247.95	\$ -	\$ 247.95
2016 GO Bond	\$ 14,080,240.24	\$ (98,033.18)	\$ 13,982,207.06

TOTAL TEXSTAR \$ 15,054,929.44

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: 8/01/2020 THRU 8/31/2020  
 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	8/06/2020	MISC.	000001	PO HOLDING LLC	3.85	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000002	PO HOLDING LLC	16.66	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000003	OPTUM BANK, INC.	14.42	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000004	OPTUM BANK, INC.	20.00	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000005	Superior Vision of Texas	17.15	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000006	Superior Vision of Texas	6.86	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000007	Superior Vision of Texas	5.88	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000008	Superior Vision of Texas	11.76	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000009	Superior Vision of Texas	6.24	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000010	Superior Vision of Texas	24.96	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000011	Superior Vision of Texas	9.09	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000012	AMERICAN HERITAGE LIFE INSURAN	26.65	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000013	AMERICAN HERITAGE LIFE INSURAN	53.19	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000014	AMERICAN HERITAGE LIFE INSURAN	25.37	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000015	AMERICAN HERITAGE LIFE INSURAN	43.67	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000016	AMERICAN HERITAGE LIFE INSURAN	23.32	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000017	UNITEDHEALTHCARE INSURANCE COM	969.30	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000018	UNITEDHEALTHCARE INSURANCE COM	193.86	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000019	UNITEDHEALTHCARE INSURANCE COM	349.30	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000020	UNITEDHEALTHCARE INSURANCE COM	469.22	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000021	UNITEDHEALTHCARE INSURANCE COM	272.35	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000022	UNITEDHEALTHCARE INSURANCE COM	544.70	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000023	UNITEDHEALTHCARE INSURANCE COM	970.36	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000024	UNITEDHEALTHCARE INSURANCE COM	984.30	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000025	UNITEDHEALTHCARE INSURANCE COM	659.10	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000026	UNITEDHEALTHCARE INSURANCE COM	567.54	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000027	UNITEDHEALTHCARE INSURANCE COM	283.77	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000028	LINCOLN NATIONAL LIFE INSURANC	131.20	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000029	LINCOLN NATIONAL LIFE INSURANC	49.20	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000030	LINCOLN NATIONAL LIFE INSURANC	34.31	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000031	LINCOLN NATIONAL LIFE INSURANC	68.62	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000032	LINCOLN NATIONAL LIFE INSURANC	41.86	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000033	LINCOLN NATIONAL LIFE INSURANC	125.58	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000034	LINCOLN NATIONAL LIFE INSURANC	62.67	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000035	LINCOLN NATIONAL LIFE INSURANC	52.97	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000036	LINCOLN NATIONAL LIFE INSURANC	22.88	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000037	LINCOLN NATIONAL LIFE INSURANC	51.80	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000038	LINCOLN NATIONAL LIFE INSURANC	4.96	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000039	LINCOLN NATIONAL LIFE INSURANC	2.16	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000040	LINCOLN NATIONAL LIFE INSURANC	11.85	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000041	LINCOLN NATIONAL LIFE INSURANC	2.11	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000001	PO HOLDING LLC	41.07	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000002	PO HOLDING LLC	3.27	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000003	PO HOLDING LLC	4.20	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: 8/01/2020 THRU 8/31/2020  
 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	8/20/2020	MISC.	000004	PO HOLDING LLC	12.88	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000005	OPTUM BANK, INC.	1.67	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000006	OPTUM BANK, INC.	10.83	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000007	OPTUM BANK, INC.	17.96	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000008	OPTUM BANK, INC.	15.79	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000009	DEER OAKS EAD SERVICES, LLC	7.65	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000010	DEER OAKS EAD SERVICES, LLC	12.37	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000011	DEER OAKS EAD SERVICES, LLC	4.17	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000012	Superior Vision of Texas	8.71	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000013	Superior Vision of Texas	18.58	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000014	Superior Vision of Texas	5.70	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000015	Superior Vision of Texas	5.69	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000016	Superior Vision of Texas	4.74	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000017	Superior Vision of Texas	9.50	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000018	Superior Vision of Texas	7.00	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000019	Superior Vision of Texas	26.90	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000020	Superior Vision of Texas	8.83	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000021	AMERICAN HERITAGE LIFE INSURAN	27.01	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000022	AMERICAN HERITAGE LIFE INSURAN	48.13	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000023	AMERICAN HERITAGE LIFE INSURAN	25.03	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000024	AMERICAN HERITAGE LIFE INSURAN	48.04	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000025	AMERICAN HERITAGE LIFE INSURAN	19.08	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000026	UNITEDHEALTHCARE INSURANCE COM	240.73	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000027	UNITEDHEALTHCARE INSURANCE COM	655.04	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000028	UNITEDHEALTHCARE INSURANCE COM	164.56	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000029	UNITEDHEALTHCARE INSURANCE COM	228.16	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000030	UNITEDHEALTHCARE INSURANCE COM	275.73	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000031	UNITEDHEALTHCARE INSURANCE COM	93.41	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000032	UNITEDHEALTHCARE INSURANCE COM	375.81	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000033	UNITEDHEALTHCARE INSURANCE COM	121.34	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000034	UNITEDHEALTHCARE INSURANCE COM	502.32	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000035	UNITEDHEALTHCARE INSURANCE COM	219.01	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000036	UNITEDHEALTHCARE INSURANCE COM	442.53	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000037	UNITEDHEALTHCARE INSURANCE COM	803.39	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000038	UNITEDHEALTHCARE INSURANCE COM	1,243.54	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000039	UNITEDHEALTHCARE INSURANCE COM	319.86	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000040	UNITEDHEALTHCARE INSURANCE COM	531.98	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000041	UNITEDHEALTHCARE INSURANCE COM	219.56	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000042	UNITEDHEALTHCARE INSURANCE COM	802.80	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000043	UNITEDHEALTHCARE INSURANCE COM	232.20	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000044	LINCOLN NATIONAL LIFE INSURANC	60.25	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000045	LINCOLN NATIONAL LIFE INSURANC	112.35	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000046	LINCOLN NATIONAL LIFE INSURANC	39.79	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000047	LINCOLN NATIONAL LIFE INSURANC	28.08	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: 8/01/2020 THRU 8/31/2020  
 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	8/20/2020	MISC.	000048	LINCOLN NATIONAL LIFE INSURANC	27.69	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000049	LINCOLN NATIONAL LIFE INSURANC	57.20	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000050	LINCOLN NATIONAL LIFE INSURANC	58.54	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000051	LINCOLN NATIONAL LIFE INSURANC	145.60	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000052	LINCOLN NATIONAL LIFE INSURANC	63.56	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000053	LINCOLN NATIONAL LIFE INSURANC	23.60	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000054	LINCOLN NATIONAL LIFE INSURANC	53.31	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000055	LINCOLN NATIONAL LIFE INSURANC	18.75	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000056	LINCOLN NATIONAL LIFE INSURANC	25.38	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000057	LINCOLN NATIONAL LIFE INSURANC	54.82	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000058	LINCOLN NATIONAL LIFE INSURANC	4.04	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000059	LINCOLN NATIONAL LIFE INSURANC	22.25	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000060	LINCOLN NATIONAL LIFE INSURANC	35.66	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000061	LINCOLN NATIONAL LIFE INSURANC	12.03	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000062	LINCOLN NATIONAL LIFE INSURANC	5.28	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000063	LINCOLN NATIONAL LIFE INSURANC	8.94	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000064	LINCOLN NATIONAL LIFE INSURANC	2.41	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000065	LINCOLN NATIONAL LIFE INSURANC	16.95	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000066	LINCOLN NATIONAL LIFE INSURANC	12.30	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000067	LINCOLN NATIONAL LIFE INSURANC	1.72	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:	15,992.31
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: 8/01/2020 THRU 8/31/2020  
 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	8/06/2020	CHECK	920621	PO HOLDING LLC	635.90CR	OUTSTND	A	0/00/0000
1-00-1015	8/06/2020	CHECK	920622	OPTUM BANK, INC.	720.94CR	OUTSTND	A	0/00/0000
1-00-1015	8/20/2020	CHECK	920623	PO HOLDING LLC	635.90CR	OUTSTND	A	0/00/0000
1-00-1015	8/20/2020	CHECK	920624	OPTUM BANK, INC.	970.93CR	OUTSTND	A	0/00/0000
1-00-1015	8/28/2020	CHECK	920625	Superior Vision of Texas	651.79CR	OUTSTND	A	0/00/0000
1-00-1015	8/28/2020	CHECK	920626	LINCOLN NATIONAL LIFE INSURANC	6,368.27CR	OUTSTND	A	0/00/0000
1-00-1015	8/28/2020	CHECK	920627	DEER OAKS EAD SERVICES, LLC	77.52CR	OUTSTND	A	0/00/0000
1-00-1015	8/28/2020	CHECK	920628	UNITEDHEALTHCARE INSURANCE COM	49,031.67CR	OUTSTND	A	0/00/0000
1-00-1015	8/28/2020	CHECK	920629	AMERICAN HERITAGE LIFE INSURAN	1,272.64CR	OUTSTND	A	0/00/0000

