



**AGENDA
CITY OF ALLEN
CITY COUNCIL REGULAR MEETING
JANUARY 12, 2021 - 7:00 PM
CITY COUNCIL CHAMBERS
ALLEN CITY HALL
305 CENTURY PARKWAY
ALLEN, TX 75013**

Call to Order and Announce a Quorum is Present.

Pledge of Allegiance.

Public Recognition.

1. Citizen's Comments.

[The City Council invites citizens to speak to the Council on any topic not on the agenda or not already scheduled for Public Hearing. Prior to the meeting, please complete a "Public Meeting Appearance Card" and present it to the City Secretary. The time limit is three minutes per speaker, not to exceed a total of fifteen minutes for all speakers.]

Consent Agenda.

[Routine Council business. Consent Agenda is approved by a single majority vote. Items may be removed for open discussion by a request from a Councilmember or member of staff.]

2. Approve Minutes of the December 8, 2020, Regular City Council Meeting.
3. Adopt a Resolution Establishing the 2021 State Legislative Program for the City of Allen.
4. Adopt a Resolution Appointing the Tax Increment Finance (TIF) Board of Directors for Tax Increment Financing Reinvestment Zone Number Three (Farm District Zone).
5. Adopt a Resolution Suspending the January 23, 2021 Effective Date of CoServ Gas, Ltd.'s Requested Increase to Permit City Time to Study the Request and to Establish Reasonable Rates; Approving Cooperation with Other Cities in the CoServ Gas, Ltd. Service Area; Hiring Legal and Consulting Services to Negotiate with the Company and Direct Any Necessary Litigation and Appeals; Authorizing Intervention in Docket OS-20-00005136 at the Railroad Commission; Requiring Reimbursement of Cities' Rate Case Expenses.

6. Authorize the City Manager to Execute a Contract with Aqua Backflow for Software Maintenance and Management Services for the Cross Connection Control and Commercial Irrigation Programs in the City of Allen.
7. Authorize the City Manager to Execute a Service Agreement with Motorola Solutions for Hardware and Software Maintenance of the P-25 Trunked Radio System Utilized by Public Safety For a Total 5-Year Amount of \$1,434,073.
8. Authorize the City Manager to Purchase Irrigation Equipment and Supplies from Interspec, LLC., through the Texas Buy Board Local Government Purchasing Cooperative for an amount of \$148,109.
9. Accept the Resignation of Cristie Johnson and Declare a Vacancy in Place No. 5 on the Public Art Committee.
10. Motion to Set Saturday, January 23, 2021, as the Date for the Strategic Planning Session with City Council.
11. Receive the Investment Report for Period Ending September 30, 2020.
12. Receive the Financial Report for Period Ending September 30, 2020

Regular Agenda.

13. Conduct a Public Hearing and Adopt an Ordinance for a Specific Use Permit SUP for a Restaurant (drive-in or through) Use Located on Lot 2, Block A, Greenville Center Addition; Generally Located South of Stacy Road and East of Andrews Parkway (and commonly known as 350 E. Stacy Road). [Chick-Fil-A (Stacy)]

Other Business.

14. Calendar.
 - January 23, 2021 - City Council Strategic Planning Session, Allen Senior Recreation Center
15. Items of Interest. [*Council announcements regarding local civic and charitable events, meetings, fundraisers, and awards.*]

Executive Session. (As needed)

Legal, Section 551.071.

As authorized by Section 551.071(2) of the Texas Government Code, the Workshop Meeting and/or the Regular Agenda may be Convened into Closed Executive Session for the Purpose of Seeking Confidential Legal Advice from the City Attorney on any Agenda Item Listed Herein.

(Closed to Public as Provided in the Texas Government Code.)

16. Economic Development Deliberation Pursuant to Section 551.087 of the Texas Government Code —
 - Discussion of Potential Economic Incentives for Properties Along the 121 Corridor.

17. Reconvene and Consider Action on Items Resulting from Executive Session.

Adjournment.

This notice was posted at Allen City Hall, 305 Century Parkway, Allen, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Friday, January 8, 2021, at 5:00 p.m..

Shelley B. George, City Secretary

Allen City Hall is wheelchair accessible. Access to the building and special parking are available at the entrance facing Century Parkway. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 214.509.4105.

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:

January 12, 2021

SUBJECT:

Approve Minutes of the December 8, 2020, Regular
City Council Meeting.

STAFF RESOURCE:

Shelley B. George, City Secretary

ATTACHMENTS:

Minutes

ALLEN CITY COUNCIL

REGULAR MEETING

DECEMBER 8, 2020

Present:

Ken Fulk, Mayor

Councilmembers:

Gary L. Caplinger, Mayor Pro Tem

Kurt Kizer

Carl Clemencich (arrived at 7:00 p.m.)

Lauren Doherty

Chris Schulmeister

Baine Brooks

City Staff:

Eric Ellwanger, City Manager

Eric Strong, Deputy City Manager

Tim Dentler, Assistant City Manager (absent)

Rebecca Vice, Assistant City Manager

Shelley B. George, City Secretary

Teresa Warren, Director, Public and Media Relations

Rocio Gonzalez, Deputy City Secretary

Pete Smith, Attorney

Workshop Session

With a quorum of the Councilmembers present, the Workshop Session of the Allen City Council was called to order by Mayor Fulk at 6:00 p.m. on Tuesday, December 8, 2020, in the Basement Meeting Rooms of the Allen City Hall, 305 Century Parkway, Allen, Texas.

- 1. Update Regarding the 2021 State Legislative Program for the City of Allen.**
- 2. Briefing Regarding Proposed Updates to the Allen 2030 Comprehensive Plan.**
- 3. Questions on Current Agenda.**
- 4. Committee Updates from City Council Liaisons.**

With no further discussion, the Workshop Session of the Allen City Council was adjourned at 6:56 p.m. on Tuesday, December 8, 2020.

Call to Order and Announce a Quorum is Present

With a quorum of the Councilmembers present, the Regular Meeting of the Allen City Council was called to order by Mayor Fulk at 7:01 p.m. on Tuesday, December 8, 2020, in the Council Chambers of the Allen City Hall, 305 Century Parkway, Allen, Texas.

Pledge of Allegiance

Public Recognition

1. **Citizen Comments.**
2. **Recognition of Allen City Television (ACTV) for a Series of Awards from the National Association of Telecommunications Officers and Advisors (NATOA) and Two Lone Star Emmy Nominations.**
 - 2020 National Association of Telecommunications Officers & Advisors
 - Award of Excellence – Overall Excellence in Programming (ACTV)
 - Award of Excellence – Public Safety: Be a Firefighter - Join the Allen Fire Department
 - Award of Excellence – Public Education: Stories of Service - Inspiration Through Education
 - Award of Distinction – Library: Stories of Service - A Place to Grow
 - Award of Distinction – Community Awareness: Giving Me Life
 - Award of Distinction – Best Use of Video on Social Media - #ThisIsAllen
 - Award of Honor – Magazine Format Series: The New News
 - Award of Honor – Promotion: Golfing for Safe-Tee
 - 2020 Lone Star Emmy for Branded Content : Save Lives: Be An Allen Firefighter
3. **Allen Economic Development Performance Overview and Update by Insight Research Corporation.**

Consent Agenda

MOTION: Upon a motion made by Councilmember Brooks and a second by Councilmember Clemencich, the Council voted seven (7) for and none (0) opposed to adopt all items on the Consent Agenda as follows:

4. **Approve Minutes of the November 24, 2020, Regular City Council Meeting.**
5. **Authorize the City Manager to Execute a Contract with Restoration Specialists through the Buyboard Purchasing Cooperative for the Facilities Duct Cleaning Project in the Amount of \$187,691.**
6. **Award Bid and Authorize the City Manager to Execute a Contract with SYB Construction Company, Inc., for the Coats Drive Sanitary Sewer Replacement Project in the Amount of \$543,665.**
7. **Award Bid and Authorize the City Manager to Purchase Public Safety Vehicle Equipment from Priority Public Safety and Pursuit Safety, Inc., in the Amount of \$325,000.**
8. **Award Bid and Authorize the City Manager to Execute a Contract with North Rock Construction for Construction of the Ridgeview Trail Segments in the Amount of \$1,493,808.**
9. **Reappoint Cynthia Porter Gore as the Municipal Court Judge and Authorize the City Manager to Execute an Employment Agreement Relating to her Appointment for a Period Ending December 31, 2022.**

10. **Reappoint Michelle Montemayor and Donald McDermitt as the Alternate Municipal Court Judges and Authorize the City Manager to Execute Employment Agreements Relating to their Appointments for a Period Ending December 31, 2022.**

The motion carried.

Regular Meeting

11. **Conduct a Public Hearing and Adopt an Ordinance for a Specific Use Permit SUP for a Medical Clinic Use for a 3,987± Square Foot Portion of a Building Located on Lot 6, Greenway-Allen Retail Addition; Generally Located South of McDermott Drive and East of U.S. Highway 75 (and commonly known as 325 S. Central Expressway). [FastDoc Urgent Care]**

Mayor Fulk opened the public hearing and asked anyone wishing to speak for or against this item to do so at this time.

With no one speaking, Mayor Fulk closed the public hearing.

ORDINANCE NO. 3793-12-20: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP AS PREVIOUSLY AMENDED BY GRANTING SPECIFIC USE PERMIT NO. 177 AUTHORIZING A 3,987± SQUARE FOOT PORTION OF A BUILDING LOCATED ON LOT 6, GREENWAY-ALLEN RETAIL ADDITION; PRESENTLY ZONED AS SHOPPING CENTER “SC” ZONING DISTRICT TO BE USED FOR A MEDICAL CLINIC USE; PROVIDING A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Upon a motion made by Councilmember Caplinger and a second by Councilmember Doherty, the Council voted seven (7) for and none (0) opposed to adopt Ordinance No. 3793-12-20, as previously captioned, granting Specific Use Permit No. 177 for a Medical Clinic use. The motion carried.

Mayor Fulk recessed the Regular Agenda at 7:50 p.m. and announced the Executive Session.

Executive Session

In accordance with the Texas Government Code, the Allen City Council convened into Executive Session at 7:58 p.m. on Tuesday, December 8, 2020, in the Basement Meeting Rooms of the Allen City Hall, 305 Century Parkway, Allen, Texas, in order to discuss matters pertaining to:

15. **Pursuant to Section 551.074 of the Texas Government Code, for Personnel Matters:**
 - Discussion Regarding Election of Mayor Pro Tem

The Executive Session adjourned at 8:20 p.m. on Tuesday, December 8, 2021.

16. **Reconvene and Consider Action on Items Resulting from Executive Session.**

The Allen City Council reconvened into the Regular Meeting at 8:25 p.m. on Tuesday, December 8, 2020. The following action was taken on items discussed during Executive Session.

12. Conduct the Election of Mayor Pro Tem

Mayor Fulk called for nominations from the Council for the position of Mayor Pro Tem.

Councilmember Brooks nominated Councilmember Caplinger.

With no other nominations offered, Mayor Fulk closed the call for nominations.

MOTION: Upon a motion made by Councilmember Brooks and a second by Councilmember Clemencich, the Council voted seven (7) for and none (0) opposed to elect Councilmember Caplinger as Mayor Pro Tem. The motion carried.

Other Business

13. Calendar.

- December 22 – Council Meeting Canceled
- December 24 and 25 – City Hall Closed for Christmas Eve and Christmas Day Holidays
- January 1, 2021 – City Hall Closed for New Year's Day Holiday
- January 12, 2021 – Next Regular Council Meeting

14. Items of Interest.

- Councilmember Brooks announced there is a Christmas toy shortage in Allen and asked Council and citizens to donate toys at the Allen Community Outreach and TwoRows restaurant by December 14.
- Mayor Fulk announced the recipient of his monthly stipend for December would be to Toys for Tots of Collin County and encouraged the community to support this charity.
- Councilmember Brooks thanked Council and Staff for the condolences on his father's passing.
- Councilmember Doherty expressed her appreciation to the Council and Staff for the condolences on the passing of her mother.
- Council wished the Allen community a Merry Christmas and Happy Holiday season.

Adjournment

Mayor Fulk adjourned the Regular Meeting of the Allen City Council at 8:31 p.m. on Tuesday, December 8, 2020. The motion carried.

These minutes approved on the 12th day of January 2021.

APPROVED:

Kenneth M. Fulk, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE: January 12, 2021

SUBJECT: Adopt a Resolution Establishing the 2021 State Legislative Program for the City of Allen.

STAFF RESOURCE: Rebecca Vice, Assistant City Manager

ACTION PROPOSED: Adopt a Resolution Establishing the 2021 State Legislative Program for the City of Allen.

BACKGROUND

The Texas Legislature convenes to consider and pass legislation every other year. Because this legislation can directly impact the city of Allen, our residents, and the services we provide, it is imperative that we provide input to our State Representatives regarding pending legislation.

STAFF RECOMMENDATION

Staff recommends the City Council adopt a Resolution establishing the 2021 State Legislative Program for the City of Allen.

MOTION

I make a motion to adopt Resolution No. _____ establishing the 2021 State Legislative Program for the City of Allen.

ATTACHMENTS:

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ADOPTING A STATE LEGISLATIVE PROGRAM; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Eighty-Seventh Session of the Texas Legislature convenes in January 2021; and,

WHEREAS, many legislative issues affecting local government will be considered; and,

WHEREAS, the City of Allen desires to work with our State Senator and Representatives to remain a center of excellence and a community of choice.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, THAT:

SECTION 1. The 2021 State Legislative Program for the City of Allen is hereby adopted. The Allen City Council supports the following positions on issues to be addressed in the 87th Biennial Session:

- Preservation of Home-Rule Authority – We believe that local issues require local solutions. We support legislation that promotes the authority of home rule cities to govern themselves as a sovereign entity. Local Control allows each municipality to respond to the unique needs and wishes of their citizens.
- Transportation – We support legislative efforts to fully fund the state’s transportation needs through the existing authorized funding sources. We support legislative efforts to equitably distribute funding among the districts within Texas and oppose any efforts to reduce funding from existing revenue sources. We also support legislative efforts to increase both funding of transportation projects as well as flexibility by which cities can fund local transportation projects.
- Strong Fiscal Stewardship – We support legislation to maintain current revenue structures of the city of Allen. We support legislation that promotes innovative financing tools for funding local infrastructure projects, and that preserves the current flexibility that exists in funding those projects. We support legislative efforts that will increase transparency and improve clarity on the municipal budget adoption process. We oppose legislation that would limit the City’s ability to receive fair market compensation for use of public rights-of-way. We also oppose any efforts that threaten the financial stability of the solid waste system, or any efforts to restrict our municipal franchise fee structures. We oppose any state mandates imposed without a proportionate level of compensation. We oppose legislation that would limit our ability to leverage our AAa bond rating to issue debt.
- Economic Development – We support legislation to continue, maintain and protect economic and community development tools such as the Texas Enterprise Fund (TEF), Texas Local Government Code Chapter 380 Agreements, Tax Increment Financing (TIF), and Type A and B Economic Development Corporations. Local taxpayers should retain the right to determine the use of Type A and B funds. We support amendments to the hotel occupancy tax statute that provide additional flexibility in how the City may use that revenue to promote tourism in our community.
- Natural Resources – We support efforts and legislation to increase Texas’ water supply, maintain a commitment to water conservation and preserving and improving the quality of the state’s raw water supplies. We support legislative efforts to continue Texas’ leadership in increasing solar and wind electric generation to protect and improve the natural environment. We support measures that increase an affordable and reliable water supply across the entire state. We support programs incentivizing homeowners and businesses to make investments to reduce their overall energy consumption. We also support efforts to improve air quality in the DFW non-attainment area.

- Elections – We support legislation that maintains the current May and November Uniform Election Dates. We support legislation that promotes and/or increases voter participation. We support plain ballot language. We oppose legislation that requires candidates to declare party affiliation in order to run for municipal office.
- Development – We support efforts to amend HB 2439 (building materials bill), as passed in the 86th Texas Legislature, to allow the City of Allen to mitigate the unintended consequences of a reduction in development standards, require reasonable exterior materials that create long-term quality and resiliency, and allow local amendments related to building codes to maintain safety and property values. We support efforts to modify HB 3167 (30-day shot clock bill), as passed in the 86th Texas Legislature, and Section 212 of the Texas Local Government Code, to allow for high-growth communities like the City of Allen to deliver better customer service to the development community; such amendments may include flexibility for refining plats as they go through the process, modifying the timing requirements to give developers more certainty, and reasonable review to protect the community’s safety and economic value. We oppose legislation that preempts the City of Allen’s home rule authority related to land use and zoning, local amendments to building codes, local building permit fees, tree preservation, short-term rentals, and eminent domain.
- Utilities – We support legislation that maintains a municipality’s authority over our community’s rights-of-ways and the ability to collect reasonable compensation for their use. We support legislation ensuring that any utility planning is coordinated with local input and completed in advance of local growth and development.
- Governmental Immunity – We support legislation that protects local government and its officials from frivolous legal actions.

SECTION 2. The City Secretary will provide a copy of this resolution to Allen’s Representatives in the Texas Legislature to communicate the items important to the City of Allen in the upcoming state legislative session.

SECTION 3. This Resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Allen, and it is accordingly so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 12TH DAY OF JANUARY 2021.

APPROVED:

Kenneth M. Fulk, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:

January 12, 2021

SUBJECT:

Adopt a Resolution Appointing the Tax Increment Finance (TIF) Board of Directors for Tax Increment Financing Reinvestment Zone Number Three (Farm District Zone).

STAFF RESOURCE:

Eric Ellwanger, City Manager

PREVIOUS COUNCIL ACTION:

November 17, 2020, City Council Adopted Ordinance No. 3788-11-20 designating a certain area within the City of Allen as Reinvestment Zone No. Three which established the boundaries, and created a Board of Directors requiring the appointment of the Directors within sixty days of adopting of the creation of the TIF.

ACTION PROPOSED:

Adopt a Resolution Appointing the Tax Increment Finance (TIF) Board of Directors for Tax Increment Financing Reinvestment Zone Number Three (Farm District Zone).

STAFF RECOMMENDATION

Staff Recommends that the City Council Adopt a Resolution Appointing the Tax Increment Finance (TIF) Board of Directors for Tax Increment Financing Reinvestment Zone Number Three (Farm District Zone).

MOTION

I make a motion to Adopt Resolution No. _____ Appointing the Tax Increment Finance (TIF) Board of Directors for Tax Increment Financing Reinvestment Zone Number Three (Farm District Zone).

ATTACHMENTS:

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPOINTING THE INITIAL BOARD OF DIRECTORS OF THE ALLEN TAX INCREMENT FINANCING REINVESTMENT ZONE NO. 3; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has designated Allen Tax Increment Financing Reinvestment Zone No. 3 (the “Zone”); and,

WHEREAS, Chapter 311 of the Tax Code and the ordinance creating the Zone require appointment of a Board of Directors consisting of at least five members and provides that other taxing units participating in the Zone may appoint a member.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, THAT:

SECTION 1. The following persons are hereby appointed to the Board of Directors of Allen Tax Increment Financing Reinvestment Zone No. 3 to serve terms beginning January 1, 2021, to wit:

Place 1: Eric Ellwanger (TIF Board Chairman)
City Manager
City of Allen
305 Century Parkway
Allen, Texas 75013
(214) 509-4110
(214) 509-4118 (fax)

Place 2: Eric Strong
Deputy City Manger
City of Allen
305 Century Parkway
Allen, Texas 75013
(214) 509-4109
(214) 509-4672 (fax)

Place 3: Chris Landrum
Assistant Chief Financial Officer
City of Allen
305 Century Parkway
Allen, Texas 75013
(214) 509-4636
(214) 509-4672 (fax)

Place 4: Chris Flanigan
Director of Engineering
City of Allen
305 Century Parkway
Allen, Texas 75013
(214) 509-4578
(214) 509-4672 (fax)

Place 5:

Dan Bowman
Executive Director
Allen Economic Development Corporation
900 West Bethany Drive, Suite 280
Allen, Texas 75013
(972) 727-0228
(972) 727-0251 (fax)

SECTION 2. Members of the Board are appointed to provide for staggered terms. The initial directors appointed to odd-numbered positions shall be appointed for two-year terms, while the initial directors appointed for even-numbered positions shall be appointed for one year terms. All subsequent appointments shall be for terms of two years.

SECTION 3. A vacancy on the Board is filled for the remainder of the unexpired term by appointment of the City Council.

SECTION 4. Eric Ellwanger is appointed Chairperson of the Board for a term of one year that ends on December 31, 2021. Thereafter, Eric Ellwanger is hereby re-appointed as Chairperson for successive terms of one year each until such time as the City Council appoints a different Chairperson. The Board of Directors may elect a Vice-Chairperson to preside in the absence of the Chairperson, or when there is a vacancy in the office of Chairperson. The Board may elect other officers as it considers appropriate.

SECTION 5. This resolution shall take effect from and after its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 12TH DAY OF JANUARY 2021.

APPROVED:

Kenneth M. Fulk, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:

January 12, 2021

SUBJECT:

Adopt a Resolution Suspending the January 23, 2021 Effective Date of CoServ Gas. Ltd.'s Requested Increase to Permit City Time to Study the Request and to Establish Reasonable Rates; Approving Cooperation with Other Cities in the CoServ Gas, Ltd. Service Area; Hiring Legal and Consulting Services to Negotiate with the Company and Direct Any Necessary Litigation and Appeals; Authorizing Intervention in Docket OS-20-00005136 at the Railroad Commission; Requiring Reimbursement of Cities' Rate Case Expenses.

STAFF RESOURCE:

Rebecca Vice, Assistant City Manager

PREVIOUS COUNCIL ACTION:

On January 27, 2009, City Council adopted Resolution 2799-1-09(R) suspending the effective date of CoServ Gas Ltd.'s Statement of Intent to increase gas rates.

ACTION PROPOSED:

Adopt a Resolution Suspending the January 23, 2021 Effective Date of CoServ Gas. Ltd.'s Requested Increase to Permit City Time to Study the Request and to Establish Reasonable Rates; Approving Cooperation with Other Cities in the CoServ Gas, Ltd. Service Area; Hiring Legal and Consulting Services to Negotiate with the Company and Direct Any Necessary Litigation and Appeals; Authorizing Intervention in Docket OS-20-00005136 at the Railroad Commission; Requiring Reimbursement of Cities' Rate Case Expenses.

BACKGROUND

On November 13, 2020, CoServ Gas, Ltd. ("CoServ" or "Company"), pursuant to Subchapter C of Chapter 104 of the Gas Utility Regulatory Act, filed its Statement of Intent to change gas rates at the Railroad Commission of Texas ("RRC") and in all municipalities exercising original jurisdiction within its service area, effective January 23, 2021.

CoServ is seeking to increase its gas rates on a system-wide basis by \$9.6 million per year, and by \$8,113,409 million in the incorporated areas. This equates to an increase of 11.6% on total revenues, or 29.0% increase in base rates for the incorporated areas. CoServ is also requesting: (1) Commission approval of depreciation rates for distribution and general plant; (2) a prudence determination for capital investment; (3) a finding that the approvals of the administrative orders by the Gas Services Division of the Commission based on the Accounting Order in Gas Utilities Docket No. 10695 are reasonable and accurate; and (4) a surcharge on customer bills to recover the reasonable rate case expenses associated with the filing of this statement of intent.

The Resolution suspends the January 23, 2021 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with other similarly situated cities with original jurisdiction served by CoServ, to evaluate the filing, to determine whether the filing complies with the law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by CoServ cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective.

If the City fails to take some action regarding the filing before the effective date, CoServ's rate request is deemed approved.

Explanation of "Be It Resolved" Sections:

Section 1. The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective for any legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as "the maximum period allowed by law" rather than ending by a specific date. This is because the Company controls the effective date and can extend the deadline for final city action to increase the time that the City retains jurisdiction if necessary to reach settlement on the case. If the suspension period is not otherwise extended by the Company, the City must take final action on CoServ's request to increase rates by January 23, 2021.

Section 2. This provision authorizes the City to participate in a coalition of cities served by CoServ in order to more efficiently represent the interests of the City and their citizens.

Section 3. This section authorizes the hiring of attorney Thomas Brocato and the law firm of Lloyd Gosselink to represent the City in the matters related to CoServ's application to increase its rates.

Section 4. This section authorizes the City's intervention in CoServ's application for approval to increase its rates before the Railroad Commission in Docket No. OS-20-00005136.

Section 5. The Company will reimburse the cities for their reasonable rate case expenses. Legal counsel and consultants approved by the coalition of cities will submit monthly invoices that will be forwarded to CoServ for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting a suspension resolution.

Section 6. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

Section 7. This section provides that both CoServ's counsel and counsel for the cities will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.

BUDGETARY IMPACT

There is no financial impact. The Company (CoServ) will reimburse cities for their reasonable rate case expenses. Legal counsel and consultants approved by the coalition of cities will submit monthly invoices that will be forwarded to CoServ for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting a suspension resolution.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

MOTION

I make a motion to adopt Resolution No. _____ suspending the January 23, 2021, effective date of CoServ Gas, Ltd.'s ("CoServ") requested increase to permit the City time to study the request and to establish reasonable rates; approving cooperation with other cities in the CoServ Gas, Ltd. service area; hiring legal and consulting services to negotiate with the Company and direct any necessary litigation and appeals; authorizing intervention in Docket OS-20-00005136 at the Railroad Commission; requiring reimbursement of Cities' rate case expenses.

ATTACHMENTS:

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, SUSPENDING THE JANUARY 23, 2021, EFFECTIVE DATE OF COSERV GAS, LTD.'S, REQUESTED INCREASE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH OTHER CITIES IN THE COSERV GAS, LTD., SERVICE AREA; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; AUTHORIZING INTERVENTION IN DOCKET OS-20-00005136 AT THE RAILROAD COMMISSION; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL; AND PROVIDING AND EFFECTIVE DATE.

WHEREAS, on or about November 13, 2020, CoServ Gas, Ltd. ("CoServ" or "Company"), pursuant to Gas Utility Regulatory Act § 104.102, filed with the City of Allen ("City") a Statement of Intent to change gas rates in all municipalities exercising original jurisdiction within the Company's service area effective January 23, 2021; and,

WHEREAS, the City is a gas customer of CoServ and a regulatory authority with exclusive original jurisdiction over the rates and charges of CoServ within the City; and,

WHEREAS, it is reasonable for the City of Allen to cooperate with other similarly situated cities in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company and direct any necessary litigation; and,

WHEREAS, the Gas Utility Regulatory Act § 104.107 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days; and,

WHEREAS, CoServ has filed an application with the Railroad Commission, Docket No. OS-20-00005136 that could become the docket into which appeals of city action on the CoServ filing are consolidated; and,

WHEREAS, the Gas Utility Regulatory Act § 103.022 provides that costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, THAT:

SECTION 1. The January 23, 2021, effective date of the rate request submitted by CoServ on or about November 13, 2020, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 2. The City is authorized to cooperate with other cities in the CoServ service area to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations to the City regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Railroad Commission.

SECTION 3. Subject to the right to terminate employment at any time, the City of Allen hereby authorizes the hiring of Thomas Brocato of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C., and consultants to represent the City in all matters associated with the TGS application to increase rates and appeals thereof.

SECTION 4. Intervention in Railroad Commission Docket No. OS-20-00005136 is authorized.

SECTION 5. The City's reasonable rate case expenses shall be reimbursed by CoServ.

SECTION 6. It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 7. A copy of this Resolution shall be sent to CoServ, care of Charles Harrell, CoServ Gas, Ltd., 7701 South Stemmons Freeway, Corinth, Texas 76210 (CHarrell@coserv.com), and to Thomas Brocato at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS ON THIS THE 12TH DAY OF JANUARY 2021.

APPROVED:

Kenneth M. Fulk, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:

January 12, 2021

SUBJECT:

Authorize the City Manager to Execute a Contract with Aqua Backflow for Software Maintenance and Management Services for the Cross Connection Control and Commercial Irrigation Programs in the City of Allen.

STAFF RESOURCE:

Steve Massey, Director, Community Services
Jimmy Knipp, Assistant Director, Community Services

ACTION PROPOSED:

Authorize the City Manager to Execute a Contract with Aqua Backflow for Software Maintenance and Management Services for the Cross Connection Control and Commercial Irrigation Programs in the City of Allen.

BACKGROUND

The City's backflow software vendor, Tokay, was acquired by Aquatic Informatics, and the software will no longer be supported. We have been using Tokay for our backflow and commercial irrigation account management for over ten (10) years. With the advancements in software and technology, this gives us the unique opportunity to enter into an agreement to secure more advanced and wider ranging services offered by Aqua Backflow. This will allow us to better meet our needs and be compliant with current and future compliance measures from TCEQ. Aqua Backflow's services come at no cost to the City of Allen and instead are recouped from Backflow Testers and Irrigation Auditors when they upload their inspection results.

Each business is required to perform an irrigation audit once every three years. The costs associated for commercial irrigation audits is \$24.95 per audit report. After three years the cost will go down to \$9.95 per audit. The higher cost for the first three years is designed to absorb the \$18,000 development costs for our commercial irrigation program software. Since the audits are required once every three (3) years, each program enrollee will pay the higher cost just one (1) time.

Additionally, businesses are required to perform a backflow test annually. The backflow test will cost \$9.95 per test.

With 1,300 commercial irrigation accounts and approximately 8,500 backflow devices, 1,109 of which are considered high hazard backflow devices, Aqua Backflow will help us manage our growing need for compliant Cross Connection Control and Irrigation Audits. Aqua Backflow will tailor their services to meet our unique needs and specifications. All forms, educational material, and letters can be customized to the City of Allen's program. We always have full unlimited access to our data, histories, site notes, tests, and more via our included online portal. Unlimited utility users have 24/7/365 access to up-to-the minute 'live' data.

The City Water and Sewer Division will continue to be engaged in working with the backflow and irrigation

inspection enrollees that fail to perform and submit the required inspections.

BUDGETARY IMPACT

No Budgetary Impact to the City of Allen.

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to Execute a Contract with Aqua Backflow for Software Maintenance and Management Services for the Cross Connection Control and Commercial Irrigation Programs in the City of Allen.

MOTION

I make a motion to authorize the City Manager to Execute a Contract with Aqua Backflow for Software Maintenance and Management Services for the Cross Connection Control and Commercial Irrigation Programs in the City of Allen.

ATTACHMENTS:

Proposal and Contract



CROSS CONNECTION CONTROL & IRRIGATION PROGRAM SERVICES

August 26, 2020

Edited December 8, 2020



866-777-2124

Contact: Tom Staroske – Tom@AquaBackflow.com

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Protecting your water supply from contamination

977 Elizabeth Street, Elgin, IL 60120 (847) 742-2296 (847) 214-9696 fax

www.AquaBackflow.com

www.TrackMyBackflow.com

Gail Donaldson
Water Conservation Manager
Community Services
City of Allen
305 Century Parkway
Allen, TX 75013

Office: 214-509-4559
Email: gdonaldson@cityofallen.org

Cover Letter / Executive Summary

Gail Donaldson

August 26, 2020

Edited December 8, 2020

Thank you for the opportunity for us to provide you with a guide to our professional services. Aqua Backflow has a unique, global approach to solving a decades old paper-consuming and data entry nightmare...Internet-based tracking programs that can be funded specifically by those customers that have created this additional expense and workload for you.

Each and every tracking program is unique and is set up to the specifications or requests of the water purveyor. All forms, educational material, and letters can be customized to your program. You also always have full unlimited access to your data, histories, site notes, tests, and more via your included online portal. Unlimited utility users have 24/7/365 access to your up-to-the minute 'live' data.

Aqua Backflow is a spin-off of a 50+ year-old plumbing & backflow firm. We incorporated over 13 years ago and have been meeting / exceeding our client's needs since inception. Our knowledge, professionalism, and experience spans decades. Staff is comprised of licensed plumbers, backflow technicians & cross connection control experts, inspectors, military, former municipal personnel, and more.

Aqua Backflow customers currently assists hundreds of water utility clients across roughly 20 states. Of all of our customers, the smallest has only 13 backflow preventers, while our largest has over 50,000.

Services provided by us can be pick & choose, or we can implement and manage your entire cross connection control program 100% per state regulatory (TCEQ) requirements.

Do you need physical site surveys and/or inspections? Our team's experience and knowledge are unmatched! Our site inspectors are certified boiler technicians, licensed plumbers, AND certified cross connection control surveyors!



977 Elizabeth Street, Elgin, IL 60120 (847) 742-2296 (847) 214-9696 fax

Protecting your water supply from contamination

www.AquaBackflow.com

www.TrackMyBackflow.com

Cover Letter / Executive Summary

Need to send a Water Use Survey? Easily done! Aqua Backflow's TrackMyBackflow program has automated the process. A Water Use Survey post card can be mailed to any/all of your water customers with a unique identification number on it. Your customer then goes to our website, enters the number, and answers a few simple questions. Our software takes it from there. It recognizes sites that need testing, sites that need installations, and more. Notices then get sent to your customers as a follow-up. Elderly or water customers without a computer can simply call our offices and staff will complete the 30 second survey while on the phone with them. Again, our program can be all-inclusive!

Conflict of interest? Not with Aqua Backflow. Unlike some firms that also operate large backflow testing companies, we do not. We do not test, repair, or install backflow preventers. We also do not refer customers to any specific tester. Rather, we have a full registered tester list on our website.

Need to generate revenue? Not a problem with our program. We can return and/or bank 100% of any excess funds received on your behalf!

In review, Aqua Backflow truly is unique and innovative. Not only will your program be effective, eco-friendly, and low cost, it will also be easy to use for your local testers. We regularly receive testimonials from backflow testers stating that they love the simplicity of our program, love dealing with our courteous staff, and have also noted that they have seen an increase in work since we took over the program. Water purveyors love us too, as witnessed by the accolades Aqua Backflow receives from its customers.

There is no cost to you for our program - NOTHING! Utility-owned assembly tests are entered online by your tester at no charge. You can even lock in pricing for up to 3 years. We have never raised our prices! To the contrary, as we add more customers, we gain in efficiencies. Cost of Living (Consumer Price Index) increases? NO! Increase our rates due to higher postage costs? NO!

Want to pay for your program in-house? Great! You won't find lower pricing than what we are offering you. It's much less than if you were to buy the software, staff the program, and administer the program in-house!

Ask our water utility clients and/or backflow testers...Who has the best program, customer service, and pricing? Aqua Backflow does. We hear it all the time.

Thank you again for your time and consideration. Feel free to contact me if you have any questions.

Sincerely,

Tom Staroske
Chief Operating Officer

General Information

- 1) Aqua Backflow incorporated in 2006 and specializes in cross connection control programs. 99% of our business is backflow, while the remaining 1% is Fats, Oils, and Grease (FOG) Programs.
- 2) We are owned and managed by plumbers/backflow technicians. Both the President and COO come from families of plumbers and certified backflow professionals.
- 3) Our staff members have backgrounds in the plumbing, backflow, military, and or municipal water industry. They have also been trained extensively in cross connection control, plumbing codes, and customer service.
- 4) To keep costs down, we operate out of only 1 office which is located in the Midwest, near Chicago. We can always be at your doorstep within hours however, if the need arises.
- 5) Your primary contact is Tom Staroske, COO. All of our customers have come to expect (and receive) prompt, professional, and courteous customer support from Tom as well as all other managers and support staff.
- 6) Aqua Backflow has never worked with any subcontractors. All work is performed by experienced, trained, and professional employees of our firm.
- 7) Aqua Backflow staff hold numerous licensing, certifications, and degrees, making us uniquely qualified to manage your program.
- 8) We currently assist hundreds of water purveyors nation-wide with their program, with more signing up regularly.
- 9) Aqua Backflow is an originator of online cross connection control tracking that includes online payment methodology options. Many of the programs you see today, took our knowledge, expertise, and experience to create their own program versions for themselves.
- 10) Aqua Backflow does not use an “Auto-Attendant” for answering incoming phone calls. Any and all staff answer the phones and also answer any/all questions! Callers don’t get transferred from person to person.

Program and scope of work:

1. Track all existing as well as newly found and/or installed backflow assemblies
2. Track all testers, tester licensing, certifications, test kits and annual test kit calibrations.
3. Track the testing companies, employees, licensing, and certifications.
4. Track the quality and skill level of the testers. Verify that they are performing the tests per recommended practices.
5. Send notifications of “test due” to the customer. 1st year educational tri-fold brochure can be included.
6. Send notifications of “past due” to the customer as applicable.
7. Send notifications of “final notice” via registered/certified mail to the customer (*only if approved by the utility as there are additional costs associated with this service...can be funded by increased test entry fee*)
8. Send “test failure” notices for backflow tests that have been submitted to us indicating a test failure.
9. If the water purveyor has a cross connection control inspector, we will work with him/her to gain compliance. “Installation Due” notices, follow-up notifications, and compliance are all included.
10. We train and educate your employees and local testers about your program via on-site visits, webinars, phone, and email support.
11. We educate the public with mailers, brochures, written newspaper articles, informative websites, by answering phones with educated office employees, etc.
12. ALL letters, brochures, educational material, etc. can be customized to each water purveyor.
13. Educational brochures will be forwarded to water customers as needed. We can include a brochure in our initial contact letters with your water customer at no additional cost, if requested. The Purveyor can also receive up to 300 additional brochures annually to pass out as it pleases.
14. We will receive an electronic CSV file (Excel) or similar database and your loose test reports from you initially, listing all water connections, backflow prevention devices, contact/mailing information etc. We immediately begin tracking the existing backflow prevention assemblies.
15. Once testers are registered, they are issued a user name and password. Data is easily entered into our TrackMyBackflow.com website by using the Hazard ID assigned to each device or by serial number and/or address. *Each CCC hazard ID # stays with the hazard indefinitely!*

Scope of Proposal

16. We encourage online data entry but will allow and accept occasional “off-line” backflow test results for those testers that do not have access to a computer or are computer illiterate. Off-line fees apply.
17. Our offices are fully staffed from 7am – 5pm CDT weekdays. We can be reached via our toll-free phone number, fax, or email at any time during the business day & nights/weekends for emergencies.
18. Utility staff will also receive emergency contact information and can reach us 24 hours a day.
19. There are never any licensing costs, software upgrade fees, new release expenses, hardware costs...we are all-inclusive. Utilities also have an unlimited amount of user access to all data on desktop PCs as well as on mobile devices.
20. Large utility customers such as hospitals, universities, etc. can be invoiced directly through us.
21. You and your staff will have full online access to all tester, backflow, customer, customer and/or tester notes, reports, photographs, and much, much more through your unique and secure Utility Dashboard. Sample reports available may include: Tests Due, Tests Past Due, New Assemblies Entered, Letters Sent, and any other report you may desire from our database. If you would like a specialized report, we can create and store that report template for you.
22. We do not plan or partake in scheduled software downtime in order to implement program/software upgrades and/or updates. All updates occur while our program is live.
23. Your utility will not need any special hardware, software, equipment, training, or anything to access your data online. A basic computer workstation, laptop, tablet, smart-phone, etc. is all that’s needed!
24. We have included the computer software and data entry costs of adding your database into our systems.
25. All of our programs and systems are professionally monitored 24/7/365.
26. Data received on behalf of the water purveyor or directly from the water purveyor remains the property of the water purveyor. Water and backflow information is kept in the strictest confidence and is not accessible or distributed to anyone without the express written consent of the water purveyor. Upon completion of the contract, all paper and electronic files will be returned to the water purveyor.
27. Informational and/or tracking websites maintained by us:

www.AquaBackflow.com	www.BackflowCases.com	www.TrackMyBackflow.com
		www.TrackMyFOG.com
28. With hundreds of customers across roughly 20 states (including in Texas), rest assured that you are choosing the firm with the best customer service, customer support, water customer support, most experienced, and lowest cost to partner with. Together, we’ll make your program the best it can be! We have many customers with 97%, 98%, 99%, even 100% compliance rates!

Corporate Background...The Aqua Backflow Organization:

What differentiates our organization, programs, and services from others? Aqua Backflow has earned a nationwide reputation for proactive, innovative, and professional cross connection control services and management. With over 50 years in the plumbing and backflow prevention industry, we have strived to develop programs that meet the needs of our customers, ensuring that you will receive the best possible services while conserving your, and your water customers' dollars. John Skirmont is president, while Tom Staroske is the Chief Operating Officer and both direct the company from corporate offices in Elgin, Illinois along with expert consultants and software, programming, and other intellectual technology professionals. Our support staff is second to none.

While there are many attributes that set us apart from others in this industry, a few of these we consistently hear from our customer-partners include:

Customer Service = Customer Loyalty:

Our ability to customize to meet our customer's needs is unsurpassed. Aqua Backflow is consumer focused and result driven and as such, we can customize services according to a customer's needs & requirements rather than trying to make a client fit "our box." While Aqua Backflow is recognized as a leader in the industry, we try to maintain the "small company" approach to customized and personalized service. Even though we are living in a society where names rarely matter, we feel it is important to know and build relationships with customers and we do that by continued contact and visits to our customers.

