



**NOTICE AND AGENDA
CITY COUNCIL
TUESDAY, JULY 6, 2021 7:00 PM
REGULAR CITY COUNCIL MEETING**

CALL TO ORDER

INVOCATION - Imam Mohammad Ramadan, Dar Al-Arqam Masjid

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

STAFF INTRODUCTIONS - Jaynice Porter-Brathwaite, Human Resource Director

CONSENT AGENDA

1. Discuss and take action to approve the City Council Meeting Minutes of the June 1, 2021, Regular Called City Council Meeting. (Brandi Brown, City Secretary)
2. Discuss and take action to approve Resolution R-19-21, a Resolution of the City Council of the City of Glenn Heights, accepting a sanitary sewer easement from Meadow Springs Homeowners Association, Grantor, to the City of Glenn Heights for the installation, construction, operation, maintenance, replacement, repair, upgrade, relocation, and removal of a sanitary sewer line and all necessary or desirable structures, facilities and appurtenances necessary thereto; providing for the furnishing of a certified copy of this resolution for recording in the real property records of Dallas County, Texas, as a deed; and providing an effective date. (Miamauni Hines, Planner)
3. Discuss and take action to approve Resolution R-20-21, a Resolution of the City Council of the City of Glenn Heights, accepting a sanitary sewer easement from Bloomfield Homes, LP, Grantor, to the City of Glenn Heights, Texas, Grantee, for the installation, construction, operation, maintenance replacement, repair, upgrade, relocating, and removal of a sanitary sewer line and all necessary or desirable structures, facilities and appurtenances thereto; providing for the furnishing of a certified copy of this Resolution for recording in the real property records of Dallas County, Texas, as a deed; and providing an effective date. (Marlon Goff, Director of Planning and Development Services)
4. Discuss and take action to approve Resolution R-21-21, a Resolution of the City Council of the City of Glenn Heights, accepting a public utility easement from Jose Hernandez and Ana Hernandez, Collectively "Grantor", to the City of Glenn Heights, Texas, Grantee, for the installation, construction, operation,

maintenance replacement, repair, upgrade, relocating, and removal of public utilities and all necessary or desirable structures, facilities and appurtenances thereto; providing for the furnishing of a certified copy of this Resolution for recording in the real property records of Dallas County, Texas, as a deed; and providing an effective date. (Marlon Goff, Director of Planning and Development Services)

5. Discuss and take action to approve Resolution R-22-21, A resolution of the city council of the City of Glenn Heights, approving , and authorizing and ratifying execution by the City Manager, of a development and right of entry agreement in substantially the form of that attached hereto as Exhibit "1", by and between Sostenes Sanchez and Elvira Sanchez, collectively "Owners", and the City of Glenn Heights, Texas whereby City will acquire the public utility easement described therein across the property described and depicted therein in exchange for the development by city on the property of a driveway approach as described therein; and provided an effective date. (Marlon Goff, Director of Planning and Development Services)

AGENDA

1. May 2021 Financial Report. (Nery Pena, Financial Analyst)
2. Discuss and take action on Ordinance O-06-21, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Code of Ordinances of the City of Glenn Heights, Chapter 14 "Zoning", Exhibit A "Zoning Ordinance", Article XVIII "Temporary Uses and Permits" at Section XVIII.1.2 "Asphalt or Concrete Batching Plant" by amending Subpart B thereof; providing a repealing clause, providing a severability clause, and providing an effective date. (Second Reading) (Miamauni Hines, Planner)
3. Discuss and take action on Resolution R-18-21, a Resolution of the City Council of the City of Glenn Heights, Texas, authorizing an Emergency Street Reconstruction Services Agreement to Level One Paving, Inc., a Texas for-profit corporation, for portions of Godwin Avenue, Lillian Avenue, and Barton Avenue in an amount not to exceed two hundred fifty-five thousand (\$255,000.00) dollars; authorizing and ratifying the City Manager's execution of said agreement and any and all necessary documents; and providing an effective date. (Michael Rogers, Deputy City Manager)
4. Discuss and take action to reopen the City of Glenn Heights Senior Center. (Council Member Emma Ipaye)

EXECUTIVE SESSION

1. The City Council shall convene into Executive Session:
 - A. pursuant to Government Code, Section 551.074, Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Manager.

2. The City Council shall reconvene into Open Session and take any action arising from Executive Session:
 - A. pursuant to Government Code, Section 551.074, Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Manager.

ADJOURNMENT

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

I, Brandi Brown, City Secretary, do hereby certify that the above Meeting Notice and Agenda was posted in a place convenient to the Public at Glenn Heights City Hall, 1938 South Hampton Road, Glenn Heights, Texas by 5:00 P.M. on Friday, July 2, 2021.

Pursuant to Section 551.071 of the Texas Government Code, the City Council reserves the right to consult in closed session with its attorney at any time during the course of this meeting and to receive legal advice regarding any item listed on this agenda.

Brandi Brown, City Secretary



AGENDA SUMMARY SHEET

July 6, 2021

CONSENT AGENDA, ITEM 1

Discuss and take action to approve the City Council Meeting Minutes of the June 1, 2021, Regular Called City Council Meeting. (Brandi Brown, City Secretary)

Motion	
Second	
For	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Against	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Abstain	
Approve/ Deny/ Table	

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

JUNE 1, 2021

STATE OF TEXAS *

COUNTIES OF DALLAS AND ELLIS *

CITY OF GLENN HEIGHTS *

On the 1st day of June 2021, the City Council of the City of Glenn Heights, Texas, met in a Regular Called City Council Meeting via telephone and video conference with the following members present:

CITY COUNCIL:

Harry A. Garrett	*	Mayor
Sonja A. Brown	*	Mayor Pro Tem
Emma Ipaye	*	Council Member
Travis Bruton	*	Council Member
Alisha M. Brown	*	Council Member
Shaunte L. Allen	*	Council Member
Machanta Newson	*	Council Member

STAFF:

David Hall	*	City Manager
Michael Rogers	*	Deputy City Manager
Lucas Benson	*	Interim Chief of Police
Brandi Brown	*	City Secretary
Marlon Goff	*	Planning and Development Director
Byron Hardy	*	IT Administrator
Miamauni Hines	*	Planner
Keith Moore	*	Fire Chief
Nery Pena	*	Financial Analyst
Jaynice Porter-Brathwaite	*	Human Resources Director

CONSULTANT:

Victoria Thomas	*	City Attorney's Office
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CALL TO ORDER

Mayor Harry A. Garrett called the City Council Meeting to order at 7:21 P.M., with a quorum of the City Council present.

INVOCATION

Council Member Travis Bruton delivered the Invocation.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT

There were no Public Comments made.

PROCLAMATION

Mayor Harry A. Garrett read the following Proclamation:

- Flag Day, June 14, 2021, and National Flag Week, June 14-20, 2021

STAFF INTRODUCTIONS

Jaynice Porter-Brathwaite, Human Resources Director, made the following introduction:

- Julian Ramirez, Police Officer

CONSENT AGENDA

1. Discuss and take action to approve the City Council Meeting Minutes of the May 18, 2021, Regular Called City Council Meeting. (Brandi Brown, City Secretary)

Council Member Shaunte L. Allen made a motion to approve Consent Agenda Item 1. Mayor Pro Tem Sonja A. Brown made the second. The motion carried with the following vote:

VOTE 7 Ayes – Garrett, S. Brown, Ipaye, Bruton, A. Brown, Allen, and Newson

AGENDA

1. Public hearing to receive testimony concerning Ordinance O-06-21, an Ordinance of the City Council of the City of Glenn Heights, Texas amending the Code of Ordinances of the City of Glenn Heights, Chapter 14 "Zoning", Exhibit A "Zoning Ordinance", Article XVIII "Temporary Uses and Permits" at Section XVIII.1.2 "Asphalt or Concrete Batching Plant" by amending Subpart B thereof; providing a repealing clause, providing a severability clause, and providing an effective date.

Council Member Travis Bruton made a motion to open the Public Hearing. Mayor Pro Tem Sonja A. Brown made the second. Mayor Harry A. Garrett announced the Public Hearing opened at 7:29 P.M.

Council Member Travis Bruton made a motion to close the Public Hearing. Mayor Pro Tem Sonja A. Brown made the second. Mayor Harry A. Garrett announced the Public Hearing closed at 7:29 P.M.

2. Discuss and first reading of Ordinance O-06-21, an Ordinance of the City Council of the City of Glenn Heights, Texas amending the Code of Ordinances of the City of Glenn Heights, Chapter 14 "Zoning", Exhibit A "Zoning Ordinance", Article XVIII "Temporary Uses and Permits" at Section XVIII.1.2 "Asphalt or Concrete Batching Plant" by amending Subpart B thereof; providing a repealing clause, providing a severability clause, and providing an effective date.

Miamauni Hines, Planner, introduced this item and completed a presentation regarding temporary batching plants, including existing and proposed batching plant conditions, and the batching plant requirements of surrounding cities. She also provided information about batching plants previously approved by City Council and made a Staff recommendation.

Ms. Hines and David Hall, City Manager, answered Council's questions related to current and proposed distance requirements, why the requirement has decreased overtime with continued development, if the current Ordinance/distance has prevented any development from coming to Glenn Heights, and if any research had been completed regarding batching plants and health issues. Mr. Hall also confirmed that Ms. Hines would provide information regarding batching plant requirements for additional cities at the second reading.

3. Discuss and take action on Resolution R-15-21, a Resolution of the City Council of the City of Glenn Heights, Texas, finding that Oncor Electric Delivery Company LLC's Application for approval to amend its distribution cost recovery factor to increase distribution rates within the city should be denied; authorizing participation with OCSC; authorizing the hiring of legal counsel and consulting services; finding that the City's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this Resolution is passed is open to the public as required by law; and requiring notice of this Resolution to the company and legal counsel.

Nery Pena, Financial Analyst, introduced this item and discussed City Council taking action to deny Oncor Electric Company's request for a rate increase, authorizing the City's participation in the Oncor Cities Steering Committee, authorizing the hiring of legal counsel, and finding that the rate case costs will be reimbursed by Oncor.

Mrs. Pena, David Hall, City Manager, and Victoria Thomas, City Attorney, answered Council's questions related to the rate increase, joining litigation for the denial, legal costs, and City services provided by Oncor.

Council Member Shaunte L. Allen made a motion to approve Resolution R-15-21, a Resolution of the City Council of the City of Glenn Heights, Texas, finding that Oncor Electric Delivery Company LLC's Application for approval to amend its distribution cost recovery factor to increase distribution rates within the city should be denied; authorizing participation with OCSC; authorizing the hiring of legal counsel and

consulting services; finding that the City's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this Resolution is passed is open to the public as required by law; and requiring notice of this Resolution to the company and legal counsel. Mayor Pro Tem Sonja A. Brown made the second. The motion carried with the following vote:

VOTE 7 Ayes – Garrett, S. Brown, Ipaye, Bruton, A. Brown, Allen, and Newson

4. Discuss and take action on Resolution R-16-21, a Resolution of the City Council of the City of Glenn Heights, Texas, terminating the suspension of late fees imposed on residents as the result of late payments of all utility bills and reinstating the imposition of late fees as of June 1, 2021; providing for the repeal of any and all Resolutions in conflict; providing for severability clause; and providing an effective date.

David Hall, City Manager, introduced this item and explained that to lessen the economic impact of the COVID-19 pandemic on the citizens of Glenn Heights, a temporary moratorium on the collection of late fees on unpaid water bills was put in place, and that this action would terminate the moratorium.

Mr. Hall clarified what would be reinstated and answered Council's questions related to the percentage of residents that are currently past due, how much revenue was lost due to waived fees, and how information regarding the reinstatement would be disseminated to residents.

Council Member Shaunte L. Allen made a motion to approve Resolution R-16-21, a Resolution of the City Council of the City of Glenn Heights, Texas, terminating the suspension of late fees imposed on residents as the result of late payments of all utility bills and reinstating the imposition of late fees as of June 1, 2021; providing for the repeal of any and all Resolutions in conflict; providing for severability clause; and providing an effective date. Mayor Pro Tem Sonja A. Brown made the second. The motion carried with the following vote:

VOTE 7 Ayes – Garrett, S. Brown, Ipaye, Bruton, A. Brown, Allen, and Newson

5. Discuss and take action on Resolution R-17-21, a Resolution of the City Council of the City of Glenn Heights, Texas, terminating the City's temporary policy and program providing COVID-19 Hazard Assignment Pay established under Resolution R-10-20, for certain employment positions within the City; and providing for an effective date.

Jaynice Porter-Brathwaite, Human Resources Director, introduced this item and answered Council's question related to the well-being of Staff.

Mayor Pro Tem Sonja A. Brown made a motion to approve Resolution R-17-21, a Resolution of the City Council of the City of Glenn Heights, Texas, terminating the City's temporary policy and program providing COVID-19 Hazard Assignment Pay established under Resolution R-10-20, for certain employment positions within the City; and providing for an effective date. Council Member Travis Bruton made the second. The motion carried with the following vote:

VOTE 7 Ayes – Garrett, S. Brown, Ipaye, Bruton, A. Brown, Allen, and Newson

6. Discussion regarding the Guardian Program.

David Hall, City Manager, introduced this item. Lucas Benson, Interim Chief of Police, completed a presentation regarding the program, including how the program would be utilized, how the registry will help the community, and the process to join the program.

Mr. Hall and Chief Benson answered Council's questions related to program processes, how residents would be identified if they were not at their residence, what City Staff would be dispatched to program residents, training, how a bridge would be formed between program participants and the Police Department, the implementation schedule, and program solicitation.

ADJOURNMENT

Mayor Pro Tem Sonja A. Brown made a motion to adjourn. Council Member Travis Bruton made the second. The motion carried with the following vote:

VOTE 7 Ayes – Garrett, S. Brown, Ipaye, Bruton, A. Brown, Allen, and Newson

Mayor Harry A. Garrett adjourned the meeting at 8:34 P.M.

Harry A. Garrett, Mayor

Attest:

Brandi Brown, City Secretary
Passed and approved on the 6th day of July 2021



AGENDA SUMMARY SHEET

July 6, 2021

CONSENT AGENDA, ITEM 2

Discuss and take action to approve Resolution R-19-21, a Resolution of the City Council of the City of Glenn Heights, accepting a sanitary sewer easement from Meadow Springs Homeowners Association, Grantor, to the City of Glenn Heights for the installation, construction, operation, maintenance, replacement, repair, upgrade, relocation, and removal of a sanitary sewer line and all necessary or desirable structures, facilities and appurtenances necessary thereto; providing for the furnishing of a certified copy of this resolution for recording in the real property records of Dallas County, Texas, as a deed; and providing an effective date. (Miamauuni Hines, Planner)

Motion	
Second	
For	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Against	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Abstain	
Approve/ Deny/ Table	



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: July 6, 2021

SUBJECT

The City Council will consider a Resolution to accept a sanitary sewer easement from Meadow Springs Homeowners Association.

DISCUSSION / BACKGROUND

The City Council of the City of Glenn Heights approved the preliminary plat of Maplewood Phase II on December 3, 2019. In planning for the installation of the necessary public improvements for this phase, the developer's engineers have since discovered the need for a public utility easement within the Meadow Springs subdivision on a property owned and maintained by the Meadow Springs Homeowners' Association. Obtaining this easement would permit the developers of Maplewood Phase IIB to tie into an existing sanitary sewer line. This easement would subsequently allow City administration to operate, maintain, replace, repair, upgrade, relocate, and/or remove this portion of the sanitary sewer line once the Maplewood Phase IIB infrastructure has been completed, inspected, and accepted by the City's Public Works Department.

PRIOR COUNCIL OR BOARD ACTION

City Council approved the preliminary plat of Maplewood Phase II on December 3, 2019.

PUBLIC CONTACT

The easement has been drafted and shared with both the Meadow Springs Homeowners' Association and Bloomfield Homes, the developer and property owners of Maplewood Phase IIA.

FINANCIAL IMPACT

Staff is proposing the purchase of this exclusive sanitary sewer easement in the amount of ten dollars (\$10.00).

RECOMMENDATION / ALTERNATIVES

Staff recommends approval of proposed Resolution R-19-21.

ATTACHMENTS

1. Resolution R-19-21

PREPARED BY

Miamauni Hines, Planner

REVIEWED BY

Marlon Goff, Director of Planning and Development Services

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF GLENN HEIGHTS, TEXAS
RESOLUTION NO. R-19-21**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, ACCEPTING A SANITARY SEWER EASEMENT FROM MEADOW SPRINGS HOMEOWNERS ASSOCIATION, INC., A TEXAS NONPROFIT CORPORATION, GRANTOR, TO THE CITY OF GLENN HEIGHTS FOR THE INSTALLATION, CONSTRUCTION, OPERATION, MAINTENANCE REPLACEMENT, REPAIR, UPGRADE, RELOCATING, AND REMOVAL OF A SANITARY SEWER LINE AND ALL NECESSARY OR DESIRABLE STRUCTURES, FACILITIES AND APPURTENANCES NECESSARY THERETO; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS RESOLUTION FOR RECORDING IN THE REAL PROPERTY RECORDS OF DALLAS COUNTY, TEXAS, AS A DEED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Meadow Springs Homeowners Association, Inc., a Texas nonprofit corporation (“Grantor”) is the owner of property described in the Sanitary Sewer Easement attached hereto as Exhibit “A”; and

WHEREAS, the City of Glenn Heights (“City”) requires an easement for the installation, construction operation, maintenance, replacement, repair, upgrade, relocation and removal of a sanitary sewer line and all necessary or desirable structures, facilities and appurtenances necessary thereto; and

WHEREAS, the Grantor desires to dedicate to the City such Sanitary Sewer Easement (“Easement”) as provided in Exhibit “A” and the attachments thereto; and

WHEREAS, the City finds that such easement, as described and depicted on the attached Exhibit “A” and the attachments thereto is for a public purpose and hereby accepts the Easement from the Grantor under the terms and condition provided in Exhibit A;

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

Section 1. That the City of Glenn Heights hereby finds and determines that it is in the best interest of the public health, safety and welfare to accept the Sanitary Sewer Easement from Meadow Springs Homeowners Association, Inc., Grantor, which is described and depicted in Exhibit “A” attached hereto and incorporated herein by this reference, including all exhibits thereto.

Section 2. That the City Secretary is authorized and directed to prepare a certified copy of this resolution and furnish the same to Grantor, and to record this Easement in the real property records of Dallas County, Texas, to the City of Glenn Heights from the said Grantor, and its successors and assigns.

Section 3. That this Resolution shall take effect immediately from and after its adoption and execution.

DULY PASSED by the City Council of the City of Glenn Heights, Texas, this the __ day of _____, 2021.

APPROVED:

HARRY A. GARRETT, MAYOR

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(063021vwtTM123327)

EXHIBIT “A”

[Sanitary Sewer Easement & attachments thereto]

Grantee shall have the right to use so much of the surface of Easement Property as may be reasonably necessary to contract and/or install within the sanitary sewer easement granted hereby the facilities that may at any time be necessary for the purposes herein specified. Grantor agrees that all facilities, appliances, and equipment installed upon the Easement Property shall at all times remain the property of Grantee and are removable at the option of Grantee.

THIS EASEMENT DOES NOT CONSTITUTE A CONVEYANCE OF THE PROPERTY, NOR OF THE MINERALS THEREIN AND THEREUNDER, BUT GRANTS ONLY AN EASEMENT.

GRANTOR RESERVES THE RIGHT TO USE THE LAND WITHIN THE EASEMENT PROPERTY FOR PURPOSES NOT INCONSISTENT WITH GRANTEE'S USE OF SUCH EASEMENT PROPERTY, PROVIDED SUCH USE SHALL NOT MATERIALLY INTERFERE WITH THE EXERCISE BY GRANTEE OF THE RIGHTS HEREBY GRANTED.

The easement, rights, and privileges granted herein are exclusive and Grantor covenants that it will not convey any other easement or conflicting rights within the Easement Property. This instrument shall be binding upon the successors and assigns of the parties hereto.

[Remainder of Page Blank; Signature Page Follows]

EXECUTED to be effective of the ____ day of _____, 2020.

**MEADOW SPRINGS HOMEOWNERS
ASSOCIATION, INC.,**
a Texas nonprofit corporation

By: _____
Name: Terry Brooks
Title: Director

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____, day of _____, 2020,
by Terry Brooks, the Director of Meadow Springs Homeowners Association, Inc., a Texas
nonprofit corporation, on behalf of said corporation, after he was first duly authorized so to do.

Notary Public, State of Texas

My Commission Expires:

(S E A L)

EXHIBIT "A"

15 FT. SANITARY SEWER EASEMENT

BEING a 446 square foot (0.011 acre) easement situated in the William Rawlins Survey, Abstract No. 1205, Dallas County, Texas and being part of, a Common Area Lot, Lot 27, Block 2, Meadow Springs, Phase 2, an addition to the City of Glenn Heights, as recorded in Instrument 201800051735, Official Public Records, Dallas County, Texas (OPRDCT), said 446 square foot (0.011 acre) easement being more particularly described by metes and bounds as follows:

BEGINNING at a point for corner in the east line of said Lot 27, common to the west line of a called 71.031 acre tract of land described in deed to Bloomfield Homes, LP, as recorded in Instrument 201900096199 (OPRDCT), from which a 1/2-inch iron rod with cap stamped ONEAL 6570 found at the northwest corner of said 71.031 acre tract bears North 00 degrees 48 minutes 51 seconds West, a distance of 68.09 feet;

THENCE South 00 degrees 48 minutes 51 seconds East, along said common line, a distance of 15.00 feet to a point for corner, from which a 5/8-inch iron rod with cap stamped A.J. BEDFORD found at the southwest corner of said 71.031 bears South 00 degrees 48 minutes 51 seconds East, a distance of 1094.82 feet;

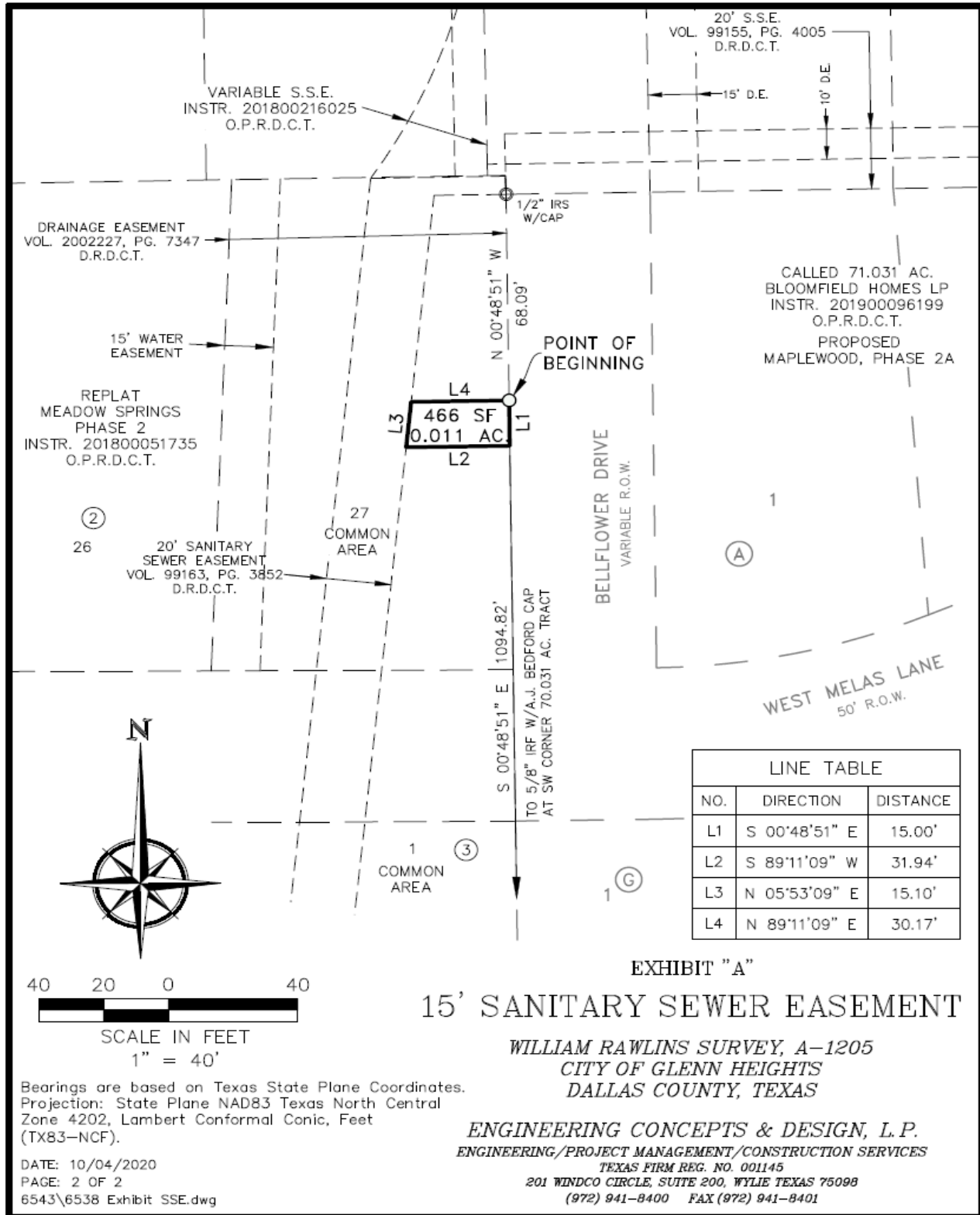
THENCE South 89 degrees 11 minutes 09 seconds West, across said Lot 27, a distance of 31.94 feet to a point for corner in the east line of a 20 foot wide Sanitary Sewer Easement, as recorded in Volume 99163, Page 3852, Deed Records, Dallas, County, Texas;

THENCE North 05 degrees 53 minutes 09 seconds East, along the east line of said Easement, a distance of 15.10 feet;

THENCE North 89 degrees 11 minutes 09 seconds East, across said Lot 27, a distance of 30.17 feet to the POINT OF BEGINNING AND CONTAINING 466 square foot (0.011 acre) of land.

from which a 5/8-inch iron rod with cap stamped A.J. BEDFORD found at the southwest corner of said 71.031 bears North 76 degrees 08 minutes 48 seconds West, a distance of 634.49 feet.

