



**NOTICE AND AGENDA
CITY COUNCIL
WEDNESDAY, NOVEMBER 12, 2025, 7:00 P.M.
SPECIAL CALLED CITY COUNCIL MEETING**

Notice is hereby given that the City Council of the City of Glenn Heights, Texas will hold a Special Called Meeting on Wednesday, November 12, 2025, in the City Hall, City Council Chambers, located at 1938-C South Hampton Road, Glenn Heights, Texas, 75154, as prescribed by Vernon's Texas Civil Statutes, Government Code Section §551.041, to consider and possibly take action on the following agenda items. Items do not have to be taken in the same order as shown in this meeting Notice and Agenda.

Pursuant to Texas Government Code Sec. 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members, including the presiding officer, will be physically present at the location noted above on this Agenda.

This Notice and Meeting Agenda, and the Agenda Packet, are posted online at <https://www.glennheightstx.gov/129/Agendas-Minutes>.

This City Council Meeting will be live-streamed at <https://www.glennheightstx.gov/229/City-Council-Meeting-Videos>.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

The public is invited to address City Council on any topic. Speakers should complete a Public Comment form and submit it to the City Secretary prior to the beginning of the meeting. The Texas Open Meetings Act prohibits City Council from discussing or taking action on issues not posted on the agenda; however, the Mayor, City Manager or designee may provide specific factual information, recite an existing policy, or schedule a discussion of the issue for possible placement on a future agenda. Speakers are limited to a maximum of three (3) minutes.

PROCLAMATION

- National Native American Heritage Month - November 2025

EVENT

- Season of Service - Nominate a Neighbor (Thanksgiving Meal Basket) - November 10, 2025 - November 21, 2025.

For detailed information regarding this event and to register, please visit the City's website at www.glennheightstx.gov and social media outlets.

CONSENT AGENDA

Consent Agenda items are considered to be routine in nature and may be acted upon in one motion. Any Item requiring additional discussion may be withdrawn from the Consent Agenda by the Mayor, a Council Member, or the City Manager, and acted upon separately.

1. Discussion and take action to approve the Meeting Minutes of the October 7, 2025, City Council Meeting. (Brandi Brown, City Secretary)
2. Discussion and take action to approve the Meeting Minutes of the October 21, 2025, City Council Meeting. (Brandi Brown, City Secretary)
3. Discussion and take action excusing the absence of Council Member Travis Bruton from the October 7, 2025, City Council Meeting, pursuant to Code of Ordinances Section 1.02.008(a)(2). (Council Member Travis Bruton)
4. Discussion and take action excusing the absences of Council Member Sherron Mosley from the January 21, 2025, February 18, 2025, May 6, 2025, September 2, 2025, September 16, 2025, and October 21, 2025, City Council Meetings, pursuant to Code of Ordinances Section 1.02.008(a)(2). (Council Member Sherron Mosley)

AGENDA

1. Discussion and take action to approve Ordinance O-20-25, related to a proposed change in zoning from Single Family Residential-1 (SF-1) District to a Planned Development District-33 (PD-33) for approximately 46.32 acres of land located on the west side of South Westmoreland Road and the south city limits, and commonly known as 1957, 2011 and 2100 South Westmoreland Road, Glenn Heights, Dallas County, Texas for the purpose of a mixed-use development site, consisting of Single-Family Residential Patio Homes, Multi-Family and Commercial Districts. (Third Reading) (Jailan Hadnot, City Planner)
2. Discussion and take action to approve Ordinance O-22-25, amending the Code of Ordinances, City of Glenn Heights, Texas, by amending Article 3.20 (Rental Registration Program) of Chapter 3 (Building Regulations) amending regulations for residential rental properties to provide for rental property certificates of occupancy, revising rules for annual registration, and providing for inspections. (Second Reading) (Mayor Sonja A. Brown)
3. Discussion regarding the eligibility of candidate filings for City Council, specifically relating to the filing of an application containing a residential address not owned or occupied by the candidate, the subsequent acknowledgment of this fact to city staff, and the City's response upon notification. (Council Member Stephanie Hale)
4. Discussion regarding Proposition C on the November 4, 2025, Charter Amendment Election Ballot, "shall Section 2.03 of the Home Rule Charter be amended to disqualify candidacy for a seat on the City Council for persons who have previously been removed by the Council for misconduct." (Council Member Stephanie Hale)
5. Discussion and take action on neighborhood street lighting and speed reduction programs. (Council Member Travis Bruton)
6. Discussion and take action to approve Resolution R-40-25, approving and

authorizing execution of a Consulting Services Agreement with AOKA Engineering, for plan review and building inspection services. (Clifford Blackwell, City Manager)