Staff:

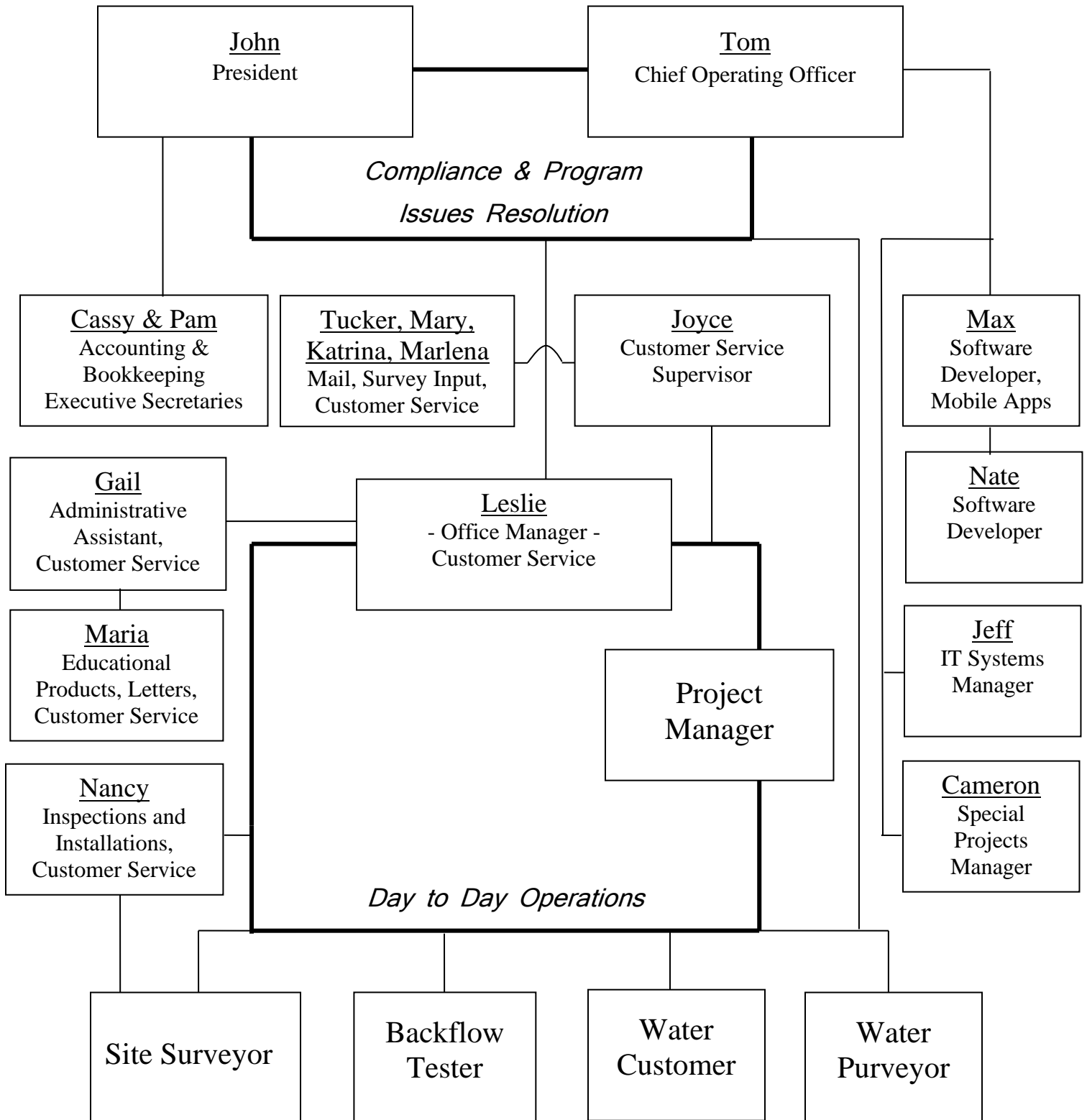
Aqua Backflow's office and field staff set us apart from our competition. Our average in-field of expertise time is 10+ years. Most have numerous cross connection control certifications for surveying, ordinance creation, and/or program management. All have been professionally trained in customer service, software programs, plumbing issues, and backflow prevention. Staff walks a fine line as strong and compassionate advocates for your water customers, while working to gain regulation compliance in order to protect your water distribution systems.

IT:

Aqua Backflow has a very strong internal IT department with programmers on staff, as well as long-term relationships with several software, hardware, and web development professionals. This allows us to offer immediate problem solving solutions to any issues that may arise. In addition, specialty reports can be programmed to meet the customer's needs rather than only giving a customer the option of utilizing "canned" report data.

Partial

Staffing Flow Chart



Some professionals available for your project...

- Contractor Information and Experience -

Note that there are many more support staff members that are not listed

Jack Skirmont - President

Jack earned his Bachelor of Science and Construction Management from Colorado State University and his certification of: Cross Connection Control Management; Cross Connection Control Survey and Inspection; and Cross Connection Control Ordinance and Organization from the University of Florida - TREEO Center. He has been a licensed plumber for over 20 years and an Illinois EPA Cross Connection Control Device Inspector for over 15 years.

Tom Staroske -Chief Operating Officer (COO)

Tom earned his certification of: Cross Connection Control Management; Cross Connection Control Survey and Inspection; and Cross Connection Control Ordinance and Organization from the University of Florida - TREEO Center, as well as Cross Connection Control Surveying from the University of Wisconsin - School of Engineering. He has been a licensed plumber for over 35 years and has been performing Cross Connection Control Inspections for over 25 years. Tom is also certified by the Texas Commission on Environmental Quality (TCEQ) and the Illinois Environmental Protection Agency (IEPA) as a Backflow Prevention Assembly Tester. Tom has managed office and field personnel on inspections, installations, and repairs for well over 20 years.

Leslie Craig - Office Manager

Leslie spent time as a US Navy diesel mechanic; she is very experienced and knowledgeable with “hands-on” mechanical operations. She has held administrative positions where her responsibilities were to several senior managers. Prior to joining Aqua Backflow over 10 years ago, Leslie worked in a local municipality for the finance director for over 5 years. She oversees all office operations and also assists water purveyors by providing requested information or reports. Leslie also analyzes all electronic data, checking for accuracy.

Joyce Anderson - Customer Service Manager

Joyce has been office manager and in charge of customer service and dispatch for several mechanical contractors for over 20 years. She has been with Aqua Backflow; assisting water purveyors, water customers, and licensed plumbers and testers with any questions they may have for the past 10 years. She also assists all testers and testing companies in the registration process and with their online data entry on a daily basis.

Gail Manning – Notifications Manager

Gail has been with us for 5 years and came from a strong customer healthcare service & billing background. She creates and/or customizes all letters to the requests of the water purveyor and oversees mailing processing. Gail also maintains the organization of all paper records and assists water purveyors and their customers with bringing sites into compliance.

Jeff Beach - IT Systems Manager

Jeff earned his Bachelor of Computer Science from Carthage College. His day-to-day tasks include developing and maintaining complex and critical systems. He also oversees the development and proper functioning of all our websites, software and hardware.

Cameron Staroske – Special Projects Manager

With a Business Degree from Northern Illinois University as well as extensive training in Computer Sciences, Web Design, and Finance, Cameron oversees any and all special tasks that require more than a quick resolution.

REFERENCES

(dozens more available upon request)

Alabaster Water Board
213 1st Street North
Alabaster, AL 35007
Contact: Kenyatta Dunnigan
Phone: 205-663-6155
Email: KDunnigan@AlabasterWater.com

Online tracking. Site inspections by Aqua Backflow
Population: 32,000
BFPs: 700



City of Salida
340 West Highway 291
Salida, CO 81201
Contact: David Lady – Director of Public Works
Phone: 719-539-6257
Email: David.lady@cityofsalida.com

Online tracking. Site inspections by Utility staff
Population: 5,500
BFPs: 500



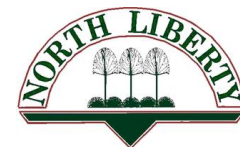
Village of Lincolnshire
1 Olde Half Day Road
Lincolnshire, IL 60069
Contact: Terry Hawkins – Utilities Superintendent
Phone: 847-883-8600 x2104
Email: thawki@village.lincolnshire.il.us

Online tracking and mailed site surveys
Population: 7,500
BFPs: 850



City of North Liberty
1 Quail Creek Circle
North Liberty, IA 52317
Contact: Tom Palmer – Building Official
Phone: 319-626-5736
Email: tpalmer@northlibertyiowa.org

Online tracking. Site inspections by Utility staff
Population: 20,000
BFPs: 1,000



City of Fort Wayne Utilities
200 East Berry Road
Fort Wayne, IN 64802
Contact: Miranda Braun – CCC Program Manager
Phone: 260-427-2543
Email: miranda.braun@cityoffortwayne.org

Online tracking. Site inspections by Utility staff
Population: 266,000
BFPs: 8,500



City of Pleasanton – Utilities
333 Busch Road
Pleasanton, CA 94566
Contact: Scott Walker – Backflow Program Administrator
Phone: (925) 931-5527
E-Mail: swalker@cityofpleasantonca.gov

Online tracking. Site inspections by Utility staff
Population: 82,400
BFPs: 3,000



City of Evansville
Water & Sewer Utilities
1931 Allens Lane
Evansville, IN 47720
Contact: Jeff Merrick – Regulatory Compliance Officer
Phone: 812-436-7853
Email: jmerrick@ewsu.com

Online tracking. Site Inspections by EWSU staff
Population: 118,000
BFPs: 5,800



Extremely proud to continually be chosen to
work for many branches of the Military across
the United States of America



U.S. AIR FORCE



HELPING PROTECT THE WATER FOR:



Population: 100,000
Backflow Preventers: 2,200



Naperville

Population: 150,000
Backflow Preventers: 15,300



Cedar Falls Utilities
THE POWER OF SERVICE

Population: 41,600
Backflow Preventers: 1,700



Population: 266,000
Backflow Preventers: 8,500



Population: 97,000
Backflow Preventers: 6,000



Population: 33,000
Backflow Preventers: 3,300



Population: 85,000
Backflow Preventers: 5,000



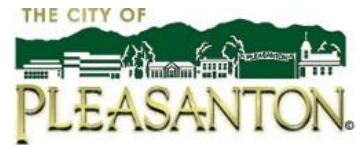
Population: 57,200
Backflow Preventers: 4,000



Population: 214,000
Backflow Preventers: 221 +



Population: 862,817
Backflow Preventers: 50,000



Population: 82,400
Backflow Preventers: 3,000



Population: 32,300
Backflow Preventers: 1,200



Population: 52,300
Backflow Preventers: 1,500



Population: 118,000
Backflow Preventers: 5,800



Population: 60,000
Backflow Preventers: 1,000



Population: 54,000
Backflow Preventers: 8,000



Population: 26,600
Backflow Preventers: 1,800



Population: 7,500
Backflow Preventers: 5,000



Population: 47,200
Backflow Preventers: 2,200

Low-cost programs with high-end results.

The top portion below is a snippet of a newsletter that gets sent regularly to local backflow testers by the utility.



CITY OF FORT WAYNE

THOMAS C. HENRY, MAYOR

September 30, 2016

Cross Connection Control and Backflow Prevention News

From Fort Wayne City Utilities

In This Issue

- ❖ COMPLIANCE RATE CLIMBS – THANK YOU
- ❖ DISCONNECTION OF WATER SERVICE DUE TO NON-COMPLIANCE !
- ❖ TURNING WATER BACK ON FOR INSPECTION !
- ❖ SUBMITTING TEST RESULTS PROMPTLY
- ❖ DCDAs ON FIRE SYSTEMS

There are new changes to City Utilities' Cross Connection Control & Backflow Prevention Program! We ask that you please read this newsletter carefully.

❖ COMPLIANCE RATE CLIMBS – THANK YOU

City Utilities is proud to announce that since April 1st, 2016, the implementation date of the TrackMyBackflow.com website, the backflow prevention device testing compliance rate has risen an incredible 30% with a current compliance rate of 91%! This could not have been possible without your dedication and professionalism. We thank you, and we are excited to see this rate continue to climb as we continually strengthen our program.

❖ DISCONNECTION OF WATER SERVICE DUE TO NON-COMPLIANCE ! IMPORTANT

City Utilities works diligently to ensure the safety and quality of our drinking water, including pursuing enforcement actions against

Unsolicited Utility praises

I'm really liking the services that Aqua Backflow provides. Your staff is great and it's so good to see people getting their devices tested.

Tom Ruzicka, Water Division
Bartlett, IL

Tom, that makes total sense. I cannot thank you enough. I have heard a lot of opinion, different code interpretations, and some strange theories, but you tied the code to common sense. I will make sure we get this installation cleaned up to meet the code. (A photo was sent to Aqua Backflow from the Village, a Code question was asked, and an explanation was provided by Aqua Backflow)

Keith Steiskal, Building Official
Village of Lombard

Unsolicited Backflow Tester praises

Customer service is perfect - Pleasure talking with customer service and very helpful - Aqua Backflow was the best of help when I was originally introduced to them. Everyone at your company has been great and very helpful, I just wish you would cover more areas because you are more reasonably priced than others and that helps with customer satisfaction.

Please keep up the great quality service. Have a great day!

Mark Mueller, Choice Plumbing

It's absolutely delightful to call Aqua Backflow and get personalized assistance from all the ladies, especially Joyce! She is always knowledgeable, helpful, cheerful and patient and seems to know exactly what every location has. Staff takes the time to review test sheets that are submitted Aqua Backflow. When something doesn't look right she immediately calls to verify information. It's comforting to know that our information is being protected against fraudulent use. As a plumbing contractor, we would recommend Aqua Backflow be used by every municipality to protect the health of their residents.

Maggie LePine, Code Mechanical, Inc

Allen, TX

Full Implementation Plan and Timeline

ACTIVITY	SCHEDULE (in weeks)												
	Jan 1, 2021			Feb 1, 2021			Mar 1, 2021						
	1	2	3	4	5	6	7	8	9	10	11	12	13
Contract receipt, P.O. or similar from Utility	X												
Obtain local & state licensing (if applicable)	X												
Creation of customer notices, brochures, etc.	X	X	X										
Accept test results online at N/C until start-up		X	X										
Multiple database receipts from Utility	X												
Creation of Utility's new database & programs		X	X										
Notification to local testers of new programs	X												
Educating auditors & testers	X	X	X	X	X					
Training Utility staff			X				X						
Training local auditors & testers			X	X	...					
Newsletter & newspaper articles published			X										
Initial notifications sent to customers			X				X						
Implementation of backflow tracking program				X									
Implementation of irrigation tracking program								X					

We have included this implementation plan as a courtesy. Please recognize however, that Aqua Backflow can customize this, or shorten it when needed.

During implementation, Aqua Backflow will work closely with your Utility contact person. Our implementation team will work to ensure that all items are transitioned and implemented smoothly. Conference calls can be arranged upon request. While many items can be completed in a short period of time, the recommended timeline is shown above with additional information below.

Within 10 days of program approval:

- Aqua Backflow will receive, review, and sign into an agreement for your professional cross connection control program services
- We will work with you for the creation of any specific features and/or functions that are not already included in our proposed base program
- We will receive electronic data from you pertaining to your water customer database as well as an electronic backflow preventer database
- We will receive paper documents (test results) from you that have not yet been entered into your electronic database
- We will receive your electronic logo and/or letterhead from you as you would like it to appear in your letters
- Custom features, letters, notifications, educational material, news briefs and articles, and more will have been created by us and have been approved by your staff
- We will have notified, met with, and trained Utility staff as well as local testers on your new program features, procedures, and online access.
- Test Due notifications, including educational items, will be mailed before the month that your online program tracking actually begins, to those backflow preventers where tests are due in that month

We work with Utility staff to educate all local testers and water customers, and to receive and track tester information, assigning user names and passwords once registered and approved.

Sustainability and Triple Bottom Line

1. To reduce the consumption of paper, trees, and fuel, electronic test submission programs are suggested to all water purveyors. This is also why we have elected to email our proposal to you.
2. Although mailed notices to your water customers are standard protocol, often times a customer may request email notifications instead. Email notification procedures save trees, paper, ink, and more. Email requests are typically honored.
3. Aqua Backflow staff is trained on eco-friendly procedures, including but not limited to the following:
 - a) Turn off computers when not in use for extended time periods
 - b) Turn off lights when not working in specific offices or work areas
 - c) Recycle all water bottles and soda cans.
 - d) Office-supplied Municipal water for drinking is encouraged verses bottled water
 - e) Recycle all paper, cardboard, chipboard, plastics, etc...anything recyclable.
 - f) Open exterior windows when weather permits, verses using air conditioning
 - g) Car pool to and from work when available
4. Aqua Backflow estimates that approximately 80% of its office “waste” is recycled
5. Our offices and personal homes have automatic setback thermostats to save energy
6. Our offices and personal homes have high-efficiency heating & cooling systems
7. Our office light fixtures utilize energy efficient fluorescent and/or LED light bulbs
8. Individual offices, copy rooms, server rooms, etc. utilize motion sensing automatic light switches
9. In an effort to curb underemployment, Aqua Backflow supports efforts in giving our employees what they need in providing a comfortable, safe, and fun work atmosphere as well as providing enough income to support them. The majority of part-time employees become full-time employees.
10. Allowing our employees to retire comfortably, Aqua Backflow offers a 401k program with generous match contributions.
11. To keep commute times to a minimum, employees must reside within 15 minutes of our offices
12. Aqua Backflow believes in contributing to local causes, such as schools & churches. We also are a regular contributor to the Water for People organization.
13. We encourage and pay for our employees to further their education. Microsoft products, college courses, cross connection control courses, and much more are available to our staff at no cost
14. We have a firm belief that our employees are family. Mental and financial assistance & support are given to those in need.
15. Time off is freely given to those with health issues, family health issues, and other private concerns.

Population: 103,400 **Total Water Connections:** 45,000 (est) **Non-Residential Connections:** 3,800 (est)
Total Backflow Preventers: 6,000 (est) **Total Utility-Owned Backflow Preventers:** 150 (est)

► **BASE PROGRAM:** Purveyor Annual Cost\$ 0.00

BASE PROGRAM includes: Notifications, educational material, creation of database, software, maintenance, secure online water purveyor dashboard with full real-time data access, and much more! *Also includes:* Tracking all backflow preventers, testers, testing companies, test kits & calibrations, etc. for annual certifications.

Base program is **tester funded** whereby testers pay \$9.95 per test submission entered online.

► 1-3 year contract: *Initial here* _____ *to accept Base Program for* _____ *years*

SAMPLE OPTIONS

Based on the quantities shown above. Other options are available

BASE PROGRAM ADDER: **Task funding:** Add \$10 to the test filing fee when past due _____ Invoice the utility \$10 each _____

► Send certified 3rd (Final) Test Due Notices at \$10 additional cost per test result filed after the test due date

OPTION #1: Tester funded & Certified Letters - *Initial here* _____ *to accept this option for* _____ *years*

► Includes BASE PROGRAM above **PLUS** all necessary 3rd notices (for non-compliant) will be sent via certified mail
 Testers pay (\$ 10.95ea) for entering test results online..... Purveyor Annual Cost\$ 0.00

OPTION #2: Tester funded & Revenue Generator - *Initial here* _____ *to accept this option at \$* _____ *for* _____ *years*

► Includes BASE PROGRAM above

EX: Testers pay (\$ 14.95ea) for entering test results online.....Estimated Purveyor Annual REVENUE \$ 30,000.00

Any amount can be used as a tester fee. The water purveyor selects the fee to be implemented. Amounts above our \$9.95 fee can be utilized to help cover other purveyor administrative costs and can be 'banked' or returned via check, funds transfer, or similar to the water purveyor monthly, quarterly, or annually. Can be utilized on Base Program, Option #1, or other options

OPTION #3: Utility & Tester funded - *Initial here* _____ *to accept this option for* _____ *years*

► Includes BASE PROGRAM above [Water purveyor pays \$5.00 for each test result entered. – invoiced monthly]

Testers pay (\$ 4.95ea) for entering test results online.....Estimated Purveyor Annual Cost \$ 30,000.00

OPTION #4: Utility funded - *Initial here* _____ *to accept this option for* _____ *years*

► Includes BASE PROGRAM above [Discounted to a \$9.50ea fee when paid monthly via check or EFT]

Testers pay (\$ 0.00ea) for entering test results online.....Estimated Purveyor Annual Cost \$ 57,000.00

Mailed Surveys: *Initial here to accept* _____ *and to be invoiced \$1.00 x water customer quantity (minimum of 500 per mailing for this rate)*

Post card mailed and tracked by Aqua Backflow. Surveys are entered online at TrackMyBackflow.com... \$ 1.00 ea

Free easy-access survey questionnaire online is included. Customers without a computer can simply call us to complete the survey

Costs and revenues are estimated and are based on the quantity of tests entered each month

Notes:

* Other than what is noted on this page, there are no start-up, program, registration, tester, or filing fees.

* Purveyor-owned backflow preventers do not incur any data entry filing fee.

Aqua Backflow recommends Base Program or Options #1 - #2, as your annual cost will never change. Realize that any utility-funded program may see an increase in costs as more backflow preventers are found and placed into the system

COMMERCIAL IRRIGATION INSPECTION AND AUDIT PROGRAM

Population: 103,400

Total Commercial Irrigation: 1,300

Annual Audits/Inspections: 433

► **BASE PROGRAM:** Purveyor Annual Cost\$ 0.00

BASE PROGRAM includes: Audit Due notification, Audit Due Reminder notification, creation of database, software, maintenance, secure online water purveyor dashboard with full real-time data access, and much more! *Also includes:* Tracking all irrigation systems, controllers, heads, etc., auditors, auditor companies, auditor certifications, etc.

Base program is **auditor funded** whereby auditors pay \$24.95 per audit submission entered online.

► 3 – 5 year contract: *Initial here* _____ *to accept Base Program for* _____ years

SAMPLE OPTIONS

Based on the quantities shown above. Other options are available

BASE PROGRAM ADDER: Task funding: Add \$10 to the audit filing fee when past due _____ Invoice the utility \$10 each _____

► Send certified 3rd (Final) Test Due Notices at \$10 additional cost per audit filed after the audit due date

OPTION #1: Auditor funded & Certified Letters - *Initial here* _____ *to accept this option for* _____ years

► Includes BASE PROGRAM above **PLUS** all necessary 3rd notices (for non-compliant) will be sent via certified mail

Auditors pay (\$ 26.95ea) for entering audit results online..... Purveyor Annual Cost\$ 0.00

OPTION #2: Auditor funded & Revenue Generator - *Initial here* _____ *to accept this option at \$* _____ *for* _____ years

► Includes BASE PROGRAM above

EX: Auditors pay (\$ 29.95ea) for entering audit results online.....Estimated Purveyor Annual REVENUE \$ 2,165.00

Any amount can be used as a tester fee. The water purveyor selects the fee to be implemented. Amounts above our \$19.95 fee can be utilized to help cover other purveyor administrative costs and can be 'banked' or returned via check, funds transfer, or similar to the water purveyor monthly, quarterly, or annually. Can be utilized on Base Program, Option #1, or other options

OPTION #3: Utility & Auditor funded - *Initial here* _____ *to accept this option for* _____ years

► Includes BASE PROGRAM above [Water purveyor pays \$10.00 for each audit result entered...invoiced monthly]

Auditors pay (\$ 14.95ea) for entering test results online.....Estimated Purveyor Annual Cost \$ 6,473.35

OPTION #4: Utility funded - *Initial here* _____ *to accept this option for* _____ years

► Includes BASE PROGRAM above [Discounted to a \$24.50ea fee when paid monthly via check or EFT]

Auditors pay (\$ 0.00ea) for entering test results online.....Estimated Purveyor Annual Cost \$ 10,608.00

OR

OPTION #5: Pay a one-time development fee of \$18,000.00 with 50% upfront and balance due upon completion. If selecting this option, the software remains the property of Aqua Backflow and is to be utilized by the City of Allen at no cost.

If chosen, initial here _____ *to accept this option with the standard Base Program filing fee of \$9.95 each.*

...Options from above:

Option #1a: Auditors would pay \$11.95 per audit submission

Initial here _____ *to accept this option for* _____ years

Option #2a: Auditors would pay () per audit submission

Initial here _____ *to accept this option for* _____ years

Option #3a: Auditors pay \$4.95 and City pays \$5.00 per audit

Initial here _____ *to accept this option for* _____ years

Option #4a: Auditors pay \$0.00 and City pays \$9.50 per audit

Initial here _____ *to accept this option for* _____ years



CONTRACT

Cross Connection Control Program and/or Commercial Irrigation Audit Program

This agreement is made this December 8, 2020 by and between, and shall be binding upon, the City of Allen, TX herein after referred to as (the “Purveyor”) and Aqua Backflow, Inc, an Illinois corporation licensed throughout the U.S. (the “Contractor”).

Witnesseth that in consideration of the mutual promises of the parties delineated in the Contract Documents (attached hereto and made a part hereof), and herein, the Contractor agrees to provide services and the Purveyor agrees to pay at a minimum, every 30 days (if applicable) for the following described items and the management of the program as set forth in the Contract Documents:

Provide labor, software/data input, software maintenance, and management services as necessary to complete cross connection control data management, backflow preventer & tester tracking, and public education for a Cross Connection Control and/or Irrigation Program. Purveyor costs and specific program details are to be determined by the attached documents.

Simply initial the selected Option(s) on pages 16 and/or 17 of the proposal and fill in the term (years) of the contract. Then, complete & return this contract along with proposal pages 16/17.

1. This contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
 - A. Cross Connection Control Program Services dated August 26, 2020 with December 8, 2020 edit.
2. The Purveyor agrees to pay, and the Contractor agrees to accept as full payment for the work described, which is the subject matter of this contract, in accordance with the provisions of the Local Government Prompt Payment Act or any other applicable State or Federal Regulation regarding the payment of Local Government Contractual expenses and the provisions of the Contract Documents.
3. Risk of loss, destruction, or damage of or to goods under this Contract shall be assumed by the Contractor until acceptance of the goods and services by the Purveyor. All data obtained by Aqua Backflow on behalf of or from the Purveyor remains property of the Purveyor.
4. The Contractor represents and warrants that it will comply with all applicable Federal, State, and local laws concerning prevailing wage rates regarding the services provided under this Contract and all Federal, State, and local laws concerning equal employment opportunities.

5. This Contract represents the entire understanding between the parties and supersedes any contracts, agreements or understandings (oral or written) of the parties, with respect to the subject matter hereof. In the event of any conflict between the terms and conditions set forth in this agreement and the terms and conditions set forth in any Contract Documents annexed hereto, the terms and conditions of this Contract Documents shall govern. No term of this Agreement may be amended except upon written agreement of both parties.
6. Contract will be automatically renewed until thirty (30) days written notice via registered and certified U.S. Mail is received by either party in reference to contract cancellation. Terms may be renegotiated after initial contract expiration and annually thereafter. All notices shall be in writing and shall be deemed given when received or refused, to the parties at the following addresses:

If to Contractor:

*Aqua Backflow, Inc.
977 Elizabeth Street
Elgin, IL 60120*

If to Purveyor:

*City of Allen
305 Century Parkway
Allen, TX 75013*

7. Aqua Backflow shall receive \$1,500 from the Purveyor if the Purveyor elects to terminate the Cross Connection Control Program contract within the first year after implementation for any reason other than lack of performance by the contractor. \$18,000 from the purveyor if the Purveyors elects to terminate the Commercial Irrigation Audit Program within the first 2 years of implementation. These reimbursements defray start-up costs
8. Where the terms of this contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding.
9. Purveyor acknowledges that the services provided by Contractor are intended to assist the Purveyor in implementation and management of Purveyor services. Purveyor agrees that it does hold Contractor harmless and releases Contractor of any claims of any kind or nature whatsoever related to any incident or injury resulting from any act or omission not caused by Contractor. Further Purveyor does hereby release Contractor from any claims asserted by Purveyor or any third party on behalf of Purveyor related to any injury to property or person resulting from an event or occurrence alleged to be caused by any act or omission of Contractor, including but not limited to backflow incidents, latent or non visible cross connections, third party damage or the acts or omissions of third parties.

10. The failure of either party to insist upon strict compliance with any term of this Agreement in any one or more instances will not be deemed to be a waiver of its rights to insist upon such strict compliance with respect to any subsequent failure. If any term of this Agreement is declared invalid or unenforceable by a court or other body of competent jurisdiction or any arbitrator, the remaining terms of this Agreement will continue in full force and effect.
11. In any dispute resolution or suit filed between the parties in connection with this Agreement, the prevailing party will be entitled to recover its' reasonable attorney's fees and costs in such proceeding from the other party.

IN WITNESS WHEREOF, the City of Allen, by _____
name

_____, _____
title
of the City of Allen, and the Contractor have hereunto set their hands this 8th day of December, 2020.

Signed this 8th day of December, 2020.

Aqua Backflow, Inc
An Illinois Corporation

By: 
John Skirmont, President

Accepted this _____ day of _____, 20____.

The City of Allen, Texas

By: _____

Printed Name: _____

Position/Title: _____

ATTEST:

By: _____

Printed Name: _____

Position/Title: _____

Backflow Preventer or FOG Tracking Compliance at absolutely no cost to you – NOTHING!

*minimum quantity required

- Is your Cross Connection Control or FOG Program suffering due to lack of funding?
- Is your staff already overworked because of a manpower freeze or reduction?
- Have you always known the requirements for a CCC or FOG program but never had \$?

WHAT ARE YOU WAITING FOR?

Public and Staff Education included

Ordinance and Policy Review

Consultations

Training

Site Inspections

Educational Brochures

Web-Based CCC Programs

Unique User Online Dashboard

Simple Online Forms

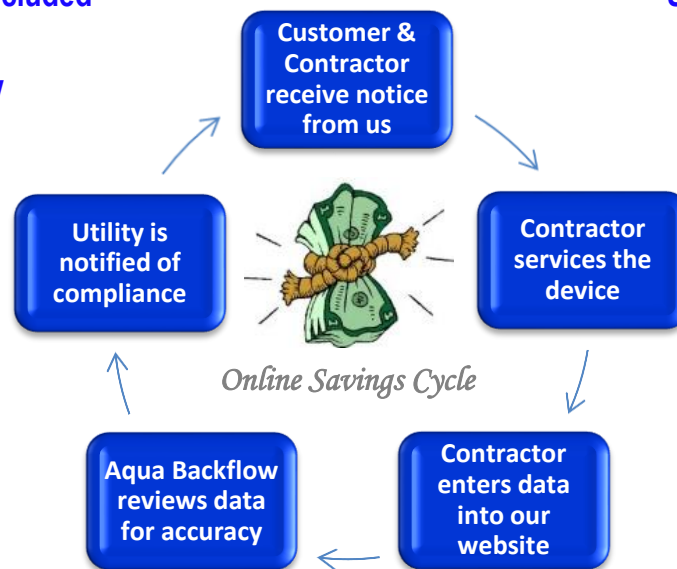
Easy Access

Eco-Friendly

Tester-Friendly

Secure Data Protection

Web-Based FOG Programs



NO SOFTWARE TO BUY
NO SOFTWARE UPGRADES
NO ANNUAL SOFTWARE FEES
NO PAPERWORK TO FILE
NO OFFICE STAFF REQUIRED

NO HEALTH BENEFITS TO PAY
NO PENSION BENEFITS TO PAY
NO VEHICLE TO PURCHASE
NO FUEL TO PAY FOR
NO POSTAGE COSTS

NO ENVELOPES OR LETTERHEAD
NO FORMS TO CREATE
NO ONGOING EDUCATION COSTS
NO LICENSING OR CERTIFICATION
NO

866-777-2124

Aqua Backflow, Inc

We increase our efficiencies, but NEVER our prices!

Lincolnshire, Village of



Backflow Prevention Assembly Test and Maintenance Report

Customer Information

Name Village of Lincolnshire Water Customer
Contact
Address 34 COLDSTREAM CIR
 LINCOLNSHIRE, IL 60069
Residential ☒ **Non-Residential** ☐

Assembly Information

Type RP **Model** 009QT
Size 1 **Serial#** 25246
Manufacturer Watts **Hazard** LawnIrrigation
Location Crawlspace
Hazard ID 3414017

Assembly Test Report

Initial Test		
Check Valve #1	Check Valve #2	Relief Valve
8.6	8.2	4.8
<input checked="" type="checkbox"/> Closed Tight	<input checked="" type="checkbox"/> Closed Tight	<input checked="" type="checkbox"/> Opened
<input type="checkbox"/> Leaked	<input type="checkbox"/> Leaked	<input type="checkbox"/> Did Not Open

Final Test		

Repairs and Notes: Device moved to outside, west side of house

Tester Information

The backflow prevention assembly detailed on this form has been tested and maintained as required by codes and regulations, is certified to be true & accurate, and is operating within acceptable parameters at time of testing. * Only Manufacturer's replacement parts have been used. **Test records must be kept for a minimum of three years

Tester Name Bruce DeHoog - Arrow Plumbing, Inc.
Tester License Expiration 05/31/2020
Certification # XC3187
Test Kit Mfr & Mod # Watts TK-99E
Serial # TG04162013
Company Arrow Plumbing, Inc.
Address 547 North Ave
 Libertyville, IL 60048-
Phone (847)549-9600

PASS

Test Date: 08/02/2019
Date Submitted: 08/08/2019

Cross Connection Control (Backflow) Program

Warrenville, IL – The City of Warrenville has elected to move forward with an eco-friendly online cross connection control (backflow preventer) tracking program. The Illinois Environmental Protection Agency (IEPA) requires every water supplier to develop and implement a comprehensive cross connection control program for the elimination of existing cross connections and prevention and protection from all future cross connections.

Backflow preventers may be found at any number of locations on your water systems. Typically, most commercial customers will have backflow preventers just after the water meter and also on wet fire protection systems. They may also have lawn irrigation systems which require backflow protection. Note too, that there may be other water connections throughout commercial or industrial facilities that also require backflow protection.

Residential backflow preventers may exist or be required on lawn irrigation systems, wet fire protection systems, hot water heating (boiler) systems, swimming pool fills, water features, etc. Backflow preventers may also be required if there is another water source on the site such as a well, pond, river, etc.

Backflow preventers are the property of the water customer and the responsibility lies with the customer for annual testing and maintenance. The water customer must contract with a licensed tester to perform the required annual tests. Most local plumbers are certified to test backflow preventers.

The contractor hired to implement and oversee Warrenville's backflow program is the specialized firm of Aqua Backflow, located in nearby Elgin. Aqua Backflow can be reached at 847-742-2296 with any questions. Warrenville's Public Works can be reached at 630-836-3051

The Warrenville Cross Connection Control Program is designed to safeguard public health. We ask for your cooperation with our program, its enforcement, and any requests for information that come from Aqua Backflow or City staff.

Cross Connection Control Notice:

LAWN SPRINKLERS – Federal, state, and local regulations require every municipal water supplier to develop, implement, and maintain a comprehensive Cross Connection Control program designed to safeguard the public water supply.

Cross connections are sometimes protected by a valve called a backflow preventer. Backflow preventers are the property of the water customer and the responsibility lies with the customer for required annual testing and maintenance. The water customer must contract with a licensed tester to perform the required annual tests and any necessary repairs. Most plumbing contractors and irrigation firms are certified to test backflow preventers. Please realize that there are costs associated with testing and maintaining backflow preventers.

Backflow preventers may be found at any number of locations on your water systems. Typically, commercial & industrial customers will have backflow preventers just after the water meter and also on wet fire protection systems. Lawn irrigation systems or other water connections throughout their facilities may also have or require backflow protection.

Residential backflow preventers may be found on lawn irrigation systems, wet fire protection systems, hot water heating (boiler) systems, swimming pool fills, water features, etc. Backflow preventers may also be found or required if there is another water source on the site such as a well, pond, river, etc.

Lawn sprinkler systems will be starting up soon. Plumbing Code and state regulations require that your backflow preventer be tested annually upon system start-up and/or when a backflow preventer is re-installed every season.

Aqua Backflow has been hired by your utility to assist with administering the backflow program. They specialize in cross connection control management. If you have or require backflow protection, you may be notified by them for compliance (testing, repairs, installations, inspections, or surveys). Aqua Backflow can be reached at 847-742-2296 with any questions. Aqua Backflow **does not** test, install, or repair backflow preventers.

Remember that Connection Control programs are designed to safeguard public health. We ask for your cooperation with our program, its enforcement, and any requests for information that come from Aqua Backflow or Utility staff.

Cross Connection Control Operations
977 Elizabeth Street
Elgin, IL 60120
PH: 847-742-2296
FAX: 847-214-9696
EMAIL: info@aquabackflow.com

Algonquin

SAMPLE



Backflow Prevention Assembly Test(s) Due

John Doe
123 Main St
Anytown, USA 60123

Site Id: 3061920
John Doe

123 Main St
Sample, WY 00000

Notice Date: 06/30/2015

Dear Sir/Madam:

As required by Federal, State, and Local regulations, the Village of Algonquin enforces its Cross Connection Control Program to keep our drinking water safe. Backflow preventer(s) currently located on your water system must be tested regularly.

It is the responsibility of the water customer to hire a licensed and/or certified backflow tester. Most plumbing contractors are licensed to perform these services.

**** A list of testers is available under the "Resources" tab at TrackMyBackflow.com ****

Immediately after testing your backflow preventer(s), your tester must enter the test results through the website of TrackMyBackflow.com. Be sure to pay your tester promptly, so he/she does not "hold" your test(s) due to non-payment. Late data entries may result in you receiving a non-compliance letter from us.

If you have questions about the program, please contact Aqua Backflow by emailing info@AquaBackflow.com or calling 847-742-2296. Aqua Backflow was hired by the Village to assist with Cross Connection Control operations. Your Village of Algonquin contact is Andrew Warmus, Utilities Superintendent at 847-658-2754 x 4420.

Thank you for your cooperation.

<u>Hazard ID</u>	<u>Test Due</u>	<u>Size</u>	<u>Model</u>	<u>Serial</u>	<u>Service/Location</u>
3403021	07-31-2015	1	800M4	657078	Please Identify / Please identify location

Last tester on record: ABC Testing, 847-742-2296

Cross Connection Control Operations
977 Elizabeth Street
Elgin, IL 60120
PH: 847-742-2296
FAX: 847-214-9696
EMAIL: info@aquabackflow.com

Algonquin



Backflow Prevention Assembly Test(s) Due - FINAL NOTICE -

John Doe
123 Main St
Anytown, USA 60123

Site Id: 3061920
John Doe

123 Main St
Sample, WY 00000

Notice Date: 06/30/2015

**Previous Notice Sent:
05-27-2015**

Dear Sir/Madam:

The Village of Algonquin enforces its Cross Connection Control Program to keep our drinking water safe. Backflow preventer(s) currently located on your water system must be tested regularly.

**You were previously notified of your obligation to have the backflow preventer(s) tested at your site.
To date, we have not received confirmation of successful tests being performed.**

It is the responsibility of the water customer to hire a licensed and/or certified backflow tester. Most plumbing contractors are licensed to perform these services. A list of testers is available under the "Resources" tab at TrackMyBackflow.com.

Immediately after testing your backflow preventer(s), your tester must enter the test results through the website of TrackMyBackflow.com. Be sure to pay your tester promptly, so he/she does not "hold" your test(s) due to non-payment. Late data entries may result in you receiving a non-compliance letter from us.

You have 15 days from the date of this letter to fulfill your obligation. If compliance is not met, your Utility may take further action, which may include penalties, fines, or termination of your water supply.

If you have questions about the program, please contact Aqua Backflow by emailing info@AquaBackflow.com or calling 847-742-2296. Aqua Backflow was hired by the Village to assist with Cross Connection Control operations. Your Village of Algonquin contact is Andrew Warmus, Utilities Superintendent at 847-658-2754 x 4420.

Thank you for your cooperation.

<u>Hazard ID</u>	<u>Test Due</u>	<u>Size</u>	<u>Model</u>	<u>Serial</u>	<u>Service/Location</u>
3403021	07-31-2015	1	800M4	657078	Please Identify / Please identify location

Last tester on record: ABC Testing, 847-742-2296

Aqua Backflow, Inc
Cross Connection Control Operations
977 Elizabeth Street
Elgin, IL 60120

Ph: 847-742-2296
Email: info@aquabackflow.com

'Nicer' verbiage Test Due



Backflow Prevention Assembly Test(s) Request

John Doe
123 Main St
Anytown, USA 60123

Site Id: 3061920
John Doe

123 Main St
Sample, WY 00000

Notice Date: 06/30/2015

Dear Water Customer:

Our records indicate that your backflow preventer test anniversary date is approaching. As required by federal, state, and local regulations, backflow preventer(s) located on your water system should be tested regularly. Citizens Energy Group utilizes its Backflow Prevention and Cross Connection Control Program to keep our drinking water safe.

The responsibility lies with you to hire a licensed/certified backflow tester. Most plumbing contractors are licensed to perform these services. A tester list is available under the "Resources" tab at TrackMyBackflow.com.

After testing your backflow preventer(s), the tester enters the results on TrackMyBackflow.com. The tester also pays your \$9.95 per device filing fee. Please be sure to pay your tester promptly, so he/she does not hold your test(s) due to non-payment. Your test submission status can be viewed under the *Resources* tab at www.TrackMyBackflow.com. Click *My Backflow* and enter the requested information.

Be aware that if testing is not performed, Citizens may take further action. Actions may include penalties, fines, or possibly even termination of your water supply.

Contact Aqua Backflow with questions by emailing info@AquaBackflow.com or calling 847-742-2296. Aqua Backflow was hired by Citizens to assist with Cross Connection Control program operations, but does not test, repair, or install backflow preventers. General information about the backflow prevention program may be found on Citizens' website at www.citizensenergygroup.com.

Thank you for your cooperation.

<u>Hazard ID</u>	<u>Test Due</u>	<u>Size</u>	<u>Model</u>	<u>Serial</u>	<u>Service/Location</u>
3403021	07-31-2015	1	800M4	657078	Please Identify / Please identify location

Last tester on record: ABC Testing, 847-742-2296



Protecting your water supply from contamination

977 Elizabeth Street, Elgin, IL 60120 (847) 742-2296 (847) 214-9696 fax

www.AquaBackflow.com

Backflow Assembly - Permanent Removal Form

If you have questions about the Utility's Cross Connection Control and Backflow Prevention Program, contact Aqua Backflow. Aqua Backflow was hired by your Utility to assist with operations. You may contact us at 847-742-2296 or info@aquabackflow.com.

Please complete and return this form, with photo evidence, to the mailing address, fax number, or email above within 30 days. This form must be signed by the water customer. It is recommended that you consult with and/or hire a licensed plumber or professional irrigation company. A representative from the Utility may, at their discretion, perform an on-site inspection after the form and supplemental photos have been submitted.

Site Address _____ City _____ State _____ Zip _____

Device Mfr. _____ Model _____ Size _____ Serial No. _____ Serves _____

1. IS THE BACKFLOW ASSEMBLY STILL ON THE WATER LINE?

☐ YES ☐ NO

If the backflow device is on the water line and is connected to the water supply, it must be tested annually even if the water has been turned off.