EXHIBIT "B"





AGENDA SUMMARY SHEET

July 6, 2021

CONSENT AGENDA, ITEM 3

Discuss and take action to approve Resolution R-20-21, a Resolution of the City Council of the City of Glenn Heights, accepting a sanitary sewer easement from Bloomfield Homes, LP, Grantor, to the City of Glenn Heights, Texas, Grantee, for the installation, construction, operation, maintenance replacement, repair, upgrade, relocating, and removal of a sanitary sewer line and all necessary or desirable structures, facilities and appurtenances thereto; providing for the furnishing of a certified copy of this Resolution for recording in the real property records of Dallas County, Texas, as a deed; and providing an effective date. (Marlon Goff, Director of Planning and Development Services)

Motion	
Second	
For	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Against	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Abstain	
Approve/ Deny/ Table	



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: July 6, 2021

SUBJECT

The City Council will consider a Resolution to accept a sanitary sewer easement from Bloomfield Homes, LP.

DISCUSSION / BACKGROUND

The subject property is located directly across the street from the new Glenn Heights City Center development and is separated by Hampton Road. In planning for the installation of the necessary public improvements for the City Center project, the development engineers have since discovered the need for a public utility easement and sanitary sewer line within the property owned by Bloomfield Homes, LP. Obtaining this easement would permit the developers for the City Center project to install the necessary public utility infrastructure and allow City staff to operate, maintain, replace, repair, upgrade, relocate, and/or remove this portion of the sanitary sewer line once the infrastructure has been completed, inspected, and accepted by the City's Public Works department.

PRIOR COUNCIL OR BOARD ACTION

The Glenn Heights City Council approved the preliminary plat of Maplewood Phase II on December 3, 2019.

PUBLIC CONTACT

The easement has been drafted and shared with both the property owner Bloomfield Homes, LP and Grossman Design Build, the developer for the City Center project.

FINANCIAL IMPACT

Staff is proposing the purchase of this exclusive sanitary sewer easement in the amount of ten dollars (\$10.00).

RECOMMENDATION / ALTERNATIVES

Staff recommends approval of proposed Resolution R-20-21.

ATTACHMENTS

1. Resolution R-20-21

PREPARED BY

Marlon Goff, Director of Planning & Development Services

REVIEWED BY

Miamauni Hines, Planner

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF GLENN HEIGHTS, TEXAS
RESOLUTION NO. R-20-21**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, ACCEPTING A SANITARY SEWER EASEMENT FROM BLOOMFIELD HOMES, LP GRANTOR, TO THE CITY OF GLENN HEIGHTS, TEXAS. GRANTEE, FOR THE INSTALLATION, CONSTRUCTION, OPERATION, MAINTENANCE REPLACEMENT, REPAIR, UPGRADE, RELOCATING, AND REMOVAL OF A SANITARY SEWER LINE AND ALL NECESSARY OR DESIRABLE STRUCTURES, FACILITIES AND APPURTENANCES THERETO; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS RESOLUTION FOR RECORDING IN THE REAL PROPERTY RECORDS OF ELLIS COUNTY, TEXAS, AS A DEED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Bloomfield Homes, LP (“Grantor”) is the owner of property described in the Sanitary Sewer Easement attached hereto as Exhibit “A”; and

WHEREAS, the City of Glenn Heights (“City”) requires an easement for the installation, construction operation, maintenance, replacement, repair, upgrade, relocation and removal of a sanitary sewer line and all necessary or desirable structures, facilities and appurtenances necessary thereto; and

WHEREAS, the Grantor desires to dedicate to the City such Sanitary Sewer Easement (“Easement”) as provided in Exhibit “A” and the attachments thereto; and

WHEREAS, the City finds that such easement, as depicted on the attached Exhibit “A” and the attachments thereto is for a public purpose and hereby accepts the Easement from the Grantor under the terms and condition provided in Exhibit A;

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

Section 1. The City of Glenn Heights hereby accepts the Sanitary Sewer Easement from Bloomfield Homes, LP, Grantor, which is described and depicted in Exhibit “A” attached hereto and incorporated herein by this reference, including all exhibits thereto.

Section 2. The City Secretary is authorized and directed to prepare a certified copy of this resolution and furnish the same to Grantor, and to record this Easement in the real property records of Dallas County, Texas, to the City of Glenn Heights from the said Grantor, and its successors and assigns.

Section 3. That this Resolution shall take effect immediately from and after its adoption and execution.

DULY PASSED by the City Council of the City of Glenn Heights, Texas, this the 6th day of July, 2021.

APPROVED:

HARRY A. GARRETT, MAYOR

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney

EXHIBIT “A”

[Sanitary Sewer Easement & attachments thereto]

City of Glenn Heights
Director of Planning and Development Services
1938 S. Hampton Road
Glenn Heights, Texas 75154

SANITARY SEWER EASEMENT

Grantor represents that there are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgement shall be included and made a part of this document conveying the rights and privileges contained herein.

Grantee shall have the right to use so much of the surface of the Easement Property as may be reasonably necessary to contract and/or install within the sanitary sewer Easement Property and sanitary sewer easement granted hereby the facilities that may at any time be necessary for the purposes herein specified. Grantor agrees that all facilities, appliances, and equipment installed upon the Easement Property shall at all times remain the property of Grantee and are removable at the option of Grantee. Grantee shall have no duty to maintain the surface of the Easement Property and that duty and obligation shall remain exclusively with Grantor or Grantor's successor or assignee.

THIS EASEMENT DOES NOT CONSTITUTE A CONVEYANCE OF THE PROPERTY, NOR OF THE MINERALS THEREIN AND THEREUNDER, BUT GRANTS ONLY AN EASEMENT.

GRANTOR RESERVES THE RIGHT TO USE THE LAND WITHIN THE EASEMENT PROPERTY FOR PURPOSES NOT INCONSISTENT WITH GRANTEE'S USE OF SUCH EASEMENT PROPERTY, PROVIDED SUCH USE SHALL NOT MATERIALLY INTERFERE WITH THE EXERCISE BY GRANTEE OF THE RIGHTS HEREBY GRANTED. GRANTOR AGREES THAT THE DUTY TO MAINTAIN THE SURFACE OF THE EASEMENT PROPERTY REMAINS WITH GRANTOR AND NOT WITH GRANTEE.

The easement, rights, and privileges granted herein are exclusive and Grantor covenants that it will not convey any other easement or conflicting rights within the Easement Property. This instrument shall be binding upon the successors and assigns of the parties hereto.

[Remainder of Page Blank; Signature Page Follows]

EXECUTED to be effective of the 9th day of MARCH, 2021.

BLOOMFIELD HOMES, LP

By : Its General Partner, Bloomfield Properties, Inc.

By: [Signature]
Don Dykstra, President

STATE OF TEXAS §
 §
COUNTY OF Tarrant §

This instrument was acknowledged before me on the 9th day of March, 2021, by Don Dykstra, President of Bloomfield Properties, Inc., the General Partner of Bloomfield Homes, LP, who acknowledged that he executed it for and on behalf of Bloomfield Homes, LP after he was first duly authorized so to do.

[Signature]
Notary Public, State of Texas

My Commission Expires:

01-06-2024

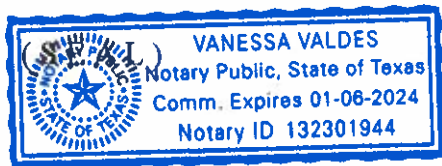


EXHIBIT "1"

20' WIDE SANITARY SEWER EASEMENT

BEING A TRACT OF LAND LOCATED IN THE WILLIAMS RAWLINS SURVEY, ABSTRACT No. 1205, DALLAS COUNTY, TEXAS, BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO BLOOMFIELD HOMES, L.P., RECORDED IN INSTRUMENT NUMBER 201900096199, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS (O.P.R.D.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID BLOOMFIELD HOMES TRACT AND THE WEST RIGHT-OF-WAY LINE OF HAMPTON ROAD (A 60 FOOT RIGHT-OF-WAY), FROM WHICH A 5/8" IRON ROD FOUND BEARS N 01°06'54" W, 806.11 FEET, SAID IRON ROD BEING THE NORTHEAST CORNER OF SAID BLOOMFIELD HOMES TRACT;

THENCE S 01°06'54" E, ALONG THE EAST LINE OF SAID BLOOMFIELD HOMES TRACT AND THE WEST RIGHT-OF-WAY LINE OF SAID HAMPTON ROAD, A DISTANCE OF 228.59 FEET TO A POINT, FROM WHICH A 5/8" IRON ROD FOUND BEARS S 01°06'54" E, 141.59 FEET, SAID IRON ROD BEING THE SOUTHEAST CORNER OF SAID BLOOMFIELD HOMES TRACT;

THENCE S 88°47'28" W, DEPARTING THE EAST LINE OF SAID BLOOMFIELD HOMES TRACT AND THE WEST RIGHT-OF-WAY LINE OF SAID HAMPTON ROAD, A DISTANCE OF 316.73 FEET TO A POINT IN THE EAST LINE OF FUTURE BLOCK C, MAPLEWOOD PHASE 2;

THENCE N 00°43'44" W, ALONG THE EAST LINE OF SAID BLOCK C, A DISTANCE OF 20.00 FEET TO A POINT;

THENCE N 88°47'28" E, DEPARTING THE EAST LINE OF SAID BLOCK C, A DISTANCE OF 296.60 FEET TO A POINT;

THENCE N 01°06'54" W, A DISTANCE OF 208.59 FEET TO A POINT;

THENCE N 88°47'24" E, A DISTANCE OF 20.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.241 ACRES (10,505 SQUARE FEET) OF LAND, MORE OR LESS.

EXHIBIT "2"

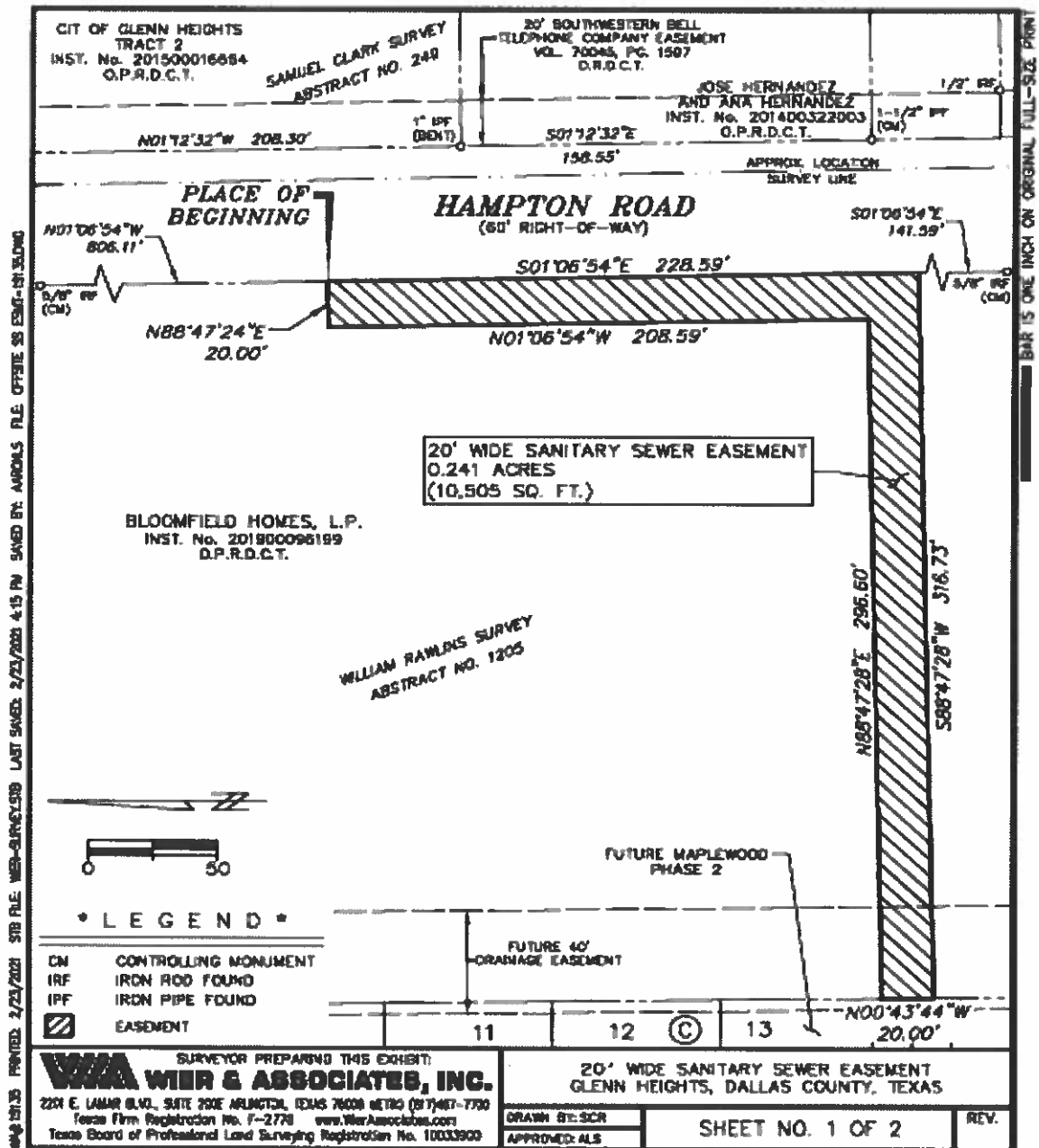


Exhibit "2"
City of Glenn Heights and Bloomfield Homes, L.P.
Sanitary Sewer Easement



AGENDA SUMMARY SHEET

July 6, 2021

CONSENT AGENDA, ITEM 4

Discuss and take action to approve Resolution R-21-21, a Resolution of the City Council of the City of Glenn Heights, accepting a public utility easement from Jose Hernandez and Ana Hernandez, Collectively "Grantor", to the City of Glenn Heights, Texas, Grantee, for the installation, construction, operation, maintenance replacement, repair, upgrade, relocating, and removal of public utilities and all necessary or desirable structures, facilities and appurtenances thereto; providing for the furnishing of a certified copy of this Resolution for recording in the real property records of Dallas County, Texas, as a deed; and providing an effective date. (Marlon Goff, Director of Planning and Development Services)

Motion	
Second	
For	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Against	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Abstain	
Approve/ Deny/ Table	



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: July 6, 2021

SUBJECT

The City Council will consider a resolution to accept a public utility easement from Jose Hernandez and Ana Hernandez.

DISCUSSION / BACKGROUND

The subject property is adjacent to the southern border of the Glenn Heights City Center development. In planning for the installation of the necessary public improvements for the City Center project the development engineers have since discovered the need for a 10 foot wide public utility easement within the property boundary owned by Jose Hernandez and Ana Hernandez. Obtaining this easement would permit the developers for the City Center project to install the necessary public utility infrastructure and allow for the future maintenance, replacement, repair, upgrade, relocate, and/or removal of the public utilities to be installed.

PRIOR COUNCIL OR BOARD ACTION

No previous action related to this request has been taken.

PUBLIC CONTACT

Not applicable.

FINANCIAL IMPACT

Staff is proposing the purchase of this exclusive public utility easement in the amount of two hundred and fifty dollars (\$250.00).

RECOMMENDATION / ALTERNATIVES

Staff recommends approval of proposed Resolution R-21-21.

ATTACHMENTS

1. Resolution R-21-21

PREPARED BY

Marlon Goff, Director of Planning & Development Services

REVIEWED BY

Miamauni Hines, Planner

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF GLENN HEIGHTS, TEXAS
RESOLUTION NO. R-21-21**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, ACCEPTING A PUBLIC UTILITY EASEMENT FROM JOSE HERNANDEZ AND ANA HERNANDEZ, COLLECTIVELY “GRANTOR”, TO THE CITY OF GLENN HEIGHTS, TEXAS. GRANTEE, FOR THE INSTALLATION, CONSTRUCTION, OPERATION, MAINTENANCE REPLACEMENT, REPAIR, UPGRADE, RELOCATING, AND REMOVAL OF PUBLIC UTILITIES AND ALL NECESSARY OR DESIRABLE STRUCTURES, FACILITIES AND APPURTENANCES THERETO; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS RESOLUTION FOR RECORDING IN THE REAL PROPERTY RECORDS OF ELLIS COUNTY, TEXAS, AS A DEED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Jose Hernandez and Ana Hernandez (collectively, “Grantor”) are the owners of property described in the Public Utility Easement attached hereto as Exhibit “A”; and

WHEREAS, the City of Glenn Heights (“City”) requires an easement for the installation, construction operation, maintenance, replacement, repair, upgrade, relocation and removal of public utilities and all necessary or desirable structures, facilities and appurtenances necessary thereto; and

WHEREAS, the Grantor desires to dedicate to the City such Public Utility Easement (“Easement”) as provided in Exhibit “A” and the attachments thereto; and

WHEREAS, the City finds that such easement, as depicted on the attached Exhibit “A” and the attachments thereto is for a public purpose and hereby accepts the Easement from the Grantor under the terms and condition provided in Exhibit A;

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

Section 1. The City of Glenn Heights hereby accepts the Public Utility Easement from Jose Hernandez and Ana Hernandez, collectively “Grantor”, which is described and depicted in Exhibit “A” attached hereto and incorporated herein by this reference, including all exhibits thereto.

Section 2. The City Secretary is authorized and directed to prepare a certified copy of this resolution and furnish the same to Grantor, and to record this Easement in the real property records of Dallas County, Texas, to the City of Glenn Heights from the said Grantor, and its successors and assigns.

Section 3. That this Resolution shall take effect immediately from and after its adoption and execution.

DULY PASSED by the City Council of the City of Glenn Heights, Texas, this the 6h day of July, 2021.

APPROVED:

HARRY A. GARRETT, MAYOR

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney

EXHIBIT “A”

[Public Utility Easement & attachments thereto]

City of Glenn Heights
Director of Planning and Development Services
1938 S. Hampton Road
Glenn Heights, Texas 75154

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF DALLAS §

That **Jose Hernandez** and **Ana Hernandez** ("Grantor"), husband and wife, whose address is 1048 Highpoint Way, Roanoke, TX 76262, for and in consideration of TWO HUNDRED FIFTY DOLLARS (\$250.00) and other good and valuable considerations to Grantor in hand paid by the **CITY OF GLENN HEIGHTS, TEXAS**, ("Grantee"), a Texas home rule municipality whose mailing address is 1938 South Hampton Road, Glenn Heights, Texas 75154, the receipt and sufficiency of which are hereby acknowledged, does hereby **GRANT, SELL, AND CONVEY** unto Grantee an exclusive ten (10) foot easement for underground public utility facilities, together with all incidental improvements upon, across, and under that certain tract of real property located in Dallas County, Texas, as more particularly described and depicted on Exhibits "1" & "2", which are attached hereto and made a part hereof by reference as if fully set forth herein (the "Easement Property").

The easement, rights, and privileges herein granted shall only be used for the express purpose of providing public utility improvements, including placing, constructing, operating, repairing, maintaining, inspecting, rebuilding, removing, relocating, or performing any act related to the provision of electric, water or sewer utility services and all appurtenances thereto.

The easement, rights, and privileges herein granted shall be perpetual, appurtenant to the land, and shall insure to the benefit of Grantee's successors and assigns. Grantor represents that it is the owner of the Easement Property and hereby binds itself and its heirs, successors or assigns to warrant and forever defend the above described easement unto Grantee, its successors or assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by and through Grantor but not otherwise.

Grantor represents that there are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as

described herein. If such condition does exist, a signature with acknowledgement shall be included and made a part of this document conveying the rights and privileges contained herein.

Grantee shall have the right to use so much of the surface of Easement Property as may be reasonably necessary to contract and/or install within the public utility Easement Property and public utility easement granted hereby the facilities that may at any time be necessary for the purposes herein specified. Grantor agrees that all facilities, appliances, and equipment installed upon the Easement Property shall at all times remain the property of Grantee and are removable at the option of Grantee. Grantee shall have no duty to maintain the surface of the Easement Property and that duty and obligation shall remain exclusively with Grantor or Grantor's successor or assignee.

THIS EASEMENT DOES NOT CONSTITUTE A CONVEYANCE OF THE PROPERTY, NOR OF THE MINERALS THEREIN AND THEREUNDER, BUT GRANTS ONLY AN EASEMENT.

GRANTOR RESERVES THE RIGHT TO USE THE LAND WITHIN THE EASEMENT PROPERTY FOR PURPOSES NOT INCONSISTENT WITH GRANTEE'S USE OF SUCH EASEMENT PROPERTY, PROVIDED SUCH USE SHALL NOT MATERIALLY INTERFERE WITH THE EXERCISE BY GRANTEE OF THE RIGHTS HEREBY GRANTED. GRANTOR AGREES THAT THE DUTY TO MAINTAIN THE SURFACE OF THE EASEMENT PROPERTY REMAINS WITH GRANTOR AND NOT WITH GRANTEE.

The easement, rights, and privileges granted herein are exclusive and Grantor covenants that it will not convey any other easement or conflicting rights within the Easement Property. This instrument shall be binding upon the successors and assigns of the parties hereto.

[Remainder of Page Blank; Signature Page Follows]

EXECUTED to be effective of the 21st day of June, 2021.

By: [Signature]
Name: Jose Hernandez

By: [Signature]
Name: Ana Hernandez

STATE OF TEXAS §
COUNTY OF TARRANT §
§

This instrument was acknowledged before me on the 21st day of June, 2021,
by Jose and Ana Hernandez.

[Signature]
Notary Public, State of Texas

My Commission Expires:
06-14-2023

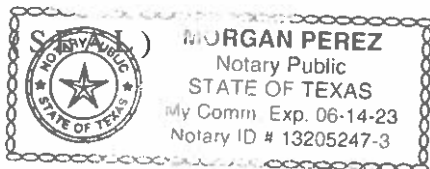


EXHIBIT "1"

10 FOOT WIDE UTILITY EASEMENT

BEING A 0.036 acre (1,580 square feet) tract of land situated in the Samuel Clark Survey, Abstract No. 249, City of Glenn Heights, Dallas County, Texas, and being located in a 1 acre (by deed) tract of land described in deed to Jose Hernandez and Spouse, Ana Hernandez in instrument no. 201400322003 of the Official Public Records of Dallas County, Texas, said 0.036 acre tract being more particularly described as follows:

COMMENCING at a 1 inch iron pipe found in the east right-of-way line of Hampton Road (a variable-width right-of-way), said 1 inch iron pipe also being the northwest corner of a 4.12 acre (by deed) tract described in deed to Sostenes Sanchez and Elvira Sanchez as recorded in instrument no. 201900099897 of said Official Public Records of Dallas County, Texas, from which a 1/2 inch iron rod found for the southwest corner of said 4.12 acre tract bears South 01 degrees 09 minutes 13 seconds East, a distance of 50.06 feet;

THENCE North 89 degrees 05 minutes 47 seconds East, along the common line of said 1.0 acre tract and said 4.12 acre tract, a distance of 10 feet to the **POINT OF BEGINNING**;

THENCE North 01 degrees 09 minutes 13 seconds West, over and across said 1.0 acre tract and parallel to the East Right Of Way of Hampton Road, a distance of 158.00 feet to a point for corner in the north line of said 1 acre tract, said point also being in the south line of a tract of land designated Tract 2 as described in deed to City of Glenn Heights, as recorded in instrument no. 201500016664 of the Deed Records of Dallas County, Texas, from which a bent 1 inch iron pipe found for the northwest corner of said 1 acre tract bears South 89 degrees 05 minutes 47 seconds West, a distance of 10.00 feet, said bent 1 inch iron pipe also being the southwest corner of said Tract 2;

THENCE South 89 degrees 05 minutes 47 seconds West, along the common line of said 1 acre tract and said Tract 2, a distance of 10.00 feet to a point for corner;

THENCE South 01 degrees 09 minutes 13 seconds East, over and across said 1 acre tract and parallel to the east right-of-way line of said Hampton Road, a distance of 158.00 to a point for corner, said point being in the common line of said 1 acre tract and said 4.12 acre tract;

THENCE South 89 degrees 05 minutes 47 seconds West, continuing along said common line, a distance of 10 feet to the **POINT OF BEGINNING**, and containing 0.0363 acres (1,580 square feet) of land, more or less.