DEPOSIT:								
1-00-1015	8/11/2020	DEPOSIT		OPTUM-DISCOVERY PPE 08.06.2020	1,356.84	OUTSTND	G	0/00/0000
1-00-1015	8/20/2020	DEPOSIT		DISCOVERY-OPTUM PPE 08-16.2020	1,606.83	OUTSTND	G	0/00/0000
1-00-1015	8/28/2020	DEPOSIT		BENEFITS TRANSFER SEPT.&AUG.20	57,401.89	OUTSTND	G	0/00/0000

TOTALS FOR ACCOUNT 1-00-101	CHECK	TOTAL:	60,365.56CR
	DEPOSIT	TOTAL:	60,365.56
	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:	60,365.56CR
	DEPOSIT	TOTAL:	60,365.56
	INTEREST	TOTAL:	0.00
	MISCELLANEOUS	TOTAL:	15,992.31
	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: 8/01/2020 THRU 8/31/2020  
 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	8/28/2020	CHECK	001034	MOTTLA ENTERPRISES, INC.	5,000.00CR	OUTSTND	A	0/00/0000
1-00-1099	8/28/2020	CHECK	001035	GROSSMAN DESIGN BUILD, LLC	23,207.55CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1-00-109				CHECK	TOTAL:	28,207.55CR		
				DEPOSIT	TOTAL:	0.00		
				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:	28,207.55CR		
				DEPOSIT	TOTAL:	0.00		
				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: 8/01/2020 THRU 8/31/2020  
 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	8/06/2020	MISC.	000001	PO HOLDING LLC	16.66CR	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000002	Superior Vision of Texas	6.24CR	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000003	Superior Vision of Texas	9.09CR	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000004	AMERICAN HERITAGE LIFE INSURAN	26.65CR	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000005	AMERICAN HERITAGE LIFE INSURAN	25.37CR	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000006	UNITEDHEALTHCARE INSURANCE COM	970.36CR	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000007	LINCOLN NATIONAL LIFE INSURANC	41.86CR	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000008	LINCOLN NATIONAL LIFE INSURANC	62.67CR	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000009	LINCOLN NATIONAL LIFE INSURANC	2.16CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000001	PO HOLDING LLC	41.07CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000002	PO HOLDING LLC	4.20CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000003	OPTUM BANK, INC.	1.67CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000004	OPTUM BANK, INC.	17.96CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000005	DEER OAKS EAD SERVICES, LLC	7.65CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000006	Superior Vision of Texas	8.71CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000007	Superior Vision of Texas	5.69CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000008	Superior Vision of Texas	7.00CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000009	Superior Vision of Texas	8.83CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000010	AMERICAN HERITAGE LIFE INSURAN	27.01CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000011	AMERICAN HERITAGE LIFE INSURAN	25.03CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000012	UNITEDHEALTHCARE INSURANCE COM	240.73CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000013	UNITEDHEALTHCARE INSURANCE COM	228.16CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000014	UNITEDHEALTHCARE INSURANCE COM	93.41CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000015	UNITEDHEALTHCARE INSURANCE COM	121.34CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000016	UNITEDHEALTHCARE INSURANCE COM	502.32CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000017	UNITEDHEALTHCARE INSURANCE COM	803.39CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000018	UNITEDHEALTHCARE INSURANCE COM	319.86CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000019	UNITEDHEALTHCARE INSURANCE COM	219.56CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000020	LINCOLN NATIONAL LIFE INSURANC	60.25CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000021	LINCOLN NATIONAL LIFE INSURANC	28.08CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000022	LINCOLN NATIONAL LIFE INSURANC	58.54CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000023	LINCOLN NATIONAL LIFE INSURANC	63.56CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000024	LINCOLN NATIONAL LIFE INSURANC	23.60CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000025	LINCOLN NATIONAL LIFE INSURANC	25.38CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000026	LINCOLN NATIONAL LIFE INSURANC	22.25CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000027	LINCOLN NATIONAL LIFE INSURANC	5.28CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000028	LINCOLN NATIONAL LIFE INSURANC	16.95CR	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:	4,148.54CR
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: 8/01/2020 THRU 8/31/2020  
 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 COVID-19 RESPONSE