2. IF THE BACKFLOW ASSEMBLY HAS BEEN TAKEN OFF THE WATER LINE, WHERE IS THE VALVE NOW?

☐ IN STORAGE ☐ DESTROYED ☐ OTHER _____

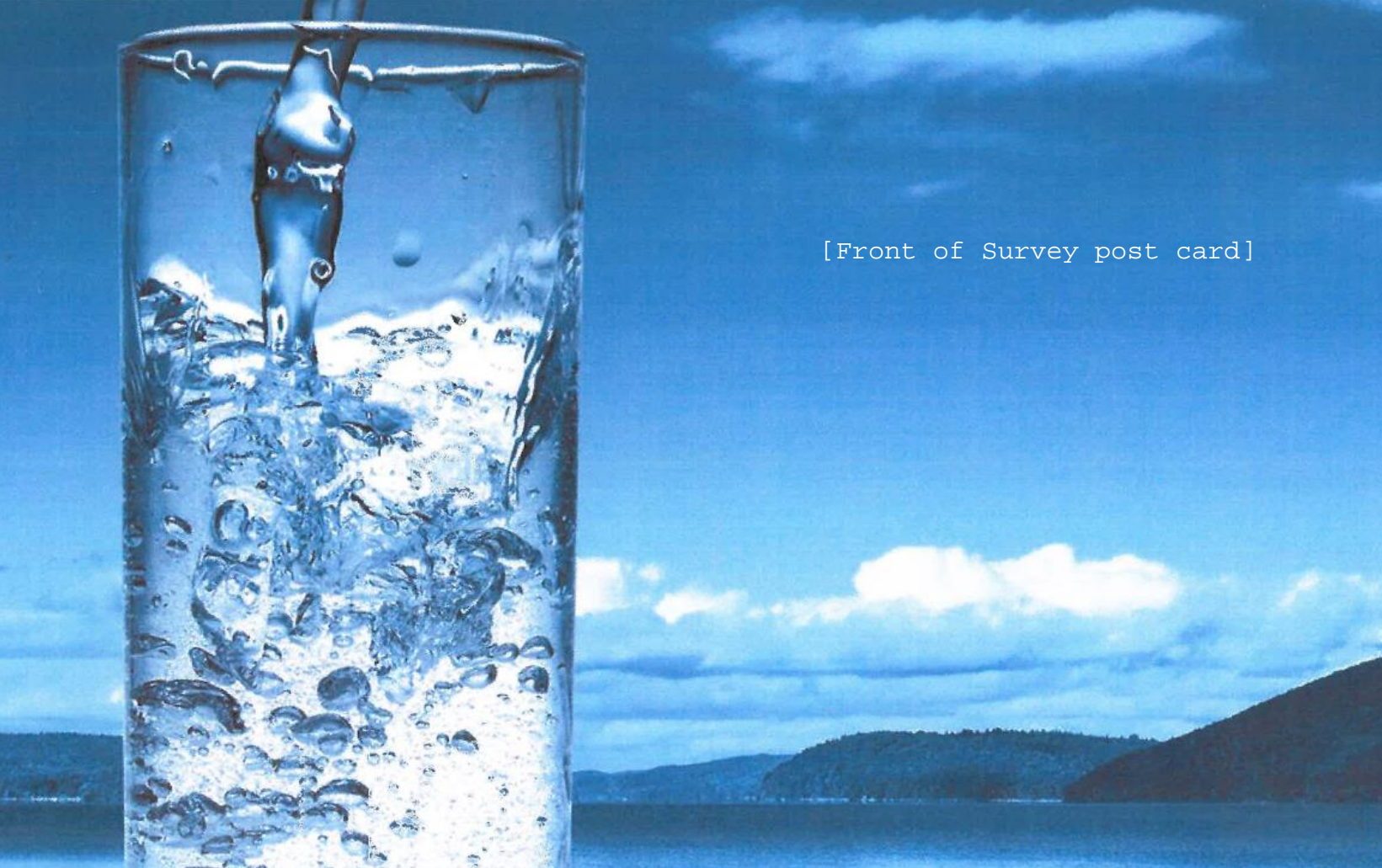
Photos must be included with the submission of this form. Please take a photo depicting that the backflow assembly has been removed and there is physical disconnection between the irrigation system & the water supply. Please also photograph the permanent cap at the water source, showing that there is no pipe dead-end, per code.

Water Customer's Printed Name _____ Water Customer's Signature _____ Date Signed _____

I, the Water Customer, hereby certify that, to the best of my knowledge, the information contained hereon is accurate and true. No cross connections or conditions that may potentially permit the backflow of contaminants and/or pollutants from the Water Customer's piping system into the public water distribution system are present. Piping systems within the Water Customer's premises shall conform in all respects to the latest revision of Administrative & Plumbing Codes, the AWWA Cross Connection Control and Backflow Prevention M-14 Manual, other state regulatory agencies, and the Cross Connection Control Regulations of the Water Utility. I have received information about the requirements to prevent backflow from occurring from the Water Customer's piping systems and understand that I am responsible for illegal cross connections that may result from modifications to the Water Customer's piping systems after the date of this completed form. I agree to indemnify and hold harmless the Utility and/or Aqua Backflow for any claims of property damage, personal injury, or death that may result from any illegal cross connection from my piping system to the public water distribution system. I understand that the Utility may, at their discretion, remove the water meter.

OFFICIAL USE ONLY:

☐ Received by ABF Date _____ ☐ Received by Utility Date _____
☐ Entered into database Date _____ ☐ Entered into database Date _____



[Front of Survey post card]



Village of Oak Park
201 South Blvd
Oak Park, IL 60302

[Back of Survey post card]

WATER USE SURVEY

- Cross Connection Control Program -

The Village of Oak Park proudly supplies millions of gallons of safe, clean water every day to our customers. Our water quality meets or exceeds the standards established by United States Environmental Protection Agency (EPA) and Illinois Environmental Protection Agency (IEPA) Regulations.

Per the IEPA, we must perform a “survey” of all water customers every other year to help protect our water systems. This is NOT an optional survey.

Our program management firm of Aqua Backflow has helped us with our green initiative and created an eco-friendly online survey form for you to complete. It takes only a few moments and there is no cost to you.

Please visit TrackMyBackflow.com within 30 days. Click on the Forms tab. Click Water Use Survey. Enter your Site ID # «Site ID» and complete the questionnaire.

If you have any questions or are unable to complete online, please contact Aqua Backflow at 847-742-2296 or info@aquabackflow.com.

THANK YOU for your cooperation and assistance in keeping our water safe!

CURRENT OCCUPANT OR

«Contact»

«Company»

«Address»

«City», «State» «Zip»

SITE ADDRESS: «Address»

EPA requirements, State Plumbing Codes, the Department of Natural Resources, the Department of Environmental Protection, etc **ALL** have requirements regarding the safety of the water that you supply to your residents & businesses in your city, town, village, county, township, re-seller, water authority, etc.

...public water users must have their sites inspected...existing backflow assemblies must be tested annually by a licensed tester... an approved cross connection control program shall be in place...

Aqua Backflow

Municipalities, Townships, Cities, Villages, Counties, Public Water Districts, Public Water Suppliers, Military, etc ...Serving all businesses & residents!

Aqua Backflow includes the expertise of licensed Cross Connection Control Inspectors, Testers, and Program Managers with decades of backflow experience, an ongoing continuing education program, as well as a fully trained support staff. The Department of Public Health, the Environmental Protection Agency (EPA), and several State organizations oversee our licensing.

Aqua Backflow experts have the knowledge, up-to-date computer software, experience, and GPS tracking to implement a Cross Connection Control and/or F.O.G. Program to meet your specific needs. Let us customize a program to work within your budget and compliment your existing program, or implement a new program for you.

- Management Services –
Web Based Programs Available
- Consultations - Mailings –

Call us for a free consultation!

Proudly serving Water Utilities and the Military around the globe



Aqua Backflow

977 Elizabeth Street
Elgin, IL 60120
Phone (866) 777-2124
Fax (866) 777-2125

www.AquaBackflow.com
www.BackflowCases.com

www.TrackMyBackflow.com
www.TrackMyFOG.com

Aqua Backflow

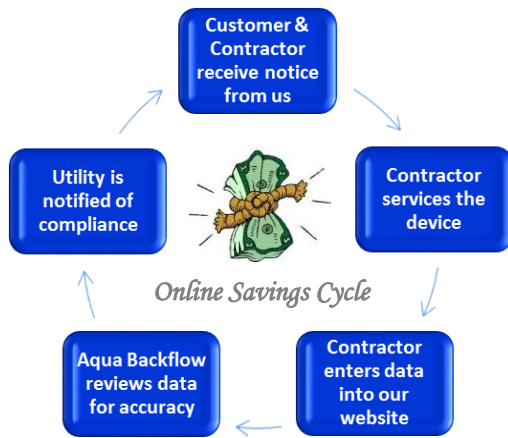
Protecting your water supply from contamination.

CROSS CONNECTION CONTROL & F.O.G. MANAGEMENT SERVICES

- ▶ **ORDINANCE REVIEW**
- ▶ **CONSULTATIONS**
- ▶ **PUBLIC EDUCATION**
- ▶ **BROCHURES**
- ▶ **MAILED SURVEYS**
- ▶ **SITE INSPECTIONS**
- ▶ **CUSTOMIZED MAILERS**
- ▶ **COMPLIANCE TRACKING**
- ▶ **WEB BASED PROGRAMS**
www.TrackMyBackflow.com
www.TrackMyFOG.com



TrackMyBackflow.com



**\$30 a month for online
Backflow or FOG tracking!**

Aqua Backflow

**FILLING A NEED TO PROTECT
OUR WATER SUPPLIES**

Are you experiencing:

- Budget Cuts?
- Staffing Reductions?
- Lower Revenue?
- Computer Hardware/Software Issues?
- Stacks of Paperwork on your desk?

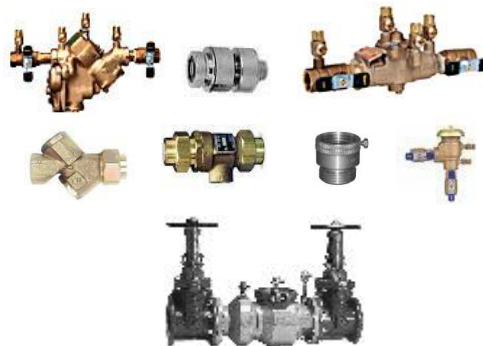
**Let our online programs lighten
your work load *and* create a new
revenue stream for you!**

**Low-cost programs with
high-end results.**

History has shown that our pricing structure is extremely competitive and will cost you less than in-house!

**Do you have the pictured
assemblies throughout
your community?**

Are you tracking them?



***...If not,
you should be!***

What is a Cross Connection?

A cross connection is any connection between a potable (drinking) water supply system and any source of “non-potable” or “non-drinkable” liquid, solid, or gas. Under certain circumstances, a “non-drinkable” substance could either be pulled or pushed into the drinking water supply. This is called backflow.

Backflow can reverse the flow of water or other substances into the public or private water system, resulting in chemicals or contaminants getting into the drinking water. In other words, the water is flowing in the opposite direction from what it is intended.

Testimonials:

It is my opinion that the entire staff at Aqua Backflow has been very professional and your company has been doing an outstanding job for us. I personally would recommend your company to anyone looking for your services.

...Very good reports, told us exactly what we needed...more than expected.

It's absolutely delightful to call Aqua Backflow and get personalized assistance...

...we would recommend Aqua Backflow be used by every municipality to protect the health of their residents.

Just wanted to drop you a note to let you know how wonderful it is to deal with a company that has such good customer service.

Important information from the
City of Evansville regarding the safety
of your water supply!

Evansville Water Customer

Evansville's

Cross Connection Control Program

The City of Evansville proudly supplies millions of gallons of safe, clean water every day to our customers. Our water quality exceeds the standards established by the United States Environmental Protection Agency (EPA) and IDEM Regulations.

Congress established the Safe Drinking Water Act in 1974 to protect human health from contaminants in the drinking water.

The IDEM and Indiana Plumbing Codes require every water supplier to develop and implement a comprehensive cross connection control program for the elimination of all existing cross connections and the prevention of all future cross connections.

The Evansville Cross Connection Control Program is designed to safeguard public health. We ask for your cooperation with our program and its enforcement.

CBBP



Carbonated Beverage
Backflow Preventer

AVB



Atmospheric Vacuum
Breaker

The City of Evansville has contracted with *Aqua Backflow* to assist with the Water Utility's Cross Connection Control Program.

Aqua Backflow may contact you to request information, require a backflow test, or more. Your cooperation and courtesy is appreciated as we perform the required tasks for a complete cross connection control program. Please note that you may be asked to test or install backflow protection where needed in accordance to the State of Indiana Plumbing Code & IDEM Regulations

Let's keep our drinking water safe.

Aqua Backflow

977 Elizabeth Street

Elgin, IL 60120

Phone (866) 777-2124

Fax (866) 777-2125

www.AquaBackflow.com

www.TrackMyBackflow.com

For backflow stories, please visit

www.BackflowCases.com



Jeff Merrick

City of Evansville

Regulatory Compliance Officer

1500 Waterworks Rd

Evansville, IN 47720

(812) 428-0548

What is a Cross Connection?

Plumbing cross-connections are defined as actual or potential connections between a potable and non-potable water supply. This may cause a backflow condition or a serious health hazard to occur.

What is Backflow?

Backflow is when the water in your pipes (the pipes after the water meter) goes backwards (the opposite direction from normal flow).

There are two situations that can cause a backflow condition.

“Back Pressure” – a pressure greater than the supply pressure that may cause backflow.
(High-pressure boiler or pressure washer)

“Back Siphonage” – the creation of a backflow as a result of negative pressure.
(Water main break or use of fire hydrants)

Along with the required backflow preventers and their regular maintenance, site inspections or surveys may be performed at properties that present a potential hazard to our water systems:

* *External* (“site”, or “containment”) – to protect the City’s water supply from cross connections on the customer’s premises.

* *Internal* (“hazard”, or “isolation”) – to protect the customer from potentially hazardous cross-connection in their own system.



Dual Check w/vent



Reduced Pressure Zone



What is considered a potential hazard?

Cross-connections can occur at many points throughout a distribution system and a community's plumbing infrastructure. Cross-connections can be identified by looking for physical interconnections (or arrangements) between a customer's plumbing and the water system. Some examples of backflow incidents that occur are:

► Chemicals backflowing (backsiphoning) through a hose into indoor plumbing.

Over ½ of the nations cross-connections are from unprotected garden hoses!

► Carbonated water from a restaurant's soda dispenser entering a water system due to backpressure.

► Backsiphonage of chemicals from industrial buildings into distribution system mains.

► Backflow of boiler corrosion control chemicals into a building's water supply.



There are numerous, well-documented cases where cross-connections have been responsible for contaminating drinking water, and have resulted in the spread of disease.

The problem is a dynamic one, because piping systems are continually being installed, altered, or extended.

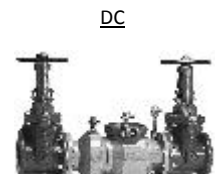


November, 2011 – Columbia, SC:

(WLTx) News19 anchor Andrea Mock discovered her home was missing an irrigation system backflow preventer after brown water ran through her tap. When DHEC came to test her water, they found an elevated level of 2, 4, D, an herbicide. Mock said, "As soon as I found out we didn't have this part, I called DHEC because I wanted to see what we had been drinking. And that test would only show what was in the water on that particular day. There's no telling what we might have consumed over the past five years. Without this part, anything we put on our grass had the potential to come into our water."



Pressure Vacuum Breaker



Double Check Valve

Did you know...

Your water can become contaminated if connections to your plumbing system are not properly protected!

The purpose of the local Cross-Connection Control Program, as required by State Plumbing Code and Regulations, is to ensure that everyone in the community has safe, clean drinking water.

Public Health & Safety....

To avoid contamination, backflow preventers are required by state plumbing codes wherever there is an actual or potential hazard for a cross-connection. The Wisconsin Department of Natural Resources requires all public water suppliers to maintain an on-going Cross-Connection Control Program involving public education, onsite inspections, and possible corrective actions by building owners if required.

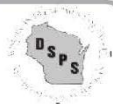
More Information

WI Department of Safety and Professional Services (formerly DOC)
www.dsps.wi.gov

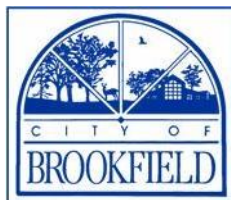
WI Department of Natural Resources
www.dnr.wi.gov

Environmental Protection Agency (EPA)
www.epa.gov

Cross-Connection Control / Backflow Prevention
www.AquaBackflow.com



Mark Simon
Water Superintendent
19700 Riverview Drive
Brookfield, WI 53045
(262) 796-6717



Drinking Water Information



City of Brookfield Water Utility
19700 Riverview Drive
Brookfield, WI 53045

SAMPLE

Residential Water User Cross-Connection Hazards

Bathrooms & Kitchens



We're All Connected.....

**Maintaining the integrity of your
public drinking water system.**

What is a Cross-Connection?

A cross-connection is an actual or potential connection between the safe drinking water (potable) supply and a source of contamination or pollution. State plumbing codes require approved backflow prevention methods to be installed at every point of potable water connection and use. Cross-Connections must be properly protected or eliminated.

How does contamination occur?

When you turn on your faucet, you expect the water to be as safe as when it left the treatment plant. However, certain hydraulic conditions left unprotected within your plumbing system may allow hazardous substances to contaminate your own drinking water or even the public water supply.

Water normally flows in one direction. However, under certain conditions, water can actually flow backwards; this is known as Backflow. There are two situations that can cause water to flow backward: back siphonage and backpressure.

Backsiphonage

May occur due to a loss of pressure in the municipal water system during a fire fighting emergency, a water main break or system repair. This creates a siphon in your plumbing system which can draw water out of a sink or bucket and back into your water or the public water system.

Backpressure

May be created when a source of pressure (such as a boiler) creates a pressure greater than the pressure supplied from the public water system. This may cause contaminated water to be pushed into your plumbing system through an unprotected cross-connection.

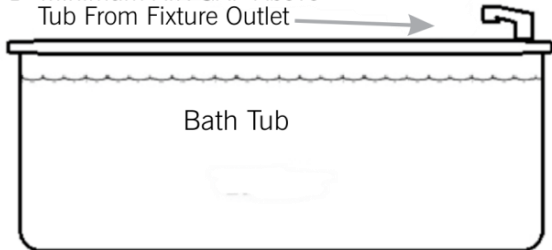
In the Bathroom - Hand Held Shower Fixture

The hand held shower fixture is compliant if:

- When shower head is hanging freely, it is at least 1" above top of the flood level rim of the receptor (tub)
- Complies with **ASSE#1014**
- Has the **ASME code 112.18.1** stamped on the handle



1" Minimum AIR GAP Above Tub From Fixture Outlet

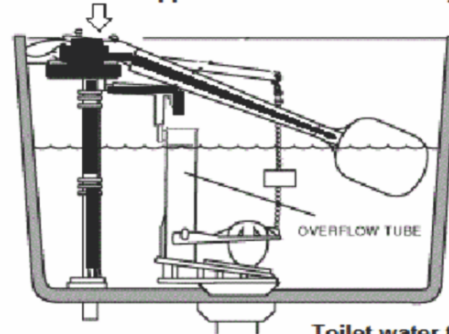


In the Bathroom - Toilet Tanks

There are many unapproved toilet tank fill valve products sold at common retailers which do not meet the state plumbing code requirements for backflow prevention.

- Look for the **ASSE #1002** Standard symbol on the device and packaging
- Replace any unapproved devices with an **ASSE #1002** approved anti siphon ball-cock assembly. Average cost is typically \$12 to \$22 at home improvement stores
- Verify overflow tube is one inch below critical level (CL) marking on the device

ASSE #1002 Approved Ball Cock Assembly



Toilet water tank

Insights to protect your drinking water

Do...

- Keep the ends of hoses clear of all possible contaminants.
- Make sure dishwashers are installed with a proper "air gap" device.
- Verify and install a simple hose bibb vacuum breaker on all threaded faucets around your home.
- Make sure water treatment devices such as water softeners have the proper "air gap", which is a minimum of one inch above any drain.

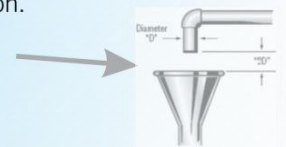
Hose bibb Vacuum Breaker



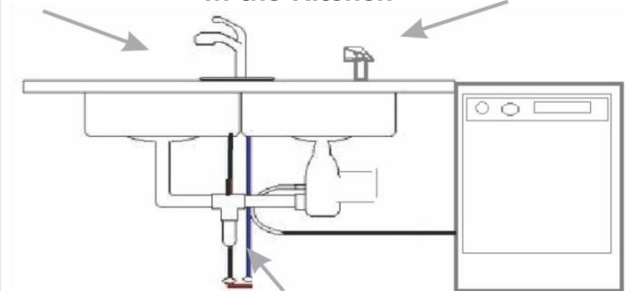
Don't...

- Submerge hoses in buckets, pools, tubs, sinks or ponds.
- Use spray attachments without a backflow prevention device.
- Connect waste pipes from water softeners or other treatment systems directly to the sewer or submerged drain pipe. Always be sure there is a one inch "air gap" separation.

Air Gap



In the Kitchen



Hoses and water treatment devices may create a potential backflow hazard if not properly isolated with backflow prevention methods.

What is a Cross Connection?

A cross connection is any connection between a potable (drinking) water supply system and any source of “non-potable” or “non-drinkable” liquid, solid, or gas. Under certain circumstances, a “non-drinkable” substance could either be pulled or pushed into the drinking water supply. This is called backflow.

Backflow can reverse the flow of water or other substances into the public or private water system, resulting in chemicals or contaminants getting into the drinking water. In other words, the water is flowing in the opposite direction from what it is intended.

Annual testing & reporting required:

Not allowed in Illinois



PVB/SVB



RP & RPDA



DC & DCDA

Annual testing not required:



Water purveyors around the globe have contracted with ***Aqua Backflow*** to manage the Water Utility's Cross Connection Control Program.

Aqua Backflow may contact you to request licensing information, ask for copies of certifications, ask for backflow test kit information, or more. Your cooperation is appreciated as we perform the required tasks for a complete cross connection control program. Please note that all test procedures and installations shall follow Federal, State and local Plumbing and Cross Connection Control Codes and regulations.

Let's keep our drinking water safe!

Aqua Backflow

977 Elizabeth Street

Elgin, IL 60120

Phone (847) 742-2296

Fax (847) 214-9696

Email: info@AquaBackflow.com

www.AquaBackflow.com

For backflow stories, please visit

www.BackflowCases.com

***For online backflow tracking,
Please register at and/or visit***

www.TrackMyBackflow.com

***For online Fats, Oils, and Grease
(FOG) tracking, please visit***

www.TrackMyFOG.com

Aqua Backflow's

TrackMyBackflow.com

CROSS CONNECTION CONTROL PROGRAM GUIDE

***This brochure may be used
as a procedural guide for:***

- Backflow testing companies
- Backflow testers
- Plumbing contractors
- Plumbers
- Office support staff

Backflow Prevention tracking over the internet

...why have you received this brochure?
***A water purveyor in your area has
elected to utilize our efficient and
Earth-friendly online backflow
tracking program.***

Please contact us for our
current customer list.

As required by the Safe Drinking Water Act, EPA Guidelines, State Codes, and Local Regulations:

...public water users must have their sites inspected...existing backflow assemblies must be tested annually by a licensed tester... an approved cross connection control program shall be in place...

In an effort to keep costs low, to be environmentally-friendly, and to be more efficient, water purveyors in your area have chosen to utilize our online backflow tracking program.



How the Process Begins:

Go to:

www.TrackMyBackflow.com

Register as a new backflow tester



Welcome to Track My Backflow

Once registered, you will receive a registration confirmation email within 24 business hours and a request for copies of your actual tester license/certification; test kit information; last test kit calibration certificate, etc.

Once all data has been received and verified, we will send you a user name and password. Then, proceed to TrackMyBackflow.com and log in.

Track My Backflow

User Name
Password
Login

Remember Me

☐

Now that you are logged in:

The Dashboard shows sites where your company is the last tester on record. **To add a new test:**

- 1) Select "Enter Test Results"
- 2) Locate your backflow preventer by entering the serial # and building #, OR the Hazard ID #, OR Site ID #.
 Houses represent sites
 Triangles represent hazard
- 3) Select "Add Test"
- 4) If device information is missing, complete the noted fields.
- 5) Complete the test form as you would any other. Fill in the initial test results, final test results will only apply to devices that were successfully repaired. Submit the data.
- 6) If you have more tests to enter, repeat steps 1 - 5. When finished, click My Company, Shopping Cart and highlight tests to be processed. You can pay for many tests at one time.
- 7) To cover costs of the program, a filing fee is often charged for test submissions. Tests are not considered "submitted" until they are paid for.
Contact us for a current price list.
- 8) Payment options include:
VISA * M/C * Discover * Debit
American Express * PayPal
Savings/Checking Withdrawal

Not computer savvy?

Let **Aqua Backflow** enter the data for you.
(a \$4 data entry fee is then required for each report)

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:	January 12, 2021
SUBJECT:	Authorize the City Manager to Execute a Service Agreement with Motorola Solutions for Hardware and Software Maintenance of the P-25 Trunked Radio System Utilized by Public Safety For a Total 5-Year Amount of \$1,434,073.
STAFF RESOURCE:	Eric Matthews, Director of Information Technology
PREVIOUS COUNCIL ACTION:	<p>On November 20, 2009, City Council Approved the Contract for Development and Implementation of Public Safety's New P-25 Trunked Radio System. This system has been Operational since June 2011.</p> <p>On September 11, 2018, City Council Approved the Joint Radio System agreement with the City of Plano to renew joint ownership and operation of the regional radio system.</p> <p>On October 9, 2018, City Council Approved an Interlocal Agreement between the City of Plano and Collin County to allow Collin County to join the regional joint radio system.</p>
ACTION PROPOSED:	Authorize the City Manager to Execute a Service Agreement with Motorola Solutions for Hardware and Software Maintenance of the P-25 Trunked Radio System Utilized by Public Safety For a Total 5-Year Amount of \$1,434,073.

BACKGROUND

In 1997 and 1998, the City of Allen partnered with the cities of Plano and Frisco to create a joint public safety radio system. In 2007, the cities were notified that Motorola would be phasing out technical support, service and parts for the original radio system.

In 2008, the City of Frisco notified the cities of Plano and Allen that it would be opting out of the shared radio system prior to it being upgraded. The cities of Plano and Allen worked with a consultant to develop a public safety radio system replacement plan. Additionally, the City of Allen put forth a bond package that was approved by the voters to fund the necessary upgrades to the public safety radio system.

Completed in June 2011, Motorola designed and implemented a new public safety radio system which included new radio consoles for the communications center, replacement or upgraded mobile/portable radios and new fire department alerting radios. The new system converted the analog system to a digital system.

Allen and Plano renewed their decade-long agreement for joint radio operations in 2018.

The joint radio system serves the needs of multiple entities including Collin County, Plano ISD, and various local cities that share operational costs. The shared services model provides a superior level of services and features, including radio system resiliency, at a lower cost compared to if Allen attempted to build a similar system by itself.

This five-year plan outlines the annual cost for the Allen portion of the service agreement. It provides the City with the software and hardware maintenance necessary to keep the public safety radio system operational and provides a predictable set of costs for five years to aid in budgeting and planning. Not only does this annual maintenance cover the radio transmission equipment at Rowlett Tower, it also covers the hundreds of Motorola radios used by public safety and general government staff. It also covers the automatic upgrade of equipment at the radio tower as older equipment ages and newer technology is available.

These maintenance and upgrade services are available only through Motorola.

BUDGETARY IMPACT

The City of Allen's annual cost documented in this agreement is included in the Information Technology departmental budget for Fiscal Year 2021. This agreement will help predict the ongoing cost increases over the next five years to properly manage the budgeting and expenditures.

STAFF RECOMMENDATION

Staff recommends that the City Council Authorize the City Manager to Execute a Service Agreement with Motorola Solutions for Hardware and Software Maintenance of the P-25 Trunked Radio System Utilized by Public Safety for a total 5-year amount of \$1,434,073.

MOTION

I make a motion to authorize the City Manager to Execute a Service Agreement with Motorola Solutions for Hardware and Software Maintenance of the P-25 Trunked Radio System Utilized by Public Safety for a Total 5-year amount of \$1,434,073.

ATTACHMENTS:

Contract

Sole Source letter



Maintenance Support and SUAII Purchase Agreement

Motorola Solutions, Inc. ("Motorola") and City of Allen ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the Maintenance support and SUA II services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through D will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	Statements of Work ("SOW")
Exhibit B-1	SUA II Statement of Work
Exhibit B-2	Maintenance Services Statement of Work
Exhibit C	Payment Schedule

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Confidential Information" means all information consistent with the fulfillment of this agreement that is (i) disclosed under this agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this agreement are considered Confidential Information. Confidential information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

"Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

"Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

"Motorola Software" means Software that Motorola or its affiliated company owns.

"Non-Motorola Software" means Software that another party owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.



“Services” means those installation, maintenance, SUA, support, training, and other services described in this Agreement.

“SUA” or “SUA II” means Motorola’s Software Upgrade Agreement program.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. The term of this Agreement begins on the Effective Date.

Section 4 SCOPE OF AGREEMENT AND TERM

4.1. SCOPE OF WORK. Motorola will provide the Services described in this Agreement and Exhibit B-1 and B-2.

4.2. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement is Five years, commencing on October 1, 2020.

4.3. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.4. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

4.5. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

4.6. INTRINSICALLY SAFE EQUIPMENT. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.7. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment to which the Services apply, which will be memorialized as Exhibit D.

4.8. All Equipment must be in good working order on the Effective Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.



4.9. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.10. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Addendum, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs Service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering its Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 CONTRACT PRICE, PAYMENT AND INVOICING

7.1 Customer affirms that execution of this Agreement is the only Notice to Proceed ("NTP") that Motorola will receive for the term of this Agreement and that a purchase order or NTP is not required for contract performance and that sufficient funds have been appropriated in accordance with applicable law. Customer will pay all proper invoices as received from Motorola solely against this Agreement. Upon execution of this Agreement, Customer will provide all necessary reference information to include on invoices for payment per this Agreement.

7.2 **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$1,434,073.00. Contract Price includes the Equipment, Software and Services provided under this Agreement and as defined in the Exhibits, excluding applicable sales or similar taxes and freight charges. Any change to the quantities or scope defined in the Exhibits may affect the overall Contract Price.

7.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer in advance of each payment period, according to Exhibit C and Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Invoices will be mailed or emailed to Customer pursuant to Section 7.3.1, Invoicing and Shipping Addresses. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

7.3.1. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Name: City of Allen
Address: 305 Century pkwy Allen TX. 75013
Phone: 214-509-4100



E-INVOICE. To receive invoices via email:

Customer Account Number: _____

Customer Accounts Payable Email: accounts payable@cityofallen.org

Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is: Name: Not Applicable

Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: Not Applicable

Address: _____

Phone: _____

Customer may change this information by giving written notice to Motorola.

7.4 INFLATION ADJUSTMENT. After the end of the first year service period in this Agreement, if any, during the Term of this Agreement, if the change in the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U) annual index for each Contract year results in an increase of three percent (3%), the price for the following year's services will increase by an incremental dollar amount per the following formula: Current year's maintenance price * (actual change in the CPI – 3 percentage points). The successive year's service will increase from this new baseline by the dollar amount as described in the Pricing Exhibit. This adjustment will be calculated 60 days prior to the 12th/24th/36th, etc. anniversary of the end of the last service period in this Agreement. It will be calculated based upon the CPI for the most recent twelve month increments beginning from the most current month available as posted by the U.S. Department of Labor. The price adjustment would fix the price for the following 12 months. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

7.5 FREIGHT, TITLE AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to the Software will not pass to the Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

Section 8 WARRANTY

8.1. SERVICE WARRANTY. Motorola warrants that is Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service.

8.2. EQUIPMENT WARRANTY. Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship for a period of ninety (90) days from the date of shipment.

8.3. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 8 that are applicable to the Motorola Software for a period of ninety (90) days from the date of successful installation of a software upgrade as described in Exhibit B-1.

8.4. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.



8.5. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

8.6. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

8.7. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 9 DEFAULT AND TERMINATION

9.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving written notice of termination to the defaulting party.

9.2. If a defaulting Party fails to cure the default as provided above in Section 9.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

9.3. Section Intentionally Left Blank.

9.4. **SUA upgrade payment requirement.** The SUA annualized price is based on the fulfillment of the two year SUA cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

Section 10 EXCLUSIVE TERMS AND CONDITIONS

10.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to these Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

10.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound to any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.



Section 11 CONFIDENTIALITY AND PROPRIETARY RIGHTS

11.1. **CONFIDENTIAL INFORMATION.** During the term of this Agreement, the parties may provide each other with Confidential Information, and will notify the other in writing when any confidential information is provided. Each party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction or pursuant to Texas Public Information Act or other applicable law; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and not grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by Alabama law and this Agreement.

11.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 12 INDEMNIFICATION

12.1. **GENERAL INDEMNITY BY MOTOROLA.** Motorola will defend, indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement except for Third Party Infringement Claims.

12.2. PATENT AND COPYRIGHT INFRINGEMENT.

12.2.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

12.2.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

12.2.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment



or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

12.2.4. This Section 12 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 12 are subject to and limited by the restrictions set forth in Section 13.

Section 13 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other governmental matters.

Section 15 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

15.1. **GOVERNING LAW.** This Agreement is governed by the laws of the State in which the Services are performed. Exclusive Venue for any action shall be in the state of federal courts situated in Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts.

15.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

15.3 **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.



15.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

15.5. CONFIDENTIALITY. All communications pursuant to subsections 11.2 and 11.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 16 GENERAL

16.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have



the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8 NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc. Attn: Motorola Law Dept Legal, Government Affairs & Corporate Communications 500 W Monroe, 43 th Floor Chicago, IL 60661	Customer Attn: <u>Eric Matthews</u> <u>City of Allen</u> <u>305 Century Pkwy</u> <u>Allen TX. 75013</u>
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16.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11. MATERIALS, TOOLS AND EQUIPMENT. All tools, equipment, dies, gauges, models, drawings or other materials paid for and utilized by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

16.12 FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

16.13 Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

16.14. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 4.3 (Motorola Software); Section 4.4 (Non-Motorola Software); if any payment obligations exist, Section 7 (Contract Price and Payment); Subsection 8.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 11 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: Wayne Wahlgren
Name: Wayne Wahlgren
Title: Services Director
Date: 12/7/2020

By: _____
Name: Eric Ellwanger
Title: City Manager
Date: 1/12/2020

Exhibit A Motorola Software License Agreement

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and City of Allen ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1 Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.



3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or



derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2. Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1. Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2. Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and



Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.



13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.



**Exhibit B
Statement of Work**

Continued on Next Pages



NICE Gold Maintenance without remote access

Overview

Motorola utilizes NICE equipment to provide a complete, reliable and robust solution for Customer audio recording requirements.

1.0 Description of Services

Motorola System Support Center (SSC) will initiate the Customer service request to NICE Systems, Inc. (NICE). NICE will deliver services identified in the NICE Gold Maintenance tables provided in this SOW. Post warranty services provided by NICE include phone coverage, on site support and hardware support for applicable NICE IP Logging Equipment integrated within a Motorola network or MCC 7500 console site.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1 Respond to request for post warranty support for the Restoration of a failed System.
- 2.2 Collect model, serial number information, customer name and customer contact.
- 2.3 Provide a case number.
- 2.4 Contact NICE support and provide them with customer, case number, model, and serial number information. NICE will contact the customer/field team and work the issue to completion.
- 2.5 Advise caller of procedure for determining any additional requirements.
- 2.6 Coordinate resolutions with agreed upon third party vendor.
- 2.7 Close the case once the NICE issue has been resolved.

3.0 Customer has the following responsibilities:

- 3.1 Contact Motorola System Support Center (SSC) to initiate a service request.
- 3.2 Provide model and serial number.
- 3.3 Provide a contact name and contact phone number.

4.0 NICE has the following responsibilities:

- 4.1 Provide repair return authorization numbers to Customer.
- 4.2 Provide services in accordance with Table 1, per the time zone where the equipment resides, Monday through Friday, excluding holidays, and within the normal response times.
- 4.3 Receive malfunctioning hardware from Customer and document its arrival, repair and return.
- 4.4 Perform the following service on NICE hardware:
 - 4.4.1. Replace malfunctioning components. NICE will use commercially reasonable efforts to repair or replace, in its discretion, any hardware found to be defective under normal and proper use and service during the contract period. An in-coverage unit will be repaired and returned at no charge except for under the following conditions:
 - (1) The unit has been modified or damaged due to improper packaging; or
 - (2) If a unit is received for repair and found operable in accordance with current NICE standards, it will be classified as "no trouble found" and it will be returned in the same condition in which it was received.

- 4.5 Coordinate any repair activity with Motorola and Customer to ensure resolution
- 4.6 On site reporting the NICE service provider (SP) will:
 - 4.6.1. Arrive at the Customer site and go directly to the Customer contact
 - 4.6.2. When SP is ready to leave, notify the Customer contact
 - 4.6.3. Provide verbal reports to the Customer contact on all work complete and in progress by NICE
 - 4.6.4. Sign out and leave with the Customer contact a visit report of the work accomplished by NICE and the outstanding issues
- 4.7 Provide to the Customer contact within one (1) week of the on site visit a follow-up report on any outstanding issues
- 4.8 Contact Motorola System Support Center to close the case
- 4.9 Perform services according to NICE service priorities

Table 1

This option is available to customers where the location of the equipment is within 4-hour drive time to most major metropolitan areas (identified at the time of purchase).				
Support Coverage	Twenty-four (24) hours, seven (7) days per week			
Call Back Response Time	Sixty (60) minutes after receipt of call from authorized representative			
On-Site Response Time for Priority 1 Service Issues	Four (4) hours			

Gold Available within a 4 Hour Drive Time	Priority 1	Priority 2	Priority 3	Priority 4
Phone Availability	24*7	24*7	24*7	24*7
Support Coverage	24*7	24*7	24*7	24*7
Call Back Response Time	60 minutes	120 minutes	24 hours	24 hours
On Site Response Times*	4 hours	24 hours	48 hours	48 hours

**On Site Response Time are in effect following the determination that on site support is required. Repair parts are shipped overnight, unless otherwise pre-arranged. The arrival of the technician and the shipped parts will be coordinated to coincide.*

Priority 1 – Critical Failure – In a 100% recording environment, any failure of equipment, NICE software or communications to the NICE products which results in loss of recording channels or data, or if allowed to persist will result in such recording loss.

Priority 2 – Major Problem – Any problem resulting in loss of ability to retrieve calls or loss of replay functionality for two or more workstations.

Priority 3 – Product Anomaly – Any problem affecting one or more workstations which does not result in a loss of recording or replay but nevertheless results in diminished Product response or performance, for example if an administrator loses the ability to add or delete users.

Priority 4 – System Inquiry, planned intervention or request for information.

4.10 Software Upgrades- NICE's standard maintenance services shall include installation of only such software updates to the NICE software which, in NICE's sole discretion, are necessary to ensure efficient operation of the products ("NICE Software Updates"). NICE will provide Customer with a version of the NICE Software Update for Customer to review and authorize for installation. Upon such installation, Customer shall receive a copy of all written materials necessary to allow Customer to operate such NICE Software Updates. All NICE Software Updates are licensed for use solely on the Equipment on which the relevant NICE Software was first installed.

5.0 Ineligible Products-Additional Service fees shall apply for any maintenance provided by NICE for any and all individual products that are damaged by causes not caused directly by the gross negligence or intentional misconduct of NICE and external to the relevant individual product, including without limitation, damages to a individual product caused by: (i) neglect, mishandling, misuse and/or unauthorized repair by anyone other than NICE or a NICE certified technician; (ii) failure to maintain the Site in accordance with NICE's installation site specifications ("Installation Site Specifications"); (iii) relocation from the Site specified by the parties; (iv) use by anyone other than NICE or a NICE certified technician for purposes other than those for which it was designed, as described in the applicable documents, Operating Manuals and/or specifications provided by NICE; (v) use by anyone other than NICE or a NICE certified technician or material or supplies, including without limitation software and firmware programming, that do not meet NICE's specifications and instructions; (vi) use of the Products with any Non-Nice Hardware and/or (vii) an accident, transportation, improper cooling or humidity control, failure to telephone equipment or communication lines, failure or fluctuation of electrical power, other unusual physical or electrical stress and/or failure of interconnect equipment not provided by NICE or a NICE certified technician.

6.0 In addition to any exclusions set forth in Section 7.0 below or in any other underlying Agreement to which this SOW is attached, the following items are excluded:

1. All Infrastructure older than seven (7) years from product cancellation date
2. Physically damaged Infrastructure
3. Third party Equipment not shipped by Motorola
4. Consumable items including, but not limited to, batteries, connectors, cables, tone/ink cartridges
5. Test Equipment
6. Racks, furniture and cabinets
7. Firmware and/or Software upgrades

7.0

Data System Infrastructure	Inclusions, Exclusions, Exceptions and Notes for Infrastructure Repair
Logging Recorder	Includes NICE IP logging recorders Excludes all other technologies
Rack Mounts/Shelves	Includes NICE rack mount/shelf ONLY Excludes all other technologies
Replay Station	Excluded
Servers/Storage Center	Includes NICE servers/storage centers ONLY Excludes all other technologies
Workstation	Excluded



Device Management Services - Essential

Overview

To provide City of Allen with access to technical support teams and resources for troubleshooting and maintenance, Motorola Solutions proposes the Essential tier of our Device Management Services (DMS Essential) for APX™ user radios. DMS Essential provides remote technical support to troubleshoot problems and hardware repair to properly restore City of Allen's user radios.

The proposed offering consists of the following specific services:

- Technical Support for user radios.
- Hardware Repair for 575 user radios.

The following sections describe the services included with DMS Essential.

Technical Support

Motorola Solutions Technical Support personnel will be available to assist with any questions, issues, or problems related to user radios. Technical Support personnel apply leading industry standards in recording, monitoring, escalating, and reporting technical support calls to provide the support needed to resolve issues quickly.

Hardware Repair

Hardware Repair provides repair services for user radios damaged by manufacturing defects and normal wear and tear. Repairs are provided by Motorola Solutions, or an authorized Motorola Solutions service repair center, for the length of the contract. The service center tests, repairs, and restores the user radio to original factory specifications. Repair may include updating the user radio's Operating System (OS) software to the latest version supported by the user radio.

The Hardware Repair service adheres to a proven process of analysis and restoration, and the work is backed by a 90-day warranty. User radios covered under this service also receive higher service priority at the repair depot, resulting in quicker repair times.

**Exhibit B-1
SUA II SOW**

ASTRO 25 SYSTEM UPGRADE AGREEMENT II (SUA II)

1.0 Description of Service and Obligations

- 1.1 As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system.
- 1.2 The Customer has, at its option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the recurring ASTRO 25 SUA II, the ASTRO 25 system must be in the Standard Support Period.
- 1.3 ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola's Systems Integration Test lab.
- 1.4 The price quoted for the SUA II requires the Customer to choose a certified system upgrade path from the system release upgrade chart referenced in Appendix A. Should the Customer elect an upgrade path other than one listed in Appendix A, the Customer agrees that additional costs will be incurred to complete the implementation of the system upgrade. In this case, Motorola agrees to provide a price quotation for any additional materials and services necessary.
- 1.5 ASTRO 25 SUA II entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.
- 1.6 The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA II:
 - 1.6.1 Servers
 - 1.6.2 Workstations
 - 1.6.3 Firewalls
 - 1.6.4 Routers
 - 1.6.5 LAN switches
 - 1.6.6 MCC 7XXX Dispatch Consoles
 - 1.6.7 GTR8000 Base Stations
 - 1.6.8 GCP8000 Site Controllers
 - 1.6.9 GCM8000 Comparators
 - 1.6.10 DSC8000 Site Controllers
 - 1.6.11 Motorola Solutions Logging Interface Equipment
 - 1.6.12 PBX switches for Telephone Interconnect
 - 1.6.13 NICE and Verint Logging Solutions (if purchased)
- 1.7 Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing features and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included.