EXHIBIT “2”

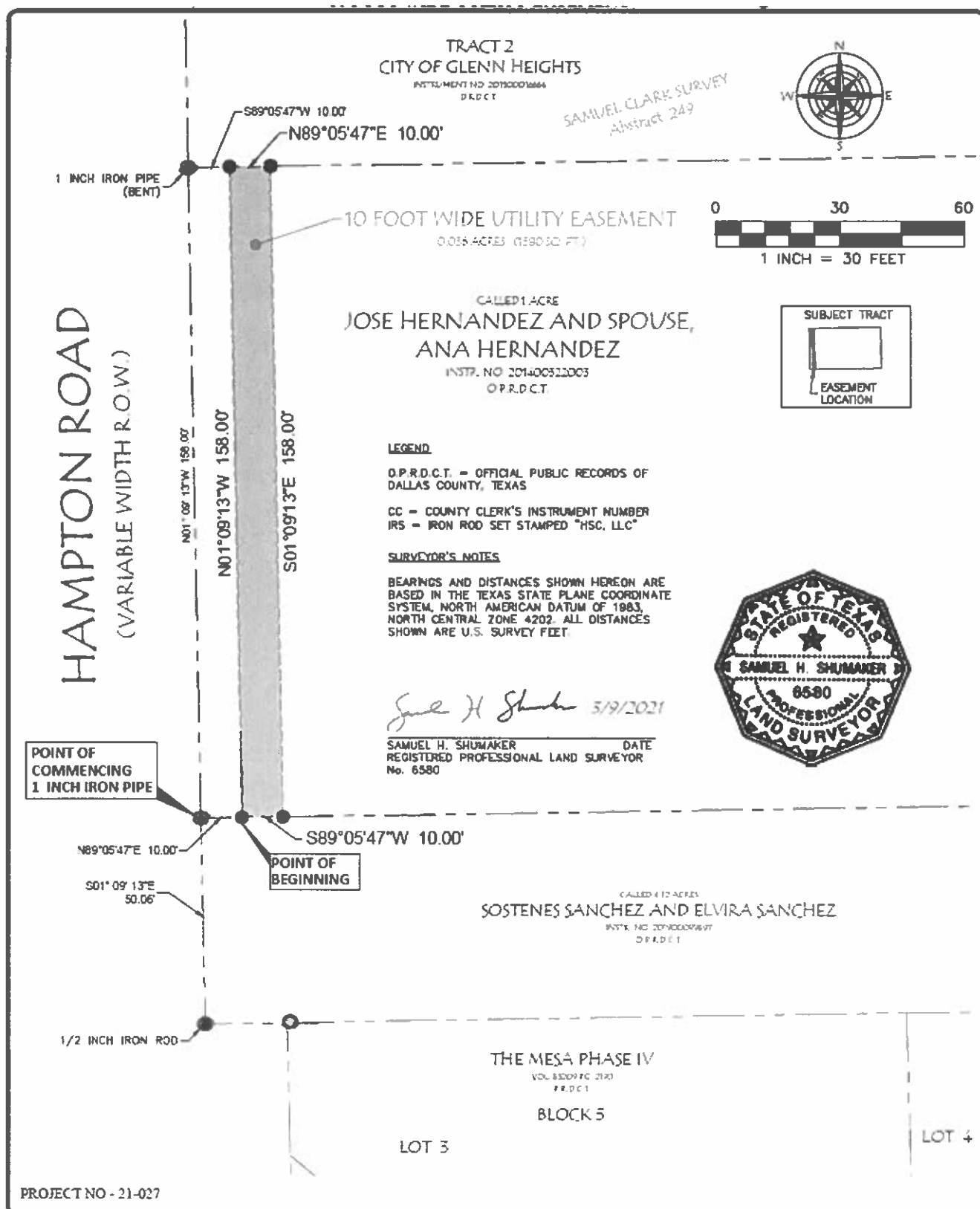


Exhibit "2"
City of Glenn Heights and Jose & Ana Hernandez
Public Utility Easement



AGENDA SUMMARY SHEET

July 6, 2021

CONSENT AGENDA, ITEM 5

Discuss and take action to approve Resolution R-22-21, a resolution of the city council of the City of Glenn Heights, approving , and authorizing and ratifying execution by the City Manager, of a development and right of entry agreement in substantially the form of that attached hereto as Exhibit "1", by and between Sostenes Sanchez and Elvira Sanchez, collectively "Owners", and the City of Glenn Heights, Texas whereby City will acquire the public utility easement described therein across the property described and depicted therein in exchange for the development by city on the property of a driveway approach as described therein; and provided an effective date.
(Marlon Goff, Director of Planning and Development Services)

Motion	
Second	
For	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Against	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Abstain	
Approve/ Deny/ Table	



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: July 6, 2021

SUBJECT

The City Council will consider a Resolution to approve a development and right of entry agreement with Sostenes Sanchez and Elvira Sanchez for a public utility easement.

DISCUSSION / BACKGROUND

The subject property is adjacent to the southern border of the Glenn Heights City Center development. In planning for the installation of the necessary public improvements for the City Center project the development engineers have since discovered the need for a 10 foot wide public utility easement within the property boundary owned by Sostenes Sanchez and Elvira Sanchez. Obtaining this easement would permit the developers for the City Center project to install the necessary public utility infrastructure and allow for the future maintenance, replacement, repair, upgrade, relocate, and/or removal of the public utilities to be installed.

PRIOR COUNCIL OR BOARD ACTION

No prior action has been taken or considered by the City Council.

PUBLIC CONTACT

Not applicable.

FINANCIAL IMPACT

In consideration for the granting of the public utility easement, the development and right of entry agreement calls for the construction of a concrete drive approach to the Grantor's property from Hampton Road. The associated cost will be included in the development budget for the City Center project.

RECOMMENDATION / ALTERNATIVES

Staff recommends approval of proposed Resolution R-22-21.

ATTACHMENTS

1. Resolution R-22-21

PREPARED BY

Marlon Goff, Director of Planning & Development Services

REVIEWED BY

Miamauni Hines, Planner

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF GLENN HEIGHTS, TEXAS
RESOLUTION NO. R-22-21**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, APPROVING, AND AUTHORIZING AND RATIFYING EXECUTION BY THE CITY MANAGER, OF A DEVELOPMENT AND RIGHT OF ENTRY AGREEMENT IN SUBSTANTIALLY THE FORM OF THAT ATTACHED HERETO AS EXHIBIT “1”, BY AND BETWEEN SOSTENES SANCHEZ AND ELVIRA SANCHEZ, COLLECTIVELY “OWNERS”, AND THE CITY OF GLENN HEIGHTS, TEXAS WHEREBY CITY WILL ACQUIRE THE PUBLIC UTILITY EASEMENT DESCRIBED THEREIN ACROSS THE PROPERTY DESCRIBED AND DEPICTED THEREIN IN EXCHANGE FOR THE DEVELOPMENT BY CITY ON THE PROPERTY OF A DRIVEWAY APPROACH AS DESCRIBED THEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sostenes Sanchez and Elvira Sanchez (collectively “Owners”) are the Owners of the real property situated in the Samuel Clark Survey, Abstract No. 249, City of Glenn Heights, Dallas County, Texas, and being a 4.12 acre (by deed) tract of land described in deed to Sostenes Sanchez and Elvira Sanchez as recorded in instrument no. 201900099897 of the Official Public Records of Dallas County, (the “Owners Property”); and

WHEREAS, City requires and desires to acquire a public utility easement for the installation, construction, operation, maintenance, replacement, repair, upgrade, relocation and removal of public utilities and all necessary or desirable structures, facilities and appurtenances necessary thereto across, on, over, and under a portion of the Owners Property (the “Easement”), the boundaries of which described and depicted in the Development and Right of Entry Agreement attached hereto as Exhibit “1” and in the exhibits thereto; and

WHEREAS, in lieu of requiring City to pay a cash consideration for the Easement, Owners are willing to convey the Easement to City in consideration of City agreeing to construct certain improvements on the Owners Property that will provide a driveway approach thereto; and

WHEREAS, the City desires to provide the required consideration and in return obtain the public utility easement; and

WHEREAS, the City Council finds that such Development and Right of Entry Agreement and related Easement, as described and/or depicted in the exhibits to the Development and Right of Entry Agreement are for a public purpose and for the benefit of the general welfare of the citizens of the City of Glenn Heights, Texas;

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

Section 1. The Development and Right of Entry Agreement with Sostenes Sanchez and Elvira Sanchez (collectively, "Owners") in substantially the form attached hereto as Exhibit "1" is hereby approved, including all exhibits thereto, and the City Council hereby authorizes the City Manager or his designee to execute the same, including the Easement attached thereto and any other necessary documents to accomplish the purposes stated herein and further ratifies any execution thereof occurring prior to the effective date of this resolution by the City Manager or his designee as the authorized act of, for, and on behalf of the City.

Section 2. This Resolution shall take effect immediately from and after its adoption and execution.

DULY PASSED by the City Council of the City of Glenn Heights, Texas, this the 6th day of July, 2021.

APPROVED:

HARRY A. GARRETT, MAYOR

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney

EXHIBIT “A”

[Development and Right of Entry Agreement]

DEVELOPMENT AND RIGHT OF ENTRY AGREEMENT

This **Development and Right of Entry Agreement** ("**Agreement**") is made by and between the **City of Glenn Heights, Texas** ("**City**"), a Texas home rule municipality, and **Sostenes Sanchez and Elvira Sanchez, jointly and severally** ("**Owners**"). City and Owners may be collectively referred to herein as "**Parties**" and separately as "**Party**."

RECITALS:

WHEREAS, Owners are the Owners of the real property situated in the Samuel Clark Survey, Abstract No. 249, City of Glenn Heights, Dallas County, Texas, and being a 4.12 acre (by deed) tract of land described in deed to Sostenes Sanchez and Elvira Sanchez as recorded in instrument no. 201900099897 of the Official Public Records of Dallas County, (the "**Owners Property**"); and

WHEREAS, City desires to acquire a public utility easement across a portion of the Owners Property (the "**Easement**"), the boundaries of which described and depicted in **Exhibit "A"** attached hereto and incorporated herein by reference; and

WHEREAS, in lieu of requiring City to pay a cash consideration for the Easement, Owners are willing to convey the Easement to City in consideration of City agreeing to construct certain improvements on the Owners Property that will provide a driveway approach thereto; and

WHEREAS, the Parties desire to enter this Agreement to set forth the terms by which Owners will grant the Easement to City and City and its contractor may enter the Owners Property to construct the Owners Property Improvements (as hereafter defined).

NOW, THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

Article 1 - Term

The term of this Agreement shall begin on the date signed by authorized representatives of both Parties (the "**Effective Date**") and, subject to extension as the result of events of Force Majeure, terminate on completion of construction of the Improvements.

Article 2 – Improvements Defined

For purposes of this Agreement, "Improvements" means construction of a new concrete driveway approach, as conceptually depicted on **Exhibit "B"** attached hereto and incorporated herein by reference, in accordance with the following specification: construction of 4 inch minimum thickness concrete, reinforced No. 3 / 24 inch spacing or No. 4 / 30 inch spacing, all joints tied, having a minimum width of eleven (11') feet and a depth of twenty (20') feet measured from a point of origin along the eastern border of Hampton Road and otherwise being in conformance with the requirements of the Glenn Heights Code of Ordinances.

Article 3 – Grant of Easement

3.1 Not later than five (5) days after the Effective Date, Owners agree to sign and deliver to City the Public Utility Easement, the boundaries of which are described and depicted in **Exhibit “A”**, substantially in the form attached hereto as **Exhibit “C”** and incorporated herein by reference conveying the Easement to City.

3.2 Owners represent that, as of the Effective Date, Owners are the sole Owners, free and clear of all liens and encumbrances of any kind, of the Owners Property, as that property is described and depicted in the attached **Exhibit “D”**, (“Owners Property”) and further covenant that they will convey no interest of any kind in the Owners Property in the period commencing on the Effective Date and ending twenty four (24) hours after Delivery of the Easement to City.

3.3 Owners acknowledge that the Owners Property is currently listed for sale by Owners. Owners represent that as of the Effective Date, Owners have not signed any agreement to convey or otherwise conveyed or agreed to convey any interest in the Owners Property and further agree that they will not enter into such agreement in the period commencing on the Effective Date and ending twenty-four (24) hours after Delivery of the Easement to the City.

3.3 Owners agree that Owners shall remain responsible for paying any property taxes assessed on the property consisting of the Easement.

Article 4 – Construction of Improvements; Maintenance

4.1 As consideration for the conveyance of the Easement to City, City agrees, at City’s sole cost, to construct or cause to be constructed the Improvements on the Owners Property subject to the provisions of this Agreement.

4.2 Upon completion of construction of the Improvements:

- A. Owners, at Owners’ cost, shall be solely responsible for the maintenance, repair replacement, and removal of the Improvements; and
- B. The Improvements shall be deemed to be part of the Owners Property and owned by Owners.

Article 5 - Right of Entry; Rights of the Parties

5.1 Owners hereby grant to City, its agents, employees, contractors and consultants a right to enter into, over, under, across, upon and through the Owners Property so that City may construct the Improvements (the **“Work”**). Except as necessary to tie in any portion of the Work into the existing improvements located on the Owners Property, the right of entry granted in this Section 5.1 shall be limited to the exterior of any buildings located on the Owners Property.

5.2 The authority and rights granted by Owners to City in Section 5.1 above include, without limitation, the following rights: (a) the right to move any and all equipment onto the

Owners Property which is reasonably necessary for the Work, provided that said equipment is removed from the Property prior to the expiration of the term of this Agreement; and (b) the right of ingress and egress across the Owners Property to perform the Work and for any other purposes set forth herein.

5.3 City shall notify Owners of its intent to enter the Owners Property to commence the Work not less than three (3) days prior to entering the Owners Property for such purpose. City shall maintain the right to go onto the Owners Property as provided herein until the termination of this Agreement and, subject to providing the foregoing notice, shall have the sole authority to determine when to enter the Owners Property.

5.4 City shall not allow any liens to be filed of record against the Owners Property as the result of City's activities on the Owners Property and agrees to remove (or cause to be released) promptly, and in any case not later than 60 days after receipt of notice of same, any such liens at City's sole cost and expense.

Article 6 - Insurance

6.1 Prior to City's contractor entering onto the Owners Property to perform the Work pursuant to this Agreement, and continuing until this Agreement terminates, City shall, at no expense to Owners, require and cause City's contractor to obtain and maintain in full force and effect, the following insurance:

(a) a commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the occupation and use of the Owners Property pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

(b) a policy of automobile liability insurance covering any vehicles owned and/or operated by City's contractor, its officers, agents, employees, contractors, and subcontractor operated on the Owners Property during the term of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage; and

(c) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all employees of City's contractor involved in performance of the Work with policy limit of not less than \$1,000,000.00.

6.2 Except where stated otherwise, all policies of insurance shall be endorsed to provide the following provisions:

(a) name City, Owners, and their respective officers and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance;

(b) provide for written notice to City and Owners for cancellation or non-renewal of the insurance in accordance with the policies; and

(c) provide for a waiver of subrogation against City and Owners for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

6.3 All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

6.4 A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted to Owners prior to commencement of the Work.

Article 7 - Miscellaneous

7.1 *Compliance with Laws.* City and its agents, employees, contractors and consultants shall comply with all applicable laws, statutes, rules, regulations and ordinances in connection with their performance of the Work on the Property.

7.2 *Notice.* Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered.

If intended for City, to:

City of Glenn Heights
Attn: City Manager
1938 S. Hampton Road
Glenn Heights, Texas 75154

With Copy to:

Victoria W. Thomas, City Attorney
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 N. Akard, Suite 1800
Dallas, Texas 75201

If intended for Owners, to:

Sostenes and Elvira Sanchez
5838 Beau Purple Drive
Dallas, TX 75211

With Copy to:

7.3 *Capacity to Sign.* Each person signing this Agreement warrants that the person has the capacity and authority to execute this document either individually or in their official capacity.

7.4 *Sole Agreement.* This Agreement contains each and all of the rights granted to Owners with respect to the subject matter hereof and supersedes all prior understandings, if any, with respect thereto.

7.5 *Counterparts.* This Agreement may be executed in duplicate counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

7.6 *Governing Law.* This Agreement shall be governed by the laws of the State of Texas, and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

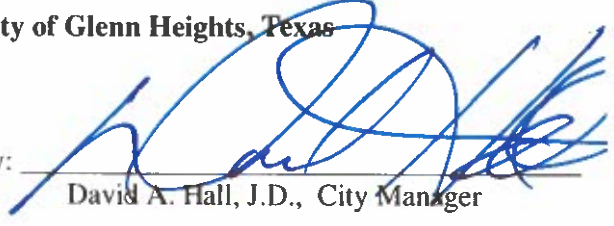
7.7 *Severability.* Should any part or provision of this Agreement be invalid for any reason, such invalidity shall not affect the remaining portions of this Agreement which shall be considered severable.

7.8 *Entire Agreement.* This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

Signatures on Following Page

SIGNED AND AGREED this the 25 day of June 2021.

City of Glenn Heights, Texas

By: 
David A. Hall, J.D., City Manager

SIGNED AND AGREED this the ____ day of _____ 2021.

Sostenes Sanchez and Elvira Sanchez

By: 
Sostenes Sanchez

By: 
Elvira Sanchez

TRACT 2
CITY OF GLENN HEIGHTS
REPLACEMENT OF 201900000000
S.E.C.T

SAMUEL CLARK SURVEY
Abstract 249

N
W
E
S

0 30 60
1 INCH = 30 FEET

HAMPTON ROAD
(VARIABLE WIDTH R.O.W.)

1 INCH IRON PIPE (BENT)

1 INCH IRON PIPE

10 FOOT WIDE UTILITY EASEMENT
0.012 ACRES (501 SQ. FT.)

SOSTENES SANCHEZ AND ELVIRA SANCHEZ
INSTR. NO. 201900002897
O.P.D.C.T.

THE MESA PHASE IV
VOL. 83209 PG. 2180
M.A.B.C.T.

LOT 3

LOT 4

PROJECT NO - 21-027

10 FOOT WIDE UTILITY EASEMENT

BEING A 0.012 acre (501 square feet) tract of land situated in the Samuel Clark Survey, Abstract No. 249, City of Glenn Heights, Dallas County, Texas, and being located in a 4.12 acre (by deed) tract of land described in deed to Sostenes Sanchez and Elvira Sanchez as recorded in instrument no. 201900099897 of the Official Public Records of Dallas County, Texas, said 0.012 acre tract being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found for an exterior ell corner in the east right-of-way line of Hampton Road (a variable-width right-of-way), said 1/2 inch iron rod being the southwest corner of said 4.12 acre tract, from which a 1 inch iron pipe found for the northwest corner of said 4.12 acre bears North 01 degrees 09 minutes 13 seconds West, a distance of 50.06 feet, said 1 inch iron pipe also being the southwest corner of a 1 acre (by deed) tract of land described in deed to Jose Hernandez and Spouse, Ana Hernandez, as recorded in instrument no. 201400322003 of the Official Public Records of Dallas County, Texas,

THENCE South 89 degrees 05 minutes 47 seconds West, along the along the common line of said 4.12 acre tract and the east right-of-way line of said Hampton Road, a distance of 10.00 feet to the POINT OF BEGINNING;

THENCE North 01 degrees 09 minutes 13 seconds West, over and across said 4.12 acre tract and parallel to said east right-of-way line of said Hampton Road, a distance of 50.06 feet to a point for corner, said point being in the common line of said 4.12 acre tract said 1 acre tract, from which said 1 inch iron pipe found for the northwest corner of said 4.12 acre bears South 89 degrees 05 minutes 47 seconds West, a distance of 10.00 feet;

THENCE North 89 degrees 05 minutes 47 seconds West, along the common line of said 4.12 acre tract and said 1 acre tract, a distance of 10.00 feet to a point for corner;

THENCE South 01 degrees 09 minutes 13 seconds East, over and across said 4.12 acre tract and parallel to the east right-of-way line of said Hampton Road, a distance of 50.06 feet, to a point for corner in the south line of said 4.12 acre tract, said point also being the northwest corner of Lot 3, Block 5, of The Mesa Phase IV, an addition to the City of Glenn Heights, Dallas County, Texas, according to the plat recorded in Volume 83209, Page 2190 of the Map Records of Dallas County, Texas, said point also being an interior ell point in the east right-of-way line of said Hampton Road, from which a 1/2 inch iron rod found for reference bears North 78 degrees East, a distance of 0.7 feet;

Exhibit "B"
Conceptual Depiction of Driveway Approach

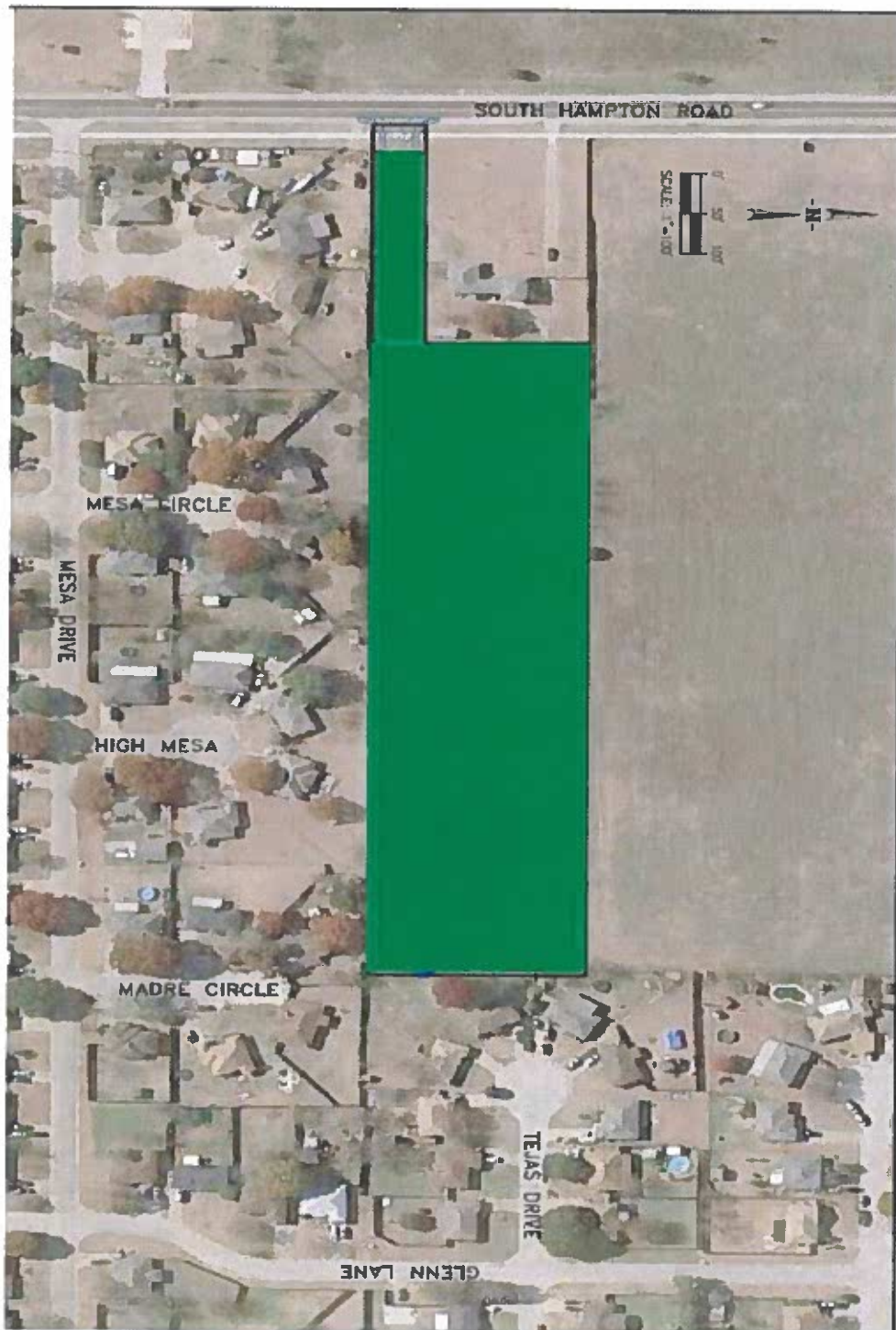


Exhibit "C"
Form of Public Utility Easement

AFTER RECORDING, RETURN TO:

City of Glenn Heights
Director of Planning and Development Services
1938 S. Hampton Road
Glenn Heights, Texas 75154

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PUBLIC UTILITY EASEMENT

STATE OF TEXAS	§	
	§	KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF DALLAS	§	

That **Sostenes Sanchez** and **Elvira Sanchez** (jointly and severally, "Grantors"), husband and wife, whose address is 5838 Beau Purple Drive, Dallas, TX 75211, for and in consideration of ten dollars (\$10.00) cash paid in hand and other good and valuable considerations paid to Grantor by the **CITY OF GLENN HEIGHTS, TEXAS**, ("Grantee"), a Texas home rule municipality whose mailing address is 1938 South Hampton Road, Glenn Heights, Texas 75154, the receipt and sufficiency of which are hereby acknowledged, do hereby **GRANT, SELL, AND CONVEY** unto Grantee an exclusive ten (10) foot easement for underground public utility facilities, together with all incidental improvements, over, upon, across, through, and under that certain tract of real property located in Dallas County, Texas, as more particularly described and depicted on Exhibits "1" & "2", which are attached hereto and made a part hereof by reference as if fully set forth herein (the "Easement Property").

The easement, rights, and privileges herein granted shall only be used for the express purpose of providing public utility services and/or improvements, including placing, constructing, operating, repairing, maintaining, inspecting, rebuilding, removing, or relocating public utility facilities, or performing any act related to the provision of electric, water, sewer, or any other utility services and all appurtenances thereto.

The easement, rights, and privileges herein granted shall be perpetual, appurtenant to the land, and shall inure to the benefit of Grantee's successors and assigns. Grantors represent that they are the owners of the Easement Property and hereby bind themselves and their heirs, successors and assigns to warrant and forever defend the above described easement unto Grantee, its successors or assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by and through Grantors but not otherwise.