CHECK	TOTAL:	0.00
DEPOSIT	TOTAL:	0.00
INTEREST	TOTAL:	0.00
MISCELLANEOUS	TOTAL:	4,148.54CR
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: 8/01/2020 THRU 8/31/2020  
 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	8/06/2020	MISC.	000001	OPTUM BANK, INC.	14.42CR	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000002	OPTUM BANK, INC.	20.00CR	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000003	Superior Vision of Texas	17.15CR	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000004	Superior Vision of Texas	5.88CR	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000005	Superior Vision of Texas	24.96CR	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000006	AMERICAN HERITAGE LIFE INSURAN	53.19CR	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000007	AMERICAN HERITAGE LIFE INSURAN	43.67CR	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000008	UNITEDHEALTHCARE INSURANCE COM	969.30CR	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000009	UNITEDHEALTHCARE INSURANCE COM	349.30CR	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000010	UNITEDHEALTHCARE INSURANCE COM	272.35CR	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000011	UNITEDHEALTHCARE INSURANCE COM	984.30CR	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000012	UNITEDHEALTHCARE INSURANCE COM	659.10CR	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000013	UNITEDHEALTHCARE INSURANCE COM	567.54CR	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000014	LINCOLN NATIONAL LIFE INSURANC	131.20CR	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000015	LINCOLN NATIONAL LIFE INSURANC	34.31CR	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000016	LINCOLN NATIONAL LIFE INSURANC	125.58CR	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000017	LINCOLN NATIONAL LIFE INSURANC	52.97CR	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000018	LINCOLN NATIONAL LIFE INSURANC	51.80CR	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000019	LINCOLN NATIONAL LIFE INSURANC	11.85CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000001	PO HOLDING LLC	12.88CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000002	OPTUM BANK, INC.	10.83CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000003	OPTUM BANK, INC.	15.79CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000004	DEER OAKS EAD SERVICES, LLC	12.37CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000005	Superior Vision of Texas	18.58CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000006	Superior Vision of Texas	4.74CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000007	Superior Vision of Texas	26.90CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000008	AMERICAN HERITAGE LIFE INSURAN	48.13CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000009	AMERICAN HERITAGE LIFE INSURAN	48.04CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000010	UNITEDHEALTHCARE INSURANCE COM	655.04CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000011	UNITEDHEALTHCARE INSURANCE COM	275.73CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000012	UNITEDHEALTHCARE INSURANCE COM	219.01CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000013	UNITEDHEALTHCARE INSURANCE COM	1,243.54CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000014	UNITEDHEALTHCARE INSURANCE COM	531.98CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000015	UNITEDHEALTHCARE INSURANCE COM	802.80CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000016	LINCOLN NATIONAL LIFE INSURANC	112.35CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000017	LINCOLN NATIONAL LIFE INSURANC	27.69CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000018	LINCOLN NATIONAL LIFE INSURANC	145.60CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000019	LINCOLN NATIONAL LIFE INSURANC	53.31CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000020	LINCOLN NATIONAL LIFE INSURANC	54.82CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000021	LINCOLN NATIONAL LIFE INSURANC	35.66CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000022	LINCOLN NATIONAL LIFE INSURANC	8.94CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000023	LINCOLN NATIONAL LIFE INSURANC	12.30CR	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: 8/01/2020 THRU 8/31/2020  
 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:				8,765.90CR
				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:				8,765.90CR
				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: 8/01/2020 THRU 8/31/2020  
 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	8/06/2020	MISC.	000001	PO HOLDING LLC	3.85CR	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000002	Superior Vision of Texas	6.86CR	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000003	Superior Vision of Texas	11.76CR	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000004	AMERICAN HERITAGE LIFE INSURAN	23.32CR	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000005	UNITEDHEALTHCARE INSURANCE COM	193.86CR	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000006	UNITEDHEALTHCARE INSURANCE COM	469.22CR	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000007	UNITEDHEALTHCARE INSURANCE COM	544.70CR	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000008	UNITEDHEALTHCARE INSURANCE COM	283.77CR	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000009	LINCOLN NATIONAL LIFE INSURANC	49.20CR	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000010	LINCOLN NATIONAL LIFE INSURANC	68.62CR	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000011	LINCOLN NATIONAL LIFE INSURANC	22.88CR	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000012	LINCOLN NATIONAL LIFE INSURANC	4.96CR	OUTSTND	A	0/00/0000
1-00-1000	8/06/2020	MISC.	000013	LINCOLN NATIONAL LIFE INSURANC	2.11CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000001	PO HOLDING LLC	3.27CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000002	DEER OAKS EAD SERVICES, LLC	4.17CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000003	Superior Vision of Texas	5.70CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000004	Superior Vision of Texas	9.50CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000005	AMERICAN HERITAGE LIFE INSURAN	19.08CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000006	UNITEDHEALTHCARE INSURANCE COM	164.56CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000007	UNITEDHEALTHCARE INSURANCE COM	375.81CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000008	UNITEDHEALTHCARE INSURANCE COM	442.53CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000009	UNITEDHEALTHCARE INSURANCE COM	232.20CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000010	LINCOLN NATIONAL LIFE INSURANC	39.79CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000011	LINCOLN NATIONAL LIFE INSURANC	57.20CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000012	LINCOLN NATIONAL LIFE INSURANC	18.75CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000013	LINCOLN NATIONAL LIFE INSURANC	4.04CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000014	LINCOLN NATIONAL LIFE INSURANC	12.03CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000015	LINCOLN NATIONAL LIFE INSURANC	2.41CR	OUTSTND	A	0/00/0000
1-00-1000	8/20/2020	MISC.	000016	LINCOLN NATIONAL LIFE INSURANC	1.72CR	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:	3,077.87CR
	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:	3,077.87CR
	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: 8/01/2020 THRU 8/31/2020  
 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	8/06/2020	BANK-DRAFT	000195	INTERNAL REVENUE SERVICE	38,975.32CR	OUTSTND	A	0/00/0000
1-00-1099	8/06/2020	BANK-DRAFT	000196	TEXAS CHILD SUPPORT	2,227.39CR	OUTSTND	A	0/00/0000
1-00-1099	8/06/2020	BANK-DRAFT	000197	State Disbursement Unit	398.00CR	OUTSTND	A	0/00/0000
1-00-1099	8/21/2020	BANK-DRAFT	000198	INTERNAL REVENUE SERVICE	46,195.71CR	OUTSTND	A	0/00/0000
1-00-1099	8/21/2020	BANK-DRAFT	000199	TEXAS CHILD SUPPORT	2,227.39CR	OUTSTND	A	0/00/0000
1-00-1099	8/21/2020	BANK-DRAFT	000200	State Disbursement Unit	398.00CR	OUTSTND	A	0/00/0000
CHECK:								
1-00-1099	8/06/2020	CHECK	120853	PAYROLL CHECK	3,593.84CR	OUTSTND	P	0/00/0000
1-00-1099	8/06/2020	CHECK	120854	PAYROLL CHECK	1,589.51CR	OUTSTND	P	0/00/0000
1-00-1099	8/06/2020	CHECK	120855	CENTURY 21 JUDGE FIT	59.82CR	OUTSTND	A	0/00/0000
1-00-1099	8/06/2020	CHECK	120856	C W SPARKS MANAGEMEN	77.82CR	OUTSTND	A	0/00/0000
1-00-1099	8/06/2020	CHECK	120857	VICKS, KIMBERLY	112.37CR	OUTSTND	A	0/00/0000
1-00-1099	8/06/2020	CHECK	120858	GREGORY, EDITH	1.43CR	OUTSTND	A	0/00/0000
1-00-1099	8/06/2020	CHECK	120859	SFR JV-1 2019 BORROW	52.09CR	OUTSTND	A	0/00/0000
1-00-1099	8/06/2020	CHECK	120860	JENKINS, LATRICIA	27.60CR	OUTSTND	A	0/00/0000
1-00-1099	8/06/2020	CHECK	120861	REI NATION	34.46CR	OUTSTND	A	0/00/0000
1-00-1099	8/06/2020	CHECK	120862	CURLEY, TAMIKA	53.24CR	OUTSTND	A	0/00/0000
1-00-1099	8/06/2020	CHECK	120863	SIGNATURE LEASIN & M	34.23CR	OUTSTND	A	0/00/0000
1-00-1099	8/06/2020	CHECK	120864	RUIZ, ROSALVA	75.67CR	OUTSTND	A	0/00/0000
1-00-1099	8/06/2020	CHECK	120865	LOWE, MICHAEL	70.08CR	OUTSTND	A	0/00/0000
1-00-1099	8/06/2020	CHECK	120866	WILLIAMS, ANTHONY	44.12CR	OUTSTND	A	0/00/0000
1-00-1099	8/06/2020	CHECK	120867	JUDGE, MOWESHA	85.54CR	OUTSTND	A	0/00/0000
1-00-1099	8/06/2020	CHECK	120868	WOOD, PHILIP C	77.82CR	OUTSTND	A	0/00/0000
1-00-1099	8/06/2020	CHECK	120869	LEDBETTER, GRACE	107.11CR	OUTSTND	A	0/00/0000
1-00-1099	8/06/2020	CHECK	120870	FARKAS, FRANK	83.60CR	OUTSTND	A	0/00/0000
1-00-1099	8/06/2020	CHECK	120871	JAMES, GLENN & SHARO	19.30CR	OUTSTND	A	0/00/0000
1-00-1099	8/06/2020	CHECK	120872	PURE REALTORS LLC	96.67CR	OUTSTND	A	0/00/0000
1-00-1099	8/06/2020	CHECK	120873	ENGLAND, MARK	119.68CR	OUTSTND	A	0/00/0000
1-00-1099	8/06/2020	CHECK	120874	DOKKO, JOON & CAROL	69.68CR	OUTSTND	A	0/00/0000
1-00-1099	8/06/2020	CHECK	120875	F RIVERA'S CONSTRUCT	35.92CR	OUTSTND	A	0/00/0000
1-00-1099	8/06/2020	CHECK	120876	MORAN, KATIE	89.41CR	OUTSTND	A	0/00/0000
1-00-1099	8/06/2020	CHECK	120877	DR HORTON	6.42CR	OUTSTND	A	0/00/0000
1-00-1099	8/06/2020	CHECK	120878	ICMA	1,204.74CR	OUTSTND	A	0/00/0000
1-00-1099	8/06/2020	CHECK	120879	KEITH'S ACE HARDWARE	27.99CR	OUTSTND	A	0/00/0000
1-00-1099	8/06/2020	CHECK	120880	HILCO ELECTRIC	7,278.28CR	OUTSTND	A	0/00/0000
1-00-1099	8/06/2020	CHECK	120881	TYLER TECHNOLOGIES	1,039.38CR	OUTSTND	A	0/00/0000
1-00-1099	8/06/2020	CHECK	120882	TXU ENERGY	10,990.94CR	OUTSTND	A	0/00/0000
1-00-1099	8/06/2020	CHECK	120883	BEST SOUTHWEST PARTNERSHIP	500.00CR	OUTSTND	A	0/00/0000
1-00-1099	8/06/2020	CHECK	120884	NEVILL FINANCIAL LEASING (CH)	2,757.40CR	OUTSTND	A	0/00/0000
1-00-1099	8/06/2020	CHECK	120885	FLEET SERVICES	195.30CR	OUTSTND	A	0/00/0000
1-00-1099	8/06/2020	CHECK	120886	TPX COMMUNICATIONS	5,974.26CR	OUTSTND	A	0/00/0000
1-00-1099	8/06/2020	CHECK	120887	J.T. HORN OIL CO., INC.	3,327.03CR	OUTSTND	A	0/00/0000
1-00-1099	8/06/2020	CHECK	120888	LUIS E. HERNANDEZ LLC	420.00CR	OUTSTND	A	0/00/0000