7. Discussion and first reading of Ordinance O-23-25, amending the Code of Ordinances, by amending Section 15.02.094 of Division 4 ("Fence and Screening Regulations") of Article 15.02 ("Landscape and Screening") of Chapter 15 ("Development Regulations") to amend Subsection (b) to require fencing between adjacent residential properties and on residential properties abutting public rights-of-way and public easements. (Council Member Stephanie Hale)
8. Discussion and take action appointing one (1) Planning and Zoning Commission Member. (Jailan Hadnot, City Planner)

EXECUTIVE SESSION

1. The City Council shall convene into Executive Session:
 - A. pursuant to the Texas Government Code, Section 551.072, Real Property; to deliberate the purchase, exchange, lease or value of real property located at S Uhl Road, Glenn Heights, Texas.
 - B. pursuant to the Texas Government Code, Section 551.072, Real Property, and Section 551.071, Consultation with City Attorney; to deliberate land acquisitions for the E Bear Creek Road Right-of-Way Expansion Project.
 - C. pursuant to the Texas Government Code, Section 551.071, Consultation with Attorney; to obtain legal advice regarding allegations of a Council Member violating section 1.23.005 of the City Code.
2. The City Council shall reconvene into Open Session and take any action arising from Executive Session.

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-C South Hampton Road, Glenn Heights, Texas by 6:00 P.M. on Thursday, November 6, 2025.

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

PROCLAMATION



Office of the Mayor ▪ City of Glenn Heights

**National Native American Heritage Month
November 2025**

- WHEREAS,** each November, the United States observes National Native American Heritage Month to honor the enduring cultures, traditions, and contributions of Native American, Alaska Native, and Native Hawaiian peoples; and
- WHEREAS,** the history of Native peoples is deeply woven into the fabric of our nation, predating the founding of the United States and continuing to shape our shared story through generations of leadership, innovation, and cultural preservation; and
- WHEREAS,** Native communities have made significant contributions in fields such as agriculture, environmental stewardship, education, public service, military service, the arts, and sciences, enriching our society and inspiring future generations; and
- WHEREAS,** we recognize the sovereignty of Tribal Nations and reaffirm our commitment to strengthening government-to-government relationships, promoting equity, and supporting the self-determination and well-being of Native communities; and
- WHEREAS,** National Native American Heritage Month provides an opportunity for all Americans to reflect on the historical and contemporary experiences of Native peoples, to learn from their wisdom and resilience, and to celebrate the diversity of cultures, languages, and traditions that continue to thrive across this land; and
- WHEREAS,** we acknowledge the injustices and hardships Native peoples have faced, and we commit to fostering understanding, healing, and respect through education, dialogue, and inclusive community engagement.

NOW, THEREFORE, I, Sonja A. Brown, Mayor of the City of Glenn Heights, Texas, do hereby proclaim the month of November 2025 as **National Native American Heritage Month** in the City of Glenn Heights, Texas, and encourage all residents to honor the legacy and living cultures of Native peoples by participating in educational events, cultural celebrations, and meaningful conversations that promote awareness, appreciation, and unity.

IN WITNESS WHEREOF, I have hereunto set my hand this twelfth day of November in the year of our Lord two thousand twenty-five.