Grantors represent that there are no liens, attachments, or other encumbrances which will affect the title or right of the Grantors to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgement shall be included and made a part of this document conveying the rights and privileges contained herein.

Grantee shall have the right to use so much of the surface of Easement Property as may be reasonably necessary to constructing, operating, repairing, maintaining, inspecting, rebuilding, removing, or relocating public utility facilities, appliances and equipment, or performing any act related to the provision of electric, water, sewer, or any other utility services and all appurtenances within the public utility Easement Property and public utility easement granted. Grantors agree that all facilities, appliances, and equipment installed upon the Easement Property shall at all times remain the property of Grantee and are removable at the option of Grantee. Grantee shall have no duty to maintain the surface of the Easement Property and that duty and obligation shall remain exclusively with Grantors or Grantors' successor or assignee.

THIS EASEMENT DOES NOT CONSTITUTE A CONVEYANCE OF THE PROPERTY, NOR OF THE MINERALS THEREIN AND THEREUNDER, BUT GRANTS ONLY AN EASEMENT.

GRANTORS RESERVE THE RIGHT TO USE THE LAND WITHIN THE EASEMENT PROPERTY FOR PURPOSES NOT INCONSISTENT WITH GRANTEE'S USE OF SUCH EASEMENT PROPERTY, PROVIDED SUCH USE SHALL NOT MATERIALLY INTERFERE WITH THE EXERCISE BY GRANTEE OF THE RIGHTS HEREBY GRANTED. GRANTORS AGREE THAT THE DUTY TO MAINTAIN THE SURFACE OF THE EASEMENT PROPERTY REMAINS WITH GRANTOR AND NOT WITH GRANTEE.

The easement, rights, and privileges granted herein are exclusive and Grantors covenant that they will not convey any other easement or conflicting rights within the Easement Property. This instrument shall be binding upon the successors and assigns of the parties hereto.

[Remainder of Page Blank; Signature Page Follows]

EXECUTED to be effective of the 29 day of April, 2021.

GRANTORS:

By: Sostenez Sanchez
Name: Sostenez Sanchez

By: Elvira Sanchez
Name: Elvira Sanchez

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 29th day of April, 2021,
by Sostenez Sanchez and Elvira Sanchez.

Tonya Lonzie
Notary Public, State of Texas

My Commission Expires:

9/20/22



(SEAL)

EXHIBIT "1"

10 FOOT WIDE UTILITY EASEMENT

BEING A 0.012 acre (501 square feet) tract of land situated in the Samuel Clark Survey, Abstract No. 249, City of Glenn Heights, Dallas County, Texas, and being located in a 4.12 acre (by deed) tract of land described in deed to Sostenes Sanchez and Elvira Sanchez as recorded in instrument no. 201900099897 of the Official Public Records of Dallas County, Texas, said 0.012 acre tract being more particularly described as follows:

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EXHIBIT "2"

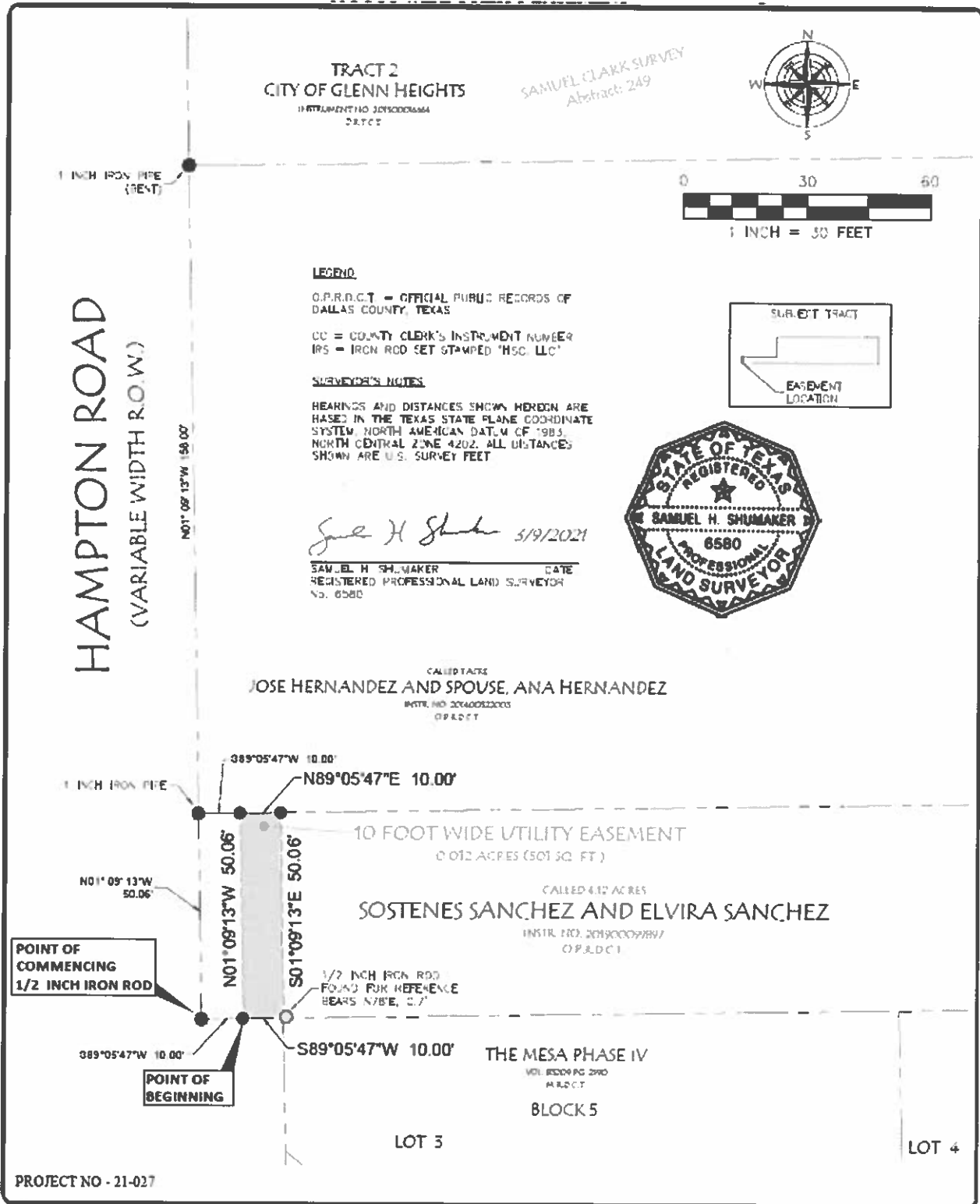


Exhibit “D”
Owners Property Description and Depiction



AGENDA SUMMARY SHEET

July 6, 2021

AGENDA, ITEM 1

May 2021 Financial Report. (Nery Pena, Financial Analyst)

Motion	
Second	
For	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Against	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Abstain	
Approve/ Deny/ Table	

GENERAL FUND
FOR THE MONTH ENDED MAY 31, 2021

Summary
Revenues & Expenditures - Budget & Actual

SUMMARY OF GENERAL FUND REVENUES (8.3% of FY)

			<u>Original Budget</u>	<u>AMENDED</u>	<u>YTD Actual</u>	<u>Budget %</u>
TOTAL REVENUES:			\$ 9,492,489	\$ -	\$ 9,416,877	99.2%
			<u>Original Budget</u>	<u>AMENDED</u>	<u>YTD Actual</u>	<u>Budget %</u>
Property Tax :			\$ 5,639,664	\$ -	\$ 5,797,957	102.8%
Property taxes are due in January and become delinquent after January 31st.						
			<u>Original Budget</u>	<u>AMENDED</u>	<u>YTD Actual</u>	<u>Budget %</u>
Sales Tax:			\$ 700,000	\$ -	\$ 632,448	90.3%
			<u>Original Budget</u>	<u>AMENDED</u>	<u>YTD Actual</u>	<u>Budget %</u>
Franchise Fees:			\$ 495,554	\$ -	\$ 341,782	69.0%
Franchise fees are paid to the City annually, quarterly, and monthly depending on the type of franchise. Individual sources are listed below						
Type	Pay Cycle		<u>Original Budget</u>	<u>AMENDED</u>	<u>YTD Actual</u>	<u>Budget %</u>
Electric	Oncor pays annually; Hilco pays quarterly		262,156		192,110	73.3%
Telephone	AT&T pays annually; all others quarterly		19,515		12,456	63.8%
Gas	Atmos pays annually in March		56,690		60,752	107.2%
Cable	All pay quarterly		87,385		36,464	41.7%
Garbage	Pays quarterly on commercial roll offs		-		-	0.0%
Video	Paid quarterly		9,808		-	0.0%
Water/WW	Paid monthly		60,000		40,000	66.7%
	TOTAL:		\$ 495,554	\$ -	\$ 341,782	69.0%
			<u>Original Budget</u>	<u>AMENDED</u>	<u>YTD Actual</u>	<u>Budget %</u>
Permits & Fees:			\$ 1,149,121	\$ -	\$ 1,547,334	134.7%
Permits include Building Permits, garage sale permits, trade, and other miscellaneous permits						
New Housing Development Growth expected to increase this FY 21 as compared with FY 20.						
Type			<u>Original Budget</u>	<u>AMENDED</u>	<u>YTD Actual</u>	<u>Budget %</u>
Building Permit Fees			500,000		524,571	104.9%
Miscellaneous Permits			70,000		41,403	59.1%
Backflow and Irrigation Permits			39,130		31,480	80.4%
Infrastructure Inspection Fee			100,000		429,260	429.3%
Zoning Fee			8,000		6,095	76.2%
Plan Review			281,876		339,891	120.6%
Inspection Fee - Alcohol			-		-	0.0%
Filing Fee			-		-	0.0%
Plats			3,000		7,875	262.5%
Trade Permits			94,815		109,200	115.2%
License Registration			13,000		14,494	111.5%

Rental Registration		30,000		35,125	117.1%
Food Service		9,000		7,600	84.4%
Garage Sale Permits		300		340	113.3%
TOTAL:		\$ 1,149,121	\$ -	1,547,334	134.7%
		<u>Original Budget</u>	<u>AMENDED</u>	<u>YTD Actual</u>	<u>Budget %</u>
Charges for Services:		\$ 1,149,020	\$ -	\$ 896,964	78.1%
Charges for services consists of tower rental, ambulance fees, sanitation fees, resource officer fees, and other miscellaneous charges. Individual resource officer fees, and other miscellaneous charges. Individual revenue sources are listed below:					
	Pay Cycle(s)	<u>Original Budget</u>	<u>AMENDED</u>	<u>YTD Actual</u>	<u>Budget %</u>
Tower Rental	Monthly	39,780	4,335	32,534	81.8%
Ambulance	Monthly	220,000	20,359	138,008	62.7%
Resource Officer	Annually	37,240		60,497	162.5%
Sanitation	Monthly	850,000	82,106	610,383	71.8%
Animal Pound	Monthly	1,000	355	2,640	264.0%
Wrecker	By Contract	800		800	100.0%
Finger Prints		-		-	0.0%
Fire Inspections		200		-	0.0%
Convenience Fee		-	904	5,656	
Police Reports		-	55	731	#DIV/0!
TOTAL:		1,149,020	108,114	851,249	74.1%
Court Fines:		<u>Original Budget</u>	<u>AMENDED</u>	<u>YTD Actual</u>	<u>Budget %</u>
		\$ 250,700	\$ -	\$ 148,734	59.3%
AL FUND EXPENDITURES					
TOTAL EXPENDITURES:		<u>Budget</u>	<u>AMENDED</u>	<u>Actual</u>	<u>Budget %</u>
		\$ 8,635,605	\$ -	\$ 4,741,622	54.9%
Administration:		<u>Budget</u>	<u>AMENDED</u>	<u>Actual</u>	<u>Budget %</u>
		\$ 150,281	\$ -	\$ 51,782	34.5%
Economic Development:		<u>Budget</u>	<u>AMENDED</u>	<u>Actual</u>	<u>Budget %</u>
		\$ 115,783	\$ -	\$ 71,442	61.7%

66.7%

5/31/2021
10/1/2020
242

5/31/2021
10/1/2020
242

SUMMARY OF WATER & SEWER FUND REVENUES

	Budget	AMENDED	Actual	Budget %
<u>TOTAL REVENUES:</u>	\$ 6,273,000	\$ -	\$ 3,708,470	59.1%
Water and Sewer sales				

	Budget	AMENDED	Actual	Budget %
Water Sales	\$ 2,850,000	\$ -	\$ 1,620,968	56.9%

	Budget	AMENDED	Actual	Budget %
Miscellaneous Income	\$ 4,000	\$ -	\$ 1,225	30.6%

SUMMARY OF WATER & SEWER FUND EXPENDITURES

	Budget	AMENDED	Actual	Budget %
<u>TOTAL EXPENDITURES:</u>	\$ 5,467,246	\$ -	\$ 4,434,614	81.1%

	Budget	AMENDED	Actual	Budget %
Meter Services:	\$ 226,384	\$ -	\$ 694,502	306.8%

SUMMARY OF YEAR-END PROJECTIONS

WATER AND SEWER FUND
FOR THE MONTH ENDED MAY 31, 2021

Summary
Revenues & Expenditures - Budget & Actual

WATER & SEWER FUND
REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
FY 2020-21 WITH PRIOR YEAR COMPARISON
FOR THE MONTH ENDED MAY 31, 2021

66.7%

	CURRENT FISCAL YEAR						
	BUDGET		ACTUAL			PROJECTED	
	FY 2020-21		M-T-D	Y-T-D	Y-T-D	FY 2020-21	
	Original Budget	Amended Budget	May-21	May-21	% Budget	May-21	% Budget
Revenues:							
Water Sales	\$ 2,850,000		\$ 199,400	\$ 1,620,968	56.9%	\$ 1,662,500	58.3%
Sewer Sales	3,250,000		248,300	1,996,916	61.4%	\$ 1,895,833	58.3%
Late Charges	50,000		-	-	0.0%	\$ 29,167	58.3%
Reconnection Fees	30,000		-	(35)	-0.1%	\$ 17,500	58.3%
Water Meters	5,000		-	3,608	72.2%	\$ 2,917	58.3%
Tap Fees	7,000		-	9,706	138.7%	\$ 4,083	58.3%
Convenience Fee	73,000		10,113	74,335	101.8%	\$ 42,583	58.3%
Interest Earnings	4,000		199	1,747	43.7%	\$ 2,333	58.3%
Miscellaneous	4,000		175	1,225	30.6%	\$ 2,333	58.3%
Transfer From Tornado Fund	-				0.0%	-	0.0%
Total Revenues	\$ 6,273,000	\$ -	\$ 458,187	\$ 3,708,470	59.1%	\$ 3,659,250	58.3%
Expenditures:							
Utility Administration	\$ 273,069		\$ 14,730	\$ 164,084	60.1%	\$ 159,290	58.3%
Meter Services	226,384		14,669	694,502	306.8%	\$ 132,057	58.3%
Water Operations	1,829,828		164,036	1,044,791	57.1%	\$ 1,067,400	58.3%
Wastewater Operations	3,116,965		302,773	2,516,974	80.8%	\$ 1,818,230	58.3%
Capital Project Hwy 664 Relocation	-		263	263	0.0%	\$ -	0.0%
G&A Reimbursement from Utility Fund MGM	15,000		1,250	10,000	66.7%	\$ 8,750	58.3%
General Fund - Reimbursement for City V	6,000		500	4,000	66.7%	\$ 3,500	58.3%
Total Expenditures	\$ 5,467,246	\$ -	\$ 498,221	\$ 4,434,614	81.1%	\$ 3,189,227	58.3%
Total Revenues Over (Under) Exp	\$ 805,754	\$ -	\$ (40,034)	\$ (726,144)		\$ 470,023	
Other Funding Sources (Uses):							
Debt service - bond payments						-	
SIB Loan							
Non-cash transactions:							
Capital lease proceeds	-		-	-		-	

	CURRENT FISCAL YEAR						
	BUDGET		ACTUAL			PROJECTED	
	FY 2020-21		M-T-D	Y-T-D	Y-T-D	FY 2020-21	
	Original Budget	Amended Budget	May-21	May-21	% Budget	May-21	% Budget
Capital expenditures	-		-			-	
SIB Loan Proceeds							
Transfers In (Out):							
Debt Service Payments	-		-				
Transfer to Fund 402							
Transfer from Disaster Recovery Fund	-						
Transfer to GF Technology							
G&A Reimbursement from Utility Fund MGN	-						
General Fund - Reimbursement for City V	-		-	-			
General Fund - Reimbursement for Taxe	-		-	-		-	
General Fund - Debt Repayment	-		-	-			
Transfer to GF - Operating Transfer (Tech)			-			-	
Capital Projects Fund - City Commitment	-	-	-	-		-	
Net Change in Fund Balance	\$ 805,754	\$ -		\$ (726,144)			
Total Unrestricted Fund Balance - BOY	2,242,162			2,242,162			
Total Fund Balance - EOY	\$ 3,047,916	\$ -		\$ 1,516,018		\$ -	
Less: Commitments for Specific Use				-		-	
Less: Assigned for Specific Use				-		-	
Ending Fund Balance - Unrestricted	\$ 3,047,916	\$ -		\$ 1,516,018		\$ -	
AVERAGE DAILY EXPENDITURES	14,979	-		18,325			
Number of Days In Reserve	203			83			

5/31/2021

10/1/2020

242

DRAINAGE FUND
FOR THE MONTH ENDED MAY 31, 2021

Summary
Revenues & Expenditures - Budget & Actual

SUMMARY OF MUNICIPAL DRAINAGE FUND

	Budget	AMENDED	Actual	Budget %
<u>TOTAL REVENUES:</u>	\$ 330,000	\$ -	\$ 221,686	67.2%

	Budget	AMENDED	Actual	Budget %
<u>TOTAL EXPENDITURES:</u>	\$ 266,258	\$ -	\$ 135,460	50.9%

SUMMARY OF YEAR-END PROJECTIONS

DRAINAGE FUND
REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
FY 2020-21 WITH PRIOR YEAR COMPARISON
FOR THE MONTH ENDED MAY 31, 2021

66.7%

CURRENT FISCAL YEAR						
	BUDGET		ACTUAL			FY PROJECTED
	FY 2020-21		M-T-D	Y-T-D	Y-T-D	FY 2020-21
	Original Budget	Amended Budget	May-21	May-21	% Budget	May-21 % Budget
Revenues:						
Drainage Fees - Residential	\$ 300,000		\$ 27,679	\$ 202,298	67.4%	\$ 175,000 58.3%
Drainage Fees - Commercial	30,000		2,615	19,387	64.6%	\$ 17,500 58.3%
Interest	-		0	1	0.0%	- 0.0%
Total Revenues	\$ 330,000	\$ -	\$ 30,294	\$ 221,686	67.2%	\$ 192,500 58.3%
Expenditures:						
Storm Water Operations	266,258		\$ 15,274	\$ 135,460	50.9%	\$ 155,317 58.3%
Operating Transfer to General Fund	-	\$ -	\$ -	\$ -	#DIV/0!	\$ - #DIV/0!
Total Expenditures	\$ 266,258	\$ -	\$ 15,274	\$ 135,460	50.9%	\$ 155,317 58.3%
Total Revenues Over (Under) Exp	\$ 63,742	\$ -	\$ 15,020	\$ 86,226		\$ 37,183
Other Financing Sources (Uses):						
Capital grant contributions	-	-	-	-		-
Capital grant expenditures	-	-	-	-		-
Non-cash transactions:						
Capital lease proceeds	-	-	-	-		-
Capital lease expenditures	-	-	-	-		-
Transfers In (Out) to Capital Proj Funds:	-	-	-	-		-
Operating Transfer to General Fund	(15,775)		(1,315)	(10,518)	66.7%	-
Capital Projects Fund - City Commitm	-	-	-	-		-
Net Change in Fund Balance	\$ 47,967	\$ -		\$ 75,708		
Total Unrestricted Fund Balance - BOY	265,645			265,645		
Total Fund Balance - EOY	\$ 313,612	\$ -		\$ 341,352		\$ -
Less: Commitments for Specific Use	-	-		-		-
Ending Fund Balance - Unrestricted	\$ 313,612	\$ -		\$ 341,352		\$ -
AVERAGE DAILY EXPENDITURES	\$ 729	\$ -		\$ 560		
Number of Days In Reserve	430			610		

5/31/2021
10/1/2020
242

PRIOR FISCAL YEAR				
BUDGET		FY ACTUAL		
FY 2019-20		FY 2019-20		
Original Budget	Amended Budget	M-T-D May-20	Y-T-D May -20	Y-T-D % Budget
\$ 283,030	\$ 305,257	\$ 25,703	\$ 186,551	61.1%
30,782	31,230	2,615	20,770	66.5%
-	23	1	18	0.0%
\$ 313,812	\$ 336,510	\$ 28,319	\$ 207,339	66%
315,928	\$ 288,664	\$ 17,959	\$ 193,066	66.9%
15,775	\$ 15,775	\$ 1,315	\$ 10,517	66.7%
\$ 331,703	\$ 304,439	\$ 19,274	\$ 203,583	61%
\$ (17,891)	\$ 32,071	\$ 9,045	\$ 3,756	
\$ (33,666)	\$ 16,296		\$ (6,761)	
\$ 464,768	\$ 288,977		\$ 288,977	
\$ 431,102	\$ 305,273		\$ 282,216	
\$ 431,102	\$ 305,273		\$ 282,216	
\$ 909	\$ 834			
474	366			

5/31/2021
10/1/2020
242

OTHER FUNDS
FOR THE MONTH ENDED MAY 31, 2021

Summary
Revenues & Expenditures - Budget & Actual

SUMMARY OF OTHER FUNDS

DEBT SERVICE FUND

					Budget	AMENDED	Actual	Budget %
TOTAL REVENUES:					\$ 1,475,571	\$ -	\$ 1,478,944	100.2%

						Budget	AMENDED	Actual	Budget %
TOTAL EXPENDITURES:						\$ 1,475,689	\$ -	\$ 1,229,858	83.3%

E911 FUND

					Budget	AMENDED	Actual	Budget %
TOTAL REVENUES:					\$ 70,000	\$ -	\$ 55,368	79.1%

						Budget	AMENDED	Actual	Budget %
TOTAL EXPENDITURES:						\$ 300,000	\$ -	\$ 22,306	0.00%

VEHICLE REPLACEMENT FUND

					BUDGET	AMENDED	Actual	Budget %
TOTAL REVENUES:					\$ 250,000	\$ -	\$ 166,667	66.7%

TOTAL EXPENDITURES:						BUDGET	AMENDED	Actual	Budget %
						\$ -	\$ -	\$ 85,420	#DIV/0!