COMPANY: 999 - POOLED CASH FUND  
 ACCOUNT: 1-00-1099 POOLED CASH  
 TYPE: All  
 STATUS: All  
 FOLIO: All

CHECK DATE: 8/01/2020 THRU 8/31/2020  
 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	8/06/2020	CHECK	120889	T-MOBILE USA INC.	2,045.68CR	OUTSTND	A	0/00/0000
1-00-1099	8/10/2020	CHECK	120890	ONCOR ELECTRIC DLVR CO., LLC	14,199.23CR	OUTSTND	A	0/00/0000
1-00-1099	8/14/2020	CHECK	120891	KEITH'S ACE HARDWARE	447.04CR	OUTSTND	A	0/00/0000
1-00-1099	8/14/2020	CHECK	120892	AIR SUPPLY	203.00CR	OUTSTND	A	0/00/0000
1-00-1099	8/14/2020	CHECK	120893	BRITTON METER REPAIR	59.00CR	OUTSTND	A	0/00/0000
1-00-1099	8/14/2020	CHECK	120894	FOCUS DAILY NEWS	520.00CR	OUTSTND	A	0/00/0000
1-00-1099	8/14/2020	CHECK	120895	GALLS INCORPORATED	53.82CR	OUTSTND	A	0/00/0000
1-00-1099	8/14/2020	CHECK	120896	Home Depot Credit Services	330.04CR	OUTSTND	A	0/00/0000
1-00-1099	8/14/2020	CHECK	120897	MASSEY'S TIRES & WHEELS	380.00CR	OUTSTND	A	0/00/0000
1-00-1099	8/14/2020	CHECK	120898	O'REILLY AUTOMOTIVE, INC.	108.29CR	OUTSTND	A	0/00/0000
1-00-1099	8/14/2020	CHECK	120899	OFFICE DEPOT (ONLINE)	473.48CR	OUTSTND	A	0/00/0000
1-00-1099	8/14/2020	CHECK	120900	TML-IRP	140.00CR	OUTSTND	A	0/00/0000
1-00-1099	8/14/2020	CHECK	120901	INTERSTATE BILLING SERVICES	533.69CR	OUTSTND	A	0/00/0000
1-00-1099	8/14/2020	CHECK	120902	BOUND TREE MEDICAL, LLC.	432.25CR	OUTSTND	A	0/00/0000
1-00-1099	8/14/2020	CHECK	120903	FRANKLIN LEGAL PUBLISHING	395.00CR	OUTSTND	A	0/00/0000
1-00-1099	8/14/2020	CHECK	120904	CARLISLE CHEVROLET CADILLAC	63.99CR	OUTSTND	A	0/00/0000
1-00-1099	8/14/2020	CHECK	120905	MAC HAIK FORD	493.07CR	OUTSTND	A	0/00/0000
1-00-1099	8/14/2020	CHECK	120906	CHARTER BUSINESS COMMUNICATION	25.47CR	OUTSTND	A	0/00/0000
1-00-1099	8/14/2020	CHECK	120907	KYOCERA DOCUMENT SOLUTIONS AME	617.07CR	OUTSTND	A	0/00/0000
1-00-1099	8/14/2020	CHECK	120908	AT&T	69.65CR	OUTSTND	A	0/00/0000
1-00-1099	8/14/2020	CHECK	120909	LEGACY CONTRACTING, LP	2,275.92CR	OUTSTND	A	0/00/0000
1-00-1099	8/14/2020	CHECK	120910	CASS ROBERT CALLAWAY	2,000.00CR	OUTSTND	A	0/00/0000
1-00-1099	8/14/2020	CHECK	120911	ALLIANCE GEOTECHNICAL GROUP, I	820.00CR	OUTSTND	A	0/00/0000
1-00-1099	8/14/2020	CHECK	120912	JUAN C. LEAL	295.00CR	OUTSTND	A	0/00/0000
1-00-1099	8/14/2020	CHECK	120913	JOSEPH ROSAS	96.15CR	OUTSTND	A	0/00/0000
1-00-1099	8/20/2020	CHECK	120914	PAYROLL CHECK	3,593.84CR	OUTSTND	P	0/00/0000
1-00-1099	8/20/2020	CHECK	120915	PAYROLL CHECK	1,657.47CR	OUTSTND	P	0/00/0000
1-00-1099	8/20/2020	CHECK	120916	ATMOS ENERGY	104.18CR	OUTSTND	A	0/00/0000
1-00-1099	8/20/2020	CHECK	120917	AIR SUPPLY	40.75CR	OUTSTND	A	0/00/0000
1-00-1099	8/20/2020	CHECK	120918	BRITTON METER REPAIR	1,581.66CR	OUTSTND	A	0/00/0000
1-00-1099	8/20/2020	CHECK	120919	GRAINGER	1,150.50CR	OUTSTND	A	0/00/0000
1-00-1099	8/20/2020	CHECK	120920	IMPERATIVE INFORMATION GROUP,	220.00CR	OUTSTND	A	0/00/0000
1-00-1099	8/20/2020	CHECK	120921	TYLER TECHNOLOGIES	656.25CR	OUTSTND	A	0/00/0000
1-00-1099	8/20/2020	CHECK	120922	LANDMARK EQUIPMENT	231.15CR	OUTSTND	A	0/00/0000
1-00-1099	8/20/2020	CHECK	120923	MASSEY'S TIRES & WHEELS	329.00CR	OUTSTND	A	0/00/0000
1-00-1099	8/20/2020	CHECK	120924	NATIONAL ALL PRO QUICK LUBE	209.55CR	OUTSTND	A	0/00/0000
1-00-1099	8/20/2020	CHECK	120925	BLUETARP FINANCIAL, INC.	819.97CR	OUTSTND	A	0/00/0000
1-00-1099	8/20/2020	CHECK	120926	RENTAL ONE	77.70CR	OUTSTND	A	0/00/0000
1-00-1099	8/20/2020	CHECK	120927	WISEMAN HARDWARE, INC.	23.19CR	OUTSTND	A	0/00/0000
1-00-1099	8/20/2020	CHECK	120928	NORTH TEXAS SERVICE CENTER	350.00CR	OUTSTND	A	0/00/0000
1-00-1099	8/20/2020	CHECK	120929	INTERSTATE BILLING SERVICES	1,228.19CR	OUTSTND	A	0/00/0000
1-00-1099	8/20/2020	CHECK	120930	CHUCK FAIRBANKS CHEVROLET	3,495.38CR	OUTSTND	A	0/00/0000
1-00-1099	8/20/2020	CHECK	120931	BOUND TREE MEDICAL, LLC.	2,070.63CR	OUTSTND	A	0/00/0000
1-00-1099	8/20/2020	CHECK	120932	METRO FIRE APPARATUS SPECIALIS	1,614.44CR	OUTSTND	A	0/00/0000

COMPANY: 999 - POOLED CASH FUND  
 ACCOUNT: 1-00-1099 POOLED CASH  
 TYPE: All  
 STATUS: All  
 FOLIO: All

CHECK DATE: 8/01/2020 THRU 8/31/2020  
 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	8/20/2020	CHECK	120933	LEADERSHIP SOUTHWEST, INC.	50.00CR	OUTSTND	A	0/00/0000
1-00-1099	8/20/2020	CHECK	120934	PHILLIPS HEALTHCARE	1,568.70CR	OUTSTND	A	0/00/0000
1-00-1099	8/20/2020	CHECK	120935	PRIMARY HEALTH, INC d/b/a CARE	179.00CR	OUTSTND	A	0/00/0000
1-00-1099	8/20/2020	CHECK	120936	DALLAS CO. DEPT OF HEALTH & HU	47.83CR	OUTSTND	A	0/00/0000
1-00-1099	8/20/2020	CHECK	120937	MAC HAIK FORD	18,355.08CR	OUTSTND	A	0/00/0000
1-00-1099	8/20/2020	CHECK	120938	NICHOLS, JACKSON, DILLARD, HAG	6,651.80CR	OUTSTND	A	0/00/0000
1-00-1099	8/20/2020	CHECK	120939	AT&T TOLL FREE	119.76CR	OUTSTND	A	0/00/0000
1-00-1099	8/20/2020	CHECK	120940	BERRY COMPANIES, INC.	91.80CR	OUTSTND	A	0/00/0000
1-00-1099	8/20/2020	CHECK	120941	C & C REFRIGERATION INC.	183.00CR	OUTSTND	A	0/00/0000
1-00-1099	8/20/2020	CHECK	120942	TBI SOLUTIONS, LLC	1,630.00CR	OUTSTND	A	0/00/0000
1-00-1099	8/20/2020	CHECK	120943	MDLAB, LLC	1,300.00CR	OUTSTND	A	0/00/0000
1-00-1099	8/20/2020	CHECK	120944	ICMA	1,245.71CR	OUTSTND	A	0/00/0000
1-00-1099	8/28/2020	CHECK	120945	KEITH'S ACE HARDWARE	57.75CR	OUTSTND	A	0/00/0000
1-00-1099	8/28/2020	CHECK	120946	ATMOS ENERGY	53.26CR	OUTSTND	A	0/00/0000
1-00-1099	8/28/2020	CHECK	120947	BRITTON METER REPAIR	1,974.08CR	OUTSTND	A	0/00/0000
1-00-1099	8/28/2020	CHECK	120948	DALLAS WATER UTILITIES	125,040.59CR	OUTSTND	A	0/00/0000
1-00-1099	8/28/2020	CHECK	120949	HILCO ELECTRIC	7,283.90CR	OUTSTND	A	0/00/0000
1-00-1099	8/28/2020	CHECK	120950	Home Depot Credit Services	15.72CR	OUTSTND	A	0/00/0000
1-00-1099	8/28/2020	CHECK	120951	NATIONAL ALL PRO QUICK LUBE	83.40CR	OUTSTND	A	0/00/0000
1-00-1099	8/28/2020	CHECK	120952	O'REILLY AUTOMOTIVE, INC.	51.96CR	OUTSTND	A	0/00/0000
1-00-1099	8/28/2020	CHECK	120953	OFFICE DEPOT (ONLINE)	327.56CR	OUTSTND	A	0/00/0000
1-00-1099	8/28/2020	CHECK	120954	PITNEY BOWES GLOBAL FINANCIAL	187.11CR	OUTSTND	A	0/00/0000
1-00-1099	8/28/2020	CHECK	120955	ROADRUNNER TRAFFIC SUPPLY, INC	207.50CR	OUTSTND	A	0/00/0000
1-00-1099	8/28/2020	CHECK	120956	SAM'S CLUB	26.84CR	OUTSTND	A	0/00/0000
1-00-1099	8/28/2020	CHECK	120957	TEXAS MUNICIPAL	32,535.96CR	OUTSTND	A	0/00/0000
1-00-1099	8/28/2020	CHECK	120958	TRINITY RIVER AUTHORITY	238.00CR	OUTSTND	A	0/00/0000
1-00-1099	8/28/2020	CHECK	120959	WASTE MANAGEMENT DALLAS	70,361.59CR	OUTSTND	A	0/00/0000
1-00-1099	8/28/2020	CHECK	120960	JERRY W. MCCLUNG	786.00CR	OUTSTND	A	0/00/0000
1-00-1099	8/28/2020	CHECK	120961	CHUCK FAIRBANKS CHEVROLET	1,703.87CR	OUTSTND	A	0/00/0000
1-00-1099	8/28/2020	CHECK	120962	BOUND TREE MEDICAL, LLC.	125.10CR	OUTSTND	A	0/00/0000
1-00-1099	8/28/2020	CHECK	120963	AT&T	1,184.13CR	OUTSTND	A	0/00/0000
1-00-1099	8/28/2020	CHECK	120964	WILLIS EXTERMINATING CO.	750.00CR	OUTSTND	A	0/00/0000
1-00-1099	8/28/2020	CHECK	120965	MAC HAIK FORD	99.95CR	OUTSTND	A	0/00/0000
1-00-1099	8/28/2020	CHECK	120966	TPX COMMUNICATIONS	6,064.57CR	OUTSTND	A	0/00/0000
1-00-1099	8/28/2020	CHECK	120967	TEXAS MATERIALS GROUP, INC.	1,750.00CR	OUTSTND	A	0/00/0000
1-00-1099	8/28/2020	CHECK	120968	J.T. HORN OIL CO., INC.	2,898.52CR	OUTSTND	A	0/00/0000
1-00-1099	8/28/2020	CHECK	120969	ENVIRONMENTAL SYSTEMS RESEARCH	1,600.92CR	OUTSTND	A	0/00/0000
1-00-1099	8/28/2020	CHECK	120970	T-MOBILE USA INC.	2,087.65CR	OUTSTND	A	0/00/0000
1-00-1099	8/28/2020	CHECK	120971	CITI BANK	12,383.75CR	OUTSTND	A	0/00/0000
1-00-1099	8/28/2020	CHECK	120972	WEST NORTH TEXAS INSPECTION SE	10,175.00CR	OUTSTND	A	0/00/0000