Sonja A. Brown, Mayor
Glenn Heights, Dallas County, Texas

AGENDA SUMMARY SHEET

November 12, 2025

CONSENT AGENDA, ITEM 1

Discussion and take action to approve the Meeting Minutes of the October 7, 2025, City Council Meeting. (Brandi Brown, City Secretary)

Motion	
Second	
For	Brown, Benford, Mosley, Garrett, Bruton, Hale, and Lightfoot
Against	Brown, Benford, Mosley, Garrett, Bruton, Hale, and Lightfoot
Abstain	
Approve/ Deny/ Table	

[illegible]

**MINUTES OF THE
CITY COUNCIL AND THE EMPLOYEE BENEFITS TRUST BOARD OF DIRECTORS
OF THE CITY OF GLENN HEIGHTS, TEXAS**

OCTOBER 7, 2025

STATE OF TEXAS *

COUNTIES OF DALLAS AND ELLIS *

CITY OF GLENN HEIGHTS *

On the 7th day of October, 2025, the City Council of the City of Glenn Heights, Texas, met in the City Hall, City Council Chambers, located at 1938-C South Hampton Road, Glenn Heights, Texas, 75154, with the following members present:

CITY COUNCIL:

Sonja A. Brown	*	Mayor
Cornel Benford II	*	Mayor Pro Tem
Sherron Mosley	*	Council Member, Place 1
Harry A. Garrett*	*	Council Member, Place 2
Stephanne Hale	*	Council Member, Place 4
Laymon Lightfoot	*	Council Member, Place 5

*Harry A. Garrett, Council Member, Place 2, arrived at 7:04 P.M.

STAFF:

Clifford Blackwell	*	City Manager
Brandi Brown	*	City Secretary
Farrah Allen	*	Municipal Court Administrator
Dr. Glynell Horn	*	Chief of Police
Jefferie Kent	*	IT Support Specialist
Jaynice Porter-Brathwaite	*	Human Resources Director
Parviz Pourazizian	*	Director of Planning & Development Services
Sherry Roberts	*	Finance Director
Nicholas Williams	*	Fire Chief

CONSULTANT:

David Berman	*	City Attorney's Office
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CALL TO ORDER

Mayor Sonja A. Brown called the meeting of the City Council to order at 7:01 P.M., with a quorum of the City Council present.

INVOCATION

Mayor Sonja A. Brown delivered the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Sonja A. Brown led the assembly in the Pledge of Allegiance.

PUBLIC COMMENT

Jacqueline Bullock, address on file: addressed her concerns about a Council Member Candidate using her address on his application to be placed on the November 4, 2025, Ballot.

Leon Tate, address on file: addressed his concerns regarding proposed Charter Amendment Proposition C on the November 4, 2025, Ballot.

PROCLAMATIONS

Mayor Sonja A. Brown read the following Proclamations:

- Fire Prevention Week, October 5-11, 2025
- Breast Cancer Awareness Month, October 2025
- National Domestic Violence Awareness Month, October 2025
- National Walk to End Alzheimer's Month, October 2025

EVENTS

Mayor Sonja A. Brown announced the following Events:

- Town Hall Meeting, Saturday, October 18, 2025, 11:00 A.M. – 1:00 P.M., Freedom Church, 1800 South Hampton Road, Glenn Heights, Texas
- Mayor's Town Hall Meeting, "Let's Taco Bout It", October 28, 2025, 6:30 P.M., Glenn Heights Community Center, 1938-D South Hampton Road, Glenn Heights, Texas
- Fall Festival, Friday, October 31, 2025, 6:00 P.M. – 9:00 P.M., Glenn Heights Heritage Park, 400 E Bear Creek Park, Glenn Heights, Texas
- Mayor's Health Symposium, Saturday, November 1, 2025, 8:30 A.M. – 2:30 P.M., Glenn Heights City Center, 1938 South Hampton Road, Glenn Heights, Texas

CONSENT AGENDA

1. Discussion and take action to approve the Meeting Minutes of the August 5, 2025, City Council Meeting. (Brandi Brown, City Secretary)
2. Discussion and take action to approve the Meeting Minutes of the August 12, 2025, Special Called City Council Meeting. (Brandi Brown, City Secretary)
3. Discussion and take action to approve the Meeting Minutes of the August 19, 2025, City Council Meeting. (Brandi Brown, City Secretary)
4. Discussion and take action to approve Ordinance O-17-25, amending Section 3.12 of Chapter 3 ("Building Regulation") of the Code of Ordinances to adopt amendments to the Flood Damage Prevention Regulations for the design and construction of drainage facilities. (Second Reading) (Parviz Pourazizian,