WATER SEWER IMPACT FUND

					BUDGET	AMENDED	Actual	Budget %
TOTAL REVENUES:					\$ 750,000	\$ -	\$ 628,641	83.8%

TOTAL EXPENDITURES:						BUDGET	AMENDED	Actual	Budget %
						\$ 1,720,000	\$ -	\$ 246,512	14.3%

OTHER FUNDS: FINANCIAL SUMMARY
REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
FOR THE MONTH ENDED MAY 31, 2021

		BUDGET				
FUND	FUND NAME	Revenues	Expenditures	Change in Fund Balances	Fund Balance Beginning of Year	Fund Balance End of Year
DEBT SERVICE FUND						
300	Debt Service Fund	\$ 1,475,571	\$ 1,475,689	\$ (118)	\$ 194,977	\$ 194,859

Y-T-D ACTUAL							
Revenues	% Budget	Expenditures	% Budget	Change in Fund Balances	% Budget	Fund Balance Beginning of Year	Y-T-D Fund Balance Projection
\$ 1,478,944	100%	\$ 1,229,858	83%	\$ 249,086	-211089.8%	\$ 194,977	\$ 444,063

SPECIAL REVENUE FUNDS															
200	Court Technology Fund	\$ (3,000)	\$ -	\$ (3,000)	\$ 4,136	\$ 1,136		\$ 1,001	-33%	\$ -	0%	\$ 1,001	-33.4%	\$ 4,136	\$ 5,137
201	Court Security Fund	2,812	-	2,812	43,942	46,754		3,741	133%	-	0%	3,741	133.0%	43,942	47,683
205	E911 Fund	70,000	300,000	(230,000)	234,607	4,607		55,368	79%	22,306	0%	33,062	-14.4%	234,607	267,669
207	Family Festival	-	-	-	-	-		-	0%	-	0%	-	0.0%	-	-
213	Federal Seizure Fund	-	-	-	2,974	2,974		1	0%	-	0%	1	0.0%	2,974	2,974
214	State Seizure Fund	-	-	-	7,926	7,926		3	0%	-	0%	3	0.0%	7,926	7,929
250	Operating Grants Fund	1,367	-	1,367	151,550	152,917		542,453	0%	104,259	0%	438,194	32055.2%	151,550	589,744
		\$ 71,179	\$ 300,000	\$ (228,821)	\$ 445,134	\$ 216,313		\$ 602,567		\$ 126,565		\$ 476,002		\$ 445,134	\$ 921,136

CAPITAL PROJECTS FUND															
215	Street Impact Fees (restri)	\$ 387,500	\$ 1,000,000	\$ (612,500)	\$ 2,072,850	\$ 1,460,350		\$ 309,949	80%	\$ -	0%	\$ 309,949	-50.6%	\$ 2,072,850	\$ 2,382,799
230	Park Fees	175,750	470,000	(294,250)	1,017,090	722,840		149,001	85%	1,414	0%	147,587	-50.2%	1,017,090	1,164,677
400	2006 Bonds	-	6	(6)	18,748	18,742		31	0%	-	0%	31	-516.7%	18,748	18,779
402	City Hall Capital Proj Fund	-	345,820	(345,820)	763,292	417,472		522,947	0%	1,027,360	0%	(504,413)	145.9%	763,292	258,879
406	Vehicle Replacement Fund	250,000	-	250,000	351,708	601,708		166,667	67%	85,420	0%	81,247	32.5%	351,708	432,955
403	2016 GO Bonds	-	7,000,000	(7,000,000)	13,879,462	6,879,462		4,369	0%	2,489,911	0%	(2,485,542)	35.5%	13,879,462	11,393,920
410	Reserved for Capital Projects	181,000	3,000,000	(2,819,000)	6,227,921	3,408,921		-	0%	17,341	0%	(17,341)	0.6%	6,227,921	6,210,580
412	Veterans Memorial	-	-		(3,095)	(3,095)		-	0%	-	0%	-		(3,095)	(3,095)
425	COVID-19 Response	-	155,900		(288,309)	(288,309)		-		(199,396)		199,396		(288,309)	(88,913)
515-1&2	Water Sewer Impact Fund	750,000	1,720,000	(970,000)	3,447,595	2,477,595		628,641	84%	246,512	14%	382,129	-39.4%	3,447,595	3,829,724
											-	0.0%	-	-	
		\$ 1,744,250	\$ 13,691,726	\$ (11,791,576)	\$ 27,516,186	\$ 15,724,610		\$ 1,783,882		\$ 3,699,765		\$ (1,915,883)		\$ 27,516,186	\$ 25,600,303

COMPANY: 100 - GENERAL FUND

ACCOUNT: 1-00-1000 CLAIM ON POOLED CASH

TYPE: All

STATUS: All

FOLIO: All

CHECK DATE: 5/01/2021 THRU 5/31/2021

CLEAR DATE: 0/00/0000 THRU 99/99/9999

STATEMENT: 0/00/0000 THRU 99/99/9999

VOIDED DATE: 0/00/0000 THRU 99/99/9999

AMOUNT: 0.00 THRU 999,999,999.99

CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE

MISCELLANEOUS:								
1-00-1000	5/13/2021	MISC.	000001	OPTUM BANK, INC.	20.00	OUTSTND	A	0/00/0000
1-00-1000	5/13/2021	MISC.	000002	PO HOLDING LLC	4.16	OUTSTND	A	0/00/0000
1-00-1000	5/27/2021	MISC.	000001	OPTUM BANK, INC.	20.90	OUTSTND	A	0/00/0000
1-00-1000	5/27/2021	MISC.	000002	OPTUM BANK, INC.	11.82	OUTSTND	A	0/00/0000
1-00-1000	5/27/2021	MISC.	000003	OPTUM BANK, INC.	16.46	OUTSTND	A	0/00/0000
1-00-1000	5/27/2021	MISC.	000004	PO HOLDING LLC	10.59	OUTSTND	A	0/00/0000
1-00-1000	5/27/2021	MISC.	000005	PO HOLDING LLC	4.16	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1-00-100				CHECK	TOTAL:	0.00		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	88.09		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		

COMPANY: 100 - GENERAL FUND
 ACCOUNT: 1-00-1015 CASH-BENEFITS TRUST
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 5/01/2021 THRU 5/31/2021
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-00-1015	5/04/2021	CHECK	920701	Superior Vision of Texas	664.36CR	OUTSTND	A	0/00/0000
1-00-1015	5/04/2021	CHECK	920702	LINCOLN NATIONAL LIFE INSURANC	7,219.79CR	OUTSTND	A	0/00/0000
1-00-1015	5/04/2021	CHECK	920703	DEER OAKS EAD SERVICES, LLC	80.58CR	OUTSTND	A	0/00/0000
1-00-1015	5/04/2021	CHECK	920704	UNITEDHEALTHCARE INSURANCE COM	51,225.78CR	OUTSTND	A	0/00/0000
1-00-1015	5/04/2021	CHECK	920705	AMERICAN HERITAGE LIFE INSURAN	1,245.60CR	OUTSTND	A	0/00/0000
1-00-1015	5/13/2021	CHECK	920706	PO HOLDING LLC	441.78CR	OUTSTND	A	0/00/0000
1-00-1015	5/13/2021	CHECK	920707	OPTUM BANK, INC.	924.40CR	OUTSTND	A	0/00/0000
1-00-1015	5/27/2021	CHECK	920708	PO HOLDING LLC	441.78CR	OUTSTND	A	0/00/0000
1-00-1015	5/27/2021	CHECK	920709	OPTUM BANK, INC.	924.40CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1-00-101				CHECK	TOTAL:	63,168.47CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		
TOTALS FOR GENERAL FUND				CHECK	TOTAL:	63,168.47CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	88.09		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		

COMPANY: 402 - CITY HALL CAPITAL PROJ FU

ACCOUNT: 1-00-1099 2015 C/O BOND

TYPE: All

STATUS: All

FOLIO: All

CHECK DATE: 5/01/2021 THRU 5/31/2021

CLEAR DATE: 0/00/0000 THRU 99/99/9999

STATEMENT: 0/00/0000 THRU 99/99/9999

VOIDED DATE: 0/00/0000 THRU 99/99/9999

AMOUNT: 0.00 THRU 999,999,999.99

CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
CHECK: -----								
1-00-1099	5/26/2021	CHECK	001050	MOTTLA ENTERPRISES, INC.	4,200.00CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1-00-109				CHECK	TOTAL:	4,200.00CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		
TOTALS FOR CITY HALL CAPITAL PROJ FU				CHECK	TOTAL:	4,200.00CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		

COMPANY: 425 - COVID-19 RESPONSE
 ACCOUNT: 1-00-1000 CLAIM ON CASH
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 5/01/2021 THRU 5/31/2021
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
MISCELLANEOUS:								
1-00-1000	5/27/2021	MISC.	000001	OPTUM BANK, INC.	20.90CR	OUTSTND	A	0/00/0000
1-00-1000	5/27/2021	MISC.	000002	OPTUM BANK, INC.	11.82CR	OUTSTND	A	0/00/0000
1-00-1000	5/27/2021	MISC.	000003	PO HOLDING LLC	10.59CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1-00-100				CHECK	TOTAL:	0.00		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	43.31CR		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		
TOTALS FOR COVID-19 RESPONSE				CHECK	TOTAL:	0.00		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	43.31CR		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		

COMPANY: 500 - WATER & SEWER FUND

ACCOUNT: 1-00-1000 CLAIM ON POOLED CASH

TYPE: All

STATUS: All

FOLIO: All

CHECK DATE: 5/01/2021 THRU 5/31/2021

CLEAR DATE: 0/00/0000 THRU 99/99/9999

STATEMENT: 0/00/0000 THRU 99/99/9999

VOIDED DATE: 0/00/0000 THRU 99/99/9999

AMOUNT: 0.00 THRU 999,999,999.99

CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
MISCELLANEOUS:								
1-00-1000	5/13/2021	MISC.	000001	OPTUM BANK, INC.	20.00CR	OUTSTND	A	0/00/0000
1-00-1000	5/13/2021	MISC.	000002	PO HOLDING LLC	4.16CR	OUTSTND	A	0/00/0000
1-00-1000	5/27/2021	MISC.	000001	OPTUM BANK, INC.	16.46CR	OUTSTND	A	0/00/0000
1-00-1000	5/27/2021	MISC.	000002	PO HOLDING LLC	4.16CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1-00-100				CHECK	TOTAL:	0.00		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	44.78CR		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		
TOTALS FOR WATER & SEWER FUND				CHECK	TOTAL:	0.00		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	44.78CR		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		

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

CHECK DATE: 5/01/2021 THRU 5/31/2021
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
BANK DRAFT:								
1-00-1099	5/13/2021	BANK-DRAFT	000259	INTERNAL REVENUE SERVICE	41,747.40CR	OUTSTND	A	0/00/0000
1-00-1099	5/13/2021	BANK-DRAFT	000260	TEXAS CHILD SUPPORT	2,046.93CR	OUTSTND	A	0/00/0000
1-00-1099	5/13/2021	BANK-DRAFT	000261	State Disbursement Unit	398.00CR	OUTSTND	A	0/00/0000
1-00-1099	5/27/2021	BANK-DRAFT	000262	INTERNAL REVENUE SERVICE	43,351.60CR	OUTSTND	A	0/00/0000
1-00-1099	5/27/2021	BANK-DRAFT	000263	TEXAS CHILD SUPPORT	2,046.93CR	OUTSTND	A	0/00/0000
1-00-1099	5/27/2021	BANK-DRAFT	000264	State Disbursement Unit	398.00CR	OUTSTND	A	0/00/0000
CHECK:								
1-00-1099	5/03/2021	CHECK	122115	IMPERATIVE INFORMATION GROUP,	470.00CR	OUTSTND	A	0/00/0000
1-00-1099	5/03/2021	CHECK	122116	DALLAS CO. DEPT OF HEALTH & HU	95.66CR	OUTSTND	A	0/00/0000
1-00-1099	5/03/2021	CHECK	122117	FLEET SERVICES	569.06CR	OUTSTND	A	0/00/0000
1-00-1099	5/03/2021	CHECK	122118	WAXAHACHIE DODGE, LLC	2,303.50CR	OUTSTND	A	0/00/0000
1-00-1099	5/03/2021	CHECK	122119	THE ADT SECURITY CORPORATION D	54.11CR	OUTSTND	A	0/00/0000
1-00-1099	5/03/2021	CHECK	122120	DAHILL OFFICE TECHNOLOGY CORPO	802.45CR	OUTSTND	A	0/00/0000
1-00-1099	5/04/2021	CHECK	122121	TEXAS MUNICIPAL	53,097.06CR	OUTSTND	A	0/00/0000
1-00-1099	5/04/2021	CHECK	122122	TXU ENERGY	28,165.50CR	OUTSTND	A	0/00/0000
1-00-1099	5/04/2021	CHECK	122123	PURCHASE POWER	5,260.99CR	OUTSTND	A	0/00/0000
1-00-1099	5/04/2021	CHECK	122124	METRO FIRE APPARATUS SPECIALIS	10,190.62CR	OUTSTND	A	0/00/0000
1-00-1099	5/04/2021	CHECK	122125	TPX COMMUNICATIONS	6,261.40CR	OUTSTND	A	0/00/0000
1-00-1099	5/04/2021	CHECK	122126	AIRESPRING INC.	3,396.70CR	OUTSTND	A	0/00/0000
1-00-1099	5/06/2021	CHECK	122127	KEITH'S ACE HARDWARE	322.07CR	OUTSTND	A	0/00/0000
1-00-1099	5/06/2021	CHECK	122128	FEDEX	18.88CR	OUTSTND	A	0/00/0000
1-00-1099	5/06/2021	CHECK	122129	IMPERATIVE INFORMATION GROUP,	42.50CR	OUTSTND	A	0/00/0000
1-00-1099	5/06/2021	CHECK	122130	Home Depot Credit Services	863.48CR	OUTSTND	A	0/00/0000
1-00-1099	5/06/2021	CHECK	122131	MASSEY'S TIRES & WHEELS	85.00CR	OUTSTND	A	0/00/0000
1-00-1099	5/06/2021	CHECK	122132	NATIONAL ALL PRO QUICK LUBE	534.20CR	OUTSTND	A	0/00/0000
1-00-1099	5/06/2021	CHECK	122133	OFFICE DEPOT (ONLINE)	365.21CR	OUTSTND	A	0/00/0000
1-00-1099	5/06/2021	CHECK	122134	RED OAK CAR WASH	17.00CR	OUTSTND	A	0/00/0000
1-00-1099	5/06/2021	CHECK	122135	AT&T	69.65CR	OUTSTND	A	0/00/0000
1-00-1099	5/06/2021	CHECK	122136	REVIVAL ANIMAL HEALTH & GREAT	77.98CR	OUTSTND	A	0/00/0000
1-00-1099	5/06/2021	CHECK	122137	TRANSUNION RISK AND ALTERNATIV	129.50CR	OUTSTND	A	0/00/0000
1-00-1099	5/06/2021	CHECK	122138	GREY MAN TACTICAL LLC	21.27CR	OUTSTND	A	0/00/0000
1-00-1099	5/13/2021	CHECK	122139	PAYROLL CHECK	1,493.62CR	OUTSTND	P	0/00/0000
1-00-1099	5/12/2021	CHECK	122140	FOCUS DAILY NEWS	68.75CR	OUTSTND	A	0/00/0000
1-00-1099	5/12/2021	CHECK	122141	O'REILLY AUTOMOTIVE, INC.	15.92CR	OUTSTND	A	0/00/0000
1-00-1099	5/12/2021	CHECK	122142	OMNIBASE SERVICES OF TEXAS	35.74CR	OUTSTND	A	0/00/0000
1-00-1099	5/12/2021	CHECK	122143	TEXAS MUNICIPAL LEAGUE	125.50CR	OUTSTND	A	0/00/0000
1-00-1099	5/12/2021	CHECK	122144	CHARTER BUSINESS COMMUNICATION	25.53CR	OUTSTND	A	0/00/0000
1-00-1099	5/12/2021	CHECK	122145	LogMeIn USA, Inc	621.00CR	OUTSTND	A	0/00/0000
1-00-1099	5/12/2021	CHECK	122146	CITY OF ARLINGTON	668.85CR	OUTSTND	A	0/00/0000
1-00-1099	5/12/2021	CHECK	122147	CASS ROBERT CALLAWAY	2,000.00CR	OUTSTND	A	0/00/0000
1-00-1099	5/12/2021	CHECK	122148	ALAN SIMS	150.00CR	OUTSTND	A	0/00/0000
1-00-1099	5/13/2021	CHECK	122149	ICMA	1,821.05CR	OUTSTND	A	0/00/0000
1-00-1099	5/13/2021	CHECK	122150	BAGSBY, CARLA	88.33CR	OUTSTND	A	0/00/0000

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

CHECK DATE: 5/01/2021 THRU 5/31/2021
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-00-1099	5/13/2021	CHECK	122151	WRIGHT, PATRICK	77.39CR	OUTSTND	A	0/00/0000
1-00-1099	5/13/2021	CHECK	122152	JEFFREY HUDGENS, VER	36.37CR	OUTSTND	A	0/00/0000
1-00-1099	5/13/2021	CHECK	122153	JORDAN, JACK	38.49CR	OUTSTND	A	0/00/0000
1-00-1099	5/13/2021	CHECK	122154	WOOD, MARK	9.02CR	OUTSTND	A	0/00/0000
1-00-1099	5/13/2021	CHECK	122155	BLANKENSHIP, BRITTAN	68.92CR	OUTSTND	A	0/00/0000
1-00-1099	5/13/2021	CHECK	122156	SIGNPOST HOMES	39.28CR	OUTSTND	A	0/00/0000
1-00-1099	5/13/2021	CHECK	122157	SMITH, DENNIS	99.92CR	OUTSTND	A	0/00/0000
1-00-1099	5/13/2021	CHECK	122158	MPSP-GH-TOWN & COUNT	34.46CR	OUTSTND	A	0/00/0000
1-00-1099	5/13/2021	CHECK	122159	HOLLEY, BURTIS & JOH	66.97CR	OUTSTND	A	0/00/0000
1-00-1099	5/13/2021	CHECK	122160	GODSEY, CATINA	26.84CR	OUTSTND	A	0/00/0000
1-00-1099	5/13/2021	CHECK	122161	FAJOBI, JANICE	46.55CR	OUTSTND	A	0/00/0000
1-00-1099	5/14/2021	CHECK	122162	PAYROLL CHECK	1,074.46CR	OUTSTND	P	0/00/0000
1-00-1099	5/14/2021	CHECK	122163	KEITH'S ACE HARDWARE	39.88CR	OUTSTND	A	0/00/0000
1-00-1099	5/14/2021	CHECK	122164	FEDEX	9.44CR	OUTSTND	A	0/00/0000
1-00-1099	5/14/2021	CHECK	122165	TYLER TECHNOLOGIES	433.00CR	OUTSTND	A	0/00/0000
1-00-1099	5/14/2021	CHECK	122166	LANGUAGE LINE SERVICES	27.27CR	OUTSTND	A	0/00/0000
1-00-1099	5/14/2021	CHECK	122167	NATIONAL ALL PRO QUICK LUBE	41.90CR	OUTSTND	A	0/00/0000
1-00-1099	5/14/2021	CHECK	122168	PITNEY BOWES GLOBAL FINANCIAL	187.11CR	OUTSTND	A	0/00/0000
1-00-1099	5/14/2021	CHECK	122169	RED OAK AUTO PARTS	176.58CR	OUTSTND	A	0/00/0000
1-00-1099	5/14/2021	CHECK	122170	WASTE MANAGEMENT DALLAS	75,275.18CR	OUTSTND	A	0/00/0000
1-00-1099	5/14/2021	CHECK	122171	BOUND TREE MEDICAL, LLC.	106.65CR	OUTSTND	A	0/00/0000
1-00-1099	5/14/2021	CHECK	122172	PRIMARY HEALTH, INC d/b/a CARE	226.00CR	OUTSTND	A	0/00/0000
1-00-1099	5/14/2021	CHECK	122173	CHARTER BUSINESS COMMUNICATION	44.64CR	OUTSTND	A	0/00/0000
1-00-1099	5/14/2021	CHECK	122174	NICHOLS, JACKSON, DILLARD, HAG	6,680.75CR	OUTSTND	A	0/00/0000
1-00-1099	5/14/2021	CHECK	122175	AT&T TOLL FREE	133.67CR	OUTSTND	A	0/00/0000
1-00-1099	5/14/2021	CHECK	122176	JZ SOUTHERN BOYZ SERVICES LLC	30,000.00CR	OUTSTND	A	0/00/0000
1-00-1099	5/14/2021	CHECK	122177	WADE TRIM INC	1,560.00CR	OUTSTND	A	0/00/0000
1-00-1099	5/14/2021	CHECK	122178	NORRIS D TEXAS LLC	2,707.50CR	OUTSTND	A	0/00/0000
1-00-1099	5/14/2021	CHECK	122179	WEST NORTH TEXAS INSPECTION SE	15,200.00CR	OUTSTND	A	0/00/0000
1-00-1099	5/19/2021	CHECK	122180	ATMOS ENERGY	186.19CR	OUTSTND	A	0/00/0000
1-00-1099	5/19/2021	CHECK	122181	BRITTON METER REPAIR	815.90CR	OUTSTND	A	0/00/0000
1-00-1099	5/19/2021	CHECK	122182	DE SOTO JANITORIAL SUPPLY	157.30CR	OUTSTND	A	0/00/0000
1-00-1099	5/19/2021	CHECK	122183	TRACTOR SUPPLY CO.	23.96CR	OUTSTND	A	0/00/0000
1-00-1099	5/19/2021	CHECK	122184	AT&T	1,169.36CR	OUTSTND	A	0/00/0000
1-00-1099	5/19/2021	CHECK	122185	CREDIT SYSTEMS INTERNATIONAL,	128.62CR	OUTSTND	A	0/00/0000
1-00-1099	5/19/2021	CHECK	122186	STONEHENGE PROPERTIES	807.66CR	OUTSTND	A	0/00/0000
1-00-1099	5/19/2021	CHECK	122187	TBI SOLUTIONS, LLC	1,630.00CR	OUTSTND	A	0/00/0000
1-00-1099	5/19/2021	CHECK	122188	VANHOOSER, JESSICA	150.00CR	OUTSTND	A	0/00/0000
1-00-1099	5/21/2021	CHECK	122189	KEITH'S ACE HARDWARE	17.53CR	OUTSTND	A	0/00/0000
1-00-1099	5/21/2021	CHECK	122190	ADAMS PHARMACY	70.00CR	OUTSTND	A	0/00/0000
1-00-1099	5/21/2021	CHECK	122191	AMERICAN TROPHY	60.00CR	OUTSTND	A	0/00/0000
1-00-1099	5/21/2021	CHECK	122192	BRITTON METER REPAIR	74.80CR	OUTSTND	A	0/00/0000
1-00-1099	5/21/2021	CHECK	122193	DALLAS WATER UTILITIES	116,644.19CR	OUTSTND	A	0/00/0000
1-00-1099	5/21/2021	CHECK	122194	MIPA ENTERPRISES, LLC	140.00CR	OUTSTND	A	0/00/0000

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

CHECK DATE: 5/01/2021 THRU 5/31/2021
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-00-1099	5/21/2021	CHECK	122195	HILCO ELECTRIC	7,577.08CR	OUTSTND	A	0/00/0000
1-00-1099	5/21/2021	CHECK	122196	Home Depot Credit Services	775.65CR	OUTSTND	A	0/00/0000
1-00-1099	5/21/2021	CHECK	122197	LANDMARK EQUIPMENT	4,163.79CR	OUTSTND	A	0/00/0000
1-00-1099	5/21/2021	CHECK	122198	NATIONAL ALL PRO QUICK LUBE	67.40CR	OUTSTND	A	0/00/0000
1-00-1099	5/21/2021	CHECK	122199	O'REILLY AUTOMOTIVE, INC.	392.75CR	OUTSTND	A	0/00/0000
1-00-1099	5/21/2021	CHECK	122200	POWERPLAN	715.27CR	OUTSTND	A	0/00/0000
1-00-1099	5/21/2021	CHECK	122201	RED BUD SUPPLY, INC.	509.73CR	OUTSTND	A	0/00/0000
1-00-1099	5/21/2021	CHECK	122202	RENTAL ONE	205.00CR	OUTSTND	A	0/00/0000
1-00-1099	5/21/2021	CHECK	122203	TRACTOR SUPPLY CO.	27.99CR	OUTSTND	A	0/00/0000
1-00-1099	5/21/2021	CHECK	122204	TRINITY RIVER AUTHORITY	307,046.00CR	OUTSTND	A	0/00/0000
1-00-1099	5/21/2021	CHECK	122205	WILLIS EXTERMINATING CO.	750.00CR	OUTSTND	A	0/00/0000
1-00-1099	5/21/2021	CHECK	122206	SHIPMAN TIRE & AUTO SERVICE	1,104.88CR	OUTSTND	A	0/00/0000
1-00-1099	5/21/2021	CHECK	122207	WADE TRIM INC	6,195.00CR	OUTSTND	A	0/00/0000
1-00-1099	5/21/2021	CHECK	122208	CITI CARD	2,300.52CR	OUTSTND	A	0/00/0000
1-00-1099	5/21/2021	CHECK	122209	KUBOTA TRACTOR CORPORATION	12,703.00CR	OUTSTND	A	0/00/0000
1-00-1099	5/21/2021	CHECK	122210	AIRESPRING INC.	9,295.72CR	OUTSTND	A	0/00/0000
1-00-1099	5/27/2021	CHECK	122211	PAYROLL CHECK	1,733.85CR	OUTSTND	P	0/00/0000
1-00-1099	5/27/2021	CHECK	122212	PAYROLL CHECK	1,271.54CR	OUTSTND	P	0/00/0000
1-00-1099	5/26/2021	CHECK	122213	GROSSMAN DESIGN BUILD, LLC	464,006.84CR	OUTSTND	A	0/00/0000
1-00-1099	5/26/2021	CHECK	122214	KEITH'S ACE HARDWARE	125.98CR	OUTSTND	A	0/00/0000
1-00-1099	5/26/2021	CHECK	122215	AIR SUPPLY	90.42CR	OUTSTND	A	0/00/0000
1-00-1099	5/26/2021	CHECK	122216	BRITTON METER REPAIR	967.73CR	OUTSTND	A	0/00/0000
1-00-1099	5/26/2021	CHECK	122217	DAVIS & STANTON	77.00CR	OUTSTND	A	0/00/0000
1-00-1099	5/26/2021	CHECK	122218	Home Depot Credit Services	524.18CR	OUTSTND	A	0/00/0000
1-00-1099	5/26/2021	CHECK	122219	MASSEY'S TIRES & WHEELS	155.00CR	OUTSTND	A	0/00/0000
1-00-1099	5/26/2021	CHECK	122220	OFFICE DEPOT (ONLINE)	121.91CR	OUTSTND	A	0/00/0000
1-00-1099	5/26/2021	CHECK	122221	RED BUD SUPPLY, INC.	318.33CR	OUTSTND	A	0/00/0000
1-00-1099	5/26/2021	CHECK	122222	CARLISLE CHEVROLET CADILLAC	3,293.01CR	OUTSTND	A	0/00/0000
1-00-1099	5/26/2021	CHECK	122223	DALLAS CO. DEPT OF HEALTH & HU	47.83CR	OUTSTND	A	0/00/0000
1-00-1099	5/26/2021	CHECK	122224	NEVILL FINANCIAL LEASING (CH)	347.08CR	OUTSTND	A	0/00/0000
1-00-1099	5/26/2021	CHECK	122225	MAC HAIK FORD	18.40CR	OUTSTND	A	0/00/0000
1-00-1099	5/26/2021	CHECK	122226	CONSOR ENGINEERS, LLC	585.00CR	OUTSTND	A	0/00/0000
1-00-1099	5/26/2021	CHECK	122227	DH Pace Company, Inc.	561.56CR	OUTSTND	A	0/00/0000
1-00-1099	5/26/2021	CHECK	122228	VARSITY BRANDS HOLDING CO., IN	2,328.75CR	OUTSTND	A	0/00/0000
1-00-1099	5/26/2021	CHECK	122229	T-MOBILE USA INC.	135.28CR	OUTSTND	A	0/00/0000
1-00-1099	5/26/2021	CHECK	122230	MDLAB, LLC	100.00CR	OUTSTND	A	0/00/0000
1-00-1099	5/26/2021	CHECK	122231	INSIGHT PUBLIC SECTOR	3,456.72CR	OUTSTND	A	0/00/0000
1-00-1099	5/26/2021	CHECK	122232	REVIVAL ANIMAL HEALTH & GREAT	154.95CR	OUTSTND	A	0/00/0000
1-00-1099	5/26/2021	CHECK	122233	DAHILL OFFICE TECHNOLOGY CORPO	1,140.25CR	OUTSTND	A	0/00/0000
1-00-1099	5/26/2021	CHECK	122234	SAFARILAND, LLC	220.48CR	OUTSTND	A	0/00/0000
1-00-1099	5/26/2021	CHECK	122235	RICHARD ALANIZ	97.00CR	OUTSTND	A	0/00/0000
1-00-1099	5/27/2021	CHECK	122236	ICMA	1,821.11CR	OUTSTND	A	0/00/0000
1-00-1099	5/28/2021	CHECK	122237	MCKEE, RONALD	23.98CR	OUTSTND	A	0/00/0000
1-00-1099	5/28/2021	CHECK	122238	CENTURY 21 JUDGE FIT	71.12CR	OUTSTND	A	0/00/0000