1.8 The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade :

- 1.8.1 Servers
- 1.8.2 Workstations
- 1.8.3 CommandCentral AXS Hub
- 1.8.4 Routers
- 1.8.5 LAN Switches

1.9 The following hardware components, if originally provided by Motorola, are eligible for board-level replacement when necessary per the system release upgrade. A “board-level replacement” is defined as any Field Replaceable Unit (“FRU”) for the products listed below:

- 1.9.1 GTR 8000 Base Stations
- 1.9.2 GCP 8000 Site Controllers
- 1.9.3 GCM 8000 Comparators
- 1.9.4 MCC 7XXX Dispatch Consoles

1.10 ASTRO 25 SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.

1.11 The ASTRO 25 SUA II does not cover all products. Refer to section 3.0 for exclusions and limitations.

1.12 Motorola will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a two-year period. Any implementation services that are not directly required to support the certified system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrently with the certified system upgrade are not included.

1.13 As system releases become available, Motorola will provide up to once in a two-year period the following software design and technical resources necessary to complete system release upgrades:

- 1.13.1 Review infrastructure system audit data as needed.
- 1.13.2 Identify additional system equipment needed to implement a system release, if applicable.
- 1.13.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
- 1.13.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
- 1.13.5 Program management support required to perform the certified system upgrade.
- 1.13.6 Field installation labor required to perform the certified system upgrade.
- 1.13.7 Upgrade operations engineering labor required to perform the certified system upgrade.

- 1.14 ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix B. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.
- 1.15 The ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.
- 1.16 Motorola will issue Software Maintenance Agreement (“SMA”) bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

2.0 Upgrade Elements and Corresponding Party Responsibilities

2.1 Upgrade Planning and Preparation: All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.

2.1.1 Motorola responsibilities

- 2.1.1.1 Obtain and review infrastructure system audit data as needed.
- 2.1.1.2 Identify the backlog accumulation of security patches and antivirus updates needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches and antivirus updates.
- 2.1.1.3 If applicable, identify additional system hardware needed to implement a system release and if the customer has added hardware that is not covered under this agreement.
- 2.1.1.4 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
- 2.1.1.5 Advise Customer of probable impact to system users during the actual field upgrade implementation.
- 2.1.1.6 If applicable, advise the Customer of the network connections specifications necessary to perform the system upgrade.
- 2.1.1.7 Assign program management support required to perform the certified system upgrade.
- 2.1.1.8 Assign field installation labor required to perform the certified system upgrade.
- 2.1.1.9 Assign upgrade operations engineering labor required to perform the certified system upgrade.
- 2.1.1.10 Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.

2.1.2 Customer responsibilities

- 2.1.2.1 Contact Motorola to schedule and engage the appropriate Motorola resources for a system release upgrade.
- 2.1.2.2 Purchase the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation identified in Section 2.1.1.2, if applicable. Unless otherwise agreed in writing between Motorola and Customer, the installation and implementation of accumulated backlog security patches and network updates is the responsibility of the Customer.
- 2.1.2.3 If applicable, provide the necessary network connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics. Network connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a network connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.
- 2.1.2.4 Assist in site walks of the system during the system audit when necessary.
- 2.1.2.5 Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.
- 2.1.2.6 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.
- 2.1.2.7 Provide or purchase labor to implement optional system release features or system expansions.
- 2.1.2.8 Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2.2 System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.

2.2.1 Motorola responsibilities

- 2.2.1.1 Perform appropriate system backups.
- 2.2.1.2 Work with the Customer to validate that all system maintenance is current.
- 2.2.1.3 Work with the Customer to validate that all available security patches and antivirus updates have been updated on the customer's system.
 - 2.2.1.3.1 Motorola reserves the right to charge the Customer for the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation, in the event that these are not completed by the Customer at the System Readiness Checkpoint.

2.2.2 Customer responsibilities

- 2.2.2.1 Validate system maintenance is current.
- 2.2.2.2 Validate that all available security patches and antivirus updates to their system have been completed or contract Motorola to complete in time for the System Readiness Checkpoint.

2.3 System Upgrade

2.3.1 Motorola responsibilities

- 2.3.1.1 Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.

2.3.2 Customer responsibilities

- 2.3.2.1 Inform system users of software upgrade plans and scheduled system downtime.
- 2.3.2.2 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

2.4 Upgrade Completion

2.4.1 Motorola responsibilities

- 2.4.1.1 Validate all certified system upgrade deliverables are complete as contractually required.

2.4.2 Customer Responsibilities

- 2.4.2.1 Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.

3.0 Exclusions and Limitations

3.1 The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola and included in this SOW.

3.2 Customer acknowledges that if the system has a special product feature, that it may be overwritten by the software upgrade. Restoration of that feature is not included in the coverage of this SOW.

3.3 Platform migrations are the replacement of a product with the next generation of that product. Unless otherwise stated, platform migrations such as, but not limited to stations, comparators, site controllers, console, backhaul and network changes are not included.

3.4 Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA II are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.

3.5 The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:

- MCC5500 Dispatch Consoles
- MIP5000 Dispatch Consoles
- Plant/E911 Systems
- MOTOBRIDGE Solutions
- ARC 4000 Systems
- Motorola Public Sector Applications Software ("PSA")

- Custom SW, CAD, Records Management Software
- Data Radio Devices
- Mobile computing devices such as Laptops
- Non-Motorola two-way radio subscriber products
- Genesis Products
- Point-to-point products such as MPLS equipment, microwave terminals and associated multiplex equipment

3.6 ASTRO 25 SUA II does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.

3.7 ASTRO 25 SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.

3.8 ASTRO 25 SUA II does not cover or include deliverables included with the Security Update Service. This means that the SUA II does not include software support for virus attacks or other applications that are not part of the ASTRO 25 system or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications, unless specifically contracted..

3.9 ASTRO 25 SUA II does not cover the labor or materials associated with the backlog accumulation of security patches or antivirus updates. Additional fees may apply as outlined in Section 2.1.1.2.

3.10 At the time of upgrade, Motorola will provide the latest applicable software, patches and antivirus updates when and if available, as a part of the system release upgrade. The security patches and antivirus updates delivered as part of this upgrade are intended to bring the system current in all respects but does not imply that the customer is eligible for ongoing security patching. The upgrade may include 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality.

4.0 Special provisions

4.1 Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.

4.2 ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA II program; in either case, Motorola will refund to Customer any prepaid fees for ASTRO 25 SUA II services applicable to the terminated period.

4.3 If Customer chooses to not have Motorola apply the security patches and antivirus



updates as described in 2.1.1.2 and this delays or postpones the system software update, Motorola reserves the right to charge the Customer a fee equivalent to the costs incurred by the Motorola Solutions Upgrade Operations Team for the unplanned and additional time on site. Any additional fees to be provided in a quote or other writing.

- 4.4 If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.
- 4.5 The SUA II annualized price is based on the fulfillment of the two year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.

Appendix A – ASTRO 25 System Release Upgrade Paths

ASTRO System Release	Certified Update Paths
Pre-7.16	Upgrade to Current Shipping Release
7.16	7.18
7.17.X*	A2019.2; A2020.1
7.18	A2021.1
A2019.2	A2021.2
A2020.1	A2021.2

* Includes planned incremental releases

- The information contained herein is provided for information purposes only and is intended only to outline Motorola's presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release.
- The most current system release upgrade paths can be found in the most recent SMA bulletin.

Appendix C - System Pricing Configuration

This configuration is to be reviewed annually from the contract effective date.. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

Master Site Configuration	
# of Master Sites	0
# of DSR Sites	1
System Level Features	
ISSI 8000 / CSSI 8000 - Total # of Servers (2 if redundant and/or DSR)	0
MOSCAD NFM RTU (typically 1 per site location)	0
MOSCAD NFM / SDM Clients	0
Network Management Clients	0
Unified Network Services (UNS) ex: POP25, Presence Notifier, Text Messaging, Outdoor Location, KMF/OTAR	0
Telephone Interconnect	0
InfoVista - Transport Network Performance Service (One per system)	0
Security Configuration	
Firewalls	0
Intrusion Detection Sensor (IDS)	0
Centralized Event Logging (SysLog)	0
Zone Core Protection (ZCP)	0
Radio Authentication	0
RF Site Configuration	
# of RF Sites	1
Simulcast Prime Sites (including co-located/redundant)	0
RF Sites (includes Simulcast sub-sites, ASR sites, HPD sites)	0
GTR 8000 Base Stations	12
HPD Base Stations	0
QUANTAR Base Stations	0
STR 3000 Base Stations	0
SmartX Site Converters	0
Dispatch Site Configuration	
# of Dispatch Sites	1
Gold Elite Consoles	0
MCC7500 Dispatch Consoles	6
MCC7100 Dispatch Consoles	0
MIP 5000 Dispatch Consoles	0
AIS	1
Third Party Elements	
NICE Logging recorders (IP, Telephony, or Analog)	1
Verint Logging recorders (IP, Telephony, or Analog)	0
MACH Alert FSA	0
Genesis Applications	0

Exhibit C

Payment Schedule

	FY21	FY22	FY23	FY24	FY25
	Oct 1 2020 - Sept 30 2021	Oct 1 2021 - Sept 30 2022	Oct 1 2022 - Sept 30 2023	Oct 1 2023 - Sept 30 2024	Oct 1 2024 - Sept 30 2025
System Upgrade Agreement 2 (SUA 2)	\$176,023.91	\$184,825.11	\$194,066.36	\$203,769.68	\$213,958.16
Nice Gold - Radio & Telephony System	\$47,194.32	\$49,554.03	\$52,031.73	\$54,633.32	\$57,364.99
Subscriber Essential Services					
82 APX6000 ANs Oct 1, 2020 - December 31, 2023	\$5,254.56	\$5,254.56	\$5,254.56	\$1,353.05	
2 APX6500 ANs Oct 1, 2020 - Sept 30, 2025	\$586.80	\$586.80	\$586.80	\$604.40	\$604.40
2 APX1000s Oct 1, 2020 - Sept 30, 2025	\$104.88	\$104.88	\$104.88	\$108.03	\$108.03
1 APX1500 AN Oct 1, 2020 - Sept 30, 2025	\$76.20	\$76.20	\$76.20	\$78.49	\$78.49
2 APX7500s Oct 1, 2020 - Sept 30, 2023	\$195.60	\$195.60			
302 APX6000 BNs, October 8, 2020 - Sept 30, 2025	\$17,739.48	\$19,352.16	\$19,352.16	\$19,932.72	\$19,932.72
19 APX7500 Consolelets, October 8, 2020 - July, 2023	\$1,703.35	\$1,858.20	\$1,548.50		
160 APX6500 ANs, October 8, 2020 - Sept 30 2025	\$14,164.70	\$15,452.40	\$15,452.40	\$15,915.97	\$15,915.97
5 APX7500s, October 8, 2020 - Sept 30, 2023	\$448.25	\$489.00			
2 APX1000s February 1, 2022 - September 30, 2025			34.96	54.0132	54.0132
1 APX1500 AN February 1, 2022 - September 30, 2025			\$50.80	\$78.49	\$78.49
Yearly Total	\$263,492.05	\$277,748.94	\$288,473.59	\$296,395.66	\$307,962.76
Grand Total					\$1,434,073.00
Notes					
A portion of the subscribers have remaining warranty coverage and begin their coverage at various times in this agreement					
APX7500 single band radios have depot support through September 2022					
APX7500 consolelets have depot support through July 2023					
APX6000 ANs have depot support through December 2023					

Motorola Solutions, Inc.
1717 McKinney Ave, Suite 800
Dallas, TX. 75202
USA

December 10, 2020

Eric Matthews
IT Director
City of Allen
305 Century Parkway
Allen, TX 75013

RE: Sole Source letter for Managed Services for ASTRO P25 System

Dear Eric,

This Letter will confirm that Motorola is the sole manufacturer of APX series mobile & portable 7/800 Mhz trunked radios. Radios in this series include the APX-8000, APX-6000, APX-4000, APX-1000, APX-900, APX-8500, APX-6500, APX-4500 and APX-1500 which includes all options and software features including Time Division Multiple Access, AES Encryption, P25 Over the Air-Rekeying with Multikey Operation, P25 flash kits, and accessories associated with all the models listed above.

The APX radios and accessories are only distributed by and through Motorola. City of Allen can purchase the items only direct from Motorola. Motorola is your sole source supplier for these products for manufacturing and purchasing.

Motorola Solutions, Inc. should be considered the sole source provider for the service contract covering the City of Allen's Communications System. These services include System Upgrades, Subscriber Depot Repairs and Logging Recorder services. Since many of the circuits and protocol components of your Motorola Communications System and equipment are patented and proprietary to Motorola, we are prevented from offering full access to other than Motorola Authorized Service Providers.

Motorola provides technical training to Motorola authorized service providers. This is offered as a method of assuring that our customers have access to qualified technical resources. This enables us to make certain that proper test equipment and procedures are followed.

Motorola does not provide training to organizations that are not authorized by Motorola. We are not a public or institutional training facility. Motorola has no control over work done by service providers not authorized, assessed or trained by Motorola. We do not offer technical training to anyone who is not a direct employee of the end user customer or one of our Authorized Motorola Service Stations. Contracting directly with Motorola Solutions will assure the City of Allen's Motorola Communications System and equipment will continue to operate properly today and well in the future.

If you have any questions about Motorola products, please contact Robert Smoczynski, Motorola Account Manager at (312) 339- 9974 or Robert.Smoczynski@motorolasolutions.com.

Sincerely yours,
MOTOROLA SOLUTIONS, INC.



Robert Smoczynski
Account Manager

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: January 12, 2021

SUBJECT: Authorize the City Manager to Purchase Irrigation Equipment and Supplies from Interspec, LLC., through the Texas Buy Board Local Government Purchasing Cooperative for an amount of \$148,109.

STAFF RESOURCE: Kate Meacham, Director, Parks and Recreation
Debra Morris, Purchasing Manager

ACTION PROPOSED: Authorize the City Manager to purchase Irrigation Equipment and Supplies from Interspec, LLC., through the Texas Buy Board Local Government Purchasing Cooperative for an amount of \$148,109.

BACKGROUND

In FY04 - FY07, The Allen Community Development Corporation approved a initial project that included the replacement and installation of a Central Control Irrigation Operating System and Interspec irrigation controllers for parks and recreation facilities, which included sports facilities and medians. The Central Control System was essential in providing a high level of service and ensure water saving management measures were in place, adhering to water conversation requirements and expectations.

Even with controller replacements over the years; due to technology improvements the Central Irrigation System, the Scorpio and Irricom controllers are in need of replacement. Parts and replacement equipment are obsolete and no longer available.

The Allen Community Development Corporation approved funding for partial replacement of controllers in the FY21 Budget. Staff will examine each controller and prioritize replace as needed through the Buy Board Purchasing Cooperative contract #611-20. Multiple phases of replacement will be required to complete this project and will be funded through future request for budget appropriations as available and authorized. It is anticipated to require three phases for completion.

BUDGETARY IMPACT

Funding for this purchase is from Allen Community Development Corporation funds (\$99,809) and the Parks and Recreation General Fund Operating Budget (\$48,299).

STAFF RECOMMENDATION

Authorize the City Manager to purchase Irrigation Equipment and Supplies from Interspec, LLC., through the Texas Buy Board Local Government Purchasing Cooperative for an amount of \$148,109.

MOTION

I make a motion to Authorize the City Manager to purchase Irrigation Equipment and Supplies from Interspec, LLC., through the Texas Buy Board Local Government Purchasing Cooperative for an amount of \$148,109.

ATTACHMENTS:

Interspec LLC BuyBoard 611-20

Interspec Price Sheet

Quote QU-2036001

Quote QU-2036236



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

April 29, 2020

Sent Via Email: deby@inter-spec.com

Debra Pittsinger
Interspec, LLC
9810 Liberty Road
Aubrey, TX 76227

Welcome to BuyBoard!

Re: Notice of The Local Government Purchasing Cooperative Award

Proposal Name and Number: Grounds Maintenance Equipment, Irrigation Parts, Supplies and Installation, Proposal No. 611-20

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 6/1/2020 through 5/31/2021, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 611-20 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

1. Vendor Quick Reference Guide
2. BuyBoard License and Identity Standards

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by email to info@buyboard.com any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please email the order info@buyboard.com and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement

v.6.5



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards,
Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.

April 29, 2020

Sent Via Email: deby@inter-spec.com

Debra Pittsinger
Interspec, LLC
9810 Liberty Road
Aubrey, TX 76227

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award*

Proposal Name and Number: Grounds Maintenance Equipment, Irrigation Parts, Supplies and Installation, Proposal No. 611-20

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 6/1/2020 through 5/31/2021, with two possible one-year renewals.

The National Cooperative membership list is available at our website www.buyboard.com/vendor. The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines. Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Please forward by e-mail to info@buyboard.com any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff at 800-695-2919.**

Sincerely,



Arturo Salinas
Department Director, Cooperative Procurement
v.6.5



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Grounds Maintenance
Equipment, Irrigation Parts, Supplies and
Installation

Proposal Due Date/Opening Date and Time:
December 5, 2019 at 4:00 PM

Proposal Number: 611-20

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Time Period:
June 1, 2020 through May 31, 2021 with two (2)
possible one-year renewals.

Anticipated Cooperative Board Meeting Date:
April 2020

Interspec LLC

Name of Proposing Company

10/11/2019

Date

9810 Liberty Road

Street Address

Signature of Authorized Company Official

Aubrey, TX 76227

City, State, Zip

Debra Pittsinger

Printed Name of Authorized Company Official

940-440-9757

Telephone Number of Authorized Company Official

Member

Position or Title of Authorized Company Official

Fax Number of Authorized Company Official

75-2793004

Federal ID Number



The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;
4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;
5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



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VENDOR CONTACT INFORMATION

Name of Company: _____

Vendor Proposal/Contract Contact Name: _____

Vendor Proposal/Contract Contact E-mail Address: _____

Vendor Contact Mailing Address for Proposal/Contract Notices: _____

Company Website: _____

Purchase Orders: All purchase orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors to assist them with retrieving their orders.

Please select options below for receipt of purchase orders and provide the requested information:

☐ I will use the internet to receive purchase orders at the following address:

Purchase Order E-mail Address: _____

Purchase Order Contact: _____ Phone: _____

Alternate Purchase Order E-mail Address: _____

Alternate Purchase Order Contact: _____ Phone: _____

☐ Purchase orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

RFQ E-mail Address: _____

RFQ Contact: _____ Phone: _____

Alternate RFQ E-mail Address: _____

Alternate RFQ Contact: _____ Phone: _____



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Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

☐ Service fee invoices and related communications should be provided directly to my company at:

Invoice Mailing address: _____ Department: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____ Phone: _____

Invoice Fax: _____ Invoice E-mail Address: _____

Alternative Invoice E-mail Address: _____

☐ In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent**:

Billing agent Mailing address: _____ Department: _____

City: _____ State: _____ Zip Code: _____

Billing Agent Contact Name: _____ Phone: _____

Billing Agent Fax: _____ Billing Agent E-mail Address: _____

Alternative Billing Agent E-mail Address: _____

***** If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.***



FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Interspec LLC

Company Name

Signature of Authorized Company Official

Debra Pittsinger

Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Interspec LLC

Company Name

Signature of Authorized Company Official

Debra Pittsinger

Printed Name



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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- ☒ I certify that my company is a **Resident Proposer.**
- ☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name

Address

City

State

Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☐ No
- B. What is the prescribed amount or percentage? \$ _____ or _____ %

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

- ☐ Yes ☐ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

Interspec LLC

Company Name



Signature of Authorized Company Official

Debra Pittsinger

Printed Name



NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Interspec LLC

Company Name

Signature of Authorized Company Official

Debra Pittsinger

Printed Name

Note: If Vendor does not wish to make this certification, return the blank form in lieu of a completed certification.

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Interspec LLC

Company Name

Signature of Authorized Company Official

Debra Pittsinger

Printed Name



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HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply:

- ☐ I certify that my company has been certified as a HUB in the following categories:
- ☐ **Minority Owned Business**
 - ☐ **Women Owned Business**
 - ☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

Name of Certifying Agency:

- ☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Interspec LLC

Company Name

Debra Pittsinger

Printed Name

Signature of Authorized Company Official



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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

Interspec LLC

Company Name

A handwritten signature in black ink, appearing to read "Debra Pittsinger".

Signature of Authorized Company Official

Debra Pittsinger

Printed Name

10/11/2019

Date



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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (✓) one of the following:

- ☒ **No;** Deviations
☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☒ Common Carrier ☒ Company Truck ☒ Prepaid and Add to Invoice ☐ Other:

Customer has option to pick up goods in their vehicle

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

3. Number of Days for Delivery: 60 ARO

4. Vendor Reference/Quote Number: _____

5. State your return policy: Because products are custom built, returns may be charged a restocking fee not to exceed 15%

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☐ Yes ☒ No

Interspec LLC

Company Name


Signature of Authorized Company Official

Debra Pittsinger

Printed Name



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LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person



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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below and have this form signed by an official of your company authorized to make such designation. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* (***attach W-9**)

Designated Dealer Contact Person

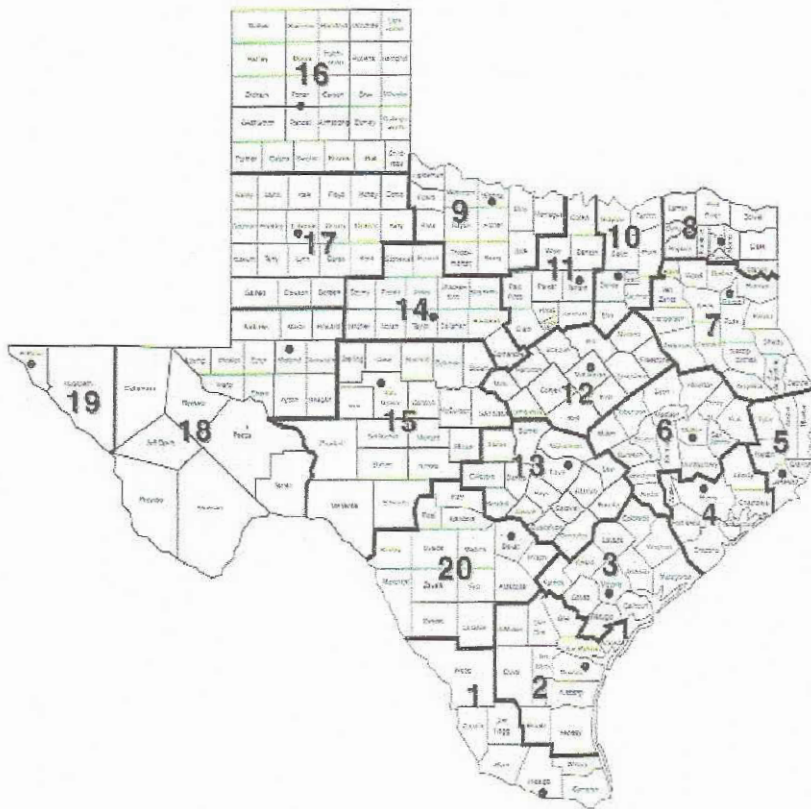
Your Company Name

Signature of Authorized Company Official

TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. ***If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



- ☒ I will service Texas Cooperative members statewide.
- ☐ I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

Region	Headquarters
<input type="checkbox"/> 1	Edinburg
<input type="checkbox"/> 2	Corpus Christi
<input type="checkbox"/> 3	Victoria
<input type="checkbox"/> 4	Houston
<input type="checkbox"/> 5	Beaumont
<input type="checkbox"/> 6	Huntsville
<input type="checkbox"/> 7	Kilgore
<input type="checkbox"/> 8	Mount Pleasant
<input type="checkbox"/> 9	Wichita Falls
<input type="checkbox"/> 10	Richardson
<input type="checkbox"/> 11	Fort Worth
<input type="checkbox"/> 12	Waco
<input type="checkbox"/> 13	Austin
<input type="checkbox"/> 14	Abilene
<input type="checkbox"/> 15	San Angelo
<input type="checkbox"/> 16	Amarillo
<input type="checkbox"/> 17	Lubbock
<input type="checkbox"/> 18	Midland
<input type="checkbox"/> 19	El Paso
<input type="checkbox"/> 20	San Antonio

- ☐ I will not service members of the Texas Cooperative.

Interspec LLC

Company Name

Signature of Authorized Company Official

Debra Pittsinger

Printed Name



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If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:



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STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.

Please check (√) all that apply:

- ☐ I will service all states in the United States.
- ☐ I will not service all states in the United States. I will service only the states checked below:

- | | |
|--|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Nebraska |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Nevada |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> New Hampshire |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> New Jersey |
| <input type="checkbox"/> California (Public Contract Code 20118 & 20652) | <input type="checkbox"/> New Mexico |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> New York |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Minnesota | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Mississippi | |
| <input type="checkbox"/> Missouri | |
| <input type="checkbox"/> Montana | |



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This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Interspec LLC

Company Name

A handwritten signature in dark ink, appearing to read "Debra Pittsinger", written over a horizontal line.

Signature of Authorized Company Official

Debra Pittsinger

Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:



NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Interspec LLC

Name of Vendor

A handwritten signature in black ink, appearing to be "L. Q. B.", written over a horizontal line.

Signature of Authorized Company Official

611-20

Proposal Invitation Number

Debra Pittsinger

Printed Name of Authorized Company Official

10-11-2019

Date



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FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$_____. (The period of the 12 month period is ____/____). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

☐ MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): _____ **Proposed Discount (%)**: _____

Explanation: _____



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By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Interspec LLC

Company Name


Signature of Authorized Company Official

Debra Pittsinger

Printed Name



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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1. Coppel, Kevin Price, 972-462-5120, dprice@coppelltx.gov, 0%, \$24,000					
2. Richardson, Bobby Kinser, 972-744-4470, bobby.kinser@cor.gov. 0%. \$132,000					
3. Frisco ISD, Steve Spicer, 469-446-0839, spicers@friscoisd.gov. 0%, \$58,000					
4. Grand Prairie, William Hinton, 682-521-5742. whinton@gptx.org, 0%, \$88,000					
5. Duncanville ISD, Joe Peterka, 972-245-6667, jpeterka@duncanvilleisd.org, 0%, \$2,000					

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES** ☐ **NO** ☒ If YES, please explain:

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Interspec LLC

Company Name

Signature of Authorized Company Official

Debra Pittsinger

Printed Name



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MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

We inform our customers (mostly municipals and school districts) that we are on
Buy Board. Many of our customers see the advantage of this cooperative.

We will continue to advertise our contract with the cooperative and list our
contract number on documents.

Interspec LLC

Company Name

A handwritten signature in black ink, appearing to read "Debra Pittsinger", written over a horizontal line.

Signature of Authorized Company Official

Debra Pittsinger

Printed Name



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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

☐

NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐

YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

(Attach additional sheets if needed.)



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B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:



NO, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.



YES, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: _____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Interspec LLC

Company Name

Signature of Authorized Company Official

Debra Pittsinger

Printed Name

10-11-2019

Date



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VENDOR BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: _____

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

Type of Business:

Individual/Sole Proprietor _____
Corporation _____
Limited Liability Company _____
Partnership _____
Other _____

If other, identify _____

State of Incorporation (if applicable): _____

Federal Employer Identification Number: _____

*(Vendor must include a completed **IRS W-9** form with their proposal)*

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Interspec LLC		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 9810 Liberty Road		Requester's name and address (optional)
6 City, state, and ZIP code Aubrey, TX 76227		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
7	5	-	2	7	9	3	0	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► 

Date ► **10-11-19**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the Simplified Acquisition Threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.



3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.



7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.



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12. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification:	
	YES, I agree or NO, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms	Yes	DP
2. Termination for Cause or Convenience	Yes	DP
3. Equal Employment Opportunity	Yes	DP
4. Davis-Bacon Act	Yes	DP
5. Contract Work Hours and Safety Standards Act	Yes	DP
6. Right to Inventions Made Under a Contract or Agreement	Yes	DP
7. Clean Air Act and Federal Water Pollution Control Act	Yes	DP
8. Debarment and Suspension	Yes	DP
9. Byrd Anti-Lobbying Amendment	Yes	DP
10. Procurement of Recovered Materials	Yes	DP
11. Profit as a Separate Element of Price	Yes	DP
12. General Compliance and Cooperation with Cooperative Members	Yes	DP

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Interspec LLC

Company Name


Signature of Authorized Company Official

Debra Pittsinger

Printed Name



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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

3. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.



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4. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

No

5. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

None

6. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

None

By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.

Interspec LLC

Company Name

A handwritten signature in blue ink, appearing to be "LOR", written over a horizontal line.

Signature of Authorized Company Official



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REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- ☐ Completed: **Proposer's Agreement and Signature**
- ☐ Completed: **Vendor Contact Information**
- ☐ Completed: **Felony Conviction Disclosure and Debarment Certification**
- ☐ Completed: **Resident/Nonresident Certification**
- ☐ Completed: **No Israel Boycott Certification**
- ☐ Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- ☐ Completed: **Historically Underutilized Business (HUB) Certification**
- ☐ Completed: **Construction Related Goods and Services Affirmation**
- ☐ Completed: **Deviation/Compliance**
- ☐ Completed: **Location/Authorized Seller Listings**
- ☐ Completed: **Manufacturer Dealer Designation**
- ☐ Completed: **Texas Regional Service Designation**
- ☐ Completed: **State Service Designation**
- ☐ Completed: **National Purchasing Cooperative Vendor Award Agreement**
- ☐ Completed: **Federal and State/Purchasing Cooperative Experience**
- ☐ Completed: **Governmental References**
- ☐ Completed: **Marketing Strategy**
- ☐ Completed: **Confidential/Proprietary Information**
- ☐ Completed: **Vendor Business Name with IRS Form W-9**
- ☐ Completed: **EDGAR Vendor Certification**
- ☐ Completed: **Proposal Invitation Questionnaire**
- ☐ Completed: **Required Forms Checklist**
- ☐ Completed: **Proposal Specification Form with Catalogs/Pricelists and Manufacturer Letters**

**Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*



Proposal Invitation No. 611-20-Grounds Maintenance Equipment, Irrigation Parts, Supplies Installation

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

NOTE 1: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

☐ Manufacturers shall be listed in alphabetical order

☐ Vendor's must list one specific percentage discount for each Manufacturer listed.

If a vendor's response to Proposal Specification Form states "please see attachment sheet," all manufacturers listed on the attachment sheet must indicate per manufacturer the line item that correlates to Proposal Specification Form or Vendor's proposal may not be considered.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposer's responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

Section I: Grounds Maintenance Equipment, Supplies, Parts and Accessories - PURCHASE ONLY

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
1	Discount (%) Off Catalog/Pricelist for Tractors, Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Tractors, Equipment, Supplies, and Accessories (20 to 200 Engine HP). Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
2	Discount (%) Off Catalog/Pricelist for Lawn and Garden Tractors, Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Lawn and Garden Tractors, Equipment, Supplies, and Accessories . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
3	Discount (%) Off Catalog/Pricelist for Front Mowers, Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Front Mowers, Equipment, Supplies, and Accessories . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
4	Discount (%) Off Catalog/Pricelist for Wide Area Mowers, Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Wide Area Mowers, Equipment, Supplies, and Accessories . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 611-20-Grounds Maintenance Equipment, Irrigation Parts, Supplies Installation

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
5	Discount (%) Off Catalog/Pricelist for Zero Turn Mowers, Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Zero Turn Mowers, Equipment, Supplies, and Accessories . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
6	Discount (%) Off Catalog/Pricelist for Walk Behind Mowers, Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Walk Behind Mowers, Equipment, Supplies, and Accessories . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
7	Discount (%) Off Catalog/Pricelist for Golf and Turf Carts and Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Golf and Turf Carts and Equipment, Supplies, and Accessories (for uses in fleet, food/beverage, hospitality, maintenance, personal and transport). Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
8	Discount (%) Off Catalog/Pricelist for All (Utility) Terrain Vehicles, Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for All (Utility) Terrain Vehicles, Equipment, Supplies, and Accessories . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
9	Discount (%) Off Catalog/Pricelist for Cutters and Shredders, Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Cutters and Shredders, Equipment, Supplies, and Accessories . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
10	Discount (%) Off Catalog/Pricelist for Sprayers, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Sprayers, Supplies, and Accessories . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 611-20-Grounds Maintenance Equipment, Irrigation Parts, Supplies Installation

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
11	Discount (%) Off Catalog/Pricelist for Scraper, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Scraper, Supplies, and Accessories . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
12	Discount (%) Off Catalog/Pricelist for Hand Held Grounds Maintenance Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Hand Held Grounds Maintenance Equipment, Supplies, and Accessories . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
13	Discount (%) Off Catalog/Pricelist for Landscape and Turf Care Attachments	Please state the discount (%) off catalog/pricelist for Landscape and Turf Care Attachments . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
14	Discount (%) Off Catalog/Pricelist for Parking Lot/Sidewalk Sweepers, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Parking Lot/Sidewalk Sweepers, Supplies, and Accessories . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
15	Discount (%) Off Catalog/Pricelist for Turf Maintenance Sweepers and Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Turf Maintenance Sweepers and Equipment, Supplies, and Accessories . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
16	Discount (%) Off Catalog/Pricelist for Outdoor Scrubbers, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Outdoor Scrubbers, Supplies, and Accessories . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 611-20-Grounds Maintenance Equipment, Irrigation Parts, Supplies Installation

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
17	Discount (%) Off Catalog/Pricelist for Hydroseeding Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Hydroseeding Equipment, Supplies, and Accessories . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
18	Discount (%) Off Catalog/Pricelist for Bark and Straw Blowers and Crimper Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Bark and Straw Blowers and Crimper Equipment, Supplies, and Accessories . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
19	Discount (%) Off Catalog/Pricelist for All Other Types of Grounds Maintenance Equipment, Supplies and Accessories	Please state the discount (%) off catalog/pricelist for All Other Types of Grounds Maintenance Equipment, Supplies and Accessories . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
20	Discount (%) Off Catalog/Pricelist for Ground Maintenance Equipment Repair Parts	Please state the discount (%) off catalog/pricelist for Ground Maintenance Equipment Repair Parts . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
21	Discount (%) Off Catalog/Pricelist for Ground Maintenance Equipment Service Agreements	Please state the discount (%) off catalog/pricelist for Ground Maintenance Equipment Service Agreements . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 611-20-Grounds Maintenance Equipment, Irrigation Parts, Supplies Installation

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Section II: Grounds Maintenance Equipment - RENTAL ONLY (Rental Rate Price Sheet must be submitted with Proposal or Proposal will not be considered).

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
22	Discount (%) Off Catalog/Pricelist for Rental of All Types of Grounds Maintenance Equipment, Accessories and Attachments	Please state the discount (%) off catalog/pricelist for Rental of All Types of Grounds Maintenance Equipment, Accessories and Attachments . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		

NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental" equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one-thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Section III: Grounds Maintenance Equipment (Pre-Owned/Reconditioned/Retired Rental) - PURCHASE ONLY

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
23	Discount (%) Off Catalog/Pricelist for Pre-Owned/ Reconditioned/ Retired Rental of All Ground Maintenance Equipment	Discount (%) Off Catalog/Pricelist for all Pre-Owned/Reconditioned/Retired Rental of All Construction/Ground Maintenance Equipment . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 611-20-Grounds Maintenance Equipment, Irrigation Parts, Supplies Installation

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Section IV: Fertilizers, Nursery Products and Soils for Field/Turf Grounds

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
24	Discount (%) Off Catalog/Pricelist for Field and Turf Fertilizer, Conditioners, Dressings and Chemicals	Please state the discount (%) off catalog/pricelist for Field and Turf Fertilizer, Conditioners, Dressings and Chemicals . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
25	Discount (%) Off Catalog/Pricelist for Nursery Products	Please state the discount (%) off catalog/pricelist for Nursery Products (all types of trees, shrubs, and other related items). Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
26	Discount (%) Off Catalog/Pricelist for Specialty Soils for Athletic Fields, Play Surfaces, or Park Surfaces	Please state the discount (%) off catalog/pricelist for Specialty Soils for Athletic Fields, Play Surfaces, or Park Surfaces . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
27	Discount (%) Off Catalog/Pricelist for All Types of Landscape Accent Products	Please state the discount (%) off catalog/pricelist for All Types of Landscape Accent Products (metal, plastic, steel, wood and other related items). Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
28	Discount (%) Off Catalog/Pricelist for All Other Types of Fertilizer and Grounds Chemicals	Please state the discount (%) off catalog/pricelist for All Other Types of Fertilizer and Grounds Chemicals . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 611-20-Grounds Maintenance Equipment, Irrigation Parts, Supplies Installation

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Section V: Irrigation Supplies, Parts and Accessories

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
29	Discount (%) Off Catalog/Pricelist for Residential/Commercial Irrigation Controllers	Please state the discount (%) off catalog/pricelist for Residential/Commercial Irrigation Controllers (solid state, light commercial application, 12 to 60 station capability and related items). Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
30	Discount (%) Off Catalog/Pricelist for Residential/ Commercial Irrigation Control Valves	Please state the discount (%) off catalog/pricelist for Residential/Commercial Irrigation Control Valves (1" to 4" pipe size; glass filled nylon, polyvinyl chloride (pvc) or brass construction; electrically controlled; flow control capability and related items). Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
31	Discount (%) Off Catalog/Pricelist for Residential/Commercial Irrigation Sprinkler Heads	Please state the discount (%) off catalog/pricelist for Residential/Commercial Irrigation Sprinkler Heads (fixed spray pattern, gear drive rotor 1/2" to 1" inlet, various fixed arcs, plastic construction and related items). Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
32	Discount (%) Off Catalog/Pricelist for Large Commercial/Central Controllers	Please state the discount (%) off catalog/pricelist for Large Commercial/Central Controllers (solid state or digital, computer driven, software to manage water distribution, central location to command field satellites, hard wired or wireless signal commands to field satellites and related items). Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
33	Discount (%) Off Catalog/Pricelist for Large Commercial Field Satellites	Please state the discount (%) off catalog/pricelist for Large Commercial Field Satellites (controls water distribution (sprinkler heads); stand alone or controlled by a central computer/controller; solid state; receives command signals either hard wire or radio link and related items). Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 611-20-Grounds Maintenance Equipment, Irrigation Parts, Supplies Installation

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
34	Discount (%) Off Catalog/Pricelist for Large Commercial Turf Sprinkler Heads	Please state the discount (%) off catalog/pricelist for Large Commercial Turf Sprinkler Heads (water distribution (sprinklers) for large turf areas; 31' minimum radius; minimum 12 GPM; minimum 1" inlet; plastic construction and related items). Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
35	Discount (%) Off Catalog/Pricelist for All Types of Drip Irrigation Products	Please state the discount (%) off catalog/pricelist for All Types of Drip Irrigation Products (residential, commercial and industrial). Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
36	Discount (%) Off Catalog/Pricelist for All Types of Aerating Fountain Products, Equipment and Lighting	Please state the discount (%) off catalog/pricelist for All Types of Aerating Fountain Products, Equipment and Lighting (residential, commercial and industrial). Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
37	Discount (%) Off Catalog/Pricelist for All Types of Irrigation Bunker Pumps, Equipment and Supplies	Please state the discount (%) off catalog/pricelist for All Types of Irrigation Bunker Pumps, Equipment and Supplies . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
38	Discount (%) Off Catalog/Pricelist for Water Chemicals and Dyes, Supplies and Accessories	Please state the discount (%) off catalog/pricelist for Water Chemicals and Dyes, Supplies and Accessories . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 611-20-Grounds Maintenance Equipment, Irrigation Parts, Supplies Installation

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
39	Discount (%) Off Catalog/Pricelist for Irrigation Equipment Repair Parts	Please state the discount (%) off catalog/pricelist for Irrigation Equipment Repair Parts . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
40	Discount (%) Off Catalog/Pricelist for Irrigation Equipment Service Agreements	Please state the discount (%) off catalog/pricelist for Irrigation Equipment Service Agreements . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
41	Discount (%) Off Catalog/Pricelist for Residential/Commercial Irrigation and Central Controllers Service Agreements	Please state the discount (%) off catalog/pricelist for Residential/Commercial Irrigation and Central Controllers Service Agreements (automatic software updates and technical support). Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		

Section VI: Installation and Repair Service

Item No.	Short Description	Full Description	Not to Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate
42	Not to Exceed Hourly Labor Rate for Installation/Repair Service and of Grounds Equipment and Products	Hourly Labor Rate for Installation/Repair of Grounds Maintenance Equipment and Related Products -- State the <u>Not to Exceed</u> hourly labor rate for Installation/Repair Service of Grounds Maintenance Equipment and Products.	\$ _____/Hour		
43	Not to Exceed Hourly Labor Rate for Field and Turf Preparation Work	Hourly Labor Rate for Field and Turf Preparation Work -- State the <u>Not to Exceed</u> hourly labor rate for Installation/Repair Service of Field and Turf Preparation Work.	\$ _____/Hour		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 611-20-Grounds Maintenance Equipment, Irrigation Parts, Supplies Installation

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	Not to Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate
44	Not to Exceed Hourly Labor Rate for Installation/Transplanting of All Types of Trees, Shrubs and Landscaping Services	Hourly Labor Rate for Installation/Transplanting of All Types of Trees, Shrubs and Landscaping Services -- State the <u>Not to Exceed</u> hourly labor rate for Installation/Transplanting of All Types of Trees, Shrubs, and Landscaping Services.	\$ _____/Hour		
45	Not to Exceed Hourly Labor Rate for Fertilizers, Chemicals, Specialty Soils, Play Surfaces, and Other Related Items	Hourly Labor Rate for Application of Fertilizers, Chemicals, Specialty Soils, Play Surfaces, and Other Related Items. -- State the <u>Not to Exceed</u> hourly labor rate for Application of Fertilizers, Chemicals, Specialty Soils, Play Surfaces, and Other Related Items.	\$ _____/Hour		
46	Not to Exceed Hourly Labor Rate for Tree and Shrub Service and Stump Grinding	Hourly Labor Rate for Tree and Shrub Service and Stump Grinding -- State the <u>Not to Exceed</u> hourly labor rate for Tree and Shrub Service and Stump Grinding.	\$ _____/Hour		
47	Not to Exceed Hourly Labor Rate for Installation/Repair Service and of Irrigation Equipment and Products	Hourly Labor Rate for Installation/Repair of Irrigation Equipment and Related Products -- State the <u>Not to Exceed</u> hourly labor rate for Installation/Repair Service of Irrigation Equipment and Products.	\$ _____/Hour		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal



October 9, 2019

To Whom It May Concern,

As the Master Distributor for Arad meters for North America this letter is to confirm that Interspec LLC are the only authorized Arad distributors for the south central United States. More specifically, Texas, New Mexico, Colorado, Utah, Arizona, South Dakota, Oklahoma, Louisiana, Arkansas, Kansas and Iowa. Their responsibilities, in addition to sales of all Arad products, are parts, service and training of end users, particularly as they relate to the Arad Hydrometers.