DEPOSIT:								
1-00-1099	8/03/2020	DEPOSIT		ONLINE PAYMNT 8/03/2020	7.00	OUTSTND	C	0/00/0000
1-00-1099	8/03/2020	DEPOSIT	000001	CASH RECEIPTS	802.70	OUTSTND	M	0/00/0000

COMPANY: 999 - POOLED CASH FUND  
 ACCOUNT: 1-00-1099 POOLED CASH  
 TYPE: All  
 STATUS: All  
 FOLIO: All

CHECK DATE: 8/01/2020 THRU 8/31/2020  
 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	8/03/2020	DEPOSIT	000003	CREDIT CARDS 8/03/2020	50,622.43	OUTSTND	C	0/00/0000
1-00-1099	8/03/2020	DEPOSIT	000004	REGULAR DAILY DEP 8/03/2020	81,357.42	OUTSTND	C	0/00/0000
1-00-1099	8/03/2020	DEPOSIT	000005	CREDIT CARDS 8/03/2020	4,198.09	OUTSTND	C	0/00/0000
1-00-1099	8/03/2020	DEPOSIT	000006	REGULAR DAILY DEP 8/03/2020	14,215.15	OUTSTND	C	0/00/0000
1-00-1099	8/04/2020	DEPOSIT		ONLINE PAYMNT 8/04/2020	7.00	OUTSTND	C	0/00/0000
1-00-1099	8/04/2020	DEPOSIT	000001	CASH RECEIPTS	1,344.70	OUTSTND	M	0/00/0000
1-00-1099	8/04/2020	DEPOSIT	000002	ONLINE PAYMNT 8/04/2020	6,369.33	OUTSTND	C	0/00/0000
1-00-1099	8/04/2020	DEPOSIT	000003	CREDIT CARDS 8/04/2020	5,602.93	OUTSTND	C	0/00/0000
1-00-1099	8/04/2020	DEPOSIT	000004	REGULAR DAILY DEP 8/04/2020	9,141.12	OUTSTND	C	0/00/0000
1-00-1099	8/04/2020	DEPOSIT	000005	CREDIT CARDS 8/04/2020	515.00	OUTSTND	C	0/00/0000
1-00-1099	8/05/2020	DEPOSIT		REGULAR DAILY DEP 8/05/2020	309.00	OUTSTND	C	0/00/0000
1-00-1099	8/05/2020	DEPOSIT	000001	ONLINE PAYMNT 8/05/2020	7,907.21	OUTSTND	C	0/00/0000
1-00-1099	8/05/2020	DEPOSIT	000002	CREDIT CARDS 8/05/2020	4,018.84	OUTSTND	C	0/00/0000
1-00-1099	8/05/2020	DEPOSIT	000003	REGULAR DAILY DEP 8/05/2020	5,775.22	OUTSTND	C	0/00/0000
1-00-1099	8/05/2020	DEPOSIT	000004	CASH RECEIPTS	512.00	OUTSTND	M	0/00/0000
1-00-1099	8/06/2020	DEPOSIT		CREDIT CARDS 8/06/2020	1,523.19	OUTSTND	C	0/00/0000
1-00-1099	8/06/2020	DEPOSIT	000001	ONLINE PAYMNT 8/06/2020	7.00	OUTSTND	C	0/00/0000
1-00-1099	8/06/2020	DEPOSIT	000002	CASH RECEIPTS	1,027.80	OUTSTND	M	0/00/0000
1-00-1099	8/06/2020	DEPOSIT	000003	CREDIT CARDS 8/06/2020	3,737.75	OUTSTND	C	0/00/0000
1-00-1099	8/06/2020	DEPOSIT	000004	REGULAR DAILY DEP 8/06/2020	11,556.63	OUTSTND	C	0/00/0000
1-00-1099	8/06/2020	DEPOSIT	000005	ONLINE PAYMNT 8/06/2020	7,151.56	OUTSTND	C	0/00/0000
1-00-1099	8/06/2020	DEPOSIT	000006	CREDIT CARDS 8/06/2020	2,988.73	OUTSTND	C	0/00/0000
1-00-1099	8/06/2020	DEPOSIT	000007	REGULAR DAILY DEP 8/06/2020	101.00	OUTSTND	C	0/00/0000
1-00-1099	8/06/2020	DEPOSIT	000008	DAILY PAYMENT POSTING - ADJ	200.00CR	OUTSTND	U	0/00/0000
1-00-1099	8/07/2020	DEPOSIT		CREDIT CARDS 8/07/2020	1,317.70	OUTSTND	C	0/00/0000
1-00-1099	8/07/2020	DEPOSIT	000001	REGULAR DAILY DEP 8/07/2020	23,875.41	OUTSTND	C	0/00/0000
1-00-1099	8/07/2020	DEPOSIT	000002	ONLINE PAYMNT 8/07/2020	13,923.87	OUTSTND	C	0/00/0000
1-00-1099	8/07/2020	DEPOSIT	000003	CREDIT CARDS 8/07/2020	5,953.09	OUTSTND	C	0/00/0000
1-00-1099	8/07/2020	DEPOSIT	000004	REGULAR DAILY DEP 8/07/2020	15,749.89	OUTSTND	C	0/00/0000
1-00-1099	8/10/2020	DEPOSIT		ONLINE PAYMNT 8/10/2020	10.50	OUTSTND	C	0/00/0000
1-00-1099	8/10/2020	DEPOSIT	000001	CASH RECEIPTS	2,584.50	OUTSTND	M	0/00/0000
1-00-1099	8/10/2020	DEPOSIT	000002	CASH RECEIPTS	202.00	OUTSTND	M	0/00/0000
1-00-1099	8/10/2020	DEPOSIT	000003	ONLINE PAYMNT 8/10/2020	18,698.51	OUTSTND	C	0/00/0000
1-00-1099	8/10/2020	DEPOSIT	000004	CREDIT CARDS 8/10/2020	3,842.64	OUTSTND	C	0/00/0000
1-00-1099	8/10/2020	DEPOSIT	000005	REGULAR DAILY DEP 8/10/2020	17,593.97	OUTSTND	C	0/00/0000
1-00-1099	8/10/2020	DEPOSIT	000006	CREDIT CARDS 8/10/2020	1,118.69	OUTSTND	C	0/00/0000
1-00-1099	8/10/2020	DEPOSIT	000007	REGULAR DAILY DEP 8/10/2020	2,468.06	OUTSTND	C	0/00/0000
1-00-1099	8/11/2020	DEPOSIT		ONLINE PAYMNT 8/11/2020	17.50	OUTSTND	C	0/00/0000
1-00-1099	8/11/2020	DEPOSIT	000001	CREDIT CARDS 8/11/2020	910.00	OUTSTND	C	0/00/0000
1-00-1099	8/11/2020	DEPOSIT	000002	REGULAR DAILY DEP 8/11/2020	39,056.82	OUTSTND	C	0/00/0000
1-00-1099	8/11/2020	DEPOSIT	000003	CASH RECEIPTS	2,660.80	OUTSTND	M	0/00/0000
1-00-1099	8/11/2020	DEPOSIT	000004	ONLINE PAYMNT 8/11/2020	8,731.07	OUTSTND	C	0/00/0000
1-00-1099	8/11/2020	DEPOSIT	000005	CREDIT CARDS 8/11/2020	1,304.11	OUTSTND	C	0/00/0000