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

CHECK DATE: 5/01/2021 THRU 5/31/2021
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-00-1099	5/28/2021	CHECK	122239	SIDDIQI, FRAZ	10.99CR	OUTSTND	A	0/00/0000
1-00-1099	5/28/2021	CHECK	122240	BURTON PROPERTIES TX	39.19CR	OUTSTND	A	0/00/0000
1-00-1099	5/28/2021	CHECK	122241	NOVOA, MARIA	18.75CR	OUTSTND	A	0/00/0000
1-00-1099	5/28/2021	CHECK	122242	STARLIGHT HOMES	3.05CR	OUTSTND	A	0/00/0000
1-00-1099	5/28/2021	CHECK	122243	FLOWDEN, SHANTA	12.06CR	OUTSTND	A	0/00/0000
1-00-1099	5/28/2021	CHECK	122244	LENZY, BRIANA	127.11CR	OUTSTND	A	0/00/0000
1-00-1099	5/28/2021	CHECK	122245	FLURRY, CLIFF, BECKY	99.95CR	OUTSTND	A	0/00/0000
1-00-1099	5/28/2021	CHECK	122246	BARBER, LAKEISHA	10.38CR	OUTSTND	A	0/00/0000
1-00-1099	5/28/2021	CHECK	122247	CUMMING, TONY	53.15CR	OUTSTND	A	0/00/0000
1-00-1099	5/28/2021	CHECK	122248	HENDRIX, TRENTON/JEN	63.33CR	OUTSTND	A	0/00/0000
1-00-1099	5/28/2021	CHECK	122249	CRAWFORD, TIMOTHY	87.11CR	OUTSTND	A	0/00/0000
1-00-1099	5/28/2021	CHECK	122250	LANUZA/FONTES, ERICK	140.22CR	OUTSTND	A	0/00/0000
1-00-1099	5/28/2021	CHECK	122251	JOHNSON, BETTY	10.81CR	OUTSTND	A	0/00/0000
1-00-1099	5/28/2021	CHECK	122252	GALLOWAY, OLIVIA	68.50CR	OUTSTND	A	0/00/0000
1-00-1099	5/28/2021	CHECK	122253	SCHULER, MICHAEL & P	95.53CR	OUTSTND	A	0/00/0000
1-00-1099	5/28/2021	CHECK	122254	GILCO CONTRACTING IN	1,138.24CR	OUTSTND	A	0/00/0000
1-00-1099	5/28/2021	CHECK	122255	SMITH, LATRINA	3.80CR	OUTSTND	A	0/00/0000
1-00-1099	5/28/2021	CHECK	122256	KEITH'S ACE HARDWARE	143.47CR	OUTSTND	A	0/00/0000
1-00-1099	5/28/2021	CHECK	122257	USA BLUEBOOK	160.90CR	OUTSTND	A	0/00/0000
1-00-1099	5/28/2021	CHECK	122258	BRITTON METER REPAIR	1,087.48CR	OUTSTND	A	0/00/0000
1-00-1099	5/28/2021	CHECK	122259	GALLS INCORPORATED	454.08CR	OUTSTND	A	0/00/0000
1-00-1099	5/28/2021	CHECK	122260	ACTIONSHRED OF TEXAS	1,240.00CR	OUTSTND	A	0/00/0000
1-00-1099	5/28/2021	CHECK	122261	TRINITY RIVER AUTHORITY	528.00CR	OUTSTND	A	0/00/0000
1-00-1099	5/28/2021	CHECK	122262	TPX COMMUNICATIONS	6,429.50CR	OUTSTND	A	0/00/0000
1-00-1099	5/28/2021	CHECK	122263	TEXAS MATERIALS GROUP, INC.	2,239.75CR	OUTSTND	A	0/00/0000
1-00-1099	5/28/2021	CHECK	122264	THE ADT SECURITY CORPORATION D	54.11CR	OUTSTND	A	0/00/0000
1-00-1099	5/28/2021	CHECK	122265	VETERAN GARAGE DOOR	712.00CR	OUTSTND	A	0/00/0000
DEPOSIT:								
1-00-1099	5/03/2021	DEPOSIT		ONLINE PAYMNT 5/03/2021	14.00	OUTSTND	C	0/00/0000
1-00-1099	5/03/2021	DEPOSIT	000001	CASH RECEIPTS	1,997.55	OUTSTND	M	0/00/0000
1-00-1099	5/03/2021	DEPOSIT	000002	CREDIT CARDS 5/03/2021	2,769.79	OUTSTND	C	0/00/0000
1-00-1099	5/03/2021	DEPOSIT	000003	REGULAR DAILY DEP 5/03/2021	2,853.88	OUTSTND	C	0/00/0000
1-00-1099	5/03/2021	DEPOSIT	000004	ONLINE PAYMNT 5/03/2021	21,062.84	OUTSTND	C	0/00/0000
1-00-1099	5/03/2021	DEPOSIT	000005	CREDIT CARDS 5/03/2021	506.09	OUTSTND	C	0/00/0000
1-00-1099	5/03/2021	DEPOSIT	000006	CREDIT CARDS 5/03/2021	2,573.74	OUTSTND	C	0/00/0000
1-00-1099	5/03/2021	DEPOSIT	000007	REGULAR DAILY DEP 5/03/2021	3,616.27	OUTSTND	C	0/00/0000
1-00-1099	5/03/2021	DEPOSIT	000008	DAILY PAYMENT POSTING - ADJ	74.31CR	OUTSTND	U	0/00/0000
1-00-1099	5/04/2021	DEPOSIT		CREDIT CARDS 5/04/2021	1,138.15	OUTSTND	C	0/00/0000
1-00-1099	5/04/2021	DEPOSIT	000001	REGULAR DAILY DEP 5/04/2021	86,127.39	OUTSTND	C	0/00/0000
1-00-1099	5/04/2021	DEPOSIT	000002	CREDIT CARDS 5/04/2021	308.38	OUTSTND	C	0/00/0000
1-00-1099	5/04/2021	DEPOSIT	000003	ONLINE PAYMNT 5/04/2021	10.50	OUTSTND	C	0/00/0000
1-00-1099	5/04/2021	DEPOSIT	000004	CASH RECEIPTS	2,138.20	OUTSTND	M	0/00/0000
1-00-1099	5/04/2021	DEPOSIT	000005	CREDIT CARDS 5/04/2021	1,413.27	OUTSTND	C	0/00/0000

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

CHECK DATE: 5/01/2021 THRU 5/31/2021
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT---	STATUS	FOLIO	CLEAR DATE
DEPOSIT:								
1-00-1099	5/04/2021	DEPOSIT	000006	REGULAR DAILY DEP 5/04/2021	404.12	OUTSTND	C	0/00/0000
1-00-1099	5/04/2021	DEPOSIT	000007	ONLINE PAYMNT 5/04/2021	5,578.24	OUTSTND	C	0/00/0000
1-00-1099	5/04/2021	DEPOSIT	000008	CREDIT CARDS 5/04/2021	1,553.14	OUTSTND	C	0/00/0000
1-00-1099	5/04/2021	DEPOSIT	000009	REGULAR DAILY DEP 5/04/2021	1,398.32	OUTSTND	C	0/00/0000
1-00-1099	5/04/2021	DEPOSIT	000010	CREDIT CARDS 5/04/2021	231.59	OUTSTND	C	0/00/0000
1-00-1099	5/05/2021	DEPOSIT		DAILY PAYMENT POSTING	60.00	OUTSTND	U	0/00/0000
1-00-1099	5/05/2021	DEPOSIT	000001	ONLINE PAYMNT 5/05/2021	3.50	OUTSTND	C	0/00/0000
1-00-1099	5/05/2021	DEPOSIT	000002	CASH RECEIPTS	1,210.90	OUTSTND	M	0/00/0000
1-00-1099	5/05/2021	DEPOSIT	000003	CREDIT CARDS 5/05/2021	1,714.95	OUTSTND	C	0/00/0000
1-00-1099	5/05/2021	DEPOSIT	000004	REGULAR DAILY DEP 5/05/2021	10.00	OUTSTND	C	0/00/0000
1-00-1099	5/05/2021	DEPOSIT	000005	CREDIT CARDS 5/05/2021	108.15	OUTSTND	C	0/00/0000
1-00-1099	5/05/2021	DEPOSIT	000006	ONLINE PAYMNT 5/05/2021	8,685.00	OUTSTND	C	0/00/0000
1-00-1099	5/05/2021	DEPOSIT	000007	CREDIT CARDS 5/05/2021	655.12	OUTSTND	C	0/00/0000
1-00-1099	5/05/2021	DEPOSIT	000008	REGULAR DAILY DEP 5/05/2021	795.01	OUTSTND	C	0/00/0000
1-00-1099	5/05/2021	DEPOSIT	000009	CREDIT CARDS 5/05/2021	2,707.70	OUTSTND	C	0/00/0000
1-00-1099	5/05/2021	DEPOSIT	000010	REGULAR DAILY DEP 5/05/2021	3,752.43	OUTSTND	C	0/00/0000
1-00-1099	5/06/2021	DEPOSIT		CREDIT CARDS 5/06/2021	448.05	OUTSTND	C	0/00/0000
1-00-1099	5/06/2021	DEPOSIT	000001	REGULAR DAILY DEP 5/06/2021	10.00	OUTSTND	C	0/00/0000
1-00-1099	5/06/2021	DEPOSIT	000002	CREDIT CARDS 5/06/2021	3,251.27	OUTSTND	C	0/00/0000
1-00-1099	5/06/2021	DEPOSIT	000003	REGULAR DAILY DEP 5/06/2021	11,719.76	OUTSTND	C	0/00/0000
1-00-1099	5/06/2021	DEPOSIT	000004	ONLINE PAYMNT 5/06/2021	10,770.12	OUTSTND	C	0/00/0000
1-00-1099	5/06/2021	DEPOSIT	000005	CREDIT CARDS 5/06/2021	2,051.28	OUTSTND	C	0/00/0000
1-00-1099	5/06/2021	DEPOSIT	000006	REGULAR DAILY DEP 5/06/2021	446.00	OUTSTND	C	0/00/0000
1-00-1099	5/07/2021	DEPOSIT		CREDIT CARDS 5/07/2021	3,011.21	OUTSTND	C	0/00/0000
1-00-1099	5/07/2021	DEPOSIT	000001	REGULAR DAILY DEP 5/07/2021	106,453.09	OUTSTND	C	0/00/0000
1-00-1099	5/07/2021	DEPOSIT	000002	ONLINE PAYMNT 5/07/2021	3.50	OUTSTND	C	0/00/0000
1-00-1099	5/07/2021	DEPOSIT	000003	ONLINE PAYMNT 5/07/2021	10.50	OUTSTND	C	0/00/0000
1-00-1099	5/07/2021	DEPOSIT	000004	CASH RECEIPTS	2,781.35	OUTSTND	M	0/00/0000
1-00-1099	5/07/2021	DEPOSIT	000005	CREDIT CARDS 5/07/2021	3,045.87	OUTSTND	C	0/00/0000
1-00-1099	5/07/2021	DEPOSIT	000006	ONLINE PAYMNT 5/07/2021	14,329.74	OUTSTND	C	0/00/0000
1-00-1099	5/07/2021	DEPOSIT	000007	CREDIT CARDS 5/07/2021	2,099.15	OUTSTND	C	0/00/0000
1-00-1099	5/07/2021	DEPOSIT	000008	REGULAR DAILY DEP 5/07/2021	9,873.69	OUTSTND	C	0/00/0000
1-00-1099	5/10/2021	DEPOSIT		DAILY PAYMENT POSTING - ADJ	83.23CR	OUTSTND	U	0/00/0000
1-00-1099	5/10/2021	DEPOSIT	000001	CREDIT CARDS 5/10/2021	478.95	OUTSTND	C	0/00/0000
1-00-1099	5/10/2021	DEPOSIT	000002	ONLINE PAYMNT 5/10/2021	10.50	OUTSTND	C	0/00/0000
1-00-1099	5/10/2021	DEPOSIT	000003	CASH RECEIPTS	2,022.70	OUTSTND	M	0/00/0000
1-00-1099	5/10/2021	DEPOSIT	000004	ONLINE PAYMNT 5/10/2021	16,295.90	OUTSTND	C	0/00/0000
1-00-1099	5/10/2021	DEPOSIT	000005	CREDIT CARDS 5/10/2021	1,914.41	OUTSTND	C	0/00/0000
1-00-1099	5/10/2021	DEPOSIT	000006	REGULAR DAILY DEP 5/10/2021	19,426.87	OUTSTND	C	0/00/0000
1-00-1099	5/10/2021	DEPOSIT	000007	CREDIT CARDS 5/10/2021	747.77	OUTSTND	C	0/00/0000
1-00-1099	5/10/2021	DEPOSIT	000008	REGULAR DAILY DEP 5/10/2021	3,853.73	OUTSTND	C	0/00/0000
1-00-1099	5/10/2021	DEPOSIT	000009	CREDIT CARDS 5/10/2021	1,448.38	OUTSTND	C	0/00/0000
1-00-1099	5/10/2021	DEPOSIT	000010	REGULAR DAILY DEP 5/10/2021	244.31	OUTSTND	C	0/00/0000
1-00-1099	5/10/2021	DEPOSIT	000011	CREDIT CARDS 5/10/2021	1,888.85	OUTSTND	C	0/00/0000

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

CHECK DATE: 5/01/2021 THRU 5/31/2021
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT---	STATUS	FOLIO	CLEAR DATE
DEPOSIT:								
1-00-1099	5/10/2021	DEPOSIT	000012	REGULAR DAILY DEP 5/10/2021	9,492.25	OUTSTND	C	0/00/0000
1-00-1099	5/11/2021	DEPOSIT		CREDIT CARDS 5/11/2021	1,583.75	OUTSTND	C	0/00/0000
1-00-1099	5/11/2021	DEPOSIT	000001	ONLINE PAYMNT 5/11/2021	3.50	OUTSTND	C	0/00/0000
1-00-1099	5/11/2021	DEPOSIT	000002	CASH RECEIPTS	1,236.10	OUTSTND	M	0/00/0000
1-00-1099	5/11/2021	DEPOSIT	000003	CREDIT CARDS 5/11/2021	1,569.92	OUTSTND	C	0/00/0000
1-00-1099	5/11/2021	DEPOSIT	000004	CREDIT CARDS 5/11/2021	1,999.24	OUTSTND	C	0/00/0000
1-00-1099	5/11/2021	DEPOSIT	000005	REGULAR DAILY DEP 5/11/2021	5,681.42	OUTSTND	C	0/00/0000
1-00-1099	5/11/2021	DEPOSIT	000006	ONLINE PAYMNT 5/11/2021	7,824.21	OUTSTND	C	0/00/0000
1-00-1099	5/11/2021	DEPOSIT	000007	CREDIT CARDS 5/11/2021	492.26	OUTSTND	C	0/00/0000
1-00-1099	5/12/2021	DEPOSIT		CREDIT CARDS 5/12/2021	1,508.69	OUTSTND	C	0/00/0000
1-00-1099	5/12/2021	DEPOSIT	000001	ONLINE PAYMNT 5/12/2021	7.00	OUTSTND	C	0/00/0000
1-00-1099	5/12/2021	DEPOSIT	000002	CASH RECEIPTS	1,527.60	OUTSTND	M	0/00/0000
1-00-1099	5/12/2021	DEPOSIT	000003	CREDIT CARDS 5/12/2021	3,523.40	OUTSTND	C	0/00/0000
1-00-1099	5/12/2021	DEPOSIT	000004	REGULAR DAILY DEP 5/12/2021	3,764.97	OUTSTND	C	0/00/0000
1-00-1099	5/12/2021	DEPOSIT	000005	ONLINE PAYMNT 5/12/2021	9,698.79	OUTSTND	C	0/00/0000
1-00-1099	5/12/2021	DEPOSIT	000006	CASH RECEIPTS	231.00	OUTSTND	M	0/00/0000
1-00-1099	5/12/2021	DEPOSIT	000007	CREDIT CARDS 5/12/2021	1,461.59	OUTSTND	C	0/00/0000
1-00-1099	5/12/2021	DEPOSIT	000008	CREDIT CARDS 5/12/2021	2,870.60	OUTSTND	C	0/00/0000
1-00-1099	5/12/2021	DEPOSIT	000009	REGULAR DAILY DEP 5/12/2021	9,835.23	OUTSTND	C	0/00/0000
1-00-1099	5/13/2021	DEPOSIT		CREDIT CARDS 5/13/2021	448.05	OUTSTND	C	0/00/0000
1-00-1099	5/13/2021	DEPOSIT	000001	REGULAR DAILY DEP 5/13/2021	77,963.49	OUTSTND	C	0/00/0000
1-00-1099	5/13/2021	DEPOSIT	000002	ONLINE PAYMNT 5/13/2021	7.00	OUTSTND	C	0/00/0000
1-00-1099	5/13/2021	DEPOSIT	000003	CASH RECEIPTS	2,061.00	OUTSTND	M	0/00/0000
1-00-1099	5/13/2021	DEPOSIT	000004	ONLINE PAYMNT 5/13/2021	12,633.50	OUTSTND	C	0/00/0000
1-00-1099	5/13/2021	DEPOSIT	000005	CREDIT CARDS 5/13/2021	4,483.33	OUTSTND	C	0/00/0000
1-00-1099	5/13/2021	DEPOSIT	000006	REGULAR DAILY DEP 5/13/2021	14,719.28	OUTSTND	C	0/00/0000
1-00-1099	5/13/2021	DEPOSIT	000007	CREDIT CARDS 5/13/2021	3,383.20	OUTSTND	C	0/00/0000
1-00-1099	5/13/2021	DEPOSIT	000008	REGULAR DAILY DEP 5/13/2021	10,884.79	OUTSTND	C	0/00/0000
1-00-1099	5/13/2021	DEPOSIT	000009	CREDIT CARDS 5/13/2021	2,563.62	OUTSTND	C	0/00/0000
1-00-1099	5/13/2021	DEPOSIT	000010	REGULAR DAILY DEP 5/13/2021	15,114.13	OUTSTND	C	0/00/0000
1-00-1099	5/14/2021	DEPOSIT		CREDIT CARDS 5/14/2021	6,332.87	OUTSTND	C	0/00/0000
1-00-1099	5/14/2021	DEPOSIT	000001	REGULAR DAILY DEP 5/14/2021	18,742.05	OUTSTND	C	0/00/0000
1-00-1099	5/14/2021	DEPOSIT	000002	CREDIT CARDS 5/14/2021	654.05	OUTSTND	C	0/00/0000
1-00-1099	5/14/2021	DEPOSIT	000003	REGULAR DAILY DEP 5/14/2021	168,871.56	OUTSTND	C	0/00/0000
1-00-1099	5/14/2021	DEPOSIT	000004	ONLINE PAYMNT 5/14/2021	10.50	OUTSTND	C	0/00/0000
1-00-1099	5/14/2021	DEPOSIT	000005	ONLINE PAYMNT 5/14/2021	7.00	OUTSTND	C	0/00/0000
1-00-1099	5/14/2021	DEPOSIT	000006	CASH RECEIPTS	2,443.60	OUTSTND	M	0/00/0000
1-00-1099	5/14/2021	DEPOSIT	000007	ONLINE PAYMNT 5/14/2021	35,259.20	OUTSTND	C	0/00/0000
1-00-1099	5/14/2021	DEPOSIT	000008	CREDIT CARDS 5/14/2021	5,792.36	OUTSTND	C	0/00/0000
1-00-1099	5/14/2021	DEPOSIT	000009	REGULAR DAILY DEP 5/14/2021	3,631.66	OUTSTND	C	0/00/0000
1-00-1099	5/14/2021	DEPOSIT	000010	CREDIT CARDS 5/14/2021	5,432.37	OUTSTND	C	0/00/0000
1-00-1099	5/14/2021	DEPOSIT	000011	REGULAR DAILY DEP 5/14/2021	29,840.64	OUTSTND	C	0/00/0000
1-00-1099	5/14/2021	DEPOSIT	000012	DAILY PAYMENT POSTING	103.95	OUTSTND	U	0/00/0000
1-00-1099	5/15/2021	DEPOSIT		DAILY PAYMENT POSTING - ADJ	301.75CR	OUTSTND	U	0/00/0000

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

CHECK DATE: 5/01/2021 THRU 5/31/2021
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT---	STATUS	FOLIO	CLEAR DATE
DEPOSIT:								
1-00-1099	5/17/2021	DEPOSIT		DRAFT POSTING	29,263.84	OUTSTND	U	0/00/0000
1-00-1099	5/17/2021	DEPOSIT	000001	CREDIT CARDS 5/17/2021	1,316.87	OUTSTND	C	0/00/0000
1-00-1099	5/17/2021	DEPOSIT	000002	CREDIT CARDS 5/17/2021	3,850.68	OUTSTND	C	0/00/0000
1-00-1099	5/17/2021	DEPOSIT	000003	REGULAR DAILY DEP 5/17/2021	29,172.96	OUTSTND	C	0/00/0000
1-00-1099	5/17/2021	DEPOSIT	000004	ONLINE PAYMNT 5/17/2021	63,206.15	OUTSTND	C	0/00/0000
1-00-1099	5/17/2021	DEPOSIT	000005	CREDIT CARDS 5/17/2021	6,154.03	OUTSTND	C	0/00/0000
1-00-1099	5/17/2021	DEPOSIT	000006	REGULAR DAILY DEP 5/17/2021	14,492.61	OUTSTND	C	0/00/0000
1-00-1099	5/17/2021	DEPOSIT	000007	CREDIT CARDS 5/17/2021	2,805.01	OUTSTND	C	0/00/0000
1-00-1099	5/17/2021	DEPOSIT	000008	REGULAR DAILY DEP 5/17/2021	140,915.31	OUTSTND	C	0/00/0000
1-00-1099	5/17/2021	DEPOSIT	000009	DAILY PAYMENT POSTING - ADJ	75.19CR	OUTSTND	U	0/00/0000
1-00-1099	5/17/2021	DEPOSIT	000010	DAILY PAYMENT POSTING	65.19	OUTSTND	U	0/00/0000
1-00-1099	5/18/2021	DEPOSIT		DAILY PAYMENT POSTING	119.34	OUTSTND	U	0/00/0000
1-00-1099	5/18/2021	DEPOSIT	000001	CREDIT CARDS 5/18/2021	1,962.15	OUTSTND	C	0/00/0000
1-00-1099	5/18/2021	DEPOSIT	000002	REGULAR DAILY DEP 5/18/2021	5.00	OUTSTND	C	0/00/0000
1-00-1099	5/18/2021	DEPOSIT	000003	ONLINE PAYMNT 5/18/2021	7.00	OUTSTND	C	0/00/0000
1-00-1099	5/18/2021	DEPOSIT	000004	ONLINE PAYMNT 5/18/2021	10.50	OUTSTND	C	0/00/0000
1-00-1099	5/18/2021	DEPOSIT	000005	CASH RECEIPTS	2,145.25	OUTSTND	M	0/00/0000
1-00-1099	5/18/2021	DEPOSIT	000006	ONLINE PAYMNT 5/18/2021	7,647.15	OUTSTND	C	0/00/0000
1-00-1099	5/18/2021	DEPOSIT	000007	CREDIT CARDS 5/18/2021	4,518.26	OUTSTND	C	0/00/0000
1-00-1099	5/18/2021	DEPOSIT	000008	REGULAR DAILY DEP 5/18/2021	9,692.61	OUTSTND	C	0/00/0000
1-00-1099	5/18/2021	DEPOSIT	000009	CREDIT CARDS 5/18/2021	2,659.19	OUTSTND	C	0/00/0000
1-00-1099	5/18/2021	DEPOSIT	000010	REGULAR DAILY DEP 5/18/2021	18,514.99	OUTSTND	C	0/00/0000
1-00-1099	5/19/2021	DEPOSIT		ONLINE PAYMNT 5/19/2021	3.50	OUTSTND	C	0/00/0000
1-00-1099	5/19/2021	DEPOSIT	000001	CASH RECEIPTS	1,190.90	OUTSTND	M	0/00/0000
1-00-1099	5/19/2021	DEPOSIT	000002	CREDIT CARDS 5/19/2021	1,287.72	OUTSTND	C	0/00/0000
1-00-1099	5/19/2021	DEPOSIT	000003	REGULAR DAILY DEP 5/19/2021	1,551.02	OUTSTND	C	0/00/0000
1-00-1099	5/19/2021	DEPOSIT	000004	ONLINE PAYMNT 5/19/2021	7,223.50	OUTSTND	C	0/00/0000
1-00-1099	5/19/2021	DEPOSIT	000005	ONLINE PAYMNT 5/19/2021	7.00	OUTSTND	C	0/00/0000
1-00-1099	5/19/2021	DEPOSIT	000006	CREDIT CARDS 5/19/2021	1,341.72	OUTSTND	C	0/00/0000
1-00-1099	5/19/2021	DEPOSIT	000007	REGULAR DAILY DEP 5/19/2021	2,476.48	OUTSTND	C	0/00/0000
1-00-1099	5/19/2021	DEPOSIT	000008	CASH RECEIPTS	706.80	OUTSTND	M	0/00/0000
1-00-1099	5/19/2021	DEPOSIT	000009	CREDIT CARDS 5/19/2021	371.55	OUTSTND	C	0/00/0000
1-00-1099	5/19/2021	DEPOSIT	000010	DAILY PAYMENT POSTING - ADJ	49.76CR	OUTSTND	U	0/00/0000
1-00-1099	5/20/2021	DEPOSIT		CREDIT CARDS 5/20/2021	584.40	OUTSTND	C	0/00/0000
1-00-1099	5/20/2021	DEPOSIT	000001	ONLINE PAYMNT 5/20/2021	17.50	OUTSTND	C	0/00/0000
1-00-1099	5/20/2021	DEPOSIT	000002	CASH RECEIPTS	3,235.50	OUTSTND	M	0/00/0000
1-00-1099	5/20/2021	DEPOSIT	000003	ONLINE PAYMNT 5/20/2021	4,496.09	OUTSTND	C	0/00/0000
1-00-1099	5/20/2021	DEPOSIT	000004	CREDIT CARDS 5/20/2021	1,442.45	OUTSTND	C	0/00/0000
1-00-1099	5/20/2021	DEPOSIT	000005	REGULAR DAILY DEP 5/20/2021	1,152.75	OUTSTND	C	0/00/0000
1-00-1099	5/20/2021	DEPOSIT	000006	CREDIT CARDS 5/20/2021	932.48	OUTSTND	C	0/00/0000
1-00-1099	5/20/2021	DEPOSIT	000007	CREDIT CARDS 5/20/2021	127.20	OUTSTND	C	0/00/0000
1-00-1099	5/20/2021	DEPOSIT	000008	REGULAR DAILY DEP 5/20/2021	810.91	OUTSTND	C	0/00/0000
1-00-1099	5/20/2021	DEPOSIT	000009	DAILY PAYMENT POSTING - ADJ	103.37CR	OUTSTND	U	0/00/0000
1-00-1099	5/21/2021	DEPOSIT		REGULAR DAILY DEP 5/21/2021	528.00	OUTSTND	C	0/00/0000