Sincerely

C. T. Carlyle
Carlyle & Company Ltd.

**#1801, 10035 Saskatchewan Drive
Edmonton, AB T6E 4R4
Phone: (780) 633-7532 Fax: (780) 633-5885**

January 10, 2019

Re: Sole Source / Interspec LLC

To Whom It May Concern:

Mottech Water Solutions LTD, as the Master Distributor and licensed sole source for Motorola Irrigation products in North America has designated Interspec LLC as a qualified dealer to supply technical services and support for select Motorola Irrigation products. This select line includes ICC, IRRInet ACE, IRRInet M, PIU and Piccolo XR that require configuration and software modifications after installation.

Motorola's radio based irrigation control systems are technology based high performance SCADA systems capable of covering large geographic areas and controlling complex water management systems. To maintain optimal performance, it is imperative that only qualified factory trained personnel service and maintain these systems. Interspec LLC is a dealer authorized by Mottech Water Solutions to service and support Motorola Irrigation systems in the central United States. This includes, but is not limited to Arizona, Colorado, Wyoming, New Mexico, Utah, Texas, Illinois, Kansas and Oklahoma.

Sincerely,

Avi Komorov
Business Manager
North America



Part Number	Manufacturer Name	Category	Short Description	Full Description	Unit of Measure	Price
IS-BM-15	ARAD	Valves	1.5" ARAD Flow Meter / M. Valve AC	1.5" ARAD Flow Meter / M. Valve AC	EA	\$651.20
IS-BM-15-DC	ARAD	Valves	1.5" ARAD Flow Meter / M. Valve DC	1.5" ARAD Flow Meter / M. Valve DC	EA	\$668.80
IS-BM-20	ARAD	Valves	2.0" ARAD Flow Meter / M. Valve AC	2.0" ARAD Flow Meter / M. Valve AC	EA	\$651.20
IS-BM-20-DC	ARAD	Valves	2.0" ARAD Flow Meter / M. Valve DC	2.0" ARAD Flow Meter / M. Valve DC	EA	\$668.80
IS-BM-30	ARAD	Valves	3.0" ARAD Flow Meter / M. Valve AC	3.0" ARAD Flow Meter / M. Valve AC	EA	\$1,100.00
IS-BM-30-DC	ARAD	Valves	3.0" ARAD Flow Meter / M. Valve DC	3.0" ARAD Flow Meter / M. Valve DC	EA	\$1,117.60
IS-BM-40	ARAD	Valves	4.0" ARAD Flow Meter / M. Valve AC	4.0" ARAD Flow Meter / M. Valve AC	EA	\$1,672.00
IS-BM-40-DC	ARAD	Valves	4.0" ARAD Flow Meter / M. Valve DC	4.0" ARAD Flow Meter / M. Valve DC	EA	\$1,689.60
IS-BM-60	ARAD	Valves	6.0" ARAD Flow Meter / M. Valve AC	6.0" ARAD Flow Meter / M. Valve AC	EA	\$3,960.00
IS-BM-60-DC	ARAD	Valves	6.0" ARAD Flow Meter / M. Valve DC	6.0" ARAD Flow Meter / M. Valve DC	EA	\$3,977.60
IS-RDSW	ARAD	Valves	Reed Switch for Arad Hydrometers	Reed Switch for Arad Hydrometers	EA	\$52.80
IS-PR	ARAD	Valves	Pressure Regulating Kit	Pressure Regulating Kit	EA	\$176.00
IS-SOL-AC-NO	ARAD	Valves	3W AC Solenoid	3W AC Solenoid	EA	\$123.20
IS-SOL-DC	ARAD	Valves	DC Latching Solenoid	DC Latching Solenoid	EA	\$170.72
IS-REG-xx	ARAD	Valves	Replacement Register xx=register size and ppg	Replacement Register	EA	\$117.92
IS-ICC-BP	Motorola	ICC	ICC Base Station Package, Standard	ICC Base Station Package, Includes Software, FIU, Optimization, Training & 1 Year of Tech Support / PC NOT included - PC by Owner must meet minimum specs	EA	Quote only
IS-WS-ICC	Motorola	Weather Station	Weather Station software/Works with ICC	Weather Station Software/Works with ICC	EA	Quote only
IS-WS-ACE	Motorola	Weather Station	Weather Station - Existing ACE installation	Weather Station - Existing ACE	EA	Quote only
IS-C-U4N	Motorola	Controller	ACE Central FIU Single UHF Radio		EA	\$5,720.00

Part Number	Manufacturer Name	Category	Short Description	Full Description	Unit of Measure	Price
IS-A1A-IPU-RU-SS	Motorola	Controller	16 Sta ACE / RReady / SS Ped. w/ Surge	16 Sta ACE / RReady / SS Ped. w/ Surge	EA	\$9,991.52
IS-A2A-IPU-RU-SS	Motorola	Controller	32 Sta ACE / RReady / SS Ped. w/ Surge	32 Sta ACE / RReady / SS Ped. w/ Surge	EA	\$11,127.60
IS-A3A-IPU-RU-SS	Motorola	Controller	48 Sta ACE / RReady / SS Ped. w/ Surge	48 Sta ACE / RReady / SS Ped. w/ Surge	EA	\$12,263.68
IS-A4A-IPU-RU-SS	Motorola	Controller	64 Sta ACE / RReady / SS Ped. w/ Surge	64 Sta ACE / RReady / SS Ped. w/ Surge	EA	\$13,457.84
IS-A5A-IPU-RU-SS	Motorola	Controller	80 Sta ACE / RReady / SS Ped. w/ Surge	80 Sta ACE / RReady / SS Ped. w/ Surge	EA	\$14,652.00
IS-A1A-IPU-RU-WS	Motorola	Controller	16 Sta ACE / RReady / Wall Mt. w/ Surge	16 Sta ACE / RReady / Wall Mt. w/ Surge	EA	\$9,991.52
IS-A2A-IPU-RU-WS	Motorola	Controller	32 Sta ACE / RReady / Wall Mt. w/ Surge	32 Sta ACE / RReady / Wall Mt. w/ Surge	EA	\$11,127.60
IS-A3A-IPU-RU-WS	Motorola	Controller	48 Sta ACE / RReady / Wall Mt. w/ Surge	48 Sta ACE / RReady / Wall Mt. w/ Surge	EA	\$12,263.68
IS-A4A-IPU-RU-WS	Motorola	Controller	64 Sta ACE / RReady / Wall Mt. w/ Surge	64 Sta ACE / RReady / Wall Mt. w/ Surge	EA	\$13,457.84
IS-A5A-IPU-RU-WS	Motorola	Controller	80 Sta ACE / RReady / Wall Mt. w/ Surge	80 Sta ACE / RReady / Wall Mt. w/ Surge	EA	\$14,652.00
IS-A1A-IPU-RN-SS	Motorola	Controller	16 Sta ACE / RReady / SS Ped. w/ Surge	16 Sta ACE / RReady / SS Ped. w/ Surge	EA	\$9,991.52
IS-A2A-IPU-RN-SS	Motorola	Controller	32 Sta ACE / RReady / SS Ped. w/ Surge	32 Sta ACE / RReady / SS Ped. w/ Surge	EA	\$11,127.60
IS-A3A-IPU-RN-SS	Motorola	Controller	48 Sta ACE / RReady / SS Ped. w/ Surge	48 Sta ACE / RReady / SS Ped. w/ Surge	EA	\$12,263.68
IS-A4A-IPU-RN-SS	Motorola	Controller	64 Sta ACE / RReady / SS Ped. w/ Surge	64 Sta ACE / RReady / SS Ped. w/ Surge	EA	\$13,457.84
IS-A5A-IPU-RN-SS	Motorola	Controller	80 Sta ACE / RReady / SS Ped. w/ Surge	80 Sta ACE / RReady / SS Ped. w/ Surge	EA	\$14,652.00
IS-A1A-IPU-RN-WS	Motorola	Controller	16 Sta ACE / RReady / Wall Mt. w/ Surge	16 Sta ACE / RReady / Wall Mt. w/ Surge	EA	\$9,991.52
IS-A2A-IPU-RN-WS	Motorola	Controller	32 Sta ACE / RReady / Wall Mt. w/ Surge	32 Sta ACE / RReady / Wall Mt. w/ Surge	EA	\$11,127.60
IS-A3A-IPU-RN-WS	Motorola	Controller	48 Sta ACE / RReady / Wall Mt. w/ Surge	48 Sta ACE / RReady / Wall Mt. w/ Surge	EA	\$12,263.68
IS-A4A-IPU-RN-WS	Motorola	Controller	64 Sta ACE / RReady / Wall Mt. w/ Surge	64 Sta ACE / RReady / Wall Mt. w/ Surge	EA	\$13,457.84
IS-A5A-IPU-RN-WS	Motorola	Controller	80 Sta ACE / RReady / Wall Mt. w/ Surge	80 Sta ACE / RReady / Wall Mt. w/ Surge	EA	\$14,652.00
IS-A1A-U4N-RU-SS	Motorola	Controller	16 Sta UHF ACE / RReady / SS Ped. w/ Surge	16 Sta UHF ACE / RReady / SS Ped. w/ Surge	EA	\$11,453.20
IS-A2A-U4N-RU-SS	Motorola	Controller	32 Sta UHF ACE / RReady / SS Ped. w/ Surge	32 Sta UHF ACE / RReady / SS Ped. w/ Surge	EA	\$12,589.28
IS-A3A-U4N-RU-SS	Motorola	Controller	48 Sta UHF ACE / RReady / SS Ped. w/ Surge	48 Sta UHF ACE / RReady / SS Ped. w/ Surge	EA	\$13,728.00

Part Number	Manufacturer Name	Category	Short Description	Full Description	Unit of Measure	Price
IS-A4A-U4N-RU-SS	Motorola	Controller	64 Sta UHF ACE / RReady / SS Ped. w/ Surge	64 Sta UHF ACE / RReady / SS Ped. w/ Surge	EA	\$14,924.80
IS-A5A-U4N-RU-SS	Motorola	Controller	80 Sta UHF ACE / RReady / SS Ped. w/ Surge	80 Sta UHF ACE / RReady / SS Ped. w/ Surge	EA	\$16,121.60
IS-A1A-U4N-RU-WS	Motorola	Controller	16 Sta UHF ACE / RReady / Wall Mt. w/ Surge	16 Sta UHF ACE / RReady / Wall Mt. w/ Surge	EA	\$11,453.20
IS-A2A-U4N-RU-WS	Motorola	Controller	32 Sta UHF ACE / RReady / Wall Mt. w/ Surge	32 Sta UHF ACE / RReady / Wall Mt. w/ Surge	EA	\$12,589.28
IS-A3A-U4N-RU-WS	Motorola	Controller	48 Sta UHF ACE / RReady / Wall Mt. w/ Surge	48 Sta UHF ACE / RReady / Wall Mt. w/ Surge	EA	\$13,728.00
IS-A4A-U4N-RU-WS	Motorola	Controller	64 Sta UHF ACE / RReady / Wall Mt. w/ Surge	64 Sta UHF ACE / RReady / Wall Mt. w/ Surge	EA	\$14,924.80
IS-A5A-U4N-RU-WS	Motorola	Controller	80 Sta UHF ACE / RReady / Wall Mt. w/ Surge	80 Sta UHF ACE / RReady / Wall Mt. w/ Surge	EA	\$16,121.60
IS-A1A-V1N-RU-SS	Motorola	Controller	16 Sta VHF ACE / RReady / SS Ped. w/ Surge	16 Sta VHF ACE / RReady / SS Ped. w/ Surge	EA	\$11,453.20
IS-A2A-V1N-RU-SS	Motorola	Controller	32 Sta VHF ACE / RReady / SS Ped. w/ Surge	32 Sta VHF ACE / RReady / SS Ped. w/ Surge	EA	\$12,589.28
IS-A3A-V1N-RU-SS	Motorola	Controller	48 Sta VHF ACE / RReady / SS Ped. w/ Surge	48 Sta VHF ACE / RReady / SS Ped. w/ Surge	EA	\$13,728.00
IS-A4A-V1N-RU-SS	Motorola	Controller	64 Sta VHF ACE / RReady / SS Ped. w/ Surge	64 Sta VHF ACE / RReady / SS Ped. w/ Surge	EA	\$14,924.80
IS-A5A-V1N-RU-SS	Motorola	Controller	80 Sta VHF ACE / RReady / SS Ped. w/ Surge	80 Sta VHF ACE / RReady / SS Ped. w/ Surge	EA	\$16,121.60
IS-A1A-V1N-RU-WS	Motorola	Controller	16 Sta VHF ACE / RReady / Wall Mt. w/ Surge	16 Sta VHF ACE / RReady / Wall Mt. w/ Surge	EA	\$11,453.20
IS-A2A-V1N-RU-WS	Motorola	Controller	32 Sta VHF ACE / RReady / Wall Mt. w/ Surge	32 Sta VHF ACE / RReady / Wall Mt. w/ Surge	EA	\$12,589.28
IS-A3A-V1N-RU-WS	Motorola	Controller	48 Sta VHF ACE / RReady / Wall Mt. w/ Surge	48 Sta VHF ACE / RReady / Wall Mt. w/ Surge	EA	\$13,728.00
IS-A4A-V1N-RU-WS	Motorola	Controller	64 Sta VHF ACE / RReady / Wall Mt. w/ Surge	64 Sta VHF ACE / RReady / Wall Mt. w/ Surge	EA	\$14,924.80
IS-A5A-V1N-RU-WS	Motorola	Controller	80 Sta VHF ACE / RReady / Wall Mt. w/ Surge	80 Sta VHF ACE / RReady / Wall Mt. w/ Surge	EA	\$16,121.60
IS-R1A-RU-SS	Motorola	Controller	12 Station IRRI-M / SS Ped. w/ Surge	12 Station IRRI-M / SS Ped. w/ Surge	EA	\$4,950.88
IS-R2A-RU-SS	Motorola	Controller	24 Station IRRI-M / SS Ped. w/ Surge	24 Station IRRI-M / SS Ped. w/ Surge	EA	\$5,509.68
IS-R3A-RU-SS	Motorola	Controller	36 Station IRRI-M / SS Ped. w/ Surge	36 Station IRRI-M / SS Ped. w/ Surge	EA	\$8,361.76
IS-R4A-RU-SS	Motorola	Controller	48 Station IRRI-M / SS Ped. w/ Surge	48 Station IRRI-M / SS Ped. w/ Surge	EA	\$9,110.64
IS-R5A-RU-SS	Motorola	Controller	60 Station IRRI-M/ SS Ped. w/Surge Not Standard Item			\$12,208.24
		Controller				
IS-R1A-RU-WS	Motorola	Controller	12 Station IRRI-M / Wall Mt. w/ Surge	12 Station IRRI-M / Wall Mt. w/ Surge	EA	\$4,950.88

Part Number	Manufacturer Name	Category	Short Description	Full Description	Unit of Measure	Price
IS-R2A-RU-WS	Motorola	Controller	24 Station IRRI-M / Wall Mt. w/ Surge	24 Station IRRI-M / Wall Mt. w/ Surge	EA	\$5,509.68
IS-R3A-RU-WS	Motorola	Controller	36 Station IRRI-M / Wall Mt. w/ Surge	36 Station IRRI-M / Wall Mt. w/ Surge	EA	\$8,361.76
IS-R4A-RU-WS	Motorola	Controller	48 Station IRRI-M / Wall Mt. w/ Surge	48 Station IRRI-M / Wall Mt. w/ Surge	EA	\$9,110.64
IS-R1D-RU-SO	Motorola	Controller	12 Station DC IRRI-M / SS Ped.	12 Station DC IRRI-M / SS Ped.	EA	\$4,589.20
IS-R2D-RU-SO	Motorola	Controller	24 Station DC IRRI-M / SS Ped.	24 Station DC IRRI-M / SS Ped.	EA	\$4,752.00
IS-FLC-AP-Rx	Motorola	Controller	4 Station Wall Mount LCM		EA	Quote Only
-Rx		Controller	X= Additional Contactors (not to exceed 8 total)			
IS-PIU-AD	Motorola	Controller	PIU / Interface Unit/Internal mount	PIU / Interface Unit/Internal Mount	EA	\$1,020.80
IS-XR-44-FD	Motorola	Controller	4 Station XR / Pedestal	4 Station XR / Pedestal	EA	\$1,180.96
AM-A1A-C8N-00-SS	Motorola	Controller	16 ACE with Motorola 800 C,16 DO/DI, 24v and 110 Surge Protection, Low Profile 800 Antenna in Stainless Steel Enclosure		EA	\$10,604.00
AM-A2A-C8N-00-SS	Motorola	Controller	32 ACE with Motorola 800 C,16 DO/DI, 24v and 110 Surge Protection, Low Profile 800 Antenna in Stainless Steel Enclosure		EA	\$11,721.60
AM-A3A-C8N-00-SS	Motorola	Controller	48 ACE with Motorola 800 C,16 DO/DI, 24v and 110 Surge Protection, Low Profile 800 Antenna in Stainless Steel Enclosure		EA	\$12,804.00
AM-A4A-C8N-00-SS	Motorola	Controller	64 ACE with Motorola 800 C,16 DO/DI, 24v and 110 Surge Protection, Low Profile 800 Antenna in Stainless Steel Enclosure		EA	\$13,943.60
AM-A5A-C8N-00-SS	Motorola	Controller	80 ACE with Motorola 800 C,16 DO/DI, 24v and 110 Surge Protection, Low Profile 800 Antenna in Stainless Steel Enclosure		EA	\$15,114.00
AM-A1A-C8N-00-WS	Motorola	Controller	16 ACE with Motorola 800 C,16 DO/DI, 24v and 110 Surge Protection, Low Profile 800 Antenna in Stainless Steel Enclosure		EA	\$10,604.00
AM-A2A-C8N-00-WS	Motorola	Controller	32 ACE with Motorola 800 C,16 DO/DI, 24v and 110 Surge Protection, Low Profile 800 Antenna in Stainless Steel Enclosure		EA	\$11,721.60
AM-A3A-C8N-00-WS	Motorola	Controller	48 ACE with Motorola 800 C,16 DO/DI, 24v and 110 Surge Protection, Low Profile 800 Antenna in Stainless Steel Enclosure		EA	\$12,804.00
AM-A4A-C8N-00-WS	Motorola	Controller	64 ACE with Motorola 800 C,16 DO/DI, 24v and 110 Surge Protection, Low Profile 800 Antenna in Stainless Steel Enclosure		EA	\$13,943.60
AM-A5A-C8N-00-WS	Motorola	Controller	80 ACE with Motorola 800 C,16 DO/DI, 24v and 110 Surge Protection, Low Profile 800 Antenna in Stainless Steel Enclosure		EA	\$15,114.00

Part Number	Manufacturer Name	Category	Short Description	Full Description	Unit of Measure	Price
AM-A1A-C8N-4N-SS	Motorola	Controller	16 ACE with Motorola 800 C, UHF Secondary Radio 16 DO/DI, 24v and 110 Surge Protection, Low Profile 800 Antenna in Stainless Steel Enclosure		EA	\$12,065.68
AM-A2A-C8N-4N-SS	Motorola	Controller	32 ACE with Motorola 800 C, UHF Secondary Radio 16 DO/DI, 24v and 110 Surge Protection, Low Profile 800 Antenna in Stainless Steel Enclosure		EA	\$13,183.28
AM-A3A-C8N-4N-SS	Motorola	Controller	48 ACE with Motorola 800 C, UHF Secondary Radio 16 DO/DI, 24v and 110 Surge Protection, Low Profile 800 Antenna in Stainless Steel Enclosure		EA	\$14,268.32
AM-A4A-C8N-4N-SS	Motorola	Controller	64 ACE with Motorola 800 C, UHF Secondary Radio 16 DO/DI, 24v and 110 Surge Protection, Low Profile 800 Antenna in Stainless Steel Enclosure		EA	\$15,410.56
AM-A5A-C8N-4N-SS	Motorola	Controller	80 ACE with Motorola 800 C, UHF Secondary Radio 16 DO/DI, 24v and 110 Surge Protection, Low Profile 800 Antenna in Stainless Steel Enclosure		EA	\$16,583.60
AM-A1A-C8N-4N-WS	Motorola	Controller	16 ACE with Motorola 800 C, UHF Secondary Radio 16 DO/DI, 24v and 110 Surge Protection, Low Profile 800 Antenna in Stainless Steel Enclosure		EA	\$12,065.68
AM-A2A-C8N-4N-WS	Motorola	Controller	32 ACE with Motorola 800 C, UHF Secondary Radio 16 DO/DI, 24v and 110 Surge Protection, Low Profile 800 Antenna in Stainless Steel Enclosure		EA	\$13,183.28
AM-A3A-C8N-4N-WS	Motorola	Controller	48 ACE with Motorola 800 C, UHF Secondary Radio 16 DO/DI, 24v and 110 Surge Protection, Low Profile 800 Antenna in Stainless Steel Enclosure		EA	\$14,268.32
AM-A4A-C8N-4N-WS	Motorola	Controller	64 ACE with Motorola 800 C, UHF Secondary Radio 16 DO/DI, 24v and 110 Surge Protection, Low Profile 800 Antenna in Stainless Steel Enclosure		EA	\$15,410.56
AM-A5A-C8N-4N-WS	Motorola	Controller	80 ACE with Motorola 800 C, UHF Secondary Radio 16 DO/DI, 24v and 110 Surge Protection, Low Profile 800 Antenna in Stainless Steel Enclosure		EA	\$16,583.60
AM-R1A-4N-SS	Motorola	Controller	IRRInet-M AC 12/4 UHF Radio, Surge Protection, Backup Battery, Stainless Pedestal		EA	\$4,950.88
AM-R2A-4N-SS	Motorola	Controller	IRRInet-M AC 24/8 UHF Radio, Surge Protection, Backup Battery, Stainless Pedestal		EA	\$5,509.68
AM-R3A-4N-SS	Motorola	Controller	IRRInet-M AC 36/12 UHF Radio, Surge Protection, Backup Battery, Stainless Pedestal		EA	\$8,361.76
AM-R4A-4N-SS	Motorola	Controller	IRRInet-M AC 48/16 UHF Radio, Surge Protection, Backup Battery, Stainless Pedestal		EA	\$9,110.64
AM-R1A-4N-WS	Motorola	Controller	IRRInet-M AC 12/4 UHF Radio, Surge Protection, Backup Battery, Stainless wall mount		EA	\$4,950.88
AM-R2A-4N-WS	Motorola	Controller	IRRInet-M AC 24/8 UHF Radio, Surge Protection, Backup Battery, Stainless wall mount		EA	\$5,509.68
AM-R3A-4N-WS	Motorola	Controller	IRRInet-M AC 36/12 UHF Radio, Surge Protection, Backup Battery, Stainless wall mount		EA	\$8,361.76
AM-R4A-4N-WS	Motorola	Controller	IRRInet-M AC 48/16 UHF Radio, Surge Protection, Backup Battery, Stainless wall mount		EA	\$9,110.64

Part Number	Manufacturer Name	Category	Short Description	Full Description	Unit of Measure	Price
AM-R1A-8N-SS	Motorola	Controller	IRRI-net-M AC 12/4 800 C Radio, Surge Protection, Backup Battery, Stainless Pedestal		EA	\$4,950.88
AM-R2A-8N-SS	Motorola	Controller	IRRI-net-M AC 24/8 800 C Radio, Surge Protection, Backup Battery, Stainless Pedestal		EA	\$5,509.68
AM-R3A-8N-SS	Motorola	Controller	IRRI-net-M AC 36/12 800 C Radio, Surge Protection, Backup Battery, Stainless Pedestal		EA	\$8,361.76
AM-R4A-8N-SS	Motorola	Controller	IRRI-net-M AC 48/16 800 C Radio, Surge Protection, Backup Battery, Stainless Pedestal		EA	\$9,110.64
AM-R1A-8N-WS	Motorola	Controller	IRRI-net-M AC 12/4 800 C Radio, Surge Protection, Backup Battery, Stainless wall mount		EA	\$4,950.88
AM-R2A-8N-WS	Motorola	Controller	IRRI-net-M AC 24/8 800 C Radio, Surge Protection, Backup Battery, Stainless wall mount		EA	\$5,509.68
AM-R3A-8N-WS	Motorola	Controller	IRRI-net-M AC 36/12 800 C Radio, Surge Protection, Backup Battery, Stainless wall mount		EA	\$8,361.76
AM-R4A-8N-WS	Motorola	Controller	IRRI-net-M AC 48/16 800 C Radio, Surge Protection, Backup Battery, Stainless wall mount		EA	\$9,110.64
AM-R1D-4N-S0	Motorola	Controller	12 Station UHF DC IRRI-M / SS Ped.		EA	\$4,589.20
AM-R2D-4N-S0	Motorola	Controller	24 Station UHF DC IRRI-M / SS Ped.		EA	\$4,752.00
AM-R1D-8N-S0	Motorola	Controller	12 Station 800MHz DC IRRI-M/SS Ped		EA	\$4,589.20
AM-R2D-8N-S0	Motorola	Controller	24 Station 800MHz DC IRRI-M / SS Ped.		EA	\$4,752.00

Part Number	Manufacturer Name	Category	Short Description	Full Description	Unit of Measure	Price
IS-EXP-3537-M2	Motorola	Accessories	Expansion Kit, 16 O ACE (inc. 24 VAC Surge & Wiring Harness)	Expansion Kit, 16 O ACE (inc. 24 VAC Surge & Wiring Harness)	EA	\$1,122.00
IS-EXP-3537-M3	Motorola	Accessories	Expansion Kit, 16 O ACE (inc. 24 VAC Surge & Wiring Harness)	Expansion Kit, 16 O ACE (inc. 24 VAC Surge & Wiring Harness)	EA	\$1,122.00
IS-EXP-3537-M4	Motorola	Accessories	Expansion Kit, 16 O ACE (inc. 24 VAC Surge & Wiring Harness)	Expansion Kit, 16 O ACE (inc. 24 VAC Surge & Wiring Harness)	EA	\$1,122.00
IS-EXP-3537-M5	Motorola	Accessories	Expansion Kit, ACE, from 64 sta to 80 sta (inc. 24VAC Surge, Wire harness, new MB and cages)	Expansion Kit, ACE, from 64 sta to 80 sta	EA	\$1,562.00
IS-F7502	Motorola	Accessories	ACE CPU 3640	ACE CPU 3640	EA	\$2,332.00
IS-AL3537-616	Motorola	Accessories	Module, 16 Output ACE Module Only	Module, 16 Output ACE Module Only	EA	\$748.00
IS-AL3553-480	Motorola	Accessories	Module 16 Input ACE Module Only	Module 16 Input ACE Module Only	EA	\$572.00
IS-FLA1644	Motorola	Accessories	Power Supply, ACE	Power Supply, ACE	EA	\$1,154.56
IS-EXP-RA	Motorola	Accessories	Expansion Kit, 12 Sta. AC (adds 12 sta.to an existing 12 sta. unit)	Expansion Kit, 12 Sta. AC (adds 12 sta.to an existing 12 sta. unit)	EA	\$902.00
IS-EXP-RD	Motorola	Accessories	Expansion Kit, 12 Sta. DC (adds 12 sta.to an existing 12 sta. unit)	Expansion Kit, 12 Sta. DC (adds 12 sta.to an existing 12 sta. unit)	EA	\$673.20
IS-Transformer		Accessories	Transformer, Small	Transformer, Small	EA	\$70.40
IS-SP-20		Accessories	Solar Panel DC	Solar Panel DC	EA	\$202.40
S-ENC Solar HA		Accessories	Solar Panel DC/Hood Assembly	Solar Panel DC/Hood Assembly	EA	\$774.40
S-BATT-SOL		Accessories	Battery, DC	Battery, DC	EA	\$176.00
IS-RPS		Accessories	Power Supply, Small Radio	Power Supply, Small Radio	EA	\$105.60
IS-ASC-12/8		Accessories	Regulator, Solar Panel	Regulator, Solar Panel	EA	\$88.00
IS-24SUR8		Accessories	24 VAC Surge 8 Station	24 VAC Surge 8 Station	EA	\$246.40
IS-24SUR12		Accessories	24 VAC Surge 12 Station	24 VAC Surge 12 Station	EA	\$316.80
IS-110SURGE		Accessories	110 VAC Surge	110 VAC Surge	EA	\$181.28
IS-110-ASSY		Accessories	110 Assembly w/GFI	110 Surge Assembly w/GFI	EA	\$246.40
IS-PB		Accessories	Push Button		EA	\$81.07
IS-TRA4503		Accessories	UHF Antenna	UHF Antenna	EA	\$88.00
IS-TRA8063		Accessories	800 Antenna		EA	\$96.80
IS-FG4503		Accessories	UHF External Antenna	UHF Fiberglass Antenna	EA	\$264.00
IS-FG4603		Accessories	UHF External Antenna		EA	\$264.00
IS-MYA4503		Accessories	UHF Yagi antenna	UHF Yagi antenna	EA	\$132.00
IS-ALP4		Accessories	UHF Low Profile Antenna		EA	\$140.80
IS-ALP8		Accessories	800 Low Profile Antenna		EA	\$140.80
IS-AY4		Accessories	UHF Yagi Antenna		EA	\$132.00
IS-AY8		Accessories	800 Yagi Antenna	Antenna Cable BNC	EA	\$132.00
				Antenna Cable MUHF		
IS-RFW-1976-24		Accessories	Antenna Cable BNC	Antenna Cable (Custom Length w/ Connectors)	EA	\$44.00
IS-RFW-1958-24		Accessories	Antenna Cable MUHF		EA	\$54.56
IS-ACMUC-xxx		Accessories	Antenna Cable (Custom Length w/ Connectors)		EA	Quote Only

Part Number	Manufacturer Name	Category	Short Description	Full Description	Unit of Measure	Price
IS-ICCPRO-01	Motorola	Accesssories	Software, ICC Pro 1000 I/O		EA	Quote Only
IS-ICCPRO-05	Motorola	Accesssories	Software, ICC Pro 5000 I/O		EA	Quote Only
IS-ICCPRO-10	Motorola	Accesssories	Software, ICC Pro 10,000 I/O	Tel. & Remote Access Support. Owner responsible for providing Remote Access via approved method. Contact Interspec for specifics.	EA	Quote Only
IS-SUPT-YR		Accessories	Annual Support Contract		EA	\$1,800.00



Interspec
9810 Liberty Road
Aubrey, TX USA 76227
www.interspec.com
Email deby@interspec.com
Tel 940-440-9757
75-2793004
17527930048

Sales Quote

Quote #	QU-2036001
Date	12/2/2020

Billing Address **Allen, City of**
305 Century Parkway
Allen, Tx
USA
75013

Shipping Address **Allen, City of**
305 Century Parkway
Allen, Tx
USA
75013

Contact Trey Lee
Phone 214-509-4100
Fax 214-509-3318

Payment Terms

Net 30

Item	Description	Quantity	Unit Price	Sub-Total
IS-A4A-IPU-RN-SS	ID4 Celebration Pg and Angel Pkwy: ACE AC 64/16 IP/TCP Communications and UHF Radio, Surge Protection, Green Stainless Pedestal	1 ea.	\$13,457.84	\$13,457.84
IS-PB	Push Button, add	2	\$81.07	\$162.14
IS-R5A-RU-SS	ID 401, 402, 403 Middle Soccer: IRRInet-M AC 60/8 UHF Radio, Surge Protection, Green Stainless Pedestal	1 ea.	\$12,208.24	\$12,208.24
IS-PB	Push Button, add	1	\$81.07	\$81.07
IS-R5A-RU-SS	ID 404, 405, 406 Great Lawn: IRRInet-M AC 60/8 UHF Radio, Surge Protection, Green Stainless Pedestal	1 ea.	\$12,208.24	\$12,208.24
IS-PB	Push Button, add	1	\$81.07	\$81.07
IS-R2A-RU-SS	ID 410 West Parking: IRRInet-M AC 24/8 UHF Radio, Surge Protection, Green Stainless Pedestal	1 ea.	\$5,509.68	\$5,509.68
IS-PB	Push Button, add	1	\$81.07	\$81.07
IS-R4A-RU-SS	ID 411, 412 East Soccer: IRRInet-M AC 48/8 UHF Radio, Surge Protection, Green Stainless Pedestal	1 ea.	\$9,110.64	\$9,110.64
IS-PB	Push Button, add	1	\$81.07	\$81.07
IS-R4A-RU-SS	ID- 413, 414 West Soccer: IRRInet-M AC 48/8 UHF Radio, Surge Protection, Green Stainless Pedestal	1 ea.	\$9,110.64	\$9,110.64
IS-PB	Push Button, add	1	\$81.07	\$81.07



Interspec
 9810 Liberty Road
 Aubrey, TX USA 76227
 www.inter-spec.com
 Email deby@inter-spec.com
 Tel 940-440-9757
 75-2793004
 17527930048

Sales Quote

Quote #	QU-2036001
Date	12/2/2020

Item	Description	Quantity	Unit Price	Sub-Total
IS-A4A-IPU-RN-WS	ID5 Bolin: ACE AC 64/16 IP/TCP Communications and UHF Radio, Surge Protection, Has External Antenna	1 ea.	\$13,457.84	\$13,457.84
IS-PB	Push Button, add	1	\$81.07	\$81.07
IS-R2A-RU-SS	ID 507, 508 McDermott @ Custer: IRRInet-M AC 24/8 UHF Radio, Surge Protection, Green Stainless Pedestal	1 ea.	\$5,509.68	\$5,509.68
IS-PB	Push Button, add	1	\$81.07	\$81.07
IS-R3A-RU-SS	ID 513, 514 Suncreek Park: IRRInet-M AC 36/8 UHF Radio, Surge Protection, Green Stainless Pedestal	1 ea.	\$8,361.76	\$8,361.76
IS-PB	Push Button, add	1	\$81.07	\$81.07
IS-R1A-RU-SS	ID 607 Exchange @ Hwy 5: IRRInet-M AC 12/4 UHF Radio, Surge Protection, Green Stainless Pedestal	1 ea.	\$4,950.88	\$4,950.88
IS-PB	Push Button, add	1	\$81.07	\$81.07
IS-R1A-RU-SS	ID 608 Exchange @ Roaring Springs: IRRInet-M AC 12/4 UHF Radio, Surge Protection, Green Stainless Pedestal	1 ea.	\$4,950.88	\$4,950.88
IS-PB	Push Button, add	1	\$81.07	\$81.07

Remarks

Buy Board 611-20
 6/1/2020 through 5/31/2021 with two one-year renewals

Sub-Total

\$99,809.16

Total

\$99,809.16



Interspec
9810 Liberty Road
Aubrey, TX USA 76227
www.inter-spec.com
Email deby@inter-spec.com
Tel 940-440-9757
75-2793004
17527930048

Sales Quote

Quote #	QU-2036236
Date	12/2/2020

Billing Address **Allen, City of**
305 Century Parkway
Allen, Tx
USA
75013

Shipping Address **Allen, City of**
305 Century Parkway
Allen, Tx
USA
75013

Contact Trey Lee
Phone 214-509-4100
Fax 214-509-3318

Payment Terms

Net 30

Item	Description	Quantity	Unit Price	Sub-Total
IS-R3A-RU-SS	IRRInet-M AC 36/8 UHF Radio, Surge Protection, Green Stainless Pedestal	4 ea.	\$8,361.76	\$33,447.04
IS-R1A-RU-SS	IRRInet-M AC 12/4 UHF Radio, Surge Protection, Green Stainless Pedestal	3 ea.	\$4,950.88	\$14,852.64

Remarks

Buy Board 611-20
6/1/2020 through 5/31/2021 with two one-year renewals

Sub-Total

\$48,299.68

Total

\$48,299.68

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:	January 12, 2021
SUBJECT:	Accept the Resignation of Cristie Johnson and Declare a Vacancy in Place No. 5 on the Public Art Committee.
STAFF RESOURCE:	Shelley B. George, City Secretary
ACTION PROPOSED:	Accept the Resignation of Cristie Johnson and Declare a Vacancy in Place No. 5 on the Public Art Committee.

BACKGROUND

On December 3, Cristie Johnson submitted her resignation for Place No. 5 on the Public Art Committee.

MOTION

I make a motion to accept the resignation of Cristie Johnson and to declare a vacancy in Place No. 5 on the Public Art Committee.

ATTACHMENTS:

Resignation Letter

Shelley George

Subject: FW: [External] City of Allen Art Committee Resignation

From: Cristie Johnson

Sent: Thursday, December 3, 2020 2:21 PM

To: Jennifer Robinson <jrobinson@cityofallen.org>; Shelley George <sgeorge@cityofallen.org>

Subject: [External] City of Allen Art Committee Resignation

With a heavy heart I must resign from the Art Committee. I will be moving to Burnet, TX and the sell of my home has been set to Dec 28th. It has been an absolute pleasure to serve and I hope I am able to find something similar to contribute to the new community I will be living in. Thank you both for everything you do. Allen has been one of the best places I have lived.

Cristie Johnson

WARNING: This email is from an external source. Do not click links or open attachments without positive sender verification of purpose. Never enter Username, Password or sensitive information on linked pages from this email. If you are unsure about the message, please forward to abuse@cityofallen.org for assistance.

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:	January 12, 2021
SUBJECT:	Motion to Set Saturday, January 23, 2021, as the Date for the Strategic Planning Session with City Council.
STAFF RESOURCE:	Eric Ellwanger, City Manager
ACTION PROPOSED:	Motion to Set Saturday, January 23, 2021, as the Date for the Strategic Planning Session with City Council.

BACKGROUND

The Annual City Council Strategic Planning Session will be held on Saturday, January 23 at the Allen Senior Recreation Center located at 451 St. Mary Drive. The meeting will be open to the public and held in compliance with Coronavirus Executive Orders issued by the Texas Governor.

MOTION

I make a motion to set Saturday, January 23, 2021, as the date for the Strategic Planning Session with City Council.

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: January 12, 2021

SUBJECT: Receive the Investment Report for Period Ending September 30, 2020.

STAFF RESOURCE: Jennifer Fung, Interim Chief Financial Officer
Chris Landrum, Assistant Chief Financial Officer
Tru Nguyen, Chief Accountant

BACKGROUND

Under the Public Funds Investment Act (the Act) the investment officer of an entity must prepare and submit to the governing body a written report of investment transactions for all funds covered by this chapter for the preceding reporting period. The report must be submitted quarterly. The attached report, for the period ended September 30, 2020, meets that requirement of the Act.

The Act requires that the following information be presented in the report: beginning market value, ending market value, beginning book value, ending book value, the accrued interest and the maturity date.

The Act also requires that the report be prepared and signed by all authorized investment officers verifying that the information presented is accurate.

STAFF RECOMMENDATION

Staff recommends that the city council receive the Investment Report for Period Ending September 30, 2020.

MOTION

I make a motion to Receive the Investment Report for Period Ending September 30, 2020.

ATTACHMENTS:

Investment Report for the Period Ended September 30, 2020

QUARTERLY INVESTMENT REPORT



July 1, 2020 - September 30, 2020

CITY OF ALLEN

QUARTERLY INVESTMENT REPORT

July 1, 2020 - September 30, 2020

Portfolio Summary

This quarterly report is in full compliance with the investment policy and strategy as established for the City of Allen, Texas and the Public Funds Investment Act (Chapter 2256, Texas Government Code).