COMPANY: 999 - POOLED CASH FUND  
 ACCOUNT: 1-00-1099 POOLED CASH  
 TYPE: All  
 STATUS: All  
 FOLIO: All

CHECK DATE: 8/01/2020 THRU 8/31/2020  
 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	8/11/2020	DEPOSIT	000006	REGULAR DAILY DEP 8/11/2020	30,049.76	OUTSTND	C	0/00/0000
1-00-1099	8/11/2020	DEPOSIT	000007	CREDIT CARDS 8/11/2020	2,152.37	OUTSTND	C	0/00/0000
1-00-1099	8/11/2020	DEPOSIT	000008	REGULAR DAILY DEP 8/11/2020	5,283.55	OUTSTND	C	0/00/0000
1-00-1099	8/11/2020	DEPOSIT	000009	OPTUM-DISCOVERY PPE 08.06.2020	1,356.84CR	OUTSTND	G	0/00/0000
1-00-1099	8/12/2020	DEPOSIT		ONLINE PAYMNT 8/12/2020	3.50	OUTSTND	C	0/00/0000
1-00-1099	8/12/2020	DEPOSIT	000001	CASH RECEIPTS	911.80	OUTSTND	M	0/00/0000
1-00-1099	8/12/2020	DEPOSIT	000002	ONLINE PAYMNT 8/12/2020	8,223.44	OUTSTND	C	0/00/0000
1-00-1099	8/12/2020	DEPOSIT	000003	CREDIT CARDS 8/12/2020	1,679.30	OUTSTND	C	0/00/0000
1-00-1099	8/12/2020	DEPOSIT	000004	REGULAR DAILY DEP 8/12/2020	15,561.33	OUTSTND	C	0/00/0000
1-00-1099	8/12/2020	DEPOSIT	000005	CREDIT CARDS 8/12/2020	3,513.34	OUTSTND	C	0/00/0000
1-00-1099	8/12/2020	DEPOSIT	000006	REGULAR DAILY DEP 8/12/2020	7,668.02	OUTSTND	C	0/00/0000
1-00-1099	8/12/2020	DEPOSIT	000007	DAILY PAYMENT POSTING - ADJ	100.00CR	OUTSTND	U	0/00/0000
1-00-1099	8/12/2020	DEPOSIT	000008	UTILITY DEPOSITS RECEIVED	100.00	OUTSTND	U	0/00/0000
1-00-1099	8/12/2020	DEPOSIT	000009	DAILY PAYMENT POSTING - ADJ	282.10CR	OUTSTND	U	0/00/0000
1-00-1099	8/13/2020	DEPOSIT		DAILY PAYMENT POSTING - ADJ	127.21CR	OUTSTND	U	0/00/0000
1-00-1099	8/13/2020	DEPOSIT	000001	CASH RECEIPTS	1,070.90	OUTSTND	M	0/00/0000
1-00-1099	8/13/2020	DEPOSIT	000002	CREDIT CARDS 8/13/2020	1,467.20	OUTSTND	C	0/00/0000
1-00-1099	8/13/2020	DEPOSIT	000003	REGULAR DAILY DEP 8/13/2020	46,778.31	OUTSTND	C	0/00/0000
1-00-1099	8/13/2020	DEPOSIT	000004	ONLINE PAYMNT 8/13/2020	11,140.63	OUTSTND	C	0/00/0000
1-00-1099	8/13/2020	DEPOSIT	000005	CREDIT CARDS 8/13/2020	5,047.32	OUTSTND	C	0/00/0000
1-00-1099	8/13/2020	DEPOSIT	000006	REGULAR DAILY DEP 8/13/2020	4,592.94	OUTSTND	C	0/00/0000
1-00-1099	8/13/2020	DEPOSIT	000007	CREDIT CARDS 8/13/2020	2,854.70	OUTSTND	C	0/00/0000
1-00-1099	8/13/2020	DEPOSIT	000008	REGULAR DAILY DEP 8/13/2020	13,412.27	OUTSTND	C	0/00/0000
1-00-1099	8/14/2020	DEPOSIT		CREDIT CARDS 8/14/2020	944.50	OUTSTND	C	0/00/0000
1-00-1099	8/14/2020	DEPOSIT	000001	REGULAR DAILY DEP 8/14/2020	75,149.29	OUTSTND	C	0/00/0000
1-00-1099	8/14/2020	DEPOSIT	000002	CASH RECEIPTS	2,151.80	OUTSTND	M	0/00/0000
1-00-1099	8/14/2020	DEPOSIT	000003	CREDIT CARDS 8/14/2020	1,827.39	OUTSTND	C	0/00/0000
1-00-1099	8/14/2020	DEPOSIT	000004	REGULAR DAILY DEP 8/14/2020	58,125.89	OUTSTND	C	0/00/0000
1-00-1099	8/14/2020	DEPOSIT	000005	ONLINE PAYMNT 8/14/2020	32,446.09	OUTSTND	C	0/00/0000
1-00-1099	8/14/2020	DEPOSIT	000006	CREDIT CARDS 8/14/2020	11,496.28	OUTSTND	C	0/00/0000
1-00-1099	8/14/2020	DEPOSIT	000007	REGULAR DAILY DEP 8/14/2020	7,266.95	OUTSTND	C	0/00/0000
1-00-1099	8/14/2020	DEPOSIT	000008	CREDIT CARDS 8/14/2020	7,058.96	OUTSTND	C	0/00/0000
1-00-1099	8/14/2020	DEPOSIT	000009	REGULAR DAILY DEP 8/14/2020	8,203.57	OUTSTND	C	0/00/0000
1-00-1099	8/17/2020	DEPOSIT		DRAFT POSTING	30,762.80	OUTSTND	U	0/00/0000
1-00-1099	8/17/2020	DEPOSIT	000001	CC DRAFT POSTING	25,557.21	OUTSTND	U	0/00/0000
1-00-1099	8/17/2020	DEPOSIT	000002	ONLINE PAYMNT 8/17/2020	3.50	OUTSTND	C	0/00/0000
1-00-1099	8/17/2020	DEPOSIT	000003	ONLINE PAYMNT 8/17/2020	7.00	OUTSTND	C	0/00/0000
1-00-1099	8/17/2020	DEPOSIT	000004	CASH RECEIPTS	2,287.70	OUTSTND	M	0/00/0000
1-00-1099	8/17/2020	DEPOSIT	000005	CREDIT CARDS 8/17/2020	8,055.81	OUTSTND	C	0/00/0000
1-00-1099	8/17/2020	DEPOSIT	000006	ONLINE PAYMNT 8/17/2020	53,120.84	OUTSTND	C	0/00/0000
1-00-1099	8/17/2020	DEPOSIT	000007	CREDIT CARDS 8/17/2020	1,911.32	OUTSTND	C	0/00/0000
1-00-1099	8/17/2020	DEPOSIT	000008	REGULAR DAILY DEP 8/17/2020	45,243.39	OUTSTND	C	0/00/0000
1-00-1099	8/17/2020	DEPOSIT	000009	DAILY PAYMENT POSTING - ADJ	100.00CR	OUTSTND	U	0/00/0000
1-00-1099	8/18/2020	DEPOSIT		CREDIT CARDS 8/18/2020	797.59	OUTSTND	C	0/00/0000