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

CHECK DATE: 5/01/2021 THRU 5/31/2021
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT---	STATUS	FOLIO	CLEAR DATE
DEPOSIT:								
1-00-1099	5/21/2021	DEPOSIT	000001	CREDIT CARDS 5/21/2021	2,665.89	OUTSTND	C	0/00/0000
1-00-1099	5/21/2021	DEPOSIT	000002	REGULAR DAILY DEP 5/21/2021	1,339.45	OUTSTND	C	0/00/0000
1-00-1099	5/21/2021	DEPOSIT	000003	ONLINE PAYMNT 5/21/2021	6,570.50	OUTSTND	C	0/00/0000
1-00-1099	5/21/2021	DEPOSIT	000004	CASH RECEIPTS	1,373.90	OUTSTND	M	0/00/0000
1-00-1099	5/21/2021	DEPOSIT	000005	CREDIT CARDS 5/21/2021	2,204.51	OUTSTND	C	0/00/0000
1-00-1099	5/21/2021	DEPOSIT	000006	REGULAR DAILY DEP 5/21/2021	8,596.50	OUTSTND	C	0/00/0000
1-00-1099	5/21/2021	DEPOSIT	000007	CREDIT CARDS 5/21/2021	645.70	OUTSTND	C	0/00/0000
1-00-1099	5/21/2021	DEPOSIT	000008	REGULAR DAILY DEP 5/21/2021	3,639.54	OUTSTND	C	0/00/0000
1-00-1099	5/24/2021	DEPOSIT		CREDIT CARDS 5/24/2021	1,059.61	OUTSTND	C	0/00/0000
1-00-1099	5/24/2021	DEPOSIT	000001	ONLINE PAYMNT 5/24/2021	10.50	OUTSTND	C	0/00/0000
1-00-1099	5/24/2021	DEPOSIT	000002	CASH RECEIPTS	962.00	OUTSTND	M	0/00/0000
1-00-1099	5/24/2021	DEPOSIT	000003	CREDIT CARDS 5/24/2021	2,224.21	OUTSTND	C	0/00/0000
1-00-1099	5/24/2021	DEPOSIT	000004	REGULAR DAILY DEP 5/24/2021	3,541.82	OUTSTND	C	0/00/0000
1-00-1099	5/24/2021	DEPOSIT	000005	CREDIT CARDS 5/24/2021	599.08	OUTSTND	C	0/00/0000
1-00-1099	5/24/2021	DEPOSIT	000006	REGULAR DAILY DEP 5/24/2021	2,192.75	OUTSTND	C	0/00/0000
1-00-1099	5/24/2021	DEPOSIT	000007	ONLINE PAYMNT 5/24/2021	5,736.86	OUTSTND	C	0/00/0000
1-00-1099	5/25/2021	DEPOSIT		CREDIT CARDS 5/25/2021	1,004.25	OUTSTND	C	0/00/0000
1-00-1099	5/25/2021	DEPOSIT	000001	REGULAR DAILY DEP 5/25/2021	62,349.32	OUTSTND	C	0/00/0000
1-00-1099	5/25/2021	DEPOSIT	000002	CREDIT CARDS 5/25/2021	1,220.32	OUTSTND	C	0/00/0000
1-00-1099	5/25/2021	DEPOSIT	000003	REGULAR DAILY DEP 5/25/2021	4,477.76	OUTSTND	C	0/00/0000
1-00-1099	5/25/2021	DEPOSIT	000004	CREDIT CARDS 5/25/2021	129.26	OUTSTND	C	0/00/0000
1-00-1099	5/25/2021	DEPOSIT	000005	ONLINE PAYMNT 5/25/2021	3,342.48	OUTSTND	C	0/00/0000
1-00-1099	5/25/2021	DEPOSIT	000006	CREDIT CARDS 5/25/2021	773.12	OUTSTND	C	0/00/0000
1-00-1099	5/25/2021	DEPOSIT	000007	REGULAR DAILY DEP 5/25/2021	1,091.07	OUTSTND	C	0/00/0000
1-00-1099	5/26/2021	DEPOSIT		ONLINE PAYMNT 5/26/2021	3.50	OUTSTND	C	0/00/0000
1-00-1099	5/26/2021	DEPOSIT	000001	CASH RECEIPTS	606.90	OUTSTND	M	0/00/0000
1-00-1099	5/26/2021	DEPOSIT	000002	CREDIT CARDS 5/26/2021	1,142.89	OUTSTND	C	0/00/0000
1-00-1099	5/26/2021	DEPOSIT	000003	REGULAR DAILY DEP 5/26/2021	100.00	OUTSTND	C	0/00/0000
1-00-1099	5/26/2021	DEPOSIT	000004	ONLINE PAYMNT 5/26/2021	25,832.20	OUTSTND	C	0/00/0000
1-00-1099	5/26/2021	DEPOSIT	000005	CREDIT CARDS 5/26/2021	137.78	OUTSTND	C	0/00/0000
1-00-1099	5/26/2021	DEPOSIT	000006	REGULAR DAILY DEP 5/26/2021	103,069.57	OUTSTND	C	0/00/0000
1-00-1099	5/26/2021	DEPOSIT	000007	CREDIT CARDS 5/26/2021	1,279.52	OUTSTND	C	0/00/0000
1-00-1099	5/26/2021	DEPOSIT	000008	REGULAR DAILY DEP 5/26/2021	2,606.14	OUTSTND	C	0/00/0000
1-00-1099	5/26/2021	DEPOSIT	000009	CREDIT CARDS 5/26/2021	228.50	OUTSTND	C	0/00/0000
1-00-1099	5/26/2021	DEPOSIT	000010	REGULAR DAILY DEP 5/26/2021	1,243.32	OUTSTND	C	0/00/0000
1-00-1099	5/27/2021	DEPOSIT		CREDIT CARDS 5/27/2021	1,543.95	OUTSTND	C	0/00/0000
1-00-1099	5/27/2021	DEPOSIT	000001	REGULAR DAILY DEP 5/27/2021	697.45	OUTSTND	C	0/00/0000
1-00-1099	5/27/2021	DEPOSIT	000002	CREDIT CARDS 5/27/2021	1,071.20	OUTSTND	C	0/00/0000
1-00-1099	5/27/2021	DEPOSIT	000003	REGULAR DAILY DEP 5/27/2021	100.00	OUTSTND	C	0/00/0000
1-00-1099	5/27/2021	DEPOSIT	000004	ONLINE PAYMNT 5/27/2021	10.50	OUTSTND	C	0/00/0000
1-00-1099	5/27/2021	DEPOSIT	000005	CASH RECEIPTS	1,431.20	OUTSTND	M	0/00/0000
1-00-1099	5/27/2021	DEPOSIT	000006	CREDIT CARDS 5/27/2021	1,683.54	OUTSTND	C	0/00/0000
1-00-1099	5/27/2021	DEPOSIT	000007	REGULAR DAILY DEP 5/27/2021	1,996.75	OUTSTND	C	0/00/0000
1-00-1099	5/27/2021	DEPOSIT	000008	ONLINE PAYMNT 5/27/2021	7,591.51	OUTSTND	C	0/00/0000

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

CHECK DATE: 5/01/2021 THRU 5/31/2021
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
DEPOSIT: -----								
1-00-1099	5/28/2021	DEPOSIT		CREDIT CARDS 5/28/2021	378.72	OUTSTND	C	0/00/0000
1-00-1099	5/28/2021	DEPOSIT	000001	REGULAR DAILY DEP 5/28/2021	390.00	OUTSTND	C	0/00/0000
1-00-1099	5/28/2021	DEPOSIT	000002	CREDIT CARDS 5/28/2021	75.00	OUTSTND	C	0/00/0000
1-00-1099	5/28/2021	DEPOSIT	000003	ONLINE PAYMNT 5/28/2021	7.00	OUTSTND	C	0/00/0000
1-00-1099	5/28/2021	DEPOSIT	000004	CASH RECEIPTS	1,336.25	OUTSTND	M	0/00/0000
1-00-1099	5/28/2021	DEPOSIT	000005	CREDIT CARDS 5/28/2021	2,901.50	OUTSTND	C	0/00/0000
1-00-1099	5/28/2021	DEPOSIT	000006	CREDIT CARDS 5/28/2021	2,031.70	OUTSTND	C	0/00/0000
1-00-1099	5/28/2021	DEPOSIT	000007	REGULAR DAILY DEP 5/28/2021	2,863.13	OUTSTND	C	0/00/0000
1-00-1099	5/28/2021	DEPOSIT	000008	ONLINE PAYMNT 5/28/2021	11,290.59	OUTSTND	C	0/00/0000
MISCELLANEOUS: -----								
1-00-1099	5/13/2021	MISC.		PAYROLL DIRECT DEPOSIT	130,021.16CR	OUTSTND	P	0/00/0000
1-00-1099	5/13/2021	MISC.	999999	PAYROLL CHECK	1,074.46	OUTSTND	P	0/00/0000
1-00-1099	5/27/2021	MISC.		PAYROLL DIRECT DEPOSIT	131,782.07CR	OUTSTND	P	0/00/0000
TOTALS FOR ACCOUNT 1-00-109				CHECK TOTAL:	1,229,528.37CR			
				DEPOSIT TOTAL:	1,518,454.55			
				INTEREST TOTAL:	0.00			
				MISCELLANEOUS TOTAL:	260,728.77CR			
				SERVICE CHARGE TOTAL:	0.00			
				EFT TOTAL:	0.00			
				BANK-DRAFT TOTAL:	89,988.86CR			
TOTALS FOR POOLED CASH FUND				CHECK TOTAL:	1,229,528.37CR			
				DEPOSIT TOTAL:	1,518,454.55			
				INTEREST TOTAL:	0.00			
				MISCELLANEOUS TOTAL:	260,728.77CR			
				SERVICE CHARGE TOTAL:	0.00			
				EFT TOTAL:	0.00			
				BANK-DRAFT TOTAL:	89,988.86CR			

CITY OF GLENN HEIGHTS

MAY 2021 OVERTIME REPORT

FIRE

EMP NO#	----- NAME -----	HOURS	AMOUNT
01-XXXX	FIREFIGHTER/PARAMEDIC	28	790.16
01-XXXX	DRIVER/EMT	28	904.15
01-XXXX	DRIVER/ENGINEER	4	136.06
01-XXXX	FIREFIGHTER/EMT	28	733.74
01-XXXX	FIREFIGHTER/PARAMEDIC	6.5	193.99
*** DEPARTMENT TOTALS ***		94.5	2,758.10

***COVERAGE FOR VACATION, SICK LEAVE AND BUILT IN/SCHEDULED OVERTIME.

POLICE

EMP NO#	----- NAME -----	HOURS	AMOUNT
01-XXXX	COMMUNICATIONS OFFICER	2	54.92
01-XXXX	POLICE OFFICER	5	228.26
01-XXXX	POLICE OFFICER	23.5	904.52
01-XXXX	COMMUNICATIONS OFFICER	8	239.95
01-XXXX	DISPATCH SUPERVISOR	6	221.66
01-XXXX	POLICE SERGEANT	15	758.25
01-XXXX	POLICE OFFICER	6	248.38
01-XXXX	POLICE OFFICER	10	368.94
01-XXXX	ANIMAL CONTROL OFFICER	8	249.8
01-XXXX	COMMUNICATIONS OFFICER	2	61.29
01-XXXX	COMMUNICATIONS OFFICER	14	419.92
01-XXXX	POLICE OFFICER	12	467.39
*** DEPARTMENT TOTALS ***		111.5	4,223.28

***LATE CALLS, REPORTS, ARRESTS, COVERAGE FOR PATROL DUE TO FOUR VACANCIES, COVERAGE FOR VACATION AND SICK LEAVE, SRO'S DAVI'S AFTER SCHOOL ACTIVITIES.

STREETS

EMP NO#	----- NAME -----	HOURS	AMOUNT
01-XXXX	UTILITY WORKER III	7.5	234.18
01-XXXX	UTILITY WORKER I	5.5	147.97
01-XXXX	GROUNDSKEEPER	5.5	140.46
*** DEPARTMENT TOTALS ***		18.5	522.61

***COMMUNITY CLEANUP EVENT AND WELL READS.

PLANNING

EMP NO#	----- NAME -----	HOURS	AMOUNT
01-XXXX	CODE COMPLIANCE OFFICER	4	123.12
01-XXXX	PERMITS COORDINATOR	4	108.9
*** DEPARTMENT TOTALS ***		8	232.02

***COMMUNITY CLEANUP EVENT.

UTILITY ADMINISTRATION

EMP NO#	----- NAME -----	HOURS	AMOUNT
01-XXXX	UTILITY BILLING SUPERVISOR	5	174.38
*** DEPARTMENT TOTALS ***		5	174.38

***CATCH UP ON BILLING AND DUE DATE.

METER SERVICES

EMP NO#	----- NAME -----	HOURS	AMOUNT
01-XXXX	METER READER/UTILITY WORKER I	17	473.94
01-XXXX	METER SERVICES COORDINATOR	14	458.98

01-XXXX	METER READER	2	45.54
01-XXXX	METER READER/UTILITY WORKER I	10	269.04
*** DEPARTMENT TOTALS ***		43	1,247.50

***COMMUNITY CLEANUP EVENT, INCLEMENT WEATHER CAUSED CITY ROADS TO FLOOD/SET UP BARRICADES, AND RESET SIGNAL LIGHTS AT BEAR CREEK AND HAMPTON RD, WELL READS, WATER TURN-OFFS, WATER BREAK, TRAFFIC CONTROL FROM PROWER OUTAGE, UHL RD PATCHING AND WATER LEAK.

WATER OPERATIONS

EMP NO#	----- NAME -----	HOURS	AMOUNT
01-XXXX	EXECUTIVE ASSISTANT	4.5	175.97
01-XXXX	INSPECTOR	11.5	433.67
01-XXXX	UTILITY WORKER III - BACKFLOW	11	347.92
01-XXXX	UTILITIES SUPERVISOR	9.5	395.38
*** DEPARTMENT TOTALS ***		36.5	1,352.94

***COMMUNITY CLEANUP EVENT, INCLEMENT WEATHER CAUSED CITY ROADS TO FLOOD/SET UP BARRICADES, DALLAS UTILITIES NEEDED IN GATE EMERGENCY TO FIX BUSTED PIPE, AND WELL READS.

WASTEWATER OPERATIONS

EMP NO#	----- NAME -----	HOURS	AMOUNT
01-XXXX	UTILITY WORKER I	13.5	363.2
01-XXXX	UTILITY WORKER III	15	468.36
*** DEPARTMENT TOTALS ***		28.5	831.56

***COMMUNITY CLEANUP EVENT, TRAFFIC CONTROL FOR DRAINAGE ISSUES ON UHL RD, SEWER BACKUP ON ROARING SPRINGS, SERVICE LINE REPAIR, AND INCLEMENT WEATHER CAUSED CITY ROADS TO FLOOD / SET UP BARRICADES.

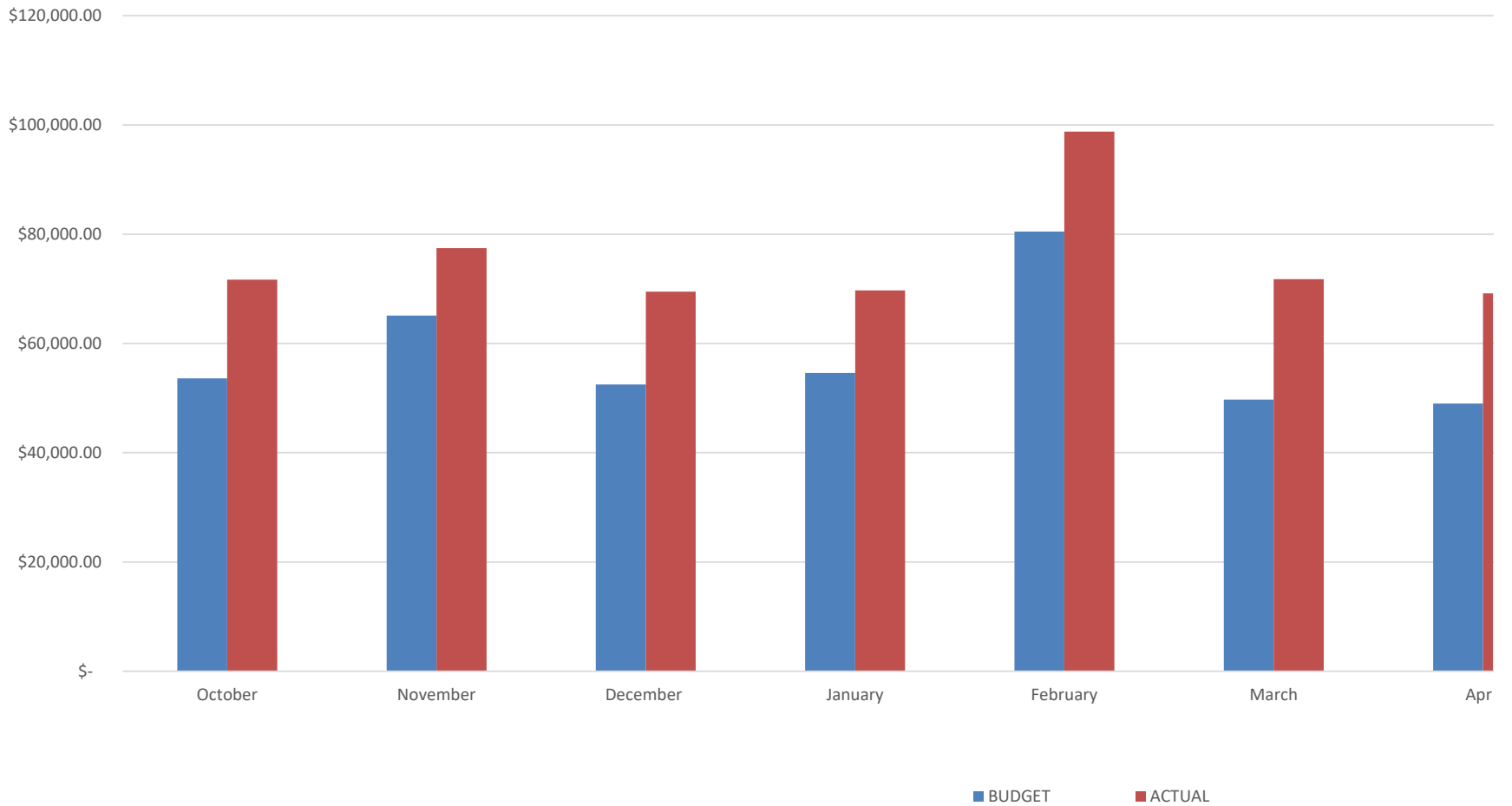
STORMWATER

EMP NO#	----- NAME -----	HOURS	AMOUNT
01-XXXX	FIELD SUPERVISOR	5.5	180.31
01-XXXX	GROUNDSKEEPER	5.5	153.33
01-XXXX	GROUNDSKEEPER	5.5	138.11
01-XXXX	UTILITY WORKER I	6.5	194.47
*** DEPARTMENT TOTALS ***		23	666.22

***COMMUNITY CLEANUP EVENT, AND INCLEMENT WEATHER CAUSED
CITY ROADS TO FLOOD/SET UP BARRICADES.

*** REPORT TOTALS ***	368.5	12,008.61
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City Glenn Heights
Comparison of Budgeted Sales Tax to Actual



**CITY OF GLENN HEIGHTS
SALES TAX COMPARISON**

COMPARISON BY FISCAL YEAR

	FY 2015 ACTUAL	FY 2016 ACTUAL	FY 2017 ACTUAL	FY 2018 ACTUAL	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 ACTUAL	VARIANCE OVER PRIOR YEAR
October	\$ 37,028	\$ 39,446	\$ 39,644	\$ 43,975	\$ 52,935	\$ 61,578	\$ 71,665	\$ 10,087
November	45,456	49,026	47,765	\$ 50,405	\$ 60,796	\$ 72,164	\$ 77,424	\$ 5,260
December	36,135	45,898	39,854	\$ 40,448	\$ 52,236	\$ 63,081	\$ 69,466	\$ 6,385
January	51,711	42,222	41,161	\$ 42,038	\$ 52,635	\$ 60,379	\$ 69,712	\$ 9,333
February	57,902	58,973	60,600	\$ 62,223	\$ 71,245	\$ 72,723	\$ 98,780	\$ 26,057
March	36,403	39,440	38,032	\$ 42,244	\$ 49,150	\$ 56,841	\$ 71,765	\$ 14,924
April	33,153	37,811	37,039	\$ 38,911	\$ 55,816	\$ 50,968	\$ 69,160	\$ 18,192
May	50,661	53,802	49,487	\$ 58,889	\$ 68,698	\$ 71,075	\$ 104,476	\$ 33,401
June	36,412	40,130	39,458	\$ 44,033	\$ 52,828	\$ 70,923		
July	37,885	39,712	41,256	\$ 48,253	\$ 53,224	\$ 75,916		
August	46,959	36,756	46,502	\$ 58,556	\$ 62,521	\$ 82,931		
September	40,227	42,273	45,483	\$ 48,396	\$ 60,332	\$ 73,440		
	<u>\$ 509,931</u>	<u>\$ 525,490</u>	<u>\$ 526,281</u>	<u>\$ 578,371</u>	<u>\$ 692,416</u>	<u>\$ 812,018</u>	<u>\$ 632,447.19</u>	<u>\$ 123,638</u>

COMPARISON TO CURRENT YEAR BUDGET

	*FY 2021 BUDGET	FY 2021 ACTUAL	VARIANCE	
October	\$ 53,620.00	\$ 71,664.99	\$ 18,045	1.34
November	\$ 65,100.00	\$ 77,423.60	\$ 12,324	1.19
December	\$ 52,500.00	\$ 69,466.06	\$ 16,966	1.32
January	\$ 54,600.00	\$ 69,711.62	\$ 15,112	1.28
February	\$ 80,500.00	\$ 98,780.14	\$ 18,280	1.23
March	\$ 49,700.00	\$ 71,764.67	\$ 22,065	1.44
April	\$ 49,000.00	\$ 69,160.25	\$ 20,160	1.41
May	\$ 65,800.00	\$ 104,476.42	\$ 38,676	1.59
June	\$ 52,500.00			0.00
July	\$ 54,600.00			0.00
August	\$ 61,600.00			0.00
September	\$ 60,480.00			0.00
	<u>\$ 700,000.00</u>	<u>\$ 632,447.75</u>	<u>\$ 161,627.75</u>	10.80

* FY 2021 Budget column based on last year's percentage collection by month. Sales tax collection has historically been based on seasonal trends



AGENDA SUMMARY SHEET

July 6, 2021

AGENDA, ITEM 2

Discuss and take action on Ordinance O-06-21, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Code of Ordinances of the City of Glenn Heights, Chapter 14 "Zoning", Exhibit A "Zoning Ordinance", Article XVIII "Temporary Uses and Permits" at Section XVIII.1.2 "Asphalt or Concrete Batching Plant" by amending Subpart B thereof; providing a repealing clause, providing a severability clause, and providing an effective date. (Second Reading) (Miamouni Hines, Planner)

Motion	
Second	
For	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Against	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Abstain	
Approve/ Deny/ Table	



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: July 6, 2021

SUBJECT

The City Council will discuss and take action proposed amendment to the Zoning Ordinance requirements regarding the minimum distance a temporary concrete batch plant can be placed relative to an inhabited residence.