Quarter End	Book Value	Market Value	Unrealised Gain	Yield-To-Maturity @ Cost	6-Month Treasury Yield	Accrued Interest Receivable	Weighted Average Maturity
6/30/2020	\$220,500,827	\$221,515,508	\$1,014,681	1.64%	0.18%	\$983,477	555 Days
9/30/2020	\$223,032,258	\$224,568,282	\$1,536,024	1.34%	0.11%	\$785,267	551 Days
\$3,052,774 Increase in Market Value							

Prepared by:



Jennifer Fung, Interim CFO

12/8/2020

Date



Tru Nguyen, Chief Accountant

12/8/2020

Date



Chris Landrum, Assistant CFO

12/8/2020

Date

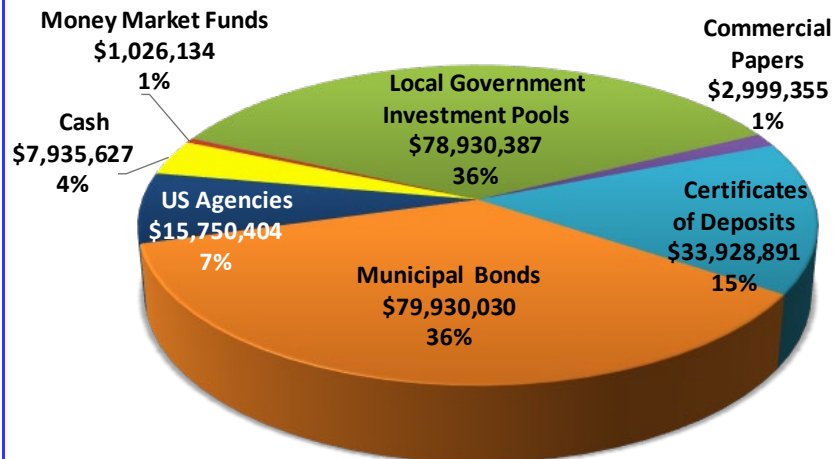
CITY OF ALLEN QUARTERLY INVESTMENT REPORT

July 1, 2020 - September 30, 2020

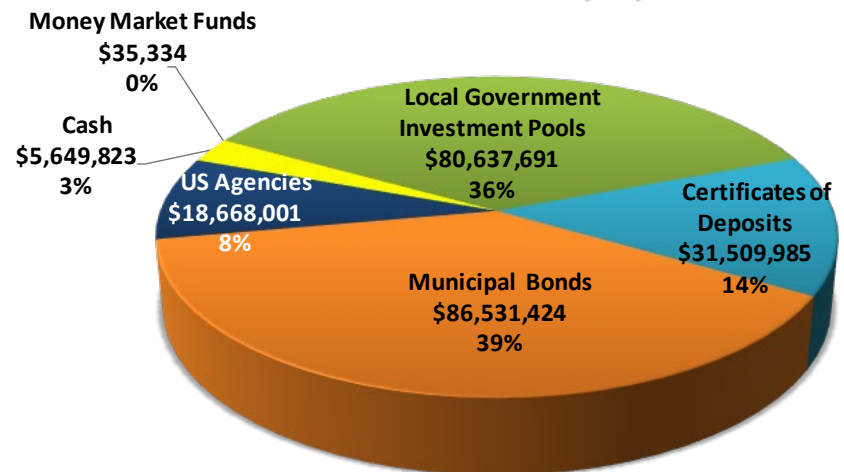
Security Sector Allocation - Book Value

Security Sector	Book Value 7/1/2020	% of Portfolio 7/1/2020	Book Value 9/30/2020	% of Portfolio 9/30/2020
Cash	\$7,935,627	4%	\$5,649,823	3%
Money Market Funds	1,026,134	1%	35,334	0%
Local Government Investment Pools	78,930,387	36%	80,637,691	36%
Commercial Papers	2,999,354	1%	0	0%
Certificates of Deposits	33,928,891	15%	31,509,985	14%
Municipal Securities	79,930,030	36%	86,531,424	39%
US Agency Securities	15,750,404	7%	18,668,001	8%
Total	\$220,500,827	100%	\$223,032,258	100%

Total Portfolio Assets as of 7/1/2020



Total Portfolio Assets as of 9/30/2020



CITY OF ALLEN

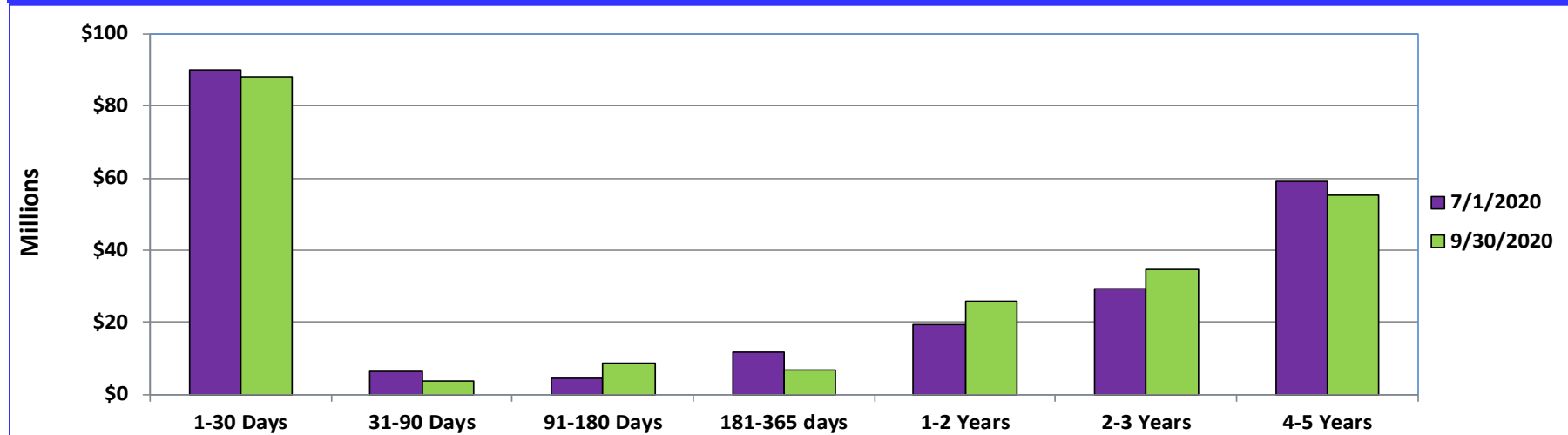
QUARTERLY INVESTMENT REPORT

July 1, 2020 - September 30, 2020

Distribution by Maturity Range - Book Value

Maturity Range	Book Value 7/1/2020	% of Portfolio 7/1/2020	Book Value 9/30/2020	% of Portfolio 9/30/2020
1-30 Days	\$89,882,148	41%	\$88,077,848	39%
31-90 Days	\$6,295,381	3%	\$3,934,575	2%
91-180 Days	\$4,598,323	2%	\$8,720,802	4%
181-365 days	\$11,953,934	5%	\$6,703,522	3%
1-2 Years	\$19,466,984	9%	\$25,965,663	12%
2-3 Years	\$29,265,137	13%	\$34,520,526	15%
4-5 Years	\$59,038,920	27%	\$55,109,322	25%
Total	\$220,500,827	100%	\$223,032,258	100%

Portfolio Holdings



CITY OF ALLEN

QUARTERLY INVESTMENT REPORT

July 1, 2020 - September 30, 2020

Portfolio Holdings and Changes

Maturity	Settlement	Description	CUSIP	Value at 6/30/2020		Value at 9/30/2020	
Date	Date			Book	Market	Book	Market
Redeemed Securities							
07/01/20	02/20/19	Municipal Bonds	678514BA7	\$ 1,008,464.00	\$ 1,000,000.00	\$ 0.00	\$ 0.00
07/01/20	06/01/20	Municipal Bonds	13281KTU2	1,600,096.00	1,554,727.50	0.00	0.00
07/17/20	01/17/20	FNMA	3135G0X32	1,000,000.00	1,000,450.00	0.00	0.00
07/18/20	04/17/20	CD	947547LZ6	245,000.00	245,144.55	0.00	0.00
07/24/20	01/24/20	FNMA	3135G0X57	1,000,000.00	1,000,830.00	0.00	0.00
07/28/20	07/28/17	CD	60050001930	1,500,000.00	1,500,000.00	0.00	0.00
07/28/20	07/28/17	CD	63861NAJ4	245,000.00	245,320.95	0.00	0.00
07/28/20	07/28/17	CD	87270LAE3	245,000.00	245,320.95	0.00	0.00
07/28/20	08/14/17	CD	86789VUK1	246,000.00	255,081.18	0.00	0.00
07/31/20	07/31/17	CD	88283MBB9	245,000.00	245,367.50	0.00	0.00
08/01/20	03/12/19	Municipal Bonds	796237VL6	2,063,380.00	2,006,360.00	0.00	0.00
08/03/20	08/02/17	CD	92937CFV5	245,000.00	245,401.80	0.00	0.00
08/14/20	02/14/20	FHLMC	3134GVCH9	1,000,000.00	1,001,380.00	0.00	0.00
08/15/20	11/15/18	Municipal Bonds	770047AN8	200,000.00	200,492.00	0.00	0.00
08/21/20	02/21/20	FHLB	3130AJ6P9	1,000,000.00	1,002,380.00	0.00	0.00
08/22/20	08/22/19	CD	9661513	1,026,050.67	1,026,050.67	0.00	0.00
08/22/20	08/22/18	CD	60050005697	1,000,000.00	1,000,000.00	0.00	0.00
08/27/20	08/27/19	CD	299547AW9	245,000.00	245,737.45	0.00	0.00
09/01/20	09/25/19	Municipal Bonds	01030LDC6	225,000.00	225,245.25	0.00	0.00
09/01/20	12/19/19	Municipal Bonds	056869BS8	109,975.80	110,154.00	0.00	0.00
09/08/20	01/13/20	CP	80258PJ86	2,000,000.00	2,000,000.00	0.00	0.00
09/10/20	12/16/19	CP	62479LJA4	999,354.82	999,632.00	0.00	0.00
Government Agencies							
07/01/20	07/23/19	FNMA	31381VKE4	1,038,030.00	1,042,200.00	1,030,625.00	1,035,710.00
12/28/20	12/28/17	FHLMC	3134GB5E8	1,008,440.00	1,008,440.00	1,000,000.00	1,004,470.00
02/16/21	08/16/17	FNMA	3136G4NR0	1,514,385.00	1,514,385.00	1,500,000.00	1,508,820.00
05/01/22	05/03/18	FNMA	3138LJZQ6	654,551.21	677,413.52	637,375.90	672,364.95
08/24/22	08/24/17	FHLB	3130ABWU6	1,534,997.22	1,556,595.00	1,500,000.00	1,551,585.00
11/13/23	08/13/20	FHLMC	3134GWMH6	0.00	0.00	1,000,000.00	1,000,160.00
12/22/23	06/22/20	FNMA	3136G4XE8	2,000,000.00	2,000,680.00	2,000,000.00	2,000,800.00
12/29/23	06/29/20	FHLMC	3134GVZ92	1,000,000.00	999,293.00	1,000,000.00	999,760.00
02/12/24	08/12/20	FHLMC	3134GWLJ8	0.00	0.00	1,000,000.00	999,330.00
05/24/24	08/24/20	FHLMC	3134GWNS1	0.00	0.00	1,000,000.00	998,710.00
11/26/24	08/26/20	FNMA	3136G4Q22	0.00	0.00	1,000,000.00	999,610.00
12/16/24	12/16/19	FHLB	3130AHN66	1,000,000.00	1,006,680.00	1,000,000.00	993,880.00
12/30/24	06/22/20	FHLB	3130AJQP7	1,000,000.00	1,000,080.00	1,000,000.00	991,020.00
01/09/25	07/09/20	FHLMC	3134GV3Y2	0.00	0.00	1,000,000.00	998,680.00
02/24/25	02/24/20	FHLMC	3134GVDJ4	1,000,000.00	1,006,670.00	1,000,000.00	1,003,950.00
02/26/25	09/02/20	FHLMC	3134GWSE7	0.00	0.00	1,000,000.00	998,770.00
08/27/25	09/02/20	FHLB	3130AJZ36	0.00	0.00	1,000,000.00	999,260.00

Maturity Date	Settlement Date	Description	CUSIP	Value at 6/30/2020		Value at 9/30/2020	
				Book	Market	Book	Market
				\$	\$	\$	\$
Municipal Bonds							
10/01/20	10/23/19	Municipal Bonds	605581LZ8	1,000,000.00	1,002,350.00	1,000,000.00	1,000,000.00
10/01/20	09/04/19	Municipal Bonds	656491PV3	250,000.00	250,732.50	250,000.00	250,000.00
10/01/20	07/18/19	Municipal Bonds	728500FC8	425,000.00	426,232.50	425,000.00	425,000.00
10/15/20	07/16/20	Municipal Bonds	476623CL5	0.00	0.00	80,000.00	80,002.40
12/01/20	12/20/18	Municipal Bonds	215075KD3	1,190,270.24	1,188,298.80	1,210,540.50	1,177,476.30
12/01/20	09/25/19	Municipal Bonds	630412SY1	225,504.00	225,567.00	225,913.50	225,589.50
12/01/20	12/18/18	Municipal Bonds	64966MK40	1,009,420.00	1,009,420.00	1,000,000.00	1,004,570.00
12/01/20	10/30/19	Municipal Bonds	81684LDE3	355,000.00	356,423.55	355,000.00	355,894.60
12/01/20	03/12/20	Municipal Bonds	971039RJ3	143,128.80	144,380.85	143,120.80	144,782.50
03/01/21	03/24/20	Municipal Bonds	2201124D5	3,026,833.83	3,035,850.00	3,022,230.00	3,023,850.00
03/01/21	09/02/20	Municipal Bonds	565607PT9	0.00	0.00	100,000.00	100,027.00
03/01/21	06/07/19	Municipal Bonds	64966HHA1	227,332.60	227,332.60	230,562.20	224,875.20
04/01/21	09/26/19	Municipal Bonds	847219AB8	235,000.00	236,536.90	235,000.00	236,158.55
06/01/21	06/14/18	Municipal Bonds	150528YM3	175,369.26	178,281.25	175,738.50	177,621.50
06/01/21	08/08/19	Municipal Bonds	246412ED8	2,044,698.28	2,006,340.00	2,054,120.00	2,006,500.00
08/01/21	12/10/18	Municipal Bonds	928172RZ0	509,498.55	508,196.70	266,393.40	264,891.45
08/15/21	11/15/18	Municipal Bonds	770047AP3	310,000.00	316,565.80	310,000.00	317,043.20
09/01/21	09/25/19	Municipal Bonds	01030LDD4	230,000.00	231,812.40	230,000.00	233,318.90
09/01/21	12/19/19	Municipal Bonds	056869BT6	129,759.50	131,040.00	129,759.50	130,924.30
09/01/21	09/10/20	Municipal Bonds	094226CZ8	0.00	0.00	50,000.00	50,016.50
09/01/21	09/01/20	Municipal Bonds	35981VAV2	0.00	0.00	100,000.00	99,997.00
10/01/21	07/18/19	Municipal Bonds	728500FD6	475,000.00	480,842.50	475,000.00	480,101.50
10/01/21	08/25/20	Municipal Bonds	898242MZ2	0.00	0.00	455,000.00	455,122.85
10/01/21	08/25/20	Municipal Bonds	898242NR9	0.00	0.00	1,000,000.00	1,000,270.00
10/15/21	07/16/20	Municipal Bonds	476623CM3	0.00	0.00	100,000.00	100,083.00
12/01/21	12/20/18	Municipal Bonds	215075KE1	1,139,510.39	1,169,224.00	1,159,020.80	1,161,720.00
01/01/22	11/26/19	Municipal Bonds	396352HA7	300,765.15	307,940.85	300,765.15	309,433.95
02/15/22	01/25/19	Municipal Bonds	235308QM8	6,113,784.13	6,101,777.45	6,225,372.25	6,060,440.00
04/01/22	09/26/19	Municipal Bonds	847219AC6	290,000.00	294,642.90	290,000.00	294,355.80
05/01/22	04/26/18	Municipal Bonds	977100CY0	539,892.20	560,840.50	527,257.50	562,045.00
06/01/22	06/13/19	Municipal Bonds	736679KX8	570,759.00	570,759.00	581,327.25	569,583.00
07/01/22	07/15/20	Municipal Bonds	592657CN8	0.00	0.00	1,350,000.00	1,349,824.50
07/15/22	03/21/19	Municipal Bonds	299620ES9	1,024,964.28	1,003,600.00	1,034,950.00	1,003,680.00
08/15/22	11/15/18	Municipal Bonds	770047AQ1	315,000.00	327,792.15	315,000.00	330,532.65
09/01/22	09/25/19	Municipal Bonds	01030LDE2	245,000.00	248,449.60	245,000.00	252,501.90
09/01/22	12/19/19	Municipal Bonds	056869BU3	34,926.50	35,702.10	34,926.50	35,680.75
09/01/22	09/10/20	Municipal Bonds	094226DA2	0.00	0.00	405,000.00	405,392.85
09/01/22	09/18/19	Municipal Bonds	184423AW1	461,574.00	460,840.50	461,574.00	459,306.00
09/01/22	09/01/20	Municipal Bonds	35981VAV0	0.00	0.00	150,000.00	150,145.50
09/01/22	06/12/19	Municipal Bonds	593791EK8	546,115.00	546,115.00	552,445.00	543,830.00
10/01/22	05/07/19	Municipal Bonds	018340SG5	540,000.00	560,390.40	540,000.00	561,184.20
10/01/22	07/18/19	Municipal Bonds	728500FE4	500,000.00	512,395.00	500,000.00	511,920.00
10/01/22	08/25/20	Municipal Bonds	898242NA6	0.00	0.00	515,000.00	515,309.00
10/01/22	08/25/20	Municipal Bonds	898242NS7	0.00	0.00	1,080,000.00	1,080,648.00
10/15/22	07/16/20	Municipal Bonds	476623CN1	0.00	0.00	440,000.00	440,827.20

Maturity Date	Settlement Date	Description	CUSIP	Value at 6/30/2020		Value at 9/30/2020	
				Book	Market	Book	Market
				\$	\$	\$	\$
11/01/22	05/29/19	Municipal Bonds	76926CAU8	641,604.00	657,771.10	641,604.00	656,545.55
12/01/22	11/05/19	Municipal Bonds	220228BH2	892,073.70	907,844.50	892,073.70	907,728.80
12/01/22	08/20/19	Municipal Bonds	49474E3W1	2,356,164.69	2,390,998.20	2,383,858.80	2,386,662.00
12/01/22	08/15/18	Municipal Bonds	54531FAV3	1,047,340.00	1,049,030.00	1,007,960.00	1,058,350.00
12/01/22	12/18/19	Municipal Bonds	625064QM5	966,651.00	966,651.00	973,622.50	959,908.70
12/01/22	03/12/20	Municipal Bonds	971039RL8	94,808.00	97,169.00	94,808.00	97,646.00
01/01/23	11/26/19	Municipal Bonds	396352HB5	749,334.25	775,408.20	749,334.25	779,875.95
02/01/23	08/01/18	Municipal Bonds	373384L38	203,111.12	212,612.00	204,000.00	215,154.00
03/01/23	09/02/20	Municipal Bonds	565607PV4	0.00	0.00	185,000.00	185,797.35
04/01/23	01/30/19	Municipal Bonds	03588E4K6	2,555,397.22	2,508,275.00	2,571,225.00	2,510,100.00
04/01/23	03/15/19	Municipal Bonds	59465MV51	493,836.00	519,465.00	492,295.00	518,100.00
04/01/23	09/26/19	Municipal Bonds	847219AD4	300,000.00	308,310.00	300,000.00	308,244.00
05/15/23	07/17/18	Municipal Bonds	544445BC2	248,304.25	258,365.00	247,577.50	261,660.00
06/01/23	06/01/18	Municipal Bonds	010831DQ5	480,000.00	503,328.00	480,000.00	511,507.20
06/01/23	06/14/18	Municipal Bonds	150528YP6	305,000.00	320,057.85	305,000.00	320,347.60
06/01/23	07/15/19	Municipal Bonds	20281PGL0	910,965.90	926,984.40	910,965.90	937,790.25
06/01/23	06/07/18	Municipal Bonds	5176968J2	711,133.16	748,261.90	711,618.80	746,756.70
07/01/23	07/20/18	Municipal Bonds	416415HH3	140,897.68	151,285.40	141,282.40	150,714.20
07/01/23	07/15/20	Municipal Bonds	592657CP3	0.00	0.00	1,955,000.00	1,956,622.65
07/01/23	10/01/19	Municipal Bonds	91756TAL5	1,015,850.00	1,031,640.00	1,015,850.00	1,040,050.00
07/15/23	11/13/18	Municipal Bonds	299620ET7	411,320.40	401,508.00	416,172.00	401,536.00
07/15/23	08/13/18	Municipal Bonds	64972HN81	1,051,670.00	1,054,590.00	1,000,430.00	1,071,230.00
08/01/23	02/22/19	Municipal Bonds	796839BP2	1,779,793.60	1,778,104.40	1,448,645.70	1,471,604.85
08/15/23	11/15/18	Municipal Bonds	770047AR9	330,000.00	349,476.60	330,000.00	355,086.60
08/15/23	08/22/19	Municipal Bonds	77924PAB1	475,000.00	485,583.00	475,000.00	485,967.75
08/15/23	01/27/20	Municipal Bonds	8628113Y0	545,860.00	547,875.00	545,860.00	545,450.00
09/01/23	09/25/19	Municipal Bonds	01030LDF9	660,000.00	674,196.60	660,000.00	690,782.40
09/01/23	12/19/19	Municipal Bonds	056869BV1	69,801.20	71,582.00	69,801.20	71,641.50
09/01/23	09/10/20	Municipal Bonds	094226DB0	0.00	0.00	425,000.00	425,705.50
09/01/23	09/01/20	Municipal Bonds	35981VAX8	0.00	0.00	235,000.00	235,448.85
10/01/23	09/04/19	Municipal Bonds	656491PY7	485,000.00	498,628.50	485,000.00	506,902.60
10/01/23	07/18/19	Municipal Bonds	728500FF1	213,540.00	216,724.00	213,540.00	216,018.00
10/01/23	07/25/19	Municipal Bonds	810227AR9	560,000.00	576,867.20	560,000.00	587,227.20
10/01/23	08/25/20	Municipal Bonds	898242NB4	0.00	0.00	520,000.00	520,582.40
10/01/23	08/25/20	Municipal Bonds	898242NT5	0.00	0.00	250,000.00	250,280.00
10/15/23	07/16/20	Municipal Bonds	476623CP6	0.00	0.00	405,000.00	406,134.00
11/01/23	05/17/19	Municipal Bonds	646108PX2	632,130.80	646,404.80	632,130.80	647,716.30
11/01/23	05/09/19	Municipal Bonds	76926CAV6	764,750.00	797,354.00	764,750.00	796,730.80
11/15/23	08/23/19	Municipal Bonds	107889SH1	291,472.50	289,418.25	291,472.50	288,502.50
12/01/23	09/17/20	Municipal Bonds	152239JV2	0.00	0.00	100,000.00	99,919.00
12/01/23	05/29/19	Municipal Bonds	452674AH7	401,756.80	416,512.00	402,196.00	416,460.00
12/01/23	03/11/19	Municipal Bonds	54473ERV8	1,059,950.00	1,071,790.00	1,031,620.00	1,091,000.00
12/01/23	12/10/18	Municipal Bonds	837151WM7	232,559.88	250,691.35	229,449.85	257,090.75
12/01/23	06/07/19	Municipal Bonds	924214FT1	547,230.00	544,525.00	547,230.00	541,030.00
12/01/23	03/12/20	Municipal Bonds	971039RM6	185,812.00	191,380.00	185,812.00	192,540.00
01/01/24	11/26/19	Municipal Bonds	396352HC3	285,931.80	296,500.05	285,931.80	298,648.35

Maturity Date	Settlement Date	Description	CUSIP	Value at 6/30/2020		Value at 9/30/2020	
				Book	Market	Book	Market
				\$	\$	\$	\$
02/01/24	02/22/19	Municipal Bonds	443730FT8	1,741,862.60	1,448,752.50	1,473,187.50	1,440,112.50
02/15/24	05/20/19	Municipal Bonds	265138HS9	1,055,530.00	1,073,760.00	1,055,530.00	1,079,900.00
02/15/24	10/15/19	Municipal Bonds	969887H50	442,977.90	446,566.65	442,977.90	451,895.40
03/01/24	09/10/19	Municipal Bonds	4423315T7	1,002,130.00	1,024,430.00	1,002,130.00	1,033,310.00
03/01/24	09/10/19	Municipal Bonds	4423315T7	1,002,130.00	1,024,430.00	1,002,130.00	1,033,310.00
03/15/24	03/13/19	Municipal Bonds	20772GE61	1,095,040.00	1,154,630.00	1,116,160.00	1,171,010.00
04/01/24	09/26/19	Municipal Bonds	847219AE2	305,000.00	314,439.75	305,000.00	314,772.20
05/01/24	10/02/19	Municipal Bonds	150609HV0	1,457,517.15	1,492,175.25	1,457,517.15	1,534,210.20
05/01/24	11/19/19	Municipal Bonds	885205NF7	880,000.00	900,856.00	880,000.00	922,477.60
05/01/24	09/03/19	Municipal Bonds	97705LA64	522,310.00	511,880.00	522,310.00	510,490.00
06/01/24	10/31/19	Municipal Bonds	613741GM3	1,024,000.00	1,046,480.00	1,024,000.00	1,056,050.00
06/01/24	07/19/19	Municipal Bonds	639064RP1	918,200.00	903,869.60	900,524.00	897,260.40
07/01/24	10/22/19	Municipal Bonds	57584XCR0	1,069,370.00	1,086,270.00	1,068,170.00	1,084,400.00
07/01/24	11/07/19	Municipal Bonds	57584XCR0	1,066,970.00	1,086,270.00	1,068,170.00	1,084,400.00
07/01/24	08/27/19	Municipal Bonds	829596NX9	925,484.80	917,448.80	925,484.80	935,546.20
07/15/24	08/08/19	Municipal Bonds	890125WX1	2,455,755.40	2,454,993.80	2,455,755.40	2,449,686.40
08/01/24	08/23/19	Municipal Bonds	551537AD5	378,860.00	381,497.20	378,860.00	381,926.60
08/01/24	03/17/20	Municipal Bonds	551800JC0	500,000.00	498,320.00	500,000.00	500,080.00
08/01/24	08/01/19	Municipal Bonds	64971WVC1	2,064,780.00	2,187,560.00	2,064,780.00	2,169,820.00
08/15/24	09/03/19	Municipal Bonds	8398562C4	428,044.50	426,469.05	428,044.50	427,586.85
09/01/24	09/25/19	Municipal Bonds	01030LDG7	675,000.00	691,875.00	675,000.00	714,237.75
09/01/24	12/19/19	Municipal Bonds	056869BW9	69,750.80	72,018.10	69,750.80	72,141.30
09/01/24	09/10/20	Municipal Bonds	094226DC8	0.00	0.00	530,000.00	530,969.90
09/01/24	09/01/20	Municipal Bonds	35981VAY6	0.00	0.00	650,000.00	653,978.00
09/01/24	09/12/19	Municipal Bonds	73474TAB6	747,236.55	760,582.20	747,236.55	777,481.05
10/01/24	08/25/20	Municipal Bonds	898242NC2	0.00	0.00	490,000.00	490,690.90
11/01/24	11/20/19	Municipal Bonds	196480EA1	1,017,999.20	1,026,045.90	997,840.80	1,024,907.40
11/01/24	11/14/19	Municipal Bonds	29747TAX1	690,000.00	710,375.70	690,000.00	727,080.60
12/01/24	09/17/20	Municipal Bonds	152239JW0	0.00	0.00	500,000.00	499,445.00
02/01/25	02/03/20	Municipal Bonds	64971WF70	1,045,320.00	1,079,960.00	1,035,040.00	1,077,450.00
03/15/25	03/16/20	Municipal Bonds	20772KFJ3	461,690.00	461,959.98	461,690.00	465,850.00
09/01/25	09/10/20	Municipal Bonds	094226DD6	0.00	0.00	510,000.00	511,188.30
Certificates of Deposit							
07/28/21	07/28/17	CD	29266N5U7	245,000.00	249,841.20	245,000.00	248,890.60
08/06/21	08/07/17	CD	58404DAB7	245,000.00	249,949.00	245,000.00	249,005.75
10/13/21	10/13/17	CD	55266CWZ5	245,000.00	250,740.35	245,000.00	249,851.00
01/31/22	01/31/19	CD	49254FAG1	245,000.00	256,088.70	245,000.00	254,630.95
03/09/22	03/09/18	CD	75272LAD8	245,000.00	254,966.60	245,000.00	253,795.50
03/14/22	03/12/18	CD	337630BM8	245,000.00	255,226.30	245,000.00	254,040.50
03/16/22	03/16/18	CD	86604XMU7	245,000.00	254,839.20	245,000.00	253,717.10
04/05/22	04/05/18	CD	30960QAA5	245,000.00	255,993.15	245,000.00	254,760.80
04/11/22	04/11/18	CD	17312QH85	245,000.00	256,341.05	245,000.00	255,047.45
04/13/22	04/13/18	CD	05580AMH4	245,000.00	256,375.35	245,000.00	255,084.20
07/25/22	07/25/17	CD	20033AU00	245,000.00	255,260.60	245,000.00	254,420.25
07/26/22	07/26/17	CD	06740KKR7	245,000.00	255,267.95	245,000.00	254,459.45
07/26/22	07/26/17	CD	14042RGS4	245,000.00	255,267.95	245,000.00	254,459.45

Maturity Date	Settlement Date	Description	CUSIP	Value at 6/30/2020		Value at 9/30/2020	
				Book	Market	Book	Market
				\$	\$	\$	\$
07/26/22	07/26/17	CD	38148PLT2	245,000.00	255,520.30	245,000.00	254,682.40
08/15/22	08/15/19	CD	02007GLD3	245,000.00	254,209.55	245,000.00	253,579.90
08/23/22	08/23/19	CD	12556LBB1	245,000.00	254,028.25	245,000.00	253,440.25
10/12/22	10/12/17	CD	62384RAB2	245,000.00	256,458.65	245,000.00	255,711.40
10/14/22	10/13/17	CD	61765QDT3	245,000.00	242,635.75	245,000.00	241,729.25
10/17/22	10/17/18	CD	90348JEG1	245,000.00	261,848.65	245,000.00	260,537.90
10/18/22	10/18/17	CD	08173QBX3	245,000.00	255,706.50	245,000.00	255,040.10
10/26/22	10/26/17	CD	12325EHX3	245,000.00	255,777.55	245,000.00	255,145.45
12/05/22	12/04/18	CD	02589AAZ5	245,000.00	263,676.35	245,000.00	262,328.85
12/30/22	12/30/19	CD	949495AF2	245,000.00	254,643.20	245,000.00	254,314.90
01/12/23	01/12/18	CD	87165HUB4	245,000.00	259,067.90	245,000.00	258,379.45
01/17/23	01/17/18	CD	795450J30	245,000.00	259,445.20	245,000.00	258,739.60
03/06/23	03/06/20	CD	117673DG5	245,000.00	247,621.50	245,000.00	246,717.45
04/28/23	04/30/18	CD	91435LAB3	245,000.00	263,575.90	245,000.00	262,816.40
06/26/23	06/26/20	CD	05600XAA8	245,000.00	245,281.75	245,000.00	245,316.05
06/30/23	08/30/18	CD	45581EAX9	245,000.00	266,770.70	245,000.00	265,981.80
11/08/23	11/08/18	CD	61760ARS0	245,000.00	270,384.45	245,000.00	269,813.60
11/28/23	11/28/18	CD	67054NAN3	245,000.00	271,313.00	245,000.00	270,764.20
01/29/24	01/29/20	CD	81425PBA8	245,000.00	247,383.85	245,000.00	246,384.25
04/10/24	04/10/19	CD	949763ZA7	245,000.00	265,361.95	245,000.00	266,148.40
05/31/24	05/31/19	CD	PER200LZ0	200,000.00	202,692.60	200,000.00	202,527.60
07/15/24	01/15/20	CD	45906ACD7	245,000.00	247,303.00	245,000.00	246,276.45
08/14/24	08/14/19	CD	14042TBT3	245,000.00	261,135.70	245,000.00	262,059.35
11/07/24	11/07/19	CD	91855LAB4	245,000.00	260,415.40	245,000.00	261,838.85
12/11/24	09/11/20	CD	88241TJG6	0.00	0.00	245,000.00	245,222.95
01/29/25	01/29/20	CD	17286TAF2	245,000.00	258,982.15	245,000.00	261,086.70
02/28/25	02/28/20	CD	052392AA5	245,000.00	256,826.15	245,000.00	259,249.20
06/12/25	06/12/20	CD	48128UEB1	245,000.00	246,029.00	245,000.00	245,472.85
09/29/25	09/29/20	CD	90352RBF1	0.00	0.00	245,000.00	243,162.50
01/14/21	01/14/20	CD	440010059	1,000,000.00	1,000,000.00	1,008,721.12	1,008,721.12
01/19/21	01/19/18	CD	60050002649	1,000,000.00	1,000,000.00	1,061,773.63	1,061,773.63
01/20/21	01/20/19	CD	12387	1,721,875.06	1,721,875.06	1,797,514.74	1,797,514.74
07/28/21	07/28/17	CD	60050001931	1,500,000.00	1,500,000.00	1,595,585.94	1,595,585.94
08/22/21	08/22/18	CD	60050005698	1,000,000.00	1,000,000.00	1,066,925.16	1,066,925.16
01/14/22	01/14/19	CD	60050007571	1,000,000.00	1,000,000.00	1,051,551.96	1,051,551.96
01/19/22	01/19/18	CD	60050002650	1,000,000.00	1,000,000.00	1,066,020.77	1,066,020.77
07/29/22	07/29/20	CD	434000014	0.00	0.00	1,587,450.85	1,587,450.85
01/09/23	01/09/20	CD	9625880	3,167,806.86	3,167,806.86	3,195,393.69	3,195,393.69
01/13/23	01/14/19	CD	60050007572	1,000,000.00	1,000,000.00	1,054,352.42	1,054,352.42
01/19/23	01/19/18	CD	60050002651	1,000,000.00	1,000,000.00	1,068,861.32	1,068,861.32
08/22/23	08/22/18	CD	60050005699	1,000,000.00	1,000,000.00	1,072,934.01	1,072,934.01
01/12/24	01/14/19	CD	60050007573	1,000,000.00	1,000,000.00	1,056,633.02	1,056,633.02
01/12/24	01/14/20	CD	60050009770	1,000,000.00	1,000,000.00	1,012,063.18	1,012,063.18
01/14/25	01/14/20	CD	60050009771	1,000,000.00	1,000,000.00	1,012,400.08	1,012,400.08
01/22/25	01/22/20	CD	12469	1,542,158.16	1,542,158.16	1,556,803.13	1,556,803.13

Maturity Date	Settlement Date	Description	CUSIP	Value at 6/30/2020		Value at 9/30/2020	
				Book	Market	Book	Market
				\$	\$	\$	\$
Money Market Funds							
		Dreyfus Money Market Fund		1,026,134.00	1,026,134.00	35,334.31	35,334.31
Local Government Investment Pools							
		TexasCLASS		55,261,909.33	55,261,909.33	67,509,974.44	67,509,974.44
		TexPool		20,500,600.65	20,500,600.65	9,958,508.54	9,958,508.54
		TexSTAR		3,167,877.03	3,167,877.03	3,169,207.51	3,169,207.51
Cash							
		Cash		7,935,626.74	7,935,626.74	5,649,823.49	5,649,823.49
		Total		220,500,827.11	221,515,508.08	223,032,258.16	224,568,281.71

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:	January 12, 2021
SUBJECT:	Receive the Financial Report for Period Ending September 30, 2020
STAFF RESOURCE:	Jennifer Fung, Interim Chief Financial Officer Chris Landrum, Assistant Chief Financial Officer
ACTION PROPOSED:	Receive the Financial Report for Period Ending September 30, 2020

BACKGROUND

Financial reports are prepared each quarter for the General Fund, Water and Sewer Fund and other funds for which annual budgets are prepared. Attached are copies of the unaudited reports for the period ending September 30, 2020. Total revenues were \$247,346,390 or 101.1% of the budgeted amount and total expenditures were \$233,220,076 or 97.0% of the budget amount. This report includes four quarters for fiscal year 2020 and prior year fiscal year 2019 actual amounts for comparison purposes.

ATTACHMENTS:

4th Quarter Memo
4th Quarter Financial Report

MEMO

To: Honorable Mayor Ken Fulk
Allen City Council
Eric Ellwanger, City Manager
Department Heads

From: Jennifer Fung, Interim Chief Financial Officer
Chris Landrum, Assistant Chief Financial Officer

Date: January 12, 2021

Re: Fiscal Year 2020 – Fourth Quarter Financial Report

Attached is the report of revenues and expenditures for the fourth quarter of Fiscal Year 2020. This activity transacted during the period from July 1, 2020, to September 30, 2020.

GENERAL FUND

- Sales tax revenue exceeded budget projections by 8%. COVID-19 did not have as much of a negative impact on sales tax as anticipated. Better than anticipated e-commerce sales and credit bureau services are partially mitigating the negative impact of Coronavirus.
- Multi-Family and Commercial Permits revenues are usually high-dollar, low-volume permits and are not cyclical. These revenues are currently trending as expected.
- Charges for Services further declined due to cancellations of sporting events and live shows.
- The majority of Franchise Fees are received quarterly. Payments are received within 60 days of quarter-end; thus, this category is currently trending as anticipated.

DEBT SERVICE FUND

- Principal payments are made in the fourth quarter of each fiscal year. Interest payments are made biannually during the second and fourth quarters of each fiscal year.

HOTEL OCCUPANCY FUND

- Hotel occupancy tax has been drastically impacted because of the Coronavirus. Occupancy reached a low of 8.7% on March 29, 2020 but increased to 40% occupancy in late September 2020. The normal occupancy percentage for September is 55%.
- A large portion of the Hotel Occupancy Tax Grants are for performance guarantees to secure events at the event center. The dollars were not requested because of fewer events taking place during the fiscal year.



ASSET FORFEITURE FUND

- Revenues are recognized through awards that stem from Federal and state forfeitures.

TAX INCREMENT FINANCING (TIF) FUND

- Revenues in TIF#2 must meet the Increment cap prior to collecting Property and Sales Taxes. Collections were anticipated to be made in the third and fourth quarters of fiscal year 2020.
- Economic Grant Expenses are typically paid in third quarter each fiscal year.

SPECIAL REVENUE FUND

- Public, Educational and Governmental (PEG) Fees are collected on a quarterly basis. Financials represent a full year of payments.
- Court-related revenues continue to decline due to a decrease in number of citations issued.

GIFT PERMANENT FUND

- This fund was created in fiscal year 2019 to account for revenue and expenditures associated with cash gifts to the Police Department, Fire Department, and Library in the amounts of \$300,000, \$300,000, and \$200,000, respectively. No gifts were received in fiscal year 2020.

GRANT FUND

- Revenue and expenditures are trending as expected.

REPLACEMENT FUND

- Contributions are made quarterly to cover required amounts needed for asset replacements. Expenditure savings in the General Fund allowed for a one-time contribution of \$900 thousand at year end.
- Expenses for vehicle purchases are typically recognized later in the fiscal year due to the lead time required to fulfill orders. Larger vehicles like fire engines are purchased in installment payments made over several fiscal years due to the build time for these vehicles.

FACILITY MAINTENANCE FUND

- Contributions have been reduced because of revenue shortages related to the Coronavirus.
- CARES Act funding of \$500 thousand will be recognized as expenses are incurred.
- Maintenance projects not completed will be completed in the next fiscal year.

RISK MANAGEMENT FUND

- Property and Liability revenue was collected in the second quarter of fiscal years 2020.
- Expenses related to Property & Liability Insurance and Worker's Comp premiums are paid at the beginning of each fiscal year, and the policies cover the duration of each fiscal year.
- Expenses related to Workers Compensation are dependent upon the number of claims that are paid by the Risk Fund and fluctuate from year to year.

WATER & SEWER FUND

- Revenues from Water sales and Sewer Charges performed slightly below expectations. The weather and rainfall have a significant impact of revenues.
- Miscellaneous revenues were less than expected because the rebate from the take or pay calculation was recognized as a reduction in expenses.
- During fiscal year 2020, Transfers-In are recorded as capital projects commence, while transfers to cover operations are recorded throughout the Fiscal Year.
- Year-end expenditure savings of \$922,855 were captured for the Advanced Meter Infrastructure/Advanced Meter Reading (AMR/AMI) project.

SOLID WASTE FUND

- Commercial Garbage revenues performed slightly better than expected.
- Most of the expenditure saving were from residential trash and recycling.

DRAINAGE FUND

- Revenues performed as anticipated.
- Expenses in the Drainage Fund performed as expected.

GOLF COURSE FUND

- Reduced revenues were expected because of COVID-19. Revenues exceeded revised expectations.
- The increase in net position in this fund will be used to reduce future contributions from the General Fund.

ECONOMIC DEVELOPMENT CORPORATION

- Sales tax revenue exceeded budget projections by 8%. COVID-19 did not have as much of a negative impact on sales tax as anticipated. Better than anticipated e-commerce sales and credit bureau services are partially mitigating the negative impact of Coronavirus.
- Economic Grant Expenses are paid only to entities that conform with the stipulations of their incentive agreements. The total of \$12.21 million budgeted for fiscal year 2020 represents all possible economic grants that were expected to be paid in the fiscal year. Economic grants that were not paid in fiscal year 2020 will be appropriated in future years.

COMMUNITY DEVELOPMENT CORPORATION

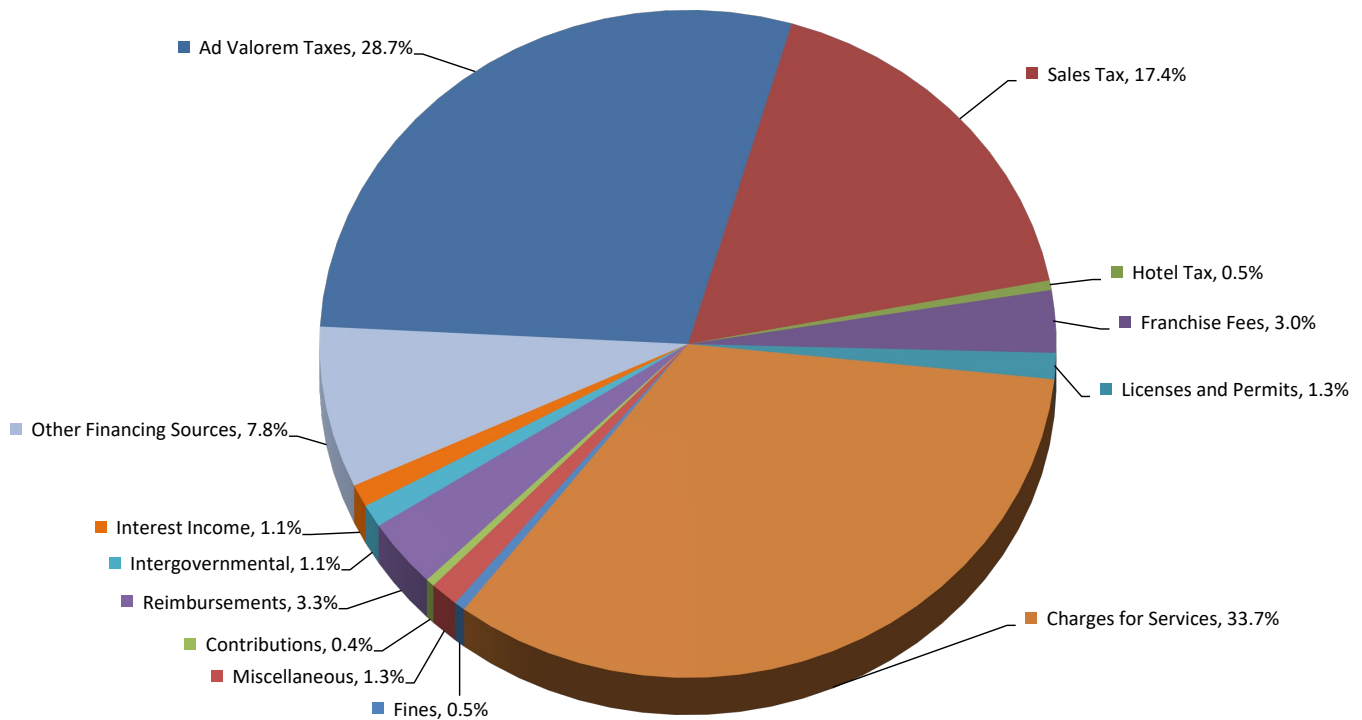
- Sales tax revenue exceeded budget projections by 8%. COVID-19 did not have as much of a negative impact on sales tax as anticipated. Better than anticipated e-commerce sales and credit bureau services are partially mitigating the negative impact of Coronavirus.
- Construction in progress projects that were not completed in the fiscal year are re-appropriated in future years.