COMPANY: 999 - POOLED CASH FUND  
ACCOUNT: 1-00-1099 POOLED CASH  
TYPE: All  
STATUS: All  
FOLIO: All

CHECK DATE: 8/01/2020 THRU 8/31/2020  
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	8/18/2020	DEPOSIT	000001	REGULAR DAILY DEP 8/18/2020	46,978.43	OUTSTND	C	0/00/0000
1-00-1099	8/18/2020	DEPOSIT	000002	REGULAR DAILY DEP 8/18/2020	200.00	OUTSTND	C	0/00/0000
1-00-1099	8/18/2020	DEPOSIT	000003	ONLINE PAYMNT 8/18/2020	7.00	OUTSTND	C	0/00/0000
1-00-1099	8/18/2020	DEPOSIT	000004	CASH RECEIPTS	2,681.20	OUTSTND	M	0/00/0000
1-00-1099	8/18/2020	DEPOSIT	000005	ONLINE PAYMNT 8/18/2020	6,207.24	OUTSTND	C	0/00/0000
1-00-1099	8/18/2020	DEPOSIT	000006	CREDIT CARDS 8/18/2020	1,500.40	OUTSTND	C	0/00/0000
1-00-1099	8/18/2020	DEPOSIT	000007	REGULAR DAILY DEP 8/18/2020	111,119.07	OUTSTND	C	0/00/0000
1-00-1099	8/18/2020	DEPOSIT	000008	CREDIT CARDS 8/18/2020	2,931.14	OUTSTND	C	0/00/0000
1-00-1099	8/18/2020	DEPOSIT	000009	REGULAR DAILY DEP 8/18/2020	15,136.91	OUTSTND	C	0/00/0000
1-00-1099	8/19/2020	DEPOSIT		CASH RECEIPTS	1,038.80	OUTSTND	M	0/00/0000
1-00-1099	8/19/2020	DEPOSIT	000001	CASH RECEIPTS	266.00	OUTSTND	M	0/00/0000
1-00-1099	8/19/2020	DEPOSIT	000002	CREDIT CARDS 8/19/2020	1,297.54	OUTSTND	C	0/00/0000
1-00-1099	8/19/2020	DEPOSIT	000003	REGULAR DAILY DEP 8/19/2020	3,186.34	OUTSTND	C	0/00/0000
1-00-1099	8/19/2020	DEPOSIT	000004	CREDIT CARDS 8/19/2020	473.80	OUTSTND	C	0/00/0000
1-00-1099	8/19/2020	DEPOSIT	000005	REGULAR DAILY DEP 8/19/2020	55,416.88	OUTSTND	C	0/00/0000
1-00-1099	8/19/2020	DEPOSIT	000006	ONLINE PAYMNT 8/19/2020	2,890.22	OUTSTND	C	0/00/0000
1-00-1099	8/19/2020	DEPOSIT	000007	CREDIT CARDS 8/19/2020	794.72	OUTSTND	C	0/00/0000
1-00-1099	8/19/2020	DEPOSIT	000008	REGULAR DAILY DEP 8/19/2020	14,388.19	OUTSTND	C	0/00/0000
1-00-1099	8/19/2020	DEPOSIT	000009	ONLINE PAYMNT 8/19/2020	3.50	OUTSTND	C	0/00/0000
1-00-1099	8/20/2020	DEPOSIT		REGULAR DAILY DEP 8/20/2020	648.00	OUTSTND	C	0/00/0000
1-00-1099	8/20/2020	DEPOSIT	000001	CREDIT CARDS 8/20/2020	1,053.37	OUTSTND	C	0/00/0000
1-00-1099	8/20/2020	DEPOSIT	000002	REGULAR DAILY DEP 8/20/2020	9,996.72	OUTSTND	C	0/00/0000
1-00-1099	8/20/2020	DEPOSIT	000003	CREDIT CARDS 8/20/2020	2,511.52	OUTSTND	C	0/00/0000
1-00-1099	8/20/2020	DEPOSIT	000004	REGULAR DAILY DEP 8/20/2020	2,115.85	OUTSTND	C	0/00/0000
1-00-1099	8/20/2020	DEPOSIT	000005	CREDIT CARDS 8/20/2020	1,076.36	OUTSTND	C	0/00/0000
1-00-1099	8/20/2020	DEPOSIT	000006	REGULAR DAILY DEP 8/20/2020	14,344.80	OUTSTND	C	0/00/0000
1-00-1099	8/20/2020	DEPOSIT	000007	ONLINE PAYMNT 8/20/2020	4,140.28	OUTSTND	C	0/00/0000
1-00-1099	8/20/2020	DEPOSIT	000008	DISCOVERY-OPTUM PPE 08-16.2020	1,606.83CR	OUTSTND	G	0/00/0000
1-00-1099	8/21/2020	DEPOSIT		ONLINE PAYMNT 8/21/2020	14.00	OUTSTND	C	0/00/0000
1-00-1099	8/21/2020	DEPOSIT	000001	CASH RECEIPTS	2,385.10	OUTSTND	M	0/00/0000
1-00-1099	8/21/2020	DEPOSIT	000002	CREDIT CARDS 8/21/2020	2,882.66	OUTSTND	C	0/00/0000
1-00-1099	8/21/2020	DEPOSIT	000003	REGULAR DAILY DEP 8/21/2020	727.59	OUTSTND	C	0/00/0000
1-00-1099	8/21/2020	DEPOSIT	000004	ONLINE PAYMNT 8/21/2020	3,309.93	OUTSTND	C	0/00/0000
1-00-1099	8/21/2020	DEPOSIT	000005	CREDIT CARDS 8/21/2020	954.28	OUTSTND	C	0/00/0000
1-00-1099	8/24/2020	DEPOSIT		ONLINE PAYMNT 8/24/2020	7.00	OUTSTND	C	0/00/0000
1-00-1099	8/24/2020	DEPOSIT	000001	CASH RECEIPTS	622.90	OUTSTND	M	0/00/0000
1-00-1099	8/24/2020	DEPOSIT	000002	CREDIT CARDS 8/24/2020	1,256.60	OUTSTND	C	0/00/0000
1-00-1099	8/24/2020	DEPOSIT	000003	ONLINE PAYMNT 8/24/2020	7,243.69	OUTSTND	C	0/00/0000
1-00-1099	8/24/2020	DEPOSIT	000004	CREDIT CARDS 8/24/2020	3,978.27	OUTSTND	C	0/00/0000
1-00-1099	8/24/2020	DEPOSIT	000005	REGULAR DAILY DEP 8/24/2020	3,422.40	OUTSTND	C	0/00/0000
1-00-1099	8/24/2020	DEPOSIT	000006	CREDIT CARDS 8/24/2020	657.03	OUTSTND	C	0/00/0000
1-00-1099	8/24/2020	DEPOSIT	000007	REGULAR DAILY DEP 8/24/2020	7,072.36	OUTSTND	C	0/00/0000
1-00-1099	8/24/2020	DEPOSIT	000008	DAILY PAYMENT POSTING	81.02	OUTSTND	U	0/00/0000
1-00-1099	8/25/2020	DEPOSIT		ONLINE PAYMNT 8/25/2020	3,615.45	OUTSTND	C	0/00/0000

COMPANY: 999 - POOLED CASH FUND  
 ACCOUNT: 1-00-1099 POOLED CASH  
 TYPE: All  
 STATUS: All  
 FOLIO: All

CHECK DATE: 8/01/2020 THRU 8/31/2020  
 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
<b>DEPOSIT:</b>								
1-00-1099	8/25/2020	DEPOSIT	000001	CREDIT CARDS 8/25/2020	1,410.47	OUTSTND	C	0/00/0000
1-00-1099	8/25/2020	DEPOSIT	000002	REGULAR DAILY DEP 8/25/2020	573.14	OUTSTND	C	0/00/0000
1-00-1099	8/26/2020	DEPOSIT		ONLINE PAYMNT 8/26/2020	10.50	OUTSTND	C	0/00/0000
1-00-1099	8/26/2020	DEPOSIT	000001	CASH RECEIPTS	1,422.60	OUTSTND	M	0/00/0000
1-00-1099	8/26/2020	DEPOSIT	000002	CREDIT CARDS 8/26/2020	18,749.63	OUTSTND	C	0/00/0000
1-00-1099	8/26/2020	DEPOSIT	000003	REGULAR DAILY DEP 8/26/2020	600.00	OUTSTND	C	0/00/0000
1-00-1099	8/26/2020	DEPOSIT	000004	ONLINE PAYMNT 8/26/2020	4,526.75	OUTSTND	C	0/00/0000
1-00-1099	8/26/2020	DEPOSIT	000005	CREDIT CARDS 8/26/2020	549.97	OUTSTND	C	0/00/0000
1-00-1099	8/26/2020	DEPOSIT	000006	CREDIT CARDS 8/26/2020	3,500.54	OUTSTND	C	0/00/0000
1-00-1099	8/26/2020	DEPOSIT	000007	REGULAR DAILY DEP 8/26/2020	2,750.02	OUTSTND	C	0/00/0000
1-00-1099	8/27/2020	DEPOSIT		ONLINE PAYMNT 8/27/2020	7.00	OUTSTND	C	0/00/0000
1-00-1099	8/27/2020	DEPOSIT	000001	CASH RECEIPTS	1,058.90	OUTSTND	M	0/00/0000
1-00-1099	8/27/2020	DEPOSIT	000002	CREDIT CARDS 8/27/2020	10,048.59	OUTSTND	C	0/00/0000
1-00-1099	8/27/2020	DEPOSIT	000003	REGULAR DAILY DEP 8/27/2020	158,989.81	OUTSTND	C	0/00/0000
1-00-1099	8/27/2020	DEPOSIT	000004	CREDIT CARDS 8/27/2020	966.34	OUTSTND	C	0/00/0000
1-00-1099	8/27/2020	DEPOSIT	000005	REGULAR DAILY DEP 8/27/2020	749.47	OUTSTND	C	0/00/0000
1-00-1099	8/27/2020	DEPOSIT	000006	ONLINE PAYMNT 8/27/2020	12,062.14	OUTSTND	C	0/00/0000
1-00-1099	8/27/2020	DEPOSIT	000007	CREDIT CARDS 8/27/2020	614.50	OUTSTND	C	0/00/0000
1-00-1099	8/27/2020	DEPOSIT	000008	REGULAR DAILY DEP 8/27/2020	1,300.00	OUTSTND	C	0/00/0000
1-00-1099	8/28/2020	DEPOSIT		BENEFITS TRANSFER SEPT.&AUG.20	57,401.89CR	OUTSTND	G	0/00/0000
1-00-1099	8/28/2020	DEPOSIT	000001	ONLINE PAYMNT 8/28/2020	9,816.94	OUTSTND	C	0/00/0000
1-00-1099	8/28/2020	DEPOSIT	000002	CREDIT CARDS 8/28/2020	798.95	OUTSTND	C	0/00/0000
1-00-1099	8/28/2020	DEPOSIT	000003	REGULAR DAILY DEP 8/28/2020	3,743.32	OUTSTND	C	0/00/0000
1-00-1099	8/28/2020	DEPOSIT	000004	CREDIT CARDS 8/28/2020	1,673.97	OUTSTND	C	0/00/0000
1-00-1099	8/28/2020	DEPOSIT	000005	REGULAR DAILY DEP 8/28/2020	1,576.19	OUTSTND	C	0/00/0000
1-00-1099	8/31/2020	DEPOSIT		ONLINE PAYMNT 8/31/2020	24.50	OUTSTND	C	0/00/0000
1-00-1099	8/31/2020	DEPOSIT	000001	CASH RECEIPTS	3,134.60	OUTSTND	M	0/00/0000
1-00-1099	8/31/2020	DEPOSIT	000002	ONLINE PAYMNT 8/31/2020	13,159.45	OUTSTND	C	0/00/0000
1-00-1099	8/31/2020	DEPOSIT	000003	CREDIT CARDS 8/31/2020	1,365.00	OUTSTND	C	0/00/0000
1-00-1099	8/31/2020	DEPOSIT	000004	REGULAR DAILY DEP 8/31/2020	453.21	OUTSTND	C	0/00/0000
1-00-1099	8/31/2020	DEPOSIT	000005	CREDIT CARDS 8/31/2020	3,997.75	OUTSTND	C	0/00/0000
1-00-1099	8/31/2020	DEPOSIT	000006	REGULAR DAILY DEP 8/31/2020	6,357.14	OUTSTND	C	0/00/0000
1-00-1099	8/31/2020	DEPOSIT	000007	CASH RECEIPTS	172.00	OUTSTND	M	0/00/0000