DISCUSSION / BACKGROUND

Under the current Temporary Use Permit requirements in the City's Zoning Ordinance, all applicants are prohibited from establishing a temporary concrete batch plant closer than one-thousand feet (1,000') to an inhabited residence unless otherwise approved by the City Council. Adherence to this restriction becomes difficult once early phases of residential construction are complete. The geographic limitations for latter phases often leave applicants with the option of either hauling heavy ready-mix cement trucks or formally requesting a variance from the City Council. These alternatives are often costly and time consuming for both the City and the developer. As part of the analysis for this proposed amendment, staff has conducted research and surveying of the surrounding cities in the Best Southwest region and found that the requirements for Glenn Heights are by far the most stringent.

Entity	Temporary Batch Plant Requirement
Glenn Heights	Minimum 1,000' from nearest occupied residence
Texas Commission on Environmental Quality (TCEQ)	Minimum 100' from a property line
DeSoto	Minimum 300' from nearest occupied residence
Red Oak	Minimum 300' from nearest occupied residence
Cedar Hill	Minimum 100' from a developed lot zoned

	residential
Lancaster	Minimum 500' from nearest residential property
Corinth	Minimum 300' from all neighboring residential districts
Colleyville	Minimum 300' from nearest habitable residence
Forest Hill	TCEQ Requirements
The Colony	Reviewed and determined by City Council on a case-by-case basis
Rowlett	Minimum 300' from nearest occupied residence
Plano	Minimum 500' from all residential zoned property
Mansfield	Minimum 300' from residential structure
Garland	TCEQ Requirements
Midlothian	Minimum 450' from nearest occupied residence
Irving	Minimum 250' from developed lot zoned residential
Grand Prairie	TCEQ Requirements

The proposed amendment would decrease this requirement from a minimum of one-thousand feet (1,000') to a minimum of five-hundred feet (500'). In addition to the environmental pollution reduction measures and operating standards enforced by TCEQ, City Staff believes that the five-hundred-foot (500') buffer would provide separation between these temporary plants and any inhabitant residences consistent with the industry standards for cities in our region.

PRIOR COUNCIL OR BOARD ACTION

On April 12, 2021, the Planning and Zoning Commission recommended approval of the proposed amendment.

PUBLIC CONTACT

Notice was published in a local newspaper on May 16, 2021 as required by state law

and the City of Glenn Heights Comprehensive Zoning Ordinance. Public hearings were held on April 12, 2021 as part of the Planning and Zoning Commission meeting and on June 1, 2021 as part of the Ordinance's first reading before the City Council. At the time of this report, no public comments have been received relative to this proposed amendment.

FINANCIAL IMPACT

Not applicable.

RECOMMENDATION / ALTERNATIVES

Staff recommends approval of the proposed changes to Chapter 14 "Zoning", Exhibit A "Zoning Ordinance" of the City's Code of Ordinances.

ATTACHMENTS

1. Ordinance O-06-21

PREPARED BY

Miamauni Hines, City Planner

REVIEWED BY

Marlon Goff, Director of Planning and Development Services

ORDINANCE O-06-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS AMENDING THE CODE OF ORDINANCES OF THE CITY OF GLENN HEIGHTS, CHAPTER 14 “ZONING”, EXHIBIT A “ZONING ORDINANCE”, ARTICLE XVIII “TEMPORARY USES AND PERMITS”, AT SECTION XVIII.1.2 “ASPHALT OR CONCRETE BATCHING PLANT” BY AMENDING SUBPART B THEREOF; PROVIDING A REPEALING CLAUSE, PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to amend its Zoning Ordinance regarding certain restrictions temporary asphalt or concrete batching plants; and

WHEREAS, after public notice and public hearing, the Planning and Zoning Commission of the City of Glenn Heights, Texas, has recommended the amendment of the Code Of Ordinances of the City of Glenn Heights, Chapter 14, “Zoning”, Exhibit A “Zoning Ordinance”, Article XVIII “Temporary Uses and Permits”, at Section XVIII.1.2 “Asphalt or Concrete Batching Plant” amending Subpart B thereof; and

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

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

SECTION 1. The Code of Ordinances of the City of Glenn Heights, Chapter 14, “Zoning”, Exhibit A “Zoning Ordinance”, Article XVIII “Temporary Uses and Permits”, Section XVIII.1.2 “Asphalt or Concrete Batching Plant” is hereby amended to read as follows:

“Chapter 14. Zoning

...

Exhibit A. Zoning Ordinance

...

Article XVIII Temporary Uses and Permits

...

Section XVIII.1.2 Asphalt or Concrete Batching Plant

...

B. The batch plant shall not be located within five hundred feet (500') of an inhabited residence.

...."

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

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

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

ADOPTED AND APPROVED the 6th of July 2021.

Harry A. Garrett, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(032921vwtTM121473)



AGENDA SUMMARY SHEET

July 6, 2021

AGENDA, ITEM 3

Discuss and take action on Resolution R-18-21, a Resolution of the City Council of the City of Glenn Heights, Texas, authorizing an Emergency Street Reconstruction Services Agreement to Level One Paving, Inc., a Texas for-profit corporation, for portions of Godwin Avenue, Lillian Avenue, and Barton Avenue in an amount not to exceed two hundred fifty-five thousand (\$255,000.00) dollars; authorizing and ratifying the City Manager's execution of said agreement and any and all necessary documents; and providing an effective date. (Michael Rogers, Deputy City Manager)

Motion	
Second	
For	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Against	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Abstain	
Approve/ Deny/ Table	



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: July 6, 2021

SUBJECT

The City Council will consider a resolution to award a contract with Level One Paving, Inc. for the Emergency Street Reconstruction in the Morgan Heights Subdivision.

DISCUSSION / BACKGROUND

In late May, the heavy amount of rainfall the City experienced caused many areas of the streets within the Morgan Heights Subdivision to generate severe base and pavement failures. The City discovered the existence of a state of disrepair constituting an emergency situation and requiring expeditious reconstruction of portions of three streets located within the City in order to safeguard and protect the health, safety and welfare of the citizens traveling over those streets. The Texas Municipal Procurement Laws allow for the statutory exceptions to the Competitive Bidding due to Public Health, Safety or Welfare concerns. A City is not required to follow the competitive procurement requirements of Local Government Code Chapter 252 when making an expenditure because of a public calamity.

PRIOR COUNCIL OR BOARD ACTION

Not applicable.

PUBLIC CONTACT

Not applicable.

FINANCIAL IMPACT

The \$255,000.00 Emergency Street Reconstruction work will be paid from the 2016 GO Bond Improvement Fund.

RECOMMENDATION / ALTERNATIVES

Staff recommends approval of R-18-21 to award a contract to Level One Paving for the Emergency Street Reconstruction work in the Morgan Heights Subdivision.

ATTACHMENTS

1. Resolution R-18-21

PREPARED BY

Michael Rogers, Deputy City Manager

REVIEWED BY

Brandi Brown, City Secretary

THE CITY OF GLENN HEIGHTS, TEXAS

RESOLUTION NO. R-18-21

A RESOLUTION OF THE CITY OF GLENN HEIGHTS AUTHORIZING AN EMERGENCY STREET RECONSTRUCTION SERVICES AGREEMENT TO LEVEL ONE PAVING, INC., A TEXAS FOR-PROFIT CORPORATION, FOR PORTIONS OF GODWIN AVENUE, LILLIAN AVENUE, AND BARTON AVENUE IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FIFTY-FIVE THOUSAND (\$255,000.00) DOLLARS; AUTHORIZING AND RATIFYING THE CITY MANAGER'S EXECUTION OF SAID AGREEMENT AND ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City currently has discovered the existence of a state of disrepair constituting an emergency situation and requiring expeditious reconstruction of portions of three streets- Godwin Avenue, Lillian Avenue, and Barton Avenue - located within the City in order to safeguard and protect the health, safety and welfare of the citizens traveling over those streets; and

WHEREAS, City desires to engage the services of Level One Paving, Inc. on an emergency basis to in accordance with the terms and conditions set forth in the Agreement attached hereto as Exhibit "A" to provide those emergency street reconstruction services; and

WHEREAS, the City Council has determined that the current state of portions of Godwin, Lillian and Barton Avenues constitutes an emergency situation requiring expeditious reconstruction to safeguard the public safety and that the execution or ratification of such execution of the Agreement with Level One Paving, Inc. for those emergency repairs in an amount not to exceed \$255,000.00 is in the best interest of the citizens of Glenn

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

Section 1. The City Council hereby awards and authorizes the agreement, in substantially the form of that attached hereto and incorporated herein as Exhibit "A", for the emergency street reconstruction services for the portions of Godwin Avenue, Lillian Avenue, and Barton Avenue identified therein, in an amount not to exceed \$255,000.00.

Section 2. The City Manager is hereby authorized to execute an agreement with Level One Paving, Inc. in substantially the form of that attached hereto as Exhibit "A" and any prior execution of the same by the City Manager is hereby ratified. The City Manager is further authorized to execute any and all documents necessary to complete the emergency street reconstruction project.

Section 3. All resolutions of the City of Glenn Heights heretofore adopted which are in conflict with the provisions of the resolution be, and the same are hereby repealed, and all

resolutions of the City of Glenn Heights not in conflict with the provisions hereof shall remain in full force and effect.

Section 4. If any article, paragraph, subdivision, clause or provision of this resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

Section 5. This resolution shall take effect immediately from and after its passage and it is accordingly so resolved.

PASSED AND APPROVED by the City Council of the City of Glenn Heights, Texas this 6th day of July 2021.

APPROVED:

Harry A. Garrett, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(052521vwtTM122659)

EXHIBIT A

[Agreement with Level One Paving, Inc.]

STATE OF TEXAS §
 §
COUNTY OF DALLAS § **EMERGENCY STREET RECONSTRUCTION
SERVICES AGREEMENT**

This Emergency Street Reconstruction Agreement ("Agreement") is made by and between the City of Glenn Heights, Texas ("City") and Level One Paving, Inc., a Texas for-profit corporation ("Contractor" or "Company") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City currently has discovered the existence of a state of disrepair constituting an emergency situation and requiring expeditious reconstruction of portions of three streets located within the City in order to safeguard and protect the health, safety and welfare of the citizens traveling over those streets; and

WHEREAS, City desires to engage the services of Contractor as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement to provide those emergency street reconstruction services; and

WHEREAS, Contractor desires to render services for the emergency street reconstruction work along portions of Godwin Avenue, Lillian Avenue, and Barton Avenue within the City;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**Article I
Term**

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until Contractor completes the services required herein to the satisfaction of City, unless sooner terminated as provided herein.

**Article II
Scope of Services**

2.1 The Streets. Contractor shall provide all labor, services, materials, and equipment required for reconstruction of the following portions of the following City streets (collectively, the below-described portions of these streets may be referred to as the "Streets" and individually as the "Street"):

- A. Godwin Avenue, starting at Russell Heights and running to its intersection with South Uhl Road, for an area of approximately 47,500 square feet;

- B. Lillian Avenue, starting at the southern most end thereof and running to the paved section thereof past Barton Avenue, for an area of approximately 29,000 square feet; and
- C. Barton Avenue, starting at Lillian Avenue and running westward to South Uhl Road, for an area of approximately 42,700 square feet.

2.2 The Reconstruction Work. For each of the three Streets, Contractor shall provide all labor, services, materials and equipment required for reconstruction and specifically shall perform the following (the "Work"):

- A. Grind-up the existing Street and incorporate a six (6%) percent Portland cement into ground base material at a depth of eight (8") inches;
- B. Stabilize an additional one (1') foot on either side of the shoulder of the Street to ensure stability (an estimated total of 132,000 square feet);
- C. Hydrate and compact the mixture to 95% density;
- D. After the Street is cement stabilized, install a compacted two (2") inches of hot asphalt, roller compacted smooth (an estimated total of 119,200 square feet);
- E. Provide all necessary barricades and traffic control during the Work until Street is ready for vehicular traffic.

2.3 General. Contractor shall furnish all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in this Agreement in accordance with the terms, conditions and provisions of the proposal attached hereto as Exhibit "A". The City may, at any time, stop any services by the Contractor upon giving Contractor written notice. Contractor shall be bound to the City for Contractor's services by the terms, conditions and responsibilities set forth in this Agreement.

2.4 No Waiver of Rights. Neither the City's review, approval or acceptance of any of the Work required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by Contractor's negligent performance of any of the services furnished pursuant to this Agreement.

2.5 Permits and Notices. Contractor will comply with all laws and regulations of any public authority having jurisdiction over the Work. The Contractor will also obtain all permits, certificates, and licenses required by the City.

2.6 Removal of Material and Site Cleaning. Contractor shall entirely remove all discarded material, rubbish and waste resulting from the Work and services performed under this Agreement. The Contractor is solely responsible for the proper removal and disposal of all hazardous materials, including but not limited to lead-based materials and asbestos. All debris, material, rubbish and waste created or caused by the Work shall become the property and responsibility of the Contractor. Contractor is further responsible for cleaning the location of the Work upon completion and shall leave the work site each working day in a clean, orderly and

safe condition. During the off days, Contractor shall leave the work site clear of all equipment, material, and rubbish and/or waste, unless otherwise agreed to by the Parties.

Article III Schedule of Work

3.1 Work Schedule Established. Contractor agrees to commence the Work upon written direction from City and to complete the same in accordance with the schedule mutually agreed upon by the City and Contractor (the "Work Schedule").

3.2 Time is of the Essence. Contractor acknowledges that the Work is needed on an emergency basis and agrees to commence services upon Notice to Proceed and to complete Work as expeditiously as possible and in no event later than 45 days from the date of commencement of the Work, subject to the events of Force Majeure. Both parties have agreed to the provisions of this Agreement in anticipation of the orderly and continuous progress of the services through completion of the Work.

3.3 Liquidated Damages. Failure of the Contractor to complete the Work as set forth in paragraph 3.2 hereof shall result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Subject to the provisions set forth in Exhibit "A" hereto, the Contractor will pay the City Two Hundred Dollars (\$200.00) for each day of delay in finishing the Work in excess of time specified for completion, plus any authorized time extensions. Execution of the Agreement under these terms shall constitute agreement by the Contractor and the City that Two Hundred Dollars (\$200.00) for each day of unexcused delay, deducted from the Contractor's compensation as stated in Article IV, is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, since it would be impractical and extremely difficult to fix the actual damages resulting from additional bidding, engineering, inspection and/or other additional work caused by such delay.

Article IV Compensation

4.1 Payment Terms. City shall compensate Contractor for Work satisfactorily performed under this Agreement in a total amount not to exceed Two Hundred, Fifty-five Thousand Dollars (\$255,000.00). At the satisfactory conclusion of the Work, City shall pay Contractor within thirty (30) days of the receipt of a proper invoice provided there are no errors or discrepancies and that all work noted on the invoice has been completed. Any errors, discrepancies or the invoicing of work not completed may result in a delay in payment.

4.2 Additional Expenses Included. Contractor shall be responsible for all expenses related to the Work provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet and e-mail charges.

4.3 Certified Payroll. Contractor agrees to prepare, maintain, and submit to City with all invoices a certified payroll record providing an accounting of all amounts paid by Contractor for the Work performed under this Agreement, to include:

- Each employee's job classification (e.g. carpenter, electrician, etc.).
- The number of hours each employee worked, including overtime.
- Every employee's rate of pay based on the prevailing wage, including fringe benefits (or cash paid in lieu of fringe benefits).
- Every employee's gross amount earned.
- The name and ID number of every employee who performs any of the Work
- deductions or withholdings.
- Every employee's net wages paid

Article V

Devotion of Time; Personnel; and Equipment

5.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should City require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City, and without decreasing the effectiveness of the performance of services required under this Agreement.

5.2 To the extent reasonably necessary for Contractor to perform the services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Contractor.

Article VI

Suspension of Work

The City shall have the right to immediately suspend work by Contractor if the City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Contractor shall be suspended until Contractor has taken satisfactory corrective action.

Article VII

Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Contractor may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of Work delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

Article VIII Insurance

8.1 Contractor shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Contractor's performance of the Work pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; and (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Contractor's employees involved in the provision of Work under this Agreement with policy limit of not less than \$500,000.00.

8.2 All policies of insurance shall be endorsed to provide the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for written notice to the City for cancellation or non-renewal of the insurance in accordance with the policies; and (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. Contractor shall provide thirty (30) days written notice to the City of any material change of or to the insurance required herein.

8.3 All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

8.4 A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of the Work.

Article IX Termination

The City may terminate this Agreement, with or without cause, by giving Contractor thirty (30) days prior written notice. In the event of such termination, Contractor shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article X Indemnification

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE WORK OF THE CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS,

AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON TO THE EXTENT ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE CONTRACTOR'S NEGLIGENT PERFORMANCE OF WORK UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CITY, IN WHOLE OR IN PART, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Article XI Miscellaneous

11.1 Entire Agreement. This Agreement, including the attached Exhibit "A", constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

11.2 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of the City. In the event of an assignment by Contractor to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

11.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

11.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

11.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

11.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

11.7 Independent Contractor. It is understood and agreed by and between the Parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

11.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail or overnight courier to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

City Manager
City of Glenn Heights, Texas
1938 S. Hampton Rd.
Glenn Heights, Texas 75154

With Copy to:

Victoria W. Thomas, City Attorney
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard St., Suite 1800
Dallas, Texas 75201

If intended for Contractor:

Level One Paving, Inc.
Attn: Alvin Crosson or James Sturm
P. O. Box 843
Sanger, Texas 76266

11.9 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

11.10 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

11.11 Audits and Records. Contractor agrees that during the term hereof, the City and its representatives may, during normal business hours and as often as deemed necessary, inspect,

audit, examine and reproduce any and all of Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

11.12 Conflicts of Interests. Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

11.13 Exculpatory. Contractor shall make no claim for damages for delay in the performance of this Agreement occasioned by any act or omission to act of the City or any of its representatives, and that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.

11.14 Compliance with Federal, State & Local Laws. Contractor shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

11.15 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

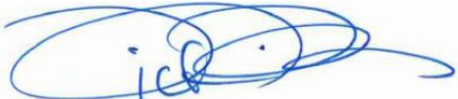
(Signature page to follow)

EXECUTED this 25 day of May, 2021.

City of Glenn Heights, Texas

By: 
David A. Hall, City Manager

Approved as to form:

By: 
Victoria W. Thomas, City Attorney
(051921vwtTM122577)

EXECUTED this 20th day of MAY, 2021.

Level One Paving, Inc.

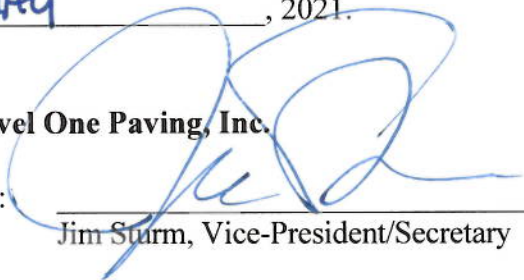
By: 
Jim Sturm, Vice-President/Secretary

EXHIBIT "A"
(Proposal from Level One Paving, Inc.)



P.O. Box 843, 8002 Rector Road, Sanger, TX 76266
Off: 940-302-0133

1 of 2

City of Glenn Heights
1128 South Uhl Road
Glenn Heights, TX 75154

Attn: Chris Patterson

Date: May 18, 2021
Proposal: 21-176R – **EXHIBIT A**
Phone:
Cell: 214-878-2505
E-mail:
chris.pattterson@glennheightstx.gov

Level 1 Paving, hereinafter called the Company, offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with construction or improvements at: **City of Glenn Heights – Known as Exhibit A on City of Glenn Heights Emergency Street Reconstruction Services Agreement**

Godwin Avenue, an estimated 47,500 ft.². starting at Russell Heights up to South Uhl Road.

Lillian Avenue, an estimated 29,000 ft.², starting at the most southern end and ending at the paved section past Barton Avenue.

Barton Avenue, an estimated 42,700 ft.², starting at Lillian Avenue and proceeding to the west stopping at South Uhl Rd.

- **We propose to grind up the existing roads and incorporate 6% Portland cement into ground base material at a depth of 8 inches.**
- **We propose to stabilize an additional 1 foot on either side of the shoulder to ensure stability. This is an estimated 132,000 ft.².**
- **The mixture would be hydrated and compacted to 95% density.**
- **After roads have been cement stabilized, we propose to install a compacted 2 inches of hot asphalt over at estimated 119,200 ft.² roller compacted smooth.**
- **We will provide barricades and traffic control.**

Price: \$255,000.00 (based on sales tax exemption)

Exclusions (if applicable):

PERMITS, LABS OR TESTING. Concrete stamping or pavers. Silt fencing or construction entrance. Demolition, excavation or related dirt work, grades must be +/- 0.10' foot and blue topped by others. Underground utilities to be back filled and compacted by others, with engineers' approval. Surveying, paving corners, lines, grades, building corners, and pier locations to be established by others. Base plates, anchor bolts or concrete embeds. Backfilling of curbs. Concrete joint sealing. Pipe bollard steel. Spoils haul off – if applicable.

TERMS AND CONDITIONS

1. Level 1 Paving, Inc. shall not be responsible for, and shall be held harmless from any liability resulting from damages to utilities buried within the prescribed working area of this contract. It will be the responsibility of the owner to locate any underground lines, public or private and determine the depth for such lines. The owner shall be responsible for calling DIG TEST 811 for the location of underground utility lines. It is further understood that we shall not be responsible for any damages to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our control, but not limited to failure of sub-grade or failure of inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken.
2. If Company is delayed at any time in the commencement or progress of the work described herein by (1) an act of neglect of the owner, an employee or agent of owner, or a separate contractor; (2) changes ordered in the work; (3) labor disputes, fire, unusual delay in deliveries or supplies, unavoidable casualties, adverse weather conditions, strikes, boycotts, embargo, quarantine, order of government authority, or other causes beyond the Contractor's control, then the contract time shall be extended for an amount of time commensurate with the delay. The contract price shall also be adjusted for any increase in the cost of performance of the work set forth herein, that is caused by suspension, delay or interruption of the work, or due to causes beyond the Contractor's control.
3. Level One Paving, Inc. is not responsible for removal of vehicles from areas of parking lot being repaired. Level One Paving will notify you in advance and you must make arrangements to have vehicles removed at your expense.
4. Any changes to this contract or additional work to be performed shall be agreed to in writing by both parties.
5. Interest of 1 1/2% per month shall be charged on any past due balances from the due date of receipt of payment by the Company. If it becomes necessary to take collection action to obtain payment, all costs of collection, including but not limited to, reasonable attorney's fees shall be paid by you.
6. A facsimile or email of this document shall be deemed as original and shall be legally binding.
7. State, County, or City permits or permitting requirements are **excluded** unless requested by customer for Level 1 Paving, Inc. to acquire them before starting work as stated in this contract. All costs will be an addition to contract price.
8. Unless this is a new parking lot installation or cement stabilization of the entire parking lot, Level 1 Paving, Inc. cannot be responsible for drainage or standing water due to already established and existing grades on the parking lot.
9. Level 1 Paving, Inc. guarantees the above work under normal use for a period of 1 year, excluding unusual abuse or neglect.
10. This contract may be withdrawn by us if not accepted within 30 days.
11. No guarantee on seal coat flaking or peeling due to oil spots.
12. New asphalt is susceptible to power steering marks in the summer months. No guarantee on recurring cracks.

Payment is due upon completion of work.

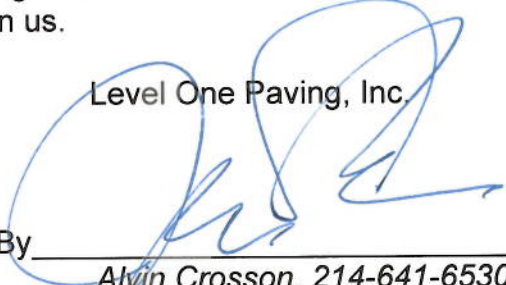
Upon acceptance, please sign and return the original proposal, retaining a copy for your records. It is understood that the above, including the attached terms and conditions, will constitute the full and complete contract between us.

ACCEPTED:

By 

Date 5/25/2021

Level One Paving, Inc.

By 
Alvin Crosson, 214-641-6530
James Sturm, 972-953-9535



AGENDA SUMMARY SHEET

July 6, 2021

AGENDA, ITEM 4

Discuss and take action to reopen the City of Glenn Heights Senior Center. (Council Member Emma Ipaye)

Motion	
Second	
For	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Against	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Abstain	
Approve/ Deny/ Table	



AGENDA SUMMARY SHEET

July 6, 2021

EXECUTIVE SESSION

1. The City Council shall convene into Executive Session:
 - A. pursuant to Government Code, Section 551.074, Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Manager.
2. The City Council shall reconvene into Open Session and take any action arising from Executive Session:
 - A. pursuant to Government Code, Section 551.074, Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Manager.

Motion	
Second	
For	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Against	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Abstain	
Approve/ Deny/ Table	