CITY OF ALLEN
FINANCIAL REPORT
For the Quarter Ended
September 30, 2020
(Unaudited)

City of Allen
FY2020 Quarterly Statement of Actual Revenues & Expenditures
For Fiscal Year 2019-2020
4th Quarter Financial Report

				Enterprise Funds				Special Revenue	
	General Fund	Debt Service	TIF Fund	Water & Sewer	Solid Waste	Drainage Utility	Golf Course	Hotel Occup. Tax	Gift Permanent Fund
REVENUES									
Ad Valorem Taxes	54,843,011	14,596,431	1,579,291	-	-	-	-	-	-
Sales Tax	21,301,047	-	385,287	-	-	-	-	-	-
Hotel Tax	-	-	-	-	-	-	-	1,156,398	-
Franchise Fees	7,295,490	-	-	-	-	-	-	-	-
Licenses and Permits	3,125,558	-	-	-	-	-	-	-	-
Charges for Services	5,892,041	-	-	49,395,720	7,116,831	1,812,770	3,074,939	-	-
Fines	1,102,633	-	-	-	-	-	-	-	-
Miscellaneous	670,469	-	-	43,027	40,145	-	154,476	-	-
Contributions	617,210	-	-	-	-	350,000	-	-	-
Reimbursements	1,794,454	-	-	226,607	-	16,806	(883)	-	-
Intergovernmental	479,715	-	133,921	-	-	-	-	12,530	-
Interest Income	1,022,255	78,054	140,991	148,640	64,723	27,937	-	61,924	18,984
Other Financing Sources	5,327,680	8,687,019	-	972,845	-	-	411,152	-	-
TOTAL REVENUES	103,471,562	23,361,505	2,239,490	50,786,839	7,221,699	2,207,513	3,639,684	1,230,851	18,984
EXPENDITURES									
Salaries	48,108,760	-	-	3,760,734	525,792	520,949	1,144,335	289,269	-
Benefits	19,818,975	-	-	1,887,402	231,290	250,961	543,165	113,513	-
Operating Costs	11,421,440	-	-	30,629,907	2,607,770	217,165	409,818	365,814	-
Economic Incentive	4,425,738	-	895,235	-	-	-	-	401,893	-
Supplies	1,918,682	-	-	364,341	22,788	55,122	203,080	10,816	59,006
Maintenance	3,973,165	-	-	629,858	3,649	221,552	107,415	1,049	-
Professional Services	10,005,227	-	30,000	829,672	3,070,942	244,944	713,872	238,447	27,625
Debt Service	-	23,104,080	-	1,660,041	-	-	-	-	-
Capital	175,010	-	-	137,764	-	759,839	49,354	-	268,774
Other Financing Uses	3,729,369	-	-	8,025,297	575,922	397,221	-	3,540	-
Depreciation	-	-	-	-	-	-	162,430	-	-
TOTAL EXPENDITURES	103,576,366	23,104,080	925,235	47,925,016	7,038,153	2,667,753	3,333,469	1,424,341	355,405

Breakdown of YTD Revenue Actuals by Character - All Funds

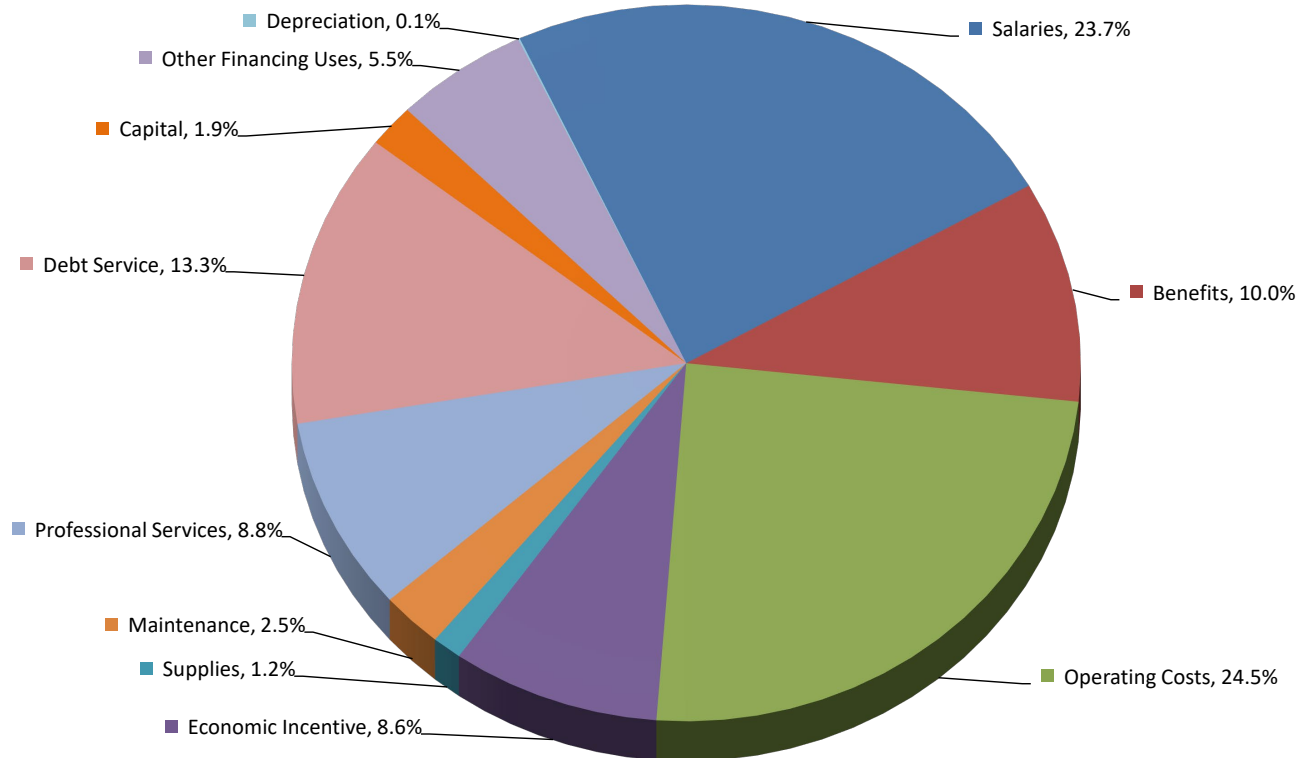


City of Allen
FY2020 Quarterly Statement of Actual Revenues & Expenditures
For Fiscal Year 2019-2020
4th Quarter Financial Report

Special Revenue			Internal Service Funds			Component Units		YTD	Revised	Percent of
Asset Forfeiture	Special Revenue	Grant Fund	Replacement Fund	Facility Maintenance	Risk Management	Economic Development	Community Development	FY2020 Actual	FY2020 Budget	
-	-	-	-	-	-	-	-	71,018,733	71,288,808	99.6%
-	-	-	-	-	-	10,671,092	10,671,092	43,028,518	40,024,901	107.5%
-	-	-	-	-	-	-	-	1,156,398	1,047,057	110.4%
-	158,392	-	-	-	-	-	-	7,453,882	7,117,918	104.7%
-	-	-	-	-	-	-	-	3,125,558	2,866,200	109.0%
-	-	-	2,827,012	-	13,269,529	-	-	83,388,841	84,636,962	98.5%
-	92,663	-	-	-	-	-	-	1,195,296	1,130,544	105.7%
86,891	-	586,548	106,871	-	-	1,417,738	-	3,106,165	3,320,646	93.5%
-	-	-	-	-	-	-	-	967,210	966,369	100.1%
-	-	-	89,687	1,800	273,570	5,815,284	-	8,217,325	6,324,299	129.9%
-	238,065	1,852,965	-	4,832	-	-	-	2,722,027	4,345,834	62.6%
4,400	36,133	16,843	305,485	40,746	197,245	147,039	377,632	2,689,032	2,184,328	123.1%
-	-	-	900,000	331,000	537,710	2,110,000	-	19,277,406	19,468,987	99.0%
91,292	525,253	2,456,356	4,229,055	378,378	14,278,053	20,161,153	11,048,724	247,346,390	244,722,853	101.1%

-	-	-	-	-	265,017	657,811	-	55,272,667	56,871,320	97.2%
-	-	-	-	-	121,115	259,492	-	23,225,913	23,143,044	100.4%
-	16,950	59,578	-	-	10,856,986	533,252	7,088	57,125,769	62,537,912	91.3%
-	-	-	-	-	-	11,526,452	2,721,651	19,970,969	21,085,951	94.7%
126,655	51,134	3,966	13,404	-	1,276	5,189	-	2,835,458	3,692,551	76.8%
-	8,153	-	-	324,567	995	-	669,942	5,940,344	6,499,807	91.4%
15,582	12,885	2,355,967	-	-	1,569,745	580,247	744,702	20,439,857	20,822,172	98.2%
-	-	-	-	-	-	3,760,413	2,413,739	30,938,273	32,442,051	95.4%
-	62,353	19,331	1,645,365	-	-	-	1,365,118	4,482,906	3,918,995	114.4%
-	94,140	-	-	-	-	-	-	12,825,489	9,241,513	138.8%
-	-	-	-	-	-	-	-	162,430	167,823	96.8%
142,238	245,615	2,438,841	1,658,768	324,567	12,815,133	17,322,857	7,922,240	233,220,076	240,423,139	97.0%

Breakdown of YTD Expenditure Actuals by Character - All Funds



CITY OF ALLEN
General Fund
FY2020 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUES	Original FY2020	Revised FY2020	4th Quarter FY2020	YTD Actual as of 9/30/20	Percent of Revised Budget	Revised FY2019	4th Quarter FY2019	Percent of Revised Budget
Revenue Source	Budget	Budget	Actual			Budget	YTD Actual	
Property Taxes	\$ 54,800,296	\$ 55,078,983	\$ 222,358	\$ 54,843,011	99.6%	\$ 53,288,304	\$ 53,250,570	99.9%
Sales Taxes	21,222,759	19,717,549	5,387,050	21,301,047	108.0%	20,503,676	21,127,093	103.0%
Franchise Fees	7,241,828	6,960,886	1,714,040	7,295,490	104.8%	7,861,058	7,628,851	97.0%
Licenses & Permits	3,110,100	2,866,200	667,154	3,125,558	109.0%	3,451,100	5,019,430	145.4%
Charges for Services	12,378,055	6,641,631	911,619	5,892,041	88.7%	13,142,670	11,814,323	89.9%
Fines	1,709,590	1,043,844	160,880	1,102,633	105.6%	1,633,133	2,025,605	124.0%
Miscellaneous	666,675	567,848	103,078	670,469	118.1%	675,381	711,543	105.4%
Interest Income	650,000	785,697	206,760	1,022,255	130.1%	550,000	902,429	164.1%
Contributions	615,070	616,369	148,356	617,210	100.1%	594,278	588,209	99.0%
Reimbursements	1,976,268	1,753,992	111,400	1,794,454	102.3%	1,976,017	2,216,484	112.2%
Intergovernmental	100,000	759,487	28,223	479,715	63.2%	100,000	133,598	133.6%
Transfers In	5,013,745	5,327,680	1,573,011	5,327,680	100.0%	4,911,714	4,911,714	100.0%
TOTAL Revenues	\$ 109,484,386	\$ 102,120,166	\$ 11,233,930	\$103,471,562	101.3%	\$ 108,687,331	\$ 110,329,848	101.5%

EXPENDITURES	Original FY2020 Budget	Revised FY2020 Budget	4th Quarter FY2020 Actual	YTD Actual as of 9/30/20	Percent of Revised Budget	Revised FY2019 Budget	4th Quarter FY2019 YTD Actual	Percent of Revised Budget
<i>General Government</i>								
City Administration	\$ 1,090,211	\$ 1,221,997	\$ 354,424	\$ 1,194,473	97.7%	\$ 1,015,812	\$ 1,189,748	117.1%
City Secretary	673,358	634,234	160,980	601,628	94.9%	628,971	587,154	93.4%
Public & Media Relations	891,736	1,097,060	337,599	1,079,803	98.4%	838,842	858,620	102.4%
Information Technology	5,233,382	4,854,005	971,867	4,627,509	95.3%	4,850,654	4,742,673	97.8%
Human Resources	1,135,723	1,158,408	341,010	1,029,092	88.8%	1,151,000	1,034,904	89.9%
Internal Services (1)	6,914,645	5,987,027	936,918	11,235,407	187.7%	7,321,956	12,807,883	174.9%
Finance	3,655,124	3,314,716	760,911	3,269,114	98.6%	3,334,686	3,260,111	97.8%
Municipal Court	931,531	945,254	250,471	903,252	95.6%	900,336	865,152	96.1%
Building Maintenance	1,355,320	1,325,531	414,402	1,365,989	103.1%	1,406,184	1,353,838	96.3%
Service Center	156,361	156,004	56,526	164,635	105.5%	245,076	253,156	103.3%
<i>Public Safety</i>								
Fire	\$ 18,701,744	\$ 18,165,072	\$ 5,169,109	\$ 17,841,105	98.2%	18,476,698	\$ 17,570,937	95.1%
Police	27,973,720	28,439,949	8,186,609	27,439,750	96.5%	25,930,998	25,746,248	99.3%
<i>Public Works</i>								
Community Services Admin	\$ 827,808	\$ 841,651	\$ 247,975	\$ 795,610	94.5%	717,221	\$ 691,230	96.4%
Streets	2,538,493	2,129,575	393,256	2,097,299	98.5%	2,735,527	2,586,768	94.6%
Engineering	3,578,857	3,428,555	1,074,348	3,209,187	93.6%	3,304,206	3,187,141	96.5%
<i>Culture & Recreation</i>								
Library	\$ 3,398,529	\$ 3,224,506	\$ 886,615	\$ 3,165,294	98.2%	3,373,738	\$ 3,279,092	97.2%
Parks & Recreation	16,676,838	14,886,327	4,203,699	13,756,414	92.4%	16,479,077	14,900,254	90.4%
Event Center	10,186,817	6,875,976	1,432,158	6,548,636	95.2%	10,753,289	10,605,960	98.6%
<i>Community Development</i>								
Community Development	\$ 2,746,517	\$ 1,962,406	\$ 544,071	\$ 1,811,260	92.3%	2,556,437	\$ 2,305,886	90.2%
Community Enhancement	817,672	1,471,913	393,488	1,440,909	97.9%	877,809	\$ 623,434	71.0%
TOTAL Expenditures	\$ 109,484,386	\$ 102,120,166	\$ 27,116,438	\$103,576,366	101.4%	\$ 106,898,517	\$ 108,450,189	101.5%

Revenues Over (Under) Expenditures	\$ (104,804)	\$ 1,879,659
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(1) Year-end transfer of excess revenue and expenditure savings includes the following:

<u>Purpose</u>	<u>Amount</u>
Restore Technology Replacement	\$ 230,079
Restore VRF Funding	900,000
LPR Project - Year 1	140,960
LPR Project - Year 2	120,000
Cityworks - Engineering	70,000
Painting Locomotive (PR2002)	15,000
Alterra Loan Guarantee (EDC)	2,800,000
City Facilities Safety Upgrade	19,000
Unprogrammed	1,166,082
TOTAL	\$ 5,461,121

CITY OF ALLEN
Debt Service Fund
FY2020 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUES	Original FY2020 Budget	Revised FY2020 Budget	4th Quarter FY2020 Actual	YTD Actual as of 9/30/20	Percent of Revised Budget	Revised FY2019 Budget	4th Quarter FY2019 YTD Actual	Percent of Revised Budget
Revenue Source								
Property Taxes	\$ 14,478,846	\$ 14,630,533	\$ 58,435	\$ 14,596,431	99.8%	\$ 14,028,189	\$ 14,202,312	101.2%
Interest Earnings	130,000	148,387	4,937	78,054	52.6%	130,000	216,291	166.4%
Bond Refunding Proceeds	-	10,088,600	8,687,019	8,687,019	86.1%	1,700,000	1,707,244	100.4%
TOTAL Revenues	\$ 14,608,846	\$ 24,867,520	\$ 8,750,391	\$ 23,361,505	93.9%	15,858,189	\$ 16,125,846	101.7%

EXPENDITURES	Original FY2020 Budget	Revised FY2020 Budget	4th Quarter FY2020 Actual	YTD Actual as of 9/30/20	Percent of Revised Budget	Revised FY2019 Budget	4th Quarter FY2019 YTD Actual	Percent of Revised Budget
Principal	\$ 11,094,987	\$ 11,097,263	\$ 11,072,599	\$ 11,094,986	100.0%	\$ 10,583,703	\$ 10,582,162	100.0%
Interest	3,317,489	3,317,489	1,645,372	3,319,288	100.1%	3,340,448	3,399,668	101.8%
Fees & Refunding Exp	11,250	10,329,850	8,685,556	8,689,806	84.1%	1,711,250	1,683,100	98.4%
TOTAL Expenditures	\$ 14,423,726	\$ 24,744,602	\$ 21,403,527	\$ 23,104,080	93.4%	\$ 15,635,401	\$ 15,664,930	100.2%

CITY OF ALLEN
Hotel Occupancy Fund
FY2020 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUES	Original FY2020 Budget	Revised FY2020 Budget	4th Quarter FY2020 Actual	YTD Actual as of 9/30/20	Percent of Revised Budget	Revised FY2019 Budget	4th Quarter FY2019 YTD Actual	Percent of Revised Budget
Hotel Occupancy Tax	\$ 1,822,178	\$ 1,047,057	\$ 214,981	\$ 1,156,398	110.4%	\$ 1,618,660	\$ 1,758,858	108.7%
Interest on Investments	30,000	49,424	12,180	61,924	125.3%	30,000	41,249	137.5%
Reimbursements	-	-	-	-		-	301	
Intergovernmental	-	-	12,530	12,530		-	-	
TOTAL Revenues	\$ 1,852,178	\$ 1,096,481	\$ 239,691	\$ 1,230,851	112.3%	1,648,660	\$ 1,800,408	109.2%

EXPENDITURES	Original FY2020 Budget	Revised FY2020 Budget	4th Quarter FY2020 Actual	YTD Actual as of 9/30/20	Percent of Revised Budget	Revised FY2019 Budget	4th Quarter FY2019 YTD Actual	Percent of Revised Budget
<i>Org - Character</i>								
<i>Hotel Tax Admin</i>								
Hotel Tax Grants^	\$ 360,100	\$ 360,100	\$ 27,439	\$ 81,677	22.7%	\$ 370,100	\$ 339,568	91.8%
Economic Incentive	\$ 338,908	\$ 401,894	\$ -	\$ 401,893	100.0%	\$ 230,000	\$ -	
Professional Services	2,000	2,000	-	-		2,000	-	
<i>Convention/Visitor Bureau</i>								
Personnel	\$ 505,860	\$ 413,505	\$ 129,015	\$ 402,782	97.4%	\$ 485,381	\$ 386,373	79.6%
Operating Costs	502,521	393,221	67,598	286,561	72.9%	448,817	198,022	44.1%
Supplies	5,000	5,000	5,693	8,392	167.8%	50,000	43,012	86.0%
Maintenance	500	683	606	1,049	153.6%	500	138	27.6%
Professional Services	147,962	197,191	63,513	238,447	120.9%	97,764	143,875	147.2%
Transfers Out	3,310	3,540	943	3,540	100.0%	3,771	3,771	100.0%
TOTAL Expenditures	\$ 1,866,161	\$ 1,777,134	\$ 294,806	\$ 1,424,341	80.1%	1,688,333	\$ 1,114,759	66.0%

HOTEL TAX GRANTS^	Original FY2020 Budget	Revised FY2020 Budget	4th Quarter FY2020 Actual	YTD Actual as of 9/30/20	Percent of Revised Budget	Revised FY2019 Budget	4th Quarter FY2019 YTD Actual	Percent of Revised Budget
<i>Grant Organizations</i>								
Allen-Fairview Chamber	\$ 1,600	\$ 1,600	\$ 1,600	\$ 1,600	100.0%	\$ 1,600	\$ 1,600	100.0%
Allen Arts Alliance	5,000	5,000	-	-		5,000	5,000	100.0%
Allen Civic Ballet	10,000	10,000	-	10,000	100.0%	10,000	10,000	100.0%
Allen Heritage Guild	2,500	2,500	1,647	1,647	65.9%	2,500	2,500	100.0%
Allen Philharmonic Symphony	30,000	30,000	13,692	29,468	98.2%	30,000	30,000	100.0%
Allen's Community Theatre	3,000	3,000	3,000	3,000	100.0%	3,000	3,000	100.0%
City of Allen - Parks & Recreation	60,000	60,000	2,500	3,500	5.8%	70,000	44,301	63.3%
City of Allen - Event Center	235,000	235,000	-	25,469	10.8%	235,000	234,667	99.9%
Connemara Conservancy	3,000	3,000	-	1,993	66.4%	3,000	-	
Friends of the Library	10,000	10,000	5,000	5,000	50.0%	10,000	8,500	85.0%
TOTAL Grant Amounts	\$ 360,100	\$ 360,100	\$ 27,439	\$ 81,677	22.7%	\$ 370,100	\$ 339,568	91.8%

CITY OF ALLEN
Asset Forfeiture Fund
FY2020 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUES	Original FY2020 Budget	Revised FY2020 Budget	4th Quarter FY2020 Actual	YTD Actual as of 9/30/20	Percent of Revised Budget	Revised FY2019 Budget	4th Quarter FY2019 YTD Actual	Percent of Revised Budget
State Forfeiture	\$ 35,000	\$ 35,000	\$ 700	\$ 21,448	61.3%	\$ 35,000	\$ 54,977	157.1%
Federal Forfeiture	150,000	150,000	-	43,760	29.2%	150,000	34,444	23.0%
Auction Revenue	5,000	5,000	17,612	21,684	433.7%	9,944	14,806	148.9%
Interest on Investments	3,000	4,405	813	4,400	99.9%	3,200	4,435	138.6%
TOTAL Revenues	\$ 193,000	\$ 194,405	\$ 19,125	\$ 91,292	47.0%	\$ 198,144	\$ 108,661	54.8%

EXPENDITURES	Original FY2020 Budget	Revised FY2020 Budget	4th Quarter FY2020 Actual	YTD Actual as of 9/30/20	Percent of Revised Budget	Revised FY2019 Budget	4th Quarter FY2019 YTD Actual	Percent of Revised Budget
Supplies	\$ 90,000	\$ 137,391	\$ 15,068	\$ 126,655	92.2%	\$ 5,725	\$ 43,500	759.8%
Professional Services	37,687	42,687	199	15,582	36.5%	39,581	30,565	77.2%
Capital	-	-	-	-		43,000	-	
TOTAL Expenditures	\$ 127,687	\$ 180,078	\$ 15,267	\$ 142,238	79.0%	\$ 88,306	\$ 74,065	83.9%

CITY OF ALLEN
Tax Increment Financing (TIF) Fund
FY2020 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUES	Original FY2020 Budget	Revised FY2020 Budget	4th Quarter FY2020 Actual	YTD Actual as of 9/30/20	Percent of Revised Budget	Revised FY2019 Budget	4th Quarter FY2019 YTD Actual	Percent of Revised Budget
<i>Org - Object</i>								
<i>TIF#1 - Montgomery Farms</i>								
Property Taxes	\$ 535,202	\$ 374,448	\$ -	\$ 374,448	100.0%	\$ 346,340	\$ 346,340	100.0%
Sales Tax	407,041	308,864	67,866	271,981	88.1%	403,011	376,542	93.4%
Intergovernmental	134,302	133,921	-	133,921	100.0%	125,730	125,729	100.0%
<i>TIF#2 - Central Business District</i>								
Property Taxes	\$ 1,286,953	\$ 1,204,844	\$ -	\$ 1,204,843	100.0%	\$ 1,085,604	\$ 1,085,604	100.0%
Sales Tax	105,575	137,972	49,289	113,306	82.1%	102,500	144,766	141.2%
<i>Non-Operating Revenues</i>								
Interest on Investments	\$ 61,000	\$ 99,216	\$ 31,604	\$ 140,991	142.1%	\$ 55,000	\$ 91,127	165.7%
TOTAL Revenues	\$ 2,530,073	\$ 2,259,265	\$ 148,759	\$ 2,239,490	99.1%	\$ 2,118,185	\$ 2,170,108	102.5%

EXPENDITURES	Original FY2020 Budget	Revised FY2020 Budget	4th Quarter FY2020 Actual	YTD Actual as of 9/30/20	Percent of Revised Budget	Revised FY2019 Budget	4th Quarter FY2019 YTD Actual	Percent of Revised Budget
<i>Org - Object</i>								
<i>TIF#1 - Montgomery Farms</i>								
Economic Grant Expenses	\$ 791,306	\$ 895,235	\$ -	\$ 895,235	100.0%	\$ 848,269	\$ 848,269	100.0%
Professional Services	17,000	17,000	-	15,000	88.2%	17,000	15,000	88.2%
<i>TIF#2 - Central Business District</i>								
Professional Services	\$ 17,000	\$ 17,000	\$ -	\$ 15,000	88.2%	\$ 17,000	\$ 15,000	88.2%
TOTAL Expenditures	\$ 825,306	\$ 929,235	\$ -	\$ 925,235	99.6%	\$ 882,269	\$ 878,269	99.5%

CITY OF ALLEN
Special Revenue Fund
FY2020 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUES	Original FY2020 Budget	Revised FY2020 Budget	4th Quarter FY2020 Actual	YTD Actual as of 9/30/20	Percent of Revised Budget	Revised FY2019 Budget	4th Quarter FY2019 YTD Actual	Percent of Revised Budget
<i>Operating Revenues</i>								
PEG Fees	\$ 172,999	\$ 157,032	\$ 41,192	\$ 158,392	100.9%	\$ 173,902	\$ 181,242	104.2%
Juvenile Case Management	72,250	36,125	5,040	39,597	109.6%	62,610	87,383	139.6%
Court Security	43,350	21,675	4,368	25,240	116.4%	37,566	43,535	115.9%
Court Technology	57,800	28,900	3,876	27,826	96.3%	50,088	58,047	115.9%
<i>Non-Operating Revenues</i>								
Interest	\$ 17,500	\$ 25,652	\$ 7,548	\$ 36,133	140.9%	\$ 20,000	\$ 24,751	123.8%
Intergovernmental (Radio System)	46,824	46,824	238,065	238,065	508.4%	46,824	53,758	114.8%
Operating Transfers In	-	-	-	-		514	514	100.0%
TOTAL Revenues	\$ 410,723	\$ 316,208	\$ 300,090	\$ 525,253	166.1%	\$ 391,504	\$ 449,230	114.7%

EXPENDITURES	Original FY2020 Budget	Revised FY2020 Budget	4th Quarter FY2020 Actual	YTD Actual as of 9/30/20	Percent of Revised Budget	Revised FY2019 Budget	4th Quarter FY2019 YTD Actual	Percent of Revised Budget
<i>Restricted Expenditures</i>								
PEG Expenses	\$ 126,143	\$ 166,743	\$ 42,194	\$ 130,807	78.4%	\$ 129,690	\$ 113,949	87.9%
Juvenile Case Management	62,073	66,090	17,527	66,090	100.0%	63,647	63,647	100.0%
Court Security	43,350	28,050	3,188	28,050	100.0%	33,138	33,138	100.0%
Court Technology	9,000	9,000	-	-		12,117	3,118	25.7%
Red Light	-	-	-	-		26,924	26,924	100.0%
Radio System	-	42,000	11,088	20,669	49.2%	-	9,455	
TOTAL Expenditures	\$ 240,566	\$ 311,883	\$ 73,996	\$ 245,615	78.8%	\$ 265,516	\$ 250,230	94.2%

CITY OF ALLEN
Gift Permanent Fund
FY2020 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUES	Original FY2020 Budget	Revised FY2020 Budget	4th Quarter FY2020 Actual	YTD Actual as of 9/30/20	Percent of Revised Budget	Revised FY2019 Budget	4th Quarter FY2019 YTD Actual	Percent of Revised Budget
<i>Operating Revenues</i>								
Contributions - Fire	\$ -	\$ -	\$ -	\$ -		\$ 300,000	\$ 300,000	100.0%
Contributions - Police	-	-	-	-		300,000	300,000	100.0%
Contributions - Library	-	-	-	-		200,000	200,000	100.0%
<i>Non-Operating Revenues</i>								
Interest	\$ 6,750	\$ 16,000	\$ 3,455	\$ 18,984	118.7%	\$ 7,000	\$ 13,821	197.4%
TOTAL Revenues	\$ 6,750	\$ 16,000	\$ 3,455	\$ 18,984	118.7%	\$ 807,000	\$ 813,821	100.8%

EXPENDITURES	Original FY2020 Budget	Revised FY2020 Budget	4th Quarter FY2020 Actual	YTD Actual as of 9/30/20	Percent of Revised Budget	Revised FY2019 Budget	4th Quarter FY2019 YTD Actual	Percent of Revised Budget
<i>Restricted Expenditures</i>								
Fire Expenditures	\$ 242,246	\$ 328,682	\$ 184,056	\$ 273,050	83.1%	\$ -	\$ -	
Police Expenditures	-	69,877	32,519	82,355	117.9%	-	-	
TOTAL Expenditures	\$ 242,246	\$ 398,559	\$ 216,575	\$ 355,405	89.2%	\$ -	\$ -	

CITY OF ALLEN
Grant Fund
FY2020 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUES	Original FY2020 Budget	Revised FY2020 Budget	4th Quarter FY2020 Actual	YTD Actual as of 9/30/20	Percent of Revised Budget	Revised FY2019 Budget	4th Quarter FY2019 YTD Actual	Percent of Revised Budget
<i>Org - Object</i>								
<i>Grant Revenue</i>								
CDBG	\$ 540,697	\$ 691,460	\$ 144,315	\$ 551,629	79.8%	\$ 388,825	\$ 306,067	78.7%
Fire	853	853	-	-		853	796	93.3%
Police	9,121	9,121	-	9,467	103.8%	17,376	17,564	101.1%
Library	4,400	5,193	-	5,193	100.0%	7,652	6,152	80.4%
Streets	43,000	43,000	-	20,259	47.1%	43,000	20,173	46.9%
Subtotal	\$ 598,071	\$ 749,627	\$ 144,315	\$ 586,548	78.2%	\$ 457,706	350,752	76.6%
<i>Non-Operating Revenues</i>								
Interest	\$ 5,000	\$ 5,041	\$ 4,212	\$ 16,843	334.1%	\$ 4,500	\$ 4,936	109.7%
Intergovernmental	-	2,903,428	815,898	1,852,965	63.8%	-	-	
Operating Transfers in	55,732	-	-	-		1,500	-	
Subtotal	\$ 60,732	\$ 2,908,469	\$ 820,110	\$ 1,869,808	64.3%	\$ 6,000	4,936	82.3%
TOTAL Revenues	\$ 658,803	\$ 3,658,096	\$ 964,425	\$ 2,456,356	67.1%	\$ 463,706	355,688	76.7%

EXPENDITURES	Original FY2020 Budget	Revised FY2020 Budget	4th Quarter FY2020 Actual	YTD Actual as of 9/30/20	Percent of Revised Budget	Revised FY2019 Budget	4th Quarter FY2019 YTD Actual	Percent of Revised Budget
<i>Org - Object</i>								
<i>Fire Department</i>								
Operating Costs	\$ 853	\$ 853	\$ -	\$ -		\$ 853	\$ -	
<i>Police Department</i>								
Operating Costs	\$ 26,886	\$ 34,386	\$ -	\$ 16,330	47.5%	\$ 65,865	\$ 34,499	52.4%
<i>Library</i>								
Supplies	\$ 400	\$ -	\$ 661	\$ 661		\$ 957	\$ 1,691	
Professional Services	4,000	5,193	3,182	4,532	87.3%	6,695	4,461	66.6%
<i>CDBG Grants</i>								
Operating Costs	\$ 50,000	\$ 65,697	\$ 16,560	\$ 45,625	69.4%	\$ 4,303	\$ 4,303	100.0%
Professional Services	387,940	3,430,400	956,079	2,351,435	68.5%	277,798	297,798	107.2%
<i>Engineering</i>								
Capital	\$ 102,757	\$ 102,757	\$ -	\$ -		\$ 102,758	\$ -	
<i>Streets</i>								
Operating Costs	\$ 24,283	\$ 23,670	\$ -	\$ 929	3.9%	\$ 24,283	\$ 20,173	83.1%
Capital	18,717	19,331	-	19,331	100.0%	18,717	-	
TOTAL Expenditures	\$ 615,836	\$ 3,682,287	\$ 976,482	\$ 2,438,841	66.2%	\$ 502,229	\$ 362,925	72.3%

CITY OF ALLEN
Replacement Fund
FY2020 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUES	Original FY2020 Budget	Revised FY2020 Budget	4th Quarter FY2020 Actual	YTD Actual as of 9/30/20	Percent of Revised Budget	Revised FY2019 Budget	4th Quarter FY2019 YTD Actual	Percent of Revised Budget
<i>Charges for Services</i>								
General Fund	\$ 3,054,250	\$ 2,164,175	\$ 1,348,033	\$ 2,164,175	100.0%	\$ 2,794,799	\$ 2,794,799	100.0%
Risk Fund	13,287	13,287	3,322	13,287	100.0%	4,824	4,824	100.0%
Water & Sewer Fund	461,720	467,439	115,430	467,439	100.0%	455,089	455,089	100.0%
Solid Waste Fund	25,496	25,496	6,374	25,496	100.0%	40,158	40,158	100.0%
Drainage Fund	148,815	148,815	37,204	148,815	100.0%	148,815	148,815	100.0%
Hotel Fund	7,800	7,800	1,950	7,800	100.0%	6,652	6,652	100.0%
Subtotal	\$ 3,711,368	\$ 2,827,012	\$ 1,512,313	\$ 2,827,012	100.0%	\$ 3,450,337	\$ 3,450,337	100.0%
<i>Non-Operating Revenues</i>								
Interest	\$ 192,800	\$ 264,055	\$ 70,196	\$ 305,485	115.7%	\$ 185,600	\$ 264,342	142.4%
Auction Revenue	131,000	206,000	28,032	106,871	51.9%	153,000	207,464	135.6%
Reimbursements	147,002	149,500	17,500	89,687	60.0%	153,225	176,137	115.0%
Operating Transfer In	-	-	900,000	900,000		-	-	
Subtotal	\$ 470,802	\$ 619,555	\$ 1,015,729	\$ 1,402,043	226.3%	\$ 491,825	\$ 647,944	131.7%
TOTAL Revenues	\$ 4,182,170	\$ 3,446,567	\$ 2,528,041	\$ 4,229,055	122.7%	\$ 3,942,162	\$ 4,098,281	104.0%

EXPENDITURES	Original FY2020 Budget	Revised FY2020 Budget	4th Quarter FY2020 Actual	YTD Actual as of 9/30/20	Percent of Revised Budget	Revised FY2019 Budget	4th Quarter FY2019 YTD Actual	Percent of Revised Budget
<i>By Department</i>								
IT Master Plan	\$ -	\$ -	\$ -	\$ -		\$ 47,535	\$ 43,455	91.4%
Information Technology	50,000	120,000	3,178	13,404	11.2%	50,000	-	
Risk Management	-	29,500	361	27,291	92.5%	-	-	
Fire	257,754	257,754	258,504	258,504	100.3%	1,630,914	1,593,070	97.7%
Police	845,596	942,271	235,866	882,293	93.6%	752,750	724,763	96.3%
Parks & Recreation	103,837	140,123	63,262	120,578	86.1%	197,800	180,053	91.0%
Community Development	59,600	29,800	22,599	22,599	75.8%	-	-	
Community Enhancement	-	29,800	22,599	22,599	75.8%	-	-	
Community Services	88,580	90,702	2,756	31,508	34.7%	53,100	52,447	98.8%
Engineering	40,500	40,500	2,835	39,185	96.8%	140,000	119,350	85.3%
Water & Sewer	223,325	229,044	183,991	212,933	93.0%	572,159	547,779	95.7%
Solid Waste	33,200	33,200	-	27,874	84.0%	-	-	
TOTAL Expenditures	\$ 1,702,392	\$ 1,942,694	\$ 795,951	\$ 1,658,768	85.4%	\$ 3,444,258	\$ 3,260,918	94.7%

CITY OF ALLEN
Facility Maintenance Fund
FY2020 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUES	Original FY2020 Budget	Revised FY2020 Budget	4th Quarter FY2020 Actual	YTD Actual as of 9/30/20	Percent of Revised Budget	Revised FY2019 Budget	4th Quarter FY2019 YTD Actual	Percent of Revised Budget
Interest Earnings	\$ 17,500	\$ 35,519	\$ 8,921	\$ 40,746	114.7%	\$ 17,500	\$ 30,621	175.0%
Transfers In	800,000	331,000	-	331,000	100.0%	1,334,500	1,334,500	100.0%
Intergovernmental	-	500,000	4,832	4,832	1.0%	-	-	
Reimbursements	-	-	1,800	1,800		-	-	
TOTAL Revenues	\$ 817,500	\$ 866,519	\$ 15,553	\$ 378,378	43.7%	1,352,000	\$ 1,365,121	101.0%

EXPENDITURES	Original FY2020 Budget	Revised FY2020 Budget	4th Quarter FY2020 Actual	YTD Actual as of 9/30/20	Percent of Revised Budget	Revised FY2019 Budget	4th Quarter FY2019 YTD Actual	Percent of Revised Budget
Maintenance	\$ 145,000	\$ 707,000	\$ 41,843	\$ 324,567	45.9%	\$ 777,318	\$ 674,333	86.8%
Transfers Out	-	-	-	-		20,000	20,000	100.0%
TOTAL Expenditures	\$ 145,000	\$ 707,000	\$ 41,843	\$ 324,567	45.9%	\$ 797,318	\$ 694,333	87.1%

CITY OF ALLEN
Risk Management Fund
FY2020 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUES	Original FY2020 Budget	Revised FY2020 Budget	4th Quarter FY2020 Actual	YTD Actual as of 9/30/20	Percent of Revised Budget	Revised FY2019 Budget	4th Quarter FY2019 YTD Actual	Percent of Revised Budget
<i>Operating Revenues:</i>								
Charges for:								
Medical & Dental	\$ 11,436,261	\$ 11,453,911	\$ 3,420,340	\$ 11,198,702	97.8%	\$ 11,381,550	\$ 10,940,598	96.1%
Workers Comp.	673,132	850,000	524,857	1,165,013	137.1%	636,357	614,097	96.5%
Property/Liability	781,688	940,814	-	905,814	96.3%	781,688	816,718	104.5%
Subtotal	\$ 12,891,081	\$ 13,244,725	\$ 3,945,196	\$ 13,269,529	100.2%	\$ 12,799,595	\$ 12,371,413	96.7%
<i>Non-Operating Revenues & Transfers</i>								
Interest	\$ 80,000	\$ 162,376	\$ 50,861	\$ 197,245	121.5%	\$ 90,000	\$ 150,480	167.2%
Reimbursements	520,500	916,543	81,315	273,570	29.8%	774,450	1,915,911	247.4%
Operating Transfers In	502,727	537,710	143,173	537,710	100.0%	534,255	534,255	100.0%
Subtotal	\$ 1,103,227	\$ 1,616,629	\$ 275,350	\$ 1,008,525	62.4%	\$ 1,398,705	\$ 2,600,646	185.9%
TOTAL Revenues & Transfers	\$ 13,994,308	\$ 14,861,354	\$ 4,220,546	\$ 14,278,053	96.1%	\$ 14,198,300	\$ 14,972,059	105.4%

EXPENDITURES	Original FY2020 Budget	Revised FY2020 Budget	4th Quarter FY2020 Actual	YTD Actual as of 9/30/20	Percent of Revised Budget	Revised FY2019 Budget	4th Quarter FY2019 YTD Actual	Percent of Revised Budget
Administration	\$ 511,673	\$ 546,682	\$ 173,913	\$ 509,900	93.3%	\$ 566,210	\$ 512,356	90.5%
Health & Dental Insurance	10,841,705	10,841,705	2,404,533	9,409,252	86.8%	10,947,577	10,505,092	96.0%
Workers Comp Insurance	600,000	650,000	22,214	499,441	76.8%	570,000	493,347	86.6%
Post Employment Expenses	300,000	300,000	23,100	130,700	43.6%	300,000	219,347	73.1%
Property & Liability Insurance	1,066,300	2,593,902	978,603	2,265,840	87.4%	1,136,250	1,047,867	92.2%
TOTAL Expenditures	\$ 13,319,678	\$ 14,932,289	\$ 3,602,362	\$ 12,815,133	85.8%	\$ 13,520,037	\$ 12,778,009	94.5%

CITY OF ALLEN
Water & Sewer Fund
FY2020 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

	Original FY2020 Budget	Revised FY2020 Budget	4th Quarter FY2020 Actual	YTD Actual as of 9/30/20	Percent of Revised Budget	Revised FY2019 Budget	4th Quarter FY2019 YTD Actual	Percent of Revised Budget
Operating Revenues								
Water Sales	\$ 29,119,162	\$ 29,119,162	\$ 11,353,971	\$ 28,879,153	99.2%	\$ 25,000,000	\$ 24,667,051	98.7%
Sewer Charges	20,500,147	20,500,147	5,610,723	19,711,922	96.2%	18,394,628	17,638,064	95.9%
Connections	205,000	205,000	46,269	190,634	93.0%	205,000	214,330	104.6%
Service Charges	611,900	581,900	172,489	614,011	105.5%	611,900	553,085	90.4%
Miscellaneous	395,998	405,698	82,575	269,634	66.5%	537,510	318,888	59.3%
Subtotal	\$ 50,832,207	\$ 50,811,907	\$ 17,266,027	\$ 49,665,354	97.7%	\$ 44,749,038	\$ 43,391,417	97.0%
Non-Operating Revenues								
Interest	\$ 200,000	\$ 134,777	\$ 26,816	\$ 148,640	110.3%	\$ 200,000	\$ 138,714	69.4%
Operating Transfers In	972,845	972,845	243,212	972,845	100.0%	46,059	46,059	100.0%
Subtotal	\$ 1,172,845	\$ 1,107,622	\$ 270,028	\$ 1,121,485	101.3%	\$ 246,059	\$ 184,773	75.1%
TOTAL REVENUES	\$ 52,005,052	\$ 51,919,529	\$ 17,536,055	\$ 50,786,839	97.8%	\$ 44,995,097	\$ 43,576,190	96.8%
Operating Expenses								
W&S Debt Service								
Debt Service	\$ 1,688,006	\$ 1,608,311	\$ 1,074,801	\$ 1,660,041	103.2%	\$ 1,891,415	\$ 1,935,771	102.3%
W&S Operations								
Personnel	\$ 5,671,393	\$ 5,366,143	\$ 1,413,194	\$ 5,102,461	95.1%	\$ 5,484,096	\$ 5,092,820	92.9%
Operating Costs	1,876,796	1,847,515	379,935	1,591,662	86.2%	1,696,593	1,510,018	89.0%
NTMWD - Water/Pre-Treatment	30,238,605	30,091,148	7,938,922	28,992,069	96.3%	28,573,052	27,660,434	96.8%
Supplies	504,947	504,947	122,804	360,415	71.4%	556,825	515,205	92.5%
Maintenance	551,320	545,601	244,431	629,858	115.4%	528,655	438,827	83.0%
Professional Services	317,032	352,032	59,937	178,843	50.8%	195,964	174,018	88.8%
Utility Billing/Collections								
Personnel	\$ 514,666	\$ 543,575	\$ 147,399	\$ 545,675	100.4%	\$ 520,945	\$ 567,613	109.0%
Operating Costs	144,713	144,713	7,153	46,176	31.9%	144,813	58,133	40.1%
Supplies	4,345	4,345	768	3,926	90.3%	6,545	6,683	102.1%
Professional Services	734,635	733,135	171,170	650,829	88.8%	737,435	719,338	97.5%
Subtotal	\$ 42,246,458	\$ 41,741,465	\$ 11,560,514	\$ 39,761,954	95.3%	\$ 40,336,338	\$ 38,678,860	95.9%
Non-Operating Expenses								
Other financing Uses** (1)	\$ 7,099,113	\$ 7,102,442	\$ 1,776,442	\$ 8,025,297	113.0%	\$ 7,289,624	\$ 7,289,624	100.0%
Capital Outlay	143,159	143,159	2,756	137,764	96.2%	121,371	115,455	95.1%
Subtotal	\$ 7,242,272	\$ 7,245,601	\$ 1,779,198	\$ 8,163,061	112.7%	\$ 7,410,995	\$ 7,405,079	99.9%
TOTAL EXPENSES & TRANSFERS	\$ 49,488,730	\$ 48,987,066	\$ 13,339,711	\$ 47,925,016	97.8%	\$ 47,747,333	\$ 46,083,939	96.5%

**Other Financing Uses include transfers out of \$4,090,875 for Operations, \$3,011,567 to fund Water and Sewer Capital Projects and \$922,855 to fund AMR/AMI.