<b>MISCELLANEOUS:</b>								
1-00-1099	8/06/2020	MISC.		PAYROLL DIRECT DEPOSIT	114,072.94CR	OUTSTND	P	0/00/0000
1-00-1099	8/20/2020	MISC.		PAYROLL DIRECT DEPOSIT	130,465.12CR	OUTSTND	P	0/00/0000

TOTALS FOR ACCOUNT 1-00-109		CHECK	TOTAL:	398,340.80CR
		DEPOSIT	TOTAL:	1,485,113.99
		INTEREST	TOTAL:	0.00
		MISCELLANEOUS	TOTAL:	244,538.06CR
		SERVICE CHARGE	TOTAL:	0.00
		EFT	TOTAL:	0.00
		BANK-DRAFT	TOTAL:	90,421.81CR

COMPANY: 999 - POOLED CASH FUND  
 ACCOUNT: 1-00-1099 POOLED CASH  
 TYPE: All  
 STATUS: All  
 FOLIO: All

CHECK DATE: 8/01/2020 THRU 8/31/2020  
 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 POOLED CASH FUND	CHECK	TOTAL:	398,340.80CR
	DEPOSIT	TOTAL:	1,485,113.99
	INTEREST	TOTAL:	0.00
	MISCELLANEOUS	TOTAL:	244,538.06CR
	SERVICE CHARGE	TOTAL:	0.00
	EFT	TOTAL:	0.00
	BANK-DRAFT	TOTAL:	90,421.81CR

# CITY OF GLENN HEIGHTS

## AUGUST 2020 OVERTIME REPORT

### FIRE

EMP NO#	----- NAME -----	HOURS	AMOUNT
01-XXXX	DRIVER/EMT	4	129.98
01-XXXX	FIREFIGHTER/PARAMEDIC	28	872.76
01-XXXX	DRIVER/PARAMEDIC	76	2,449.10
01-XXXX	FIRE FIGHTER EMT	100	2,665.10
01-XXXX	FIRE CAPTAIN	30	1,091.40
01-XXXX	FIREFIGHTER/PARAMEDIC	28	791.53
01-XXXX	FIREFIGHTER/PARAMEDIC	4	120.26
01-XXXX	FIREFIGHTER/PARAMEDIC	28	790.16
01-XXXX	FIRE FIGHTER/EMT	52	1,555.01
*** DEPARTMENT TOTALS ***		350	10,465.30

\*\*\*BUILT IN, COVERAGE FOR STAFF ON VACATION AND HELD OVER FOR MEETING.

### POLICE

EMP NO#	----- NAME -----	HOURS	AMOUNT
01-XXXX	POLICE SERGEANT	45	2,319.08
01-XXXX	POLICE OFFICER	10	433.09
01-XXXX	POLICE OFFICER	16	597.41
01-XXXX	COMMUNICATIONS OFFICER	8	209.4
01-XXXX	POLICE OFFICER	1.75	68.37
01-XXXX	POLICE OFFICER	2	72.81
01-XXXX	ANIMAL CONTROL OFFICER	12	350.47
01-XXXX	COMMUNICATIONS OFFICER	18.5	518.41
01-XXXX	POLICE OFFICER	10.5	383.24
01-XXXX	POLICE OFFICER	6	229.48
01-XXXX	POLICE OFFICER II	2	72.6
01-XXXX	POLICE SERGEANT	14	697.31
*** DEPARTMENT TOTALS ***		145.75	5,951.67

\*\*\*LATE CALLS, REPORTS, AND ARRESTS; COVERAGE FOR PATROL DUE TO FOUR VACANCIES; COVERAGE FOR VACATION, SICK LEAVE, AND SPECIALIZED TRAINING FOR SERGEANT BENSON.

### STREETS

EMP NO#	----- NAME -----	HOURS	AMOUNT
01-XXXX	UTILITY WORKER III	8.5	256.1
01-XXXX	GROUNDKEEPER	5.5	140.46
*** DEPARTMENT TOTALS ***		14	396.56

\*\*\*HCP PROJECT PAVING, WELL READS, AND SETUP AND TAKE DOWN FOR BACK TO SCHOOL EVENT.

### UTILITY ADMINISTRATION

EMP NO#	----- NAME -----	HOURS	AMOUNT
01-XXXX	UTILITY BILLING SUPERVISOR	1.5	50.29
*** DEPARTMENT TOTALS ***		1.5	50.29

\*\*\*COMING TO CITY HALL ON DUE DATE TO PULL DROP BOX.

### METER SERVICES

EMP NO#	----- NAME -----	HOURS	AMOUNT
01-XXXX	METER READER/UTILITY WORKER I	2	44.97
01-XXXX	METER READER	10	251.1
*** DEPARTMENT TOTALS ***		12	296.07

\*\*\*CITYWIDE CUT-OFFS, CITYWIDE SEWER BACKUPS, WATER LEAKS, LOW WATER PRESSURE AND ISSUE WITH MAIN GATE OPENER.

### WATER OPERATIONS

EMP NO#	----- NAME -----	HOURS	AMOUNT
01-XXXX	UTILITY WORKER III	6	170.73

01-XXXX	INTERIM UTILITIES SUPERINTENDANT	5	172.5
	*** DEPARTMENT TOTALS ***	11	343.23

\*\*\*WATER BREAKS AT SERVICE LINE, WELL READS, AND NW PUMP STATION ISSUES.

### WASTEWATER OPERATIONS

EMP NO#	----- NAME -----	HOURS	AMOUNT
01-XXXX	UTILITY WORKER I	1	26.9
01-XXXX	UTILITY WORKER III	18	520.26
	*** DEPARTMENT TOTALS ***	19	547.16

\*\*\*HCP PROJECT PAVING, WATER BREAK, AND WELL READS.

### STORMWATER

EMP NO#	----- NAME -----	HOURS	AMOUNT
01-XXXX	GRUNDSKEEPER	5.5	147.97
01-XXXX	UTILITY WORKER I	14.5	416.05
	*** DEPARTMENT TOTALS ***	20	564.02

\*\*\*SETUP AND TAKE DOWN FOR BACK TO SCHOOL EVENT, SCADA ISSUES AT KINGSTON LIFT STATION AND HCP PROJECT PAVING.

*** REPORT TOTALS ***	573.25	18,614.30
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**RESOLUTION NO. R-38-20**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, ACCEPTING THE RESIGNATION OF COUNCIL MEMBER JEREMY WOODS, SR., PLACE 3, AND DECLARING A VACANCY IN THE OFFICE OF COUNCIL MEMBER PLACE 3 OF THE CITY OF GLENN HEIGHTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on October 1, 2020, Jeremy Woods, Sr., Council Member Place 3, has submitted his resignation to the City Council of the City of Glenn Heights, to be effective immediately; and

**WHEREAS**, the Texas Election Code section 201.023 provides that a vacancy occurs on the date that the resignation is accepted by the City Council or on the eighth day after the date of its receipt by the City Council, whichever is earlier;

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

**SECTION 1.** The above recitals are incorporated herein for all purposes.

**SECTION 2.** The City Council for the City of Glenn Heights hereby accepts the resignation of Jeremy Woods, Sr. from the office of City Council Member Place 3, and hereby declares a vacancy in the Office of Council Member Place 3 of the City Council of the City of Glenn Heights, Texas to be filled in accordance with the City of Glenn Heights Home Rule Charter section 2.05, the Texas Constitution Article XI, Section 11, and the Texas Election Code.

**SECTION 3.** This Resolution shall become effective immediately upon its passage.

**READ, CONSIDERED, PASSED AND ADOPTED** by the City Council for the City of Glenn Heights at a meeting on the 6<sup>th</sup> day of October 2020, at which a quorum was present, and for which due notice was given.

**APPROVED:**

\_\_\_\_\_  
Harry A. Garrett, Mayor

**ATTEST:**

\_\_\_\_\_  
Brandi Brown, City Secretary

**APPROVED AS TO FORM:**

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Victoria W. Thomas, City Attorney  
(100220vwtTM118348)