(1) Year-end transfer of excess revenue and expenditure savings includes the following:

<u>Purpose</u>	<u>Amount</u>
AMR/AMI	\$ 922,855
TOTAL	\$ 922,855

CITY OF ALLEN
Solid Waste Fund
FY2020 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

	Original FY2020 Budget	Revised FY2020 Budget	4th Quarter FY2020 Actual	YTD Actual as of 9/30/20	Percent of Revised Budget	Revised FY2019 Budget	4th Quarter FY2019 YTD Actual	Percent of Revised Budget
Operating Revenues								
Garbage Fees	\$ 5,390,915	\$ 5,390,915	\$ 1,360,141	\$ 5,395,138	100.1%	\$ 5,307,852	\$ 5,334,292	100.5%
Commercial Garbage Fees	1,333,200	1,233,200	455,066	1,334,547	108.2%	1,322,000	1,327,582	100.4%
Household Hazardous Waste	196,620	196,620	49,404	196,452	99.9%	194,349	194,097	99.9%
Recycling Revenues	78,870	78,870	20,769	91,663	116.2%	77,232	66,771	86.5%
Composting Revenues	85,000	85,000	32,075	99,031	116.5%	72,000	83,682	116.2%
Miscellaneous	36,500	36,500	-	40,145	110.0%	36,500	36,500	100.0%
Subtotal	\$ 7,121,105	\$ 7,021,105	\$ 1,917,454	\$ 7,156,976	101.9%	\$ 7,009,933	\$ 7,042,923	100.5%
Non-Operating Revenues								
Interest	\$ 50,000	\$ 58,438	\$ 15,004	\$ 64,723	110.8%	\$ 50,000	\$ 63,207	126.4%
Intergovernmental	-	2,174	-	-		-	-	
Subtotal	\$ 50,000	\$ 60,612	\$ 15,004	\$ 64,723	106.8%	\$ 50,000	\$ 63,207	126.4%
TOTAL REVENUES	\$ 7,171,105	\$ 7,081,717	\$ 1,932,458	\$ 7,221,699	102.0%	\$ 7,059,933	\$ 7,106,130	100.7%
Operating Expenses								
Personnel	\$ 744,972	\$ 769,223	\$ 209,968	\$ 757,081	98.4%	\$ 688,775	\$ 716,671	104.1%
Operating Costs	111,117	111,117	12,231	84,905	76.4%	119,535	110,207	92.2%
<i>Solid Waste Services</i>	2,712,231	2,712,231	452,040	2,522,865	93.0%	2,578,379	2,393,168	92.8%
Supplies	43,866	46,040	7,889	22,788	49.5%	37,846	26,383	69.7%
Maintenance	6,800	6,800	141	3,649	53.7%	7,450	8,223	110.4%
Professional Services	3,515,391	3,515,391	1,016,648	3,070,942	87.4%	3,373,391	2,982,012	88.4%
Subtotal	\$ 7,134,377	\$ 7,160,802	\$ 1,698,917	\$ 6,462,231	90.2%	\$ 6,805,376	\$ 6,236,663	91.6%
Non-Operating Expenses & Transfers								
Transfers Out**	\$ 575,566	\$ 575,922	\$ 69,070	\$ 575,922	100.0%	\$ 742,121	\$ 742,121	100.0%
Subtotal	\$ 575,566	\$ 575,922	\$ 69,070	\$ 575,922	100.0%	\$ 742,121	\$ 742,121	100.0%
TOTAL EXPENSES & TRANSFERS	\$ 7,709,943	\$ 7,736,724	\$ 1,767,986	\$ 7,038,153	91.0%	\$ 7,547,497	\$ 6,978,784	92.5%

**Budgeted Transfers Out include \$275,922 for Operations and \$300,000 for FY2020 Streets and Alleys Repairs Projects.

CITY OF ALLEN
Drainage Fund
FY2020 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

	Original FY2020 Budget	Revised FY2020 Budget	4th Quarter FY2020 Actual	YTD Actual as of 9/30/20	Percent of Revised Budget	Revised FY2019 Budget	4th Quarter FY2019 YTD Actual	Percent of Revised Budget
Operating Revenues								
Drainage Fees	\$ 1,740,000	\$ 1,740,000	\$ 442,033	\$ 1,754,799	100.9%	\$ 1,700,000	\$ 1,708,329	100.5%
Inspection Fees	70,000	75,000	11,666	57,971	77.3%	70,000	55,365	79.1%
Subtotal	\$ 1,810,000	\$ 1,815,000	\$ 453,698	\$ 1,812,770	99.9%	\$ 1,770,000	\$ 1,763,694	99.6%
Non-Operating Revenues								
Contributions	\$ -	\$ 350,000	\$ -	\$ 350,000	100.0%	\$ -	\$ -	
Interest	17,500	27,705	4,852	27,937	100.8%	17,500	27,250	155.7%
Reimbursements	5,000	5,000	14,000	16,806	336.1%	5,000	4,617	92.3%
Subtotal	\$ 22,500	\$ 382,705	\$ 18,852	\$ 394,743	103.1%	\$ 22,500	\$ 31,866	141.6%
TOTAL REVENUES	\$ 1,832,500	\$ 2,197,705	\$ 472,551	\$ 2,207,513	100.4%	\$ 1,792,500	\$ 1,795,561	100.2%
Operating Expenses								
Personnel	\$ 751,840	\$ 707,651	\$ 255,948	\$ 771,910	109.1%	\$ 754,970	\$ 694,524	92.0%
Operating Costs	234,919	234,919	48,606	217,165	92.4%	218,986	204,557	93.4%
Supplies	46,100	46,100	17,633	55,122	119.6%	36,100	42,842	118.7%
Maintenance	198,430	168,430	129,564	221,552	131.5%	157,520	145,914	92.6%
Professional Services	377,513	377,513	98,681	244,944	64.9%	377,112	235,007	62.3%
Subtotal	\$ 1,608,802	\$ 1,534,613	\$ 550,432	\$ 1,510,694	98.4%	\$ 1,544,688	\$ 1,322,844	85.6%
Non-Operating Expenses & Transfers								
Capital Outlay	\$ -	\$ 789,000	\$ 29,664	\$ 759,839	96.3%	\$ -	\$ -	
Transfers Out	396,802	397,221	99,410	397,221	100.0%	347,401	347,401	100.0%
Subtotal	\$ 396,802	\$ 1,186,221	\$ 129,074	\$ 1,157,060	97.5%	\$ 347,401	\$ 347,401	100.0%
TOTAL EXPENSES & TRANSFERS	\$ 2,005,604	\$ 2,720,834	\$ 679,506	\$ 2,667,753	98.0%	\$ 1,892,089	\$ 1,670,245	88.3%

CITY OF ALLEN
Golf Course Fund
FY2020 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

	Original FY2020 Budget	Revised FY2020 Budget	4th Quarter FY2020 Actual	YTD Actual as of 9/30/20	Percent of Revised Budget	Revised FY2019 Budget	4th Quarter FY2019 YTD Actual	Percent of Revised Budget
Operating Revenues								
Green Fees	\$ 2,073,640	\$ 1,719,247	\$ 735,531	\$ 1,951,896	113.5%	\$ 1,998,675	\$ 1,814,070	90.8%
Driving Range	337,760	367,802	180,634	467,480	127.1%	326,650	398,732	122.1%
Lesson Fees	399,800	299,910	111,271	300,238	100.1%	426,534	375,603	88.1%
Concession Sales	229,152	179,821	59,021	183,415	102.0%	235,235	238,167	101.2%
Alcohol Sales	184,800	138,600	62,491	164,419	118.6%	211,211	171,423	81.2%
Retail Pro Shop	139,920	104,940	42,419	124,197	118.4%	132,633	126,364	95.3%
Facility Rental	12,400	12,400	2,041	7,491	60.4%	12,400	13,785	111.2%
Subtotal	\$ 3,377,472	\$ 2,822,720	\$ 1,193,408	\$ 3,199,136	113.3%	\$ 3,343,338	\$ 3,138,144	93.9%
Non-Operating Revenues & Transfers								
Miscellaneous Revenues	\$ 25,000	\$ 28,365	\$ 1,383	\$ 29,396	103.6%	\$ 25,957	\$ 35,214	135.7%
Operating Transfers In	352,152	411,152	88,038	411,152	100.0%	423,963	423,963	100.0%
Subtotal	\$ 377,152	\$ 439,517	\$ 89,421	\$ 440,548	100.2%	\$ 449,920	\$ 459,177	102.1%
TOTAL REVENUES & TRANSFERS	\$ 3,754,624	\$ 3,262,237	\$ 1,282,829	\$ 3,639,684	111.6%	\$ 3,793,258	\$ 3,597,321	94.8%
Operating Expenses								
Personnel	\$ 1,806,768	\$ 1,718,489	\$ 481,524	\$ 1,687,500	98.2%	\$ 1,750,555	\$ 1,688,566	96.5%
Operating Costs	600,656	428,240	144,624	409,818	95.7%	555,042	453,819	81.8%
Supplies	194,676	196,676	76,997	203,080	103.3%	197,864	183,206	92.6%
Maintenance	98,281	101,301	36,246	107,415	106.0%	145,819	171,855	117.9%
Professional Service	886,420	761,710	199,700	713,872	93.7%	956,155	655,832	68.6%
Subtotal	\$ 3,586,801	\$ 3,206,416	\$ 939,091	\$ 3,121,685	97.4%	\$ 3,605,435	\$ 3,153,279	87.5%
Non-Operating Expenses								
Capital Outlay	\$ -	\$ 49,354	\$ 49,354	\$ 49,354	100.0%	\$ 20,000	\$ 19,290	96.5%
Depreciation	167,823	167,823	162,430	162,430	96.8%	167,823	164,011	97.7%
Subtotal	\$ 167,823	\$ 217,177	\$ 211,784	\$ 211,784	97.5%	\$ 187,823	\$ 183,301	97.6%
TOTAL EXPENSES	\$ 3,754,624	\$ 3,423,593	\$ 1,150,874	\$ 3,333,469	97.4%	\$ 3,793,258	\$ 3,336,581	88.0%

CITY OF ALLEN
Economic Development Corporation
FY2020 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUES	Original FY2020 Budget	Revised FY2020 Budget	4th Quarter FY2020 Actual	YTD Actual as of 9/30/20	Percent of Revised Budget	Revised FY2019 Budget	4th Quarter FY2019 YTD Actual	Percent of Revised Budget
Revenue Source								
Sales Taxes	\$ 10,643,247	\$ 9,930,258	\$ 2,725,776	\$ 10,671,092	107.5%	\$ 10,290,104	\$ 10,602,827	103.0%
Interest on Investments	227,073	92,698	29,762	147,039	158.6%	216,260	218,537	101.1%
Reimbursements	-	3,113,194	3,006,921	5,815,284	186.8%	31,000	30,899	99.7%
Sale of Land	-	1,417,738	-	1,417,738	100.0%	2,580,495	2,549,044	98.8%
Bond Sale Proceeds	-	1,800,000	2,110,000	2,110,000	117.2%	-	-	
TOTAL Revenues	\$ 10,870,320	\$ 16,353,888	\$ 7,872,459	\$ 20,161,153	123.3%	\$ 13,117,859	\$ 13,401,307	102.2%

EXPENDITURES	Original FY2020 Budget	Revised FY2020 Budget	4th Quarter FY2020 Actual	YTD Actual as of 9/30/20	Percent of Revised Budget	Revised FY2019 Budget	4th Quarter FY2019 YTD Actual	Percent of Revised Budget
<i>Org - Character</i>								
<u>Operating Expenditures</u>								
Personnel	\$ 876,833	\$ 938,526	\$ 262,442	\$ 917,303	97.7%	\$ 810,195	\$ 802,638	99.1%
Operating Costs	325,317	277,007	44,793	271,620	98.1%	330,969	310,060	93.7%
Marketing/BRE	410,000	248,500	55,862	261,632	105.3%	405,000	400,106	98.8%
Supplies	10,000	5,900	2,739	5,189	88.0%	10,000	9,962	99.6%
Professional Services	281,435	711,247	54,096	580,247	81.6%	690,255	359,953	52.1%
Capital	-	-	-	-		4,004,334	5,814,130	145.2%
Debt Service	3,686,997	3,771,998	2,838,343	3,760,413	99.7%	3,690,899	3,691,208	100.0%
<i>Total Operating Expenditures</i>	\$ 5,590,582	\$ 5,953,178	\$ 3,258,275	\$ 5,796,405	97.4%	\$ 9,941,652	\$ 11,388,058	114.5%
<u>Non-Operating Expenditures</u>								
Economic Grant Expense	\$ 4,151,793	\$ 12,214,940	\$ 4,738,349	\$ 11,304,801	92.5%	10,458,563	\$ 5,591,083	53.5%
Revenue Supported Econ Inc.	300,000	212,458	221,651	221,651	104.3%	300,000	256,393	85.5%
<i>Total Non-Operating</i>	\$ 4,451,793	\$ 12,427,398	\$ 4,960,000	\$ 11,526,452	92.8%	10,758,563	\$ 5,847,475	54.4%
TOTAL Expenditures	\$ 10,042,375	\$ 18,380,576	\$ 8,218,275	\$ 17,322,857	94.2%	\$ 20,700,215	\$ 17,235,533	83.3%

CITY OF ALLEN
Community Development Corporation
FY2020 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUES	Original FY2020 Budget	Revised FY2020 Budget	4th Quarter FY2020 Actual	YTD Actual as of 9/30/20	Percent of Revised Budget	Revised FY2019 Budget	4th Quarter FY2019 YTD Actual	Percent of Revised Budget
Revenue Source								
Sales Taxes	\$ 10,643,247	\$ 9,930,258	\$ 2,725,776	\$ 10,671,092	107.5%	\$ 10,290,104	\$ 10,602,827	103.0%
Interest on Investments	200,000	274,938	86,877	377,632	137.4%	200,000	322,244	161.1%
TOTAL Revenues	\$ 10,843,247	\$ 10,205,196	\$ 2,812,653	\$ 11,048,724	108.3%	\$ 10,490,104	\$ 10,925,071	104.1%

EXPENDITURES	Original FY2020 Budget	Revised FY2020 Budget	4th Quarter FY2020 Actual	YTD Actual as of 9/30/20	Percent of Revised Budget	Revised FY2019 Budget	4th Quarter FY2019 YTD Actual	Percent of Revised Budget
<i>Org - Character</i>								
<i>CDC Administration</i>								
Operating Costs	\$ 15,617	\$ 15,617	\$ -	\$ 7,088	45.4%	\$ 7,210	\$ 4,920	68.2%
Economic Incentive	494,700	2,994,700	-	2,721,651	90.9%	\$ 502,913	\$ 270,278	53.7%
Maintenance	578,488	754,616	168,699	669,942	88.8%	1,127,484	436,105	38.7%
Professional Services	740,833	830,423	217,164	744,702	89.7%	858,301	685,514	79.9%
Capital	358,173	358,173	114,230	114,230	31.9%	725,106	663,241	91.5%
<i>CDC - Capital Improvement Fund</i>								
Construction in Progress	\$ 5,412,254	\$ 6,622,844	\$ 198,990	\$ 1,250,888	18.9%	\$ 1,594,752	\$ 381,003	23.9%
<i>CDC - Debt Service</i>								
Debt Service	\$ 2,416,890	\$ 2,416,890	\$ 2,085,089	\$ 2,413,739	99.9%	\$ 2,419,219	\$ 2,416,069	99.9%
TOTAL Expenditures	\$ 10,016,955	\$ 13,993,263	\$ 2,784,172	\$ 7,922,240	56.6%	\$ 7,234,985	\$ 4,857,130	67.1%

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:	January 12, 2021
SUBJECT:	Conduct a Public Hearing and Adopt an Ordinance for a Specific Use Permit SUP for a Restaurant (drive-in or through) Use Located on Lot 2, Block A, Greenville Center Addition; Generally Located South of Stacy Road and East of Andrews Parkway (and commonly known as 350 E. Stacy Road). [Chick-Fil-A (Stacy)]
STAFF RESOURCE:	Hayley Angel, Senior Planner
BOARD / COMMISSION ACTION:	On December 1, 2020, the Planning and Zoning Commission voted 6 in favor (Commissioners Trahan, Shaikh, Metevier, Ogrizovich, Burkhardt and Smiddy) and 0 opposed to recommend approval of the request.
ACTION PROPOSED:	Conduct a Public Hearing and Adopt an Ordinance for a Specific Use Permit SUP for a Restaurant (drive-in or through) Use Located on Lot 2, Block A, Greenville Center Addition; Generally Located South of Stacy Road and East of Andrews Parkway (and commonly known as 350 E. Stacy Road). [Chick-Fil-A (Stacy)]

BACKGROUND

The property is generally located directly south of Stacy Road and approximately 648± feet east of Andrews Parkway. The properties to the east and west are zoned Corridor Commercial CC. The properties to the south are zoned Single Family Residential R-5. The properties to the north (across Stacy Road) are in the Town of Fairview.

The property is currently zoned Corridor Commercial CC. The Allen Land Development Code requires a Specific Use Permit (SUP) for a Restaurant (Drive-in or Through) use within the Corridor Commercial CC zoning district. The property is currently operating as a drive-through restaurant; however, the applicant is proposing to modify the site and building. While this is not a new development, the proposed modification requires the approval of a Specific Use Permit to bring the site to be in full compliance with the Allen Land Development Code. The approval of a revised site plan and the subsequent the issuance of a building permit are the next steps following the Specific Use Permit.

The SUP Site Plan shows a 1.72± acre lot with a 4,665± square foot building for a drive-in or through use. There is a proposed 288± square foot addition to the existing building and the addition of metal canopies. The modifications to the site include the creation of a dual drive-through lane changing the existing drive through pattern for the site. The applicant is proposing to add a deceleration lane for a right turn lane at the entrance along Stacy Road. This is in lieu of a stacking and queuing analysis in order to aide in mitigating traffic

concerns on Stacy Road caused by the existing development.

The Specific Use Permit request has been reviewed by the Technical Review Committee and meets the standards of the Allen Land Development Code.

LEGAL NOTICES

Public Hearing Sign - November 20, 2020

Public Hearing Letters - November 20, 2020

Newspaper Notice - December 24, 2020

MOTION

I make a motion to adopt Ordinance No. _____ for Specific Use Permit No. 178 for a Restaurant (Drive-in or through) use.

ATTACHMENTS:

Ordinance

Property Notification Map

Minutes from the December 1, 2020 Planning and Zoning Commission Meeting

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP, AS PREVIOUSLY AMENDED, BY GRANTING SPECIFIC USE PERMIT NO. 178 AUTHORIZING LOT 2, BLOCK A, GREENVILLE CENTER ADDITION, PRESENTLY ZONED AS CORRIDOR COMMERCIAL “CC” ZONING DISTRICT, TO BE USED FOR A RESTAURANT (DRIVE-IN OR THROUGH) USE; PROVIDING A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the governing body of the City of Allen, Texas, in compliance with the laws of the State of Texas and the Ordinances of the City of Allen, 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 Allen Land Development Code Zoning Regulations and Zoning Map of the City of Allen, Texas, as previously amended, should be further amended as follows:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, THAT:

SECTION 1. The Allen Land Development Code Zoning Regulations and the Zoning Map of the City of Allen, Collin County, Texas, be amended by granting Specific Use Permit No. 178 for Lot 2, Block A, Greenville Center Addition Lots 1-3, Block A, an addition to the City of Allen, Collin County, Texas, according to the plat thereof recorded in Volume 2009, Page 326, Map Records, Collin County, Texas (the “Property”), presently zoned Corridor Commercial “CC” Zoning District, to be used for a Restaurant (Drive-in or through) use subject to Section 2, below.

SECTION 2. The Property shall be used only in the manner and for the purposes provided for in the Allen Land Development Code Zoning Regulations, as heretofore amended, with respect to property located in a Corridor Commercial “CC” Zoning District, and, if developed and used for Restaurant (Drive-in or through) purposes, shall be subject to the following special conditions:

- A.** The Property shall be developed as shown on the SUP Site Plan attached hereto as Exhibit “A” and incorporated herein by reference; and,
- B.** Only Chick-Fil-A, Inc., or a legal entity owned or controlled by Cross Island Land Allen, LLC, is authorized by this Ordinance to use the Property for a Restaurant (Drive-in or through) use.

SECTION 3. To the extent of any irreconcilable conflict with the provisions of this ordinance and other ordinances of the City of Allen governing the use and development of the Property and which are not expressly amended by this ordinance, the provisions of this ordinance shall be controlling.

SECTION 4. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or of the Allen Land Development Code Zoning Regulations, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Allen Land Development Code Zoning Regulations, as amended hereby, which 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 Allen Land Development Code Zoning Regulations, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 6. 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 Allen Land Development Code Zoning Regulations of the City of Allen, as previously amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense.

SECTION 7. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Allen, and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS 12TH DAY OF JANUARY 2021.

APPROVED:

Ken Fulk, MAYOR

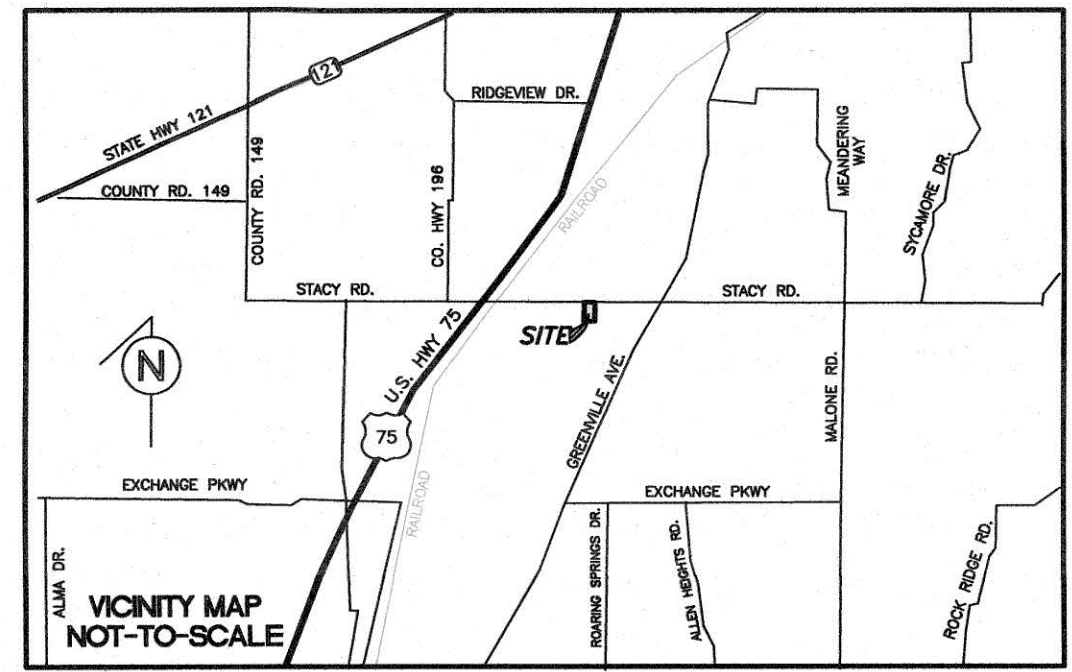
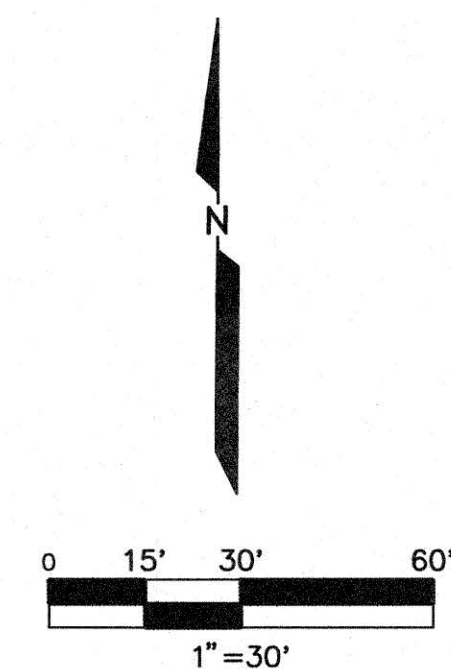
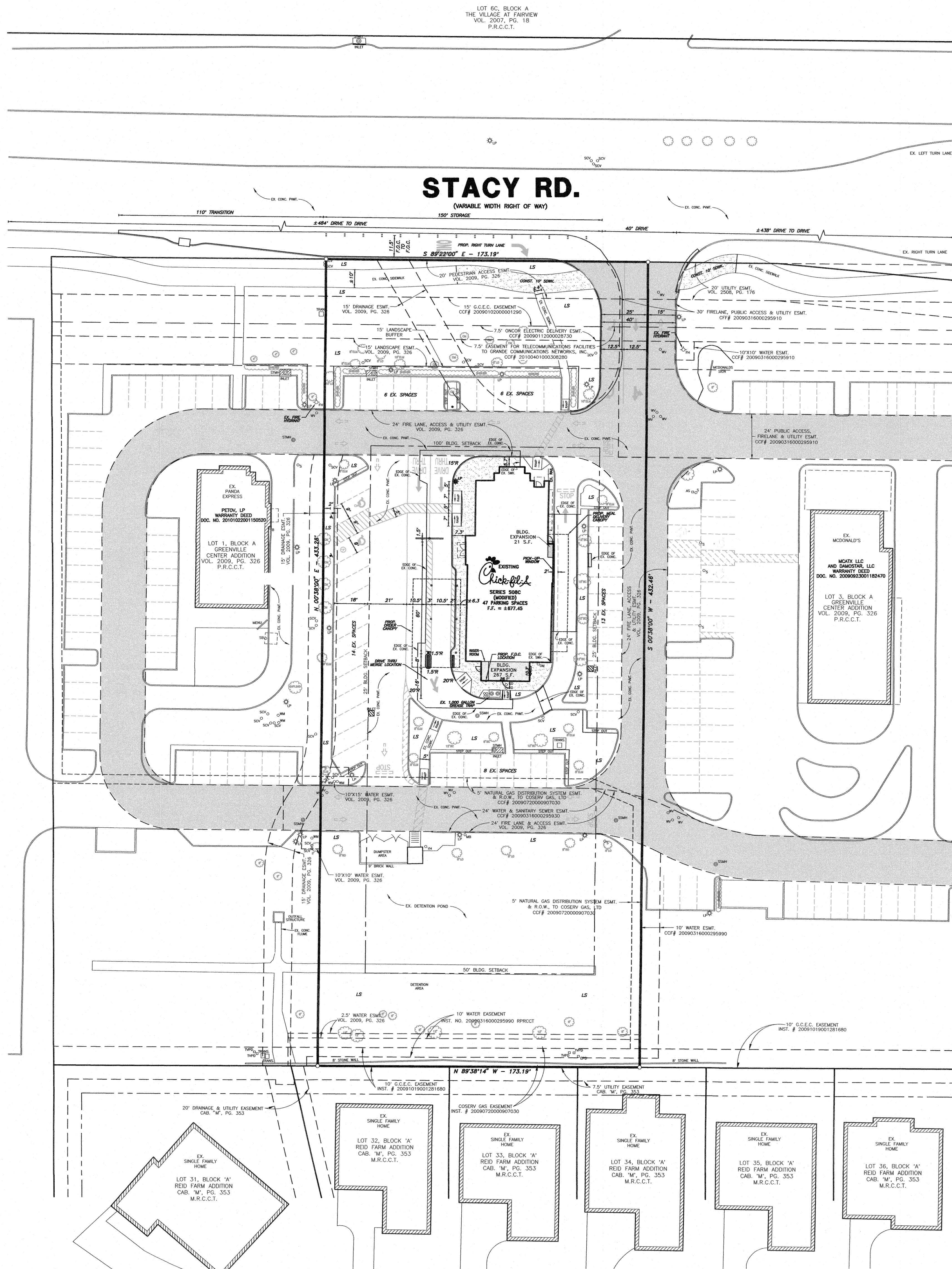
APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY
(kbl:12/11/2020:119659)

Shelley B. George, TRMC, CITY SECRETARY

**EXHIBIT “A”
SUP SITE PLAN**



VICINITY MAP
N.T.S.

- LEGEND**
- S SIGN
 - F.H. FIRE HYDRANT
 - X SET CHISELED "X" SET
 - F.X. CHISELED "X" FOUND
 - F.I.R. IRON ROD FOUND (SIZE AS NOTED)
 - S.L.R. OVERHEAD UTILITY POLE W/ GUY
 - P.P. UNDERGROUND ELECTRIC OR TELEPHONE
 - L.P. LIGHT POLE
 - S.S.M.H. SANITARY SEWER MANHOLE
 - C.O. SAN. SWR. CLEAN OUT
 - G.V. GAS VALVE
 - W.V. WATER VALVE
 - T. TREE
 - M.H. MANHOLE (TYPE AS NOTED)
 - S.B. BOX TRAFFIC SIGNAL BOX
 - T.E.B. ELECTRIC TRANSFORMER BOX
 - T.E.S. ELECTRIC TRANSMISSION STEEL TOWER
 - U.C.M. UNDERGROUND CABLE MARKER
 - T.B. TRAFFIC BOX
 - S.C.V. SPRINKLER CONTROL VALVE
 - E.M. ELECTRIC METER
 - G.M. GAS METER
 - F.P. FLAG POLE
 - L.O. LIVE OAK
 - R.O. RED OAK
 - B.C. BALD CYPRESS
 - C.M. CROPE MYRTLE
 - Y.H. YOUNG HOLLY
 - L.S. LANDSCAPING
 - S.S.I. STORM SEWER INLET
 - EX. FIRE LANE

- NOTES**
- ALL ON-SITE CONSTRUCTION SHALL BE IN ACCORDANCE WITH CURRENT CHICK-FIL-A SPECIFICATIONS AND/OR CITY STANDARD SPECIFICATIONS, WHICH EVER IS MORE RESTRICTIVE.
 - ALL CONSTRUCTION IN CITY RIGHT-OF-WAYS AND/OR EASEMENT SHALL BE IN ACCORDANCE WITH THE CITY'S STANDARD SPECIFICATIONS.
 - PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL MAKE CERTAIN THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS AS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
 - THE CONTRACTOR SHALL GIVE THE CITY A MINIMUM OF 48 HOURS NOTICE BEFORE BEGINNING EACH PHASE OF CONSTRUCTION.
 - THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES DURING THE CONSTRUCTION OF THIS PROJECT.
 - IF CONTRACTOR FINDS A DISCREPANCY WITH THE TOPOGRAPHIC INFORMATION ON THESE PLANS, HE/SHE SHALL CONTACT THE CONSTRUCTION MANAGER/ SUPERVISOR IMMEDIATELY.
 - ALL DIMENSIONS SHOWN ARE TO FACE OF CURB, BRICK, OR AS OTHERWISE NOTED.
 - REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS.
 - BUILDING IS PARALLEL AND PERPENDICULAR TO THE NORTH, EAST & WEST PROPERTY LINES.
 - ALL RADI ARE 2' UNLESS OTHERWISE NOTED.
 - APPLICANT SHALL COMPLY WITH CITY ORDINANCE, CHAPTER 6, HEALTH AND ENVIRONMENT; ARTICLE III, SOLID WASTE; SECTION 6-51 TO 6-80.
 - APPLICANT SHALL COMPLY WITH ALL IRRIGATION REGULATIONS IN V.T.C.A. ADMINISTRATIVE CODE TITLE 30, CHAPTER 344 RULES ESTABLISHED BY THE STATE OF TEXAS; AND REQUIREMENTS FOR IRRIGATION DESIGN AND WATER CONSERVATION SET IN THE ALLEN LAND DEVELOPMENT CODE SECTION 7.05.6, AND THE CITY OF ALLEN WATER CONSERVATION AND DROUGHT CONTINGENCY AND EMERGENCY RESPONSE PLAN.

SITE DATA	
ZONING:	CC (CORRIDOR COMMERCIAL)
LOT AREA:	1.7210 ACRES (74,969 S.F.)
PROPOSED USE:	DINE IN & DRIVE THRU RESTAURANT
EX. BUILDING AREA:	4,377 S.F.
PROP. BUILDING EXPANSION:	288 S.F.
TOTAL BUILDING AREA:	4,665 S.F.
EX. BUILDING AREA REMOVED:	224 S.F.
LOT COVERAGE:	6%
F.A.R.:	0.06:1
PARKING REQUIRED:	1 SPACE FOR EVERY 100 S.F.
	4,665/100 = 47 SPACES
PARKING PROVIDED:	47 SPACES (2 H.C.)
BUILDING HEIGHT:	25' (1 STORY)
REQUIRED LANDSCAPE AREA:	7,497 S.F. (0.17 ACRES - 10%)
EX. LANDSCAPE AREA:	33,347 S.F. (0.77 ACRES - 44.48%)
PROP. LANDSCAPE AREA:	32,340 S.F. (0.74 ACRES - 43.14%)
FRONT YARD SETBACK:	100' REQ'D: 110' PROVIDED
SIDE YARD SETBACK:	25' REQ'D: 49' PROVIDED
REAR YARD SETBACK:	50' REQ'D: 206' PROVIDED

OWNER:
CROSS ISLAND LAND ALLEN, LLC
225 EMERALD LANE
PALM BEACH, FLORIDA 33480

ARCHITECT:
MAYSE & ASSOCIATES, INC.
14811 QUORUM DRIVE, SUITE 800
DALLAS, TEXAS 75254
PHONE: (972) 386-0338
CONTACT: CHRISTOPHER STRONG

APPLICANT:
CHICK-FIL-A, INC.
5200 BUFFINGTON ROAD
ATLANTA, GEORGIA 30349
PHONE: (404) 765-8000
CONTACT: PATRICK THOMPSON

ENGINEER:
BURGER ENGINEERING, LLC
TEXAS REGISTERED ENGINEERING FIRM F-12997
17103 PRESTON ROAD, SUITE 180N
DALLAS, TEXAS 75248
PHONE: (972) 630-3360
CONTACT: BRYAN M. BURGER, P.E.

SURVEYOR:
DODSON-THOMPSON-MANSFIELD, PLLC
CERTIFICATE OF AUTHORIZATION NO. 10194154
20 NE 38TH STREET
OKLAHOMA CITY, OKLAHOMA 73105
PHONE: (405) 601-7402
CONTACT: RANDY MANSFIELD, R.P.L.S.

SUBMITTAL DATE: OCTOBER 30, 2020

BENCHMARK - BM 1		BENCHMARK - BM 2	
ELEVATION	674.63	ELEVATION	676.90
MONUMENT	CUT "X"-NW COR. CONC. SLAB	MONUMENT	CUT "X" ON TOP OF CURB
LOCATION	AROUND STW & MOST NORTHERLY ROW OF PARKING & NW SIDE OF CFA LOT	LOCATION	NE CORNER OF PARKING STALL WEST OF SIDEWALK & NORTH OF PANDA EXPRESS BLDG.



BURGER ENGINEERING
Civil Consultants

17103 Preston Road, Suite 180N
Dallas, Texas 75248
Office: 972.630.3360 Fax: 972.630.3380
TBPE F-12997

Chick-fil-A
5200 Buffington Rd.
Atlanta Georgia,
30349-2998

Revisions:
Mark Date By

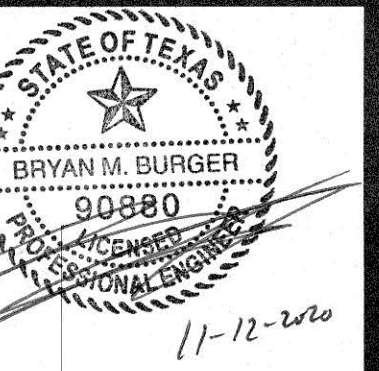
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Mark Date By

△

Mark Date By

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350 E. STACY ROAD
LOT 2, BLOCK A (1.7210 ACRES)
GREENVILLE CENTER ADDITION
CITY OF ALLEN, TEXAS
COLLIN COUNTY, TEXAS

STORE
SERIES
S08C
(MODIFIED)

SHEET TITLE
SUP SITE PLAN

☒ For Permit
☐ For Bid
☐ For Construction

Job No. : 013-240

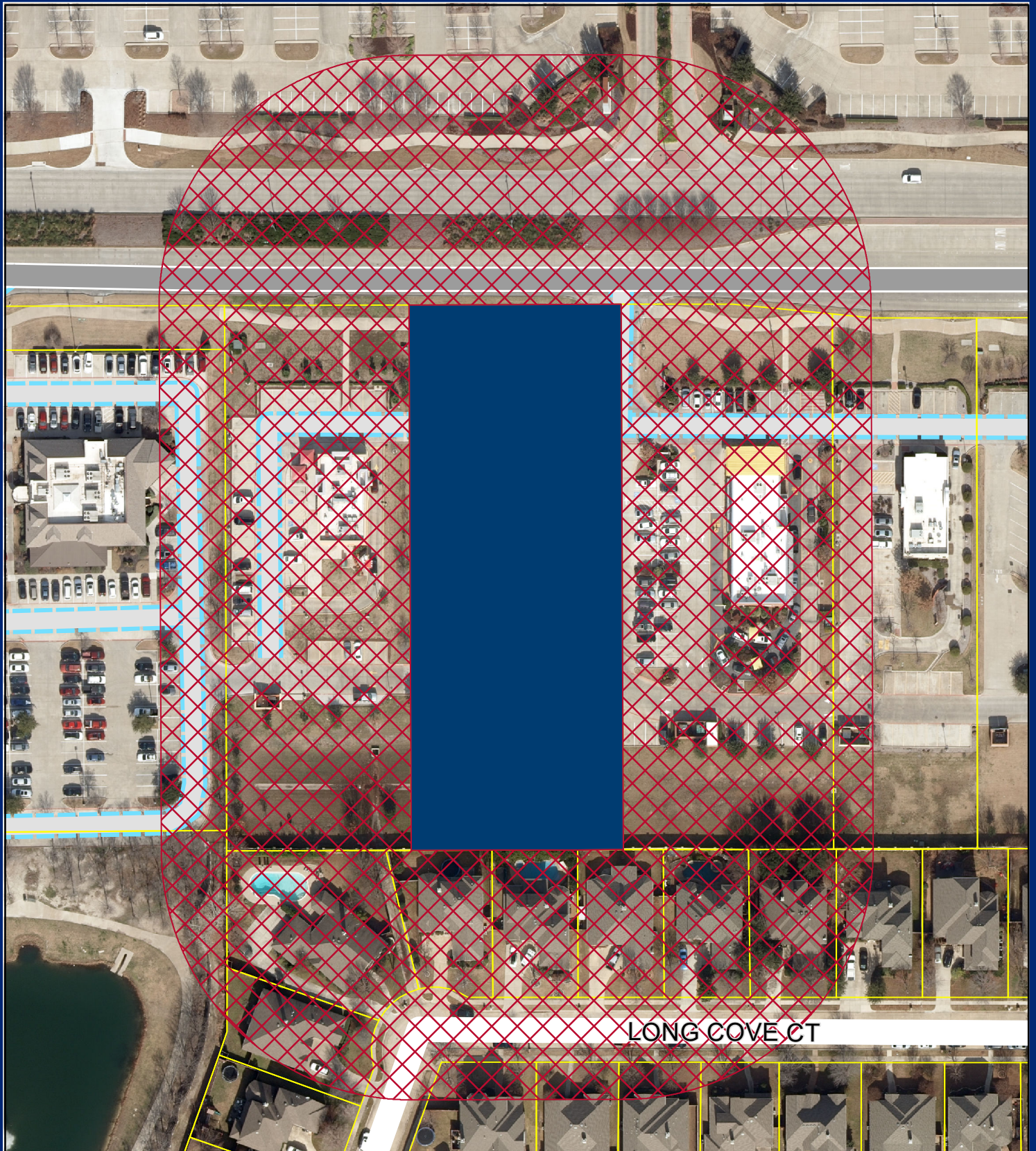
Store : 02354

Date : 07/25/17

Drawn By : RMP

Checked By: BMB

Sheet

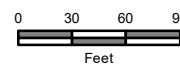


Location Map

Chick-Fil-A
350 E. Stacy Rd.

Map Legend

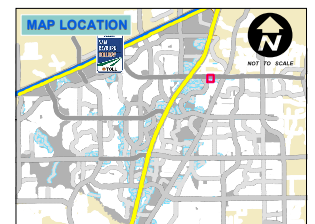
-  Chick_Fil_A_Buffer
-  Chick_Fil_A_Stacy
-  CollinCAD Parcels



Community Development - Planning

Date Saved: 11/12/2020

NOTE: This map is only for illustration purpose only, please contact the City of Allen Planning & Development Department for specific rules and regulations.



December 1, 2020 Planning and Zoning Commission Meeting Minutes

Public Hearing - Conduct a Public Hearing and Consider a Request for a Specific Use Permit SUP for a Restaurant (drive-in or through) Use Located on Lot 2, Block A, Greenville Center Addition; Generally Located Directly South of Stacy Road and Approximately 648± Feet East of Andrews Parkway (and commonly known as 350 E. Stacy Road). (SUP-103020-0007) [Chick-Fil-A (Stacy)]

Ms. Russell, Planner, presented the item to the Commission.

Ms. Russell stated that the Specific Use Permit meets the requirements of the Allen Land Development Code. She noted that staff is in support of the agenda item.

Chair Trahan opened the public hearing.

The following registered their support but did not wish to speak on the item.

- Bryan Burger, Applicant, 17103 Preston Road, Suite 180N, Dallas, Texas.

Chair Trahan closed the public hearing.

Motion: **Upon a motion by Commissioner Burkhardt, and a second by Commissioner Shaikh, the Commission voted 6 IN FAVOR and 0 OPPOSED to approve the request granting a Specific Use Permit for a Restaurant (Drive-in or Through) use for Lot 2, Block A, Greenville Center Addition, subject to the development regulations and SUP Site Plan, as presented**

The motion carried.

ATTENDANCE:

Commissioners Present:

Ben Trahan, Chair
Dan Metevier, 2nd Vice-Chair
Jeff Burkhardt
John Ogrizovich
Elias Shaikh
Michael Smiddy

Commissioner Absent

Stephen Platt, Jr., 1st Vice-Chair