Director of Planning & Development Services)

5. Discussion and take action to approve Resolution R-34-25, finding that Oncor Electric Delivery Company LLC'S application to change rates within the City should be denied; 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; requiring notice of this Resolution to the company and legal counsel. (Clifford Blackwell, City Manager)
6. Discussion and take action to approve Resolution R-36-25, authorizing the City Manager to enter into the Opioid Settlements with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus and authorizing the submission of the Subdivision Participation and Release Form(s) regarding the settlement and full release of all claims; and providing an effective date. (David Berman, City Attorney)
7. Discussion and take action to approve Resolution R-38-25, authorizing the City Manager to sign an Agreement for Professional Services with Willdan Financial Services for furnishing ongoing Professional Services in connection with Economic Development Strategy Consulting Services as set forth in the Agreement for
8. Discussion and take action to approve Resolution R-33-25, approving an Interlocal Agreement for Coordinated Health Services with Dallas County; and authorizing the City Manager to execute the same. (Parviz Pourazizian, Director of Planning & Development Services)

Council Member Laymon Lightfoot made a motion to approve Consent Agenda Items 1-8 as written. Mayor Pro Tem Cornel Benford made the second. The motion carried with the following record vote:

VOTE 6 Ayes – Brown, Benford, Mosley, Garrett, Hale, and Lightfoot

AGENDA

1. Public Hearing, discussion and first reading of Ordinance O-19-25, amending Appendix A, the City's Master Fee Schedule, of the Code of Ordinances, to adopt or revise fees for Planning Department Services (Section A2.001), Building Inspection Department General Fees (Section A3.001), Building Permit Fees (Section A3.002), Rental Registration and Inspection Fees (Section A3.003), Food Service Fees (Sections A4.001 And A4.002), adding definitions relating to Food Service Fees, requiring Permits for Garage Sales; and reauthorizing the City's Building Permit Fees.

Mayor Sonja A. Brown announced that the Public Hearing was open at 7:22 P.M.

Hearing no testimony, Mayor Sonja A. Brown closed the Public Hearing was open at 7:22 P.M.

Parviz Pourazizian, Director of Planning & Development Services, introduced this item and completed a presentation regarding this matter and answered Council's questions related to rental registration.

2. Public Hearing, discussion and first reading of Ordinance O-20-25, related to a proposed change in zoning from Single Family Residential-1 (SF-1) District to a Planned Development District-33 (PD-33) for approximately 46.32 acres of land located on the west side of South Westmoreland Road and the south city limits, and commonly known as 1957, 2011 and 2100 South Westmoreland Road, Glenn Heights, Dallas County, Texas for the purpose of a mixed-use development site, consisting of Single-Family Residential Patio Homes, Multi-Family and Commercial Districts.

Mayor Sonja A. Brown announced that the Public Hearing was open at 7:33 P.M.

Hearing no testimony, Mayor Sonja A. Brown closed the Public Hearing was open at 7:34 P.M.

Parviz Pourazizian, Director of Planning & Development Services, introduced this item and completed a presentation regarding this matter, and he and Farukh Azim, Developer, answered Council's questions related to fencing materials, landscaping, development phases, a Homeowner's Association, amenities, future developments (commercial and retail), and controlled access (there was a consensus to make the multi-family portion gated).

3. Public Hearing, discussion and first reading of Ordinance O-21-25, related to a Specific Use Permit to allow the operation of a limited restaurant with Drive-Up service on approximately 0.434 acres of land located on the Northeastern corner of Sunset Strip Drive and Ovilla Road, and commonly known as 2800 Sunset Strip Drive, Glenn Heights, Ellis County, Texas.

Mayor Sonja A. Brown announced that the Public Hearing was open at 8:05 P.M.

Hearing no testimony, Mayor Sonja A. Brown closed the Public Hearing was open at 8:06 P.M.

Parviz Pourazizian, Director of Planning & Development Services, introduced this item and completed a presentation regarding this matter and answered Council's questions related to development timeframes.

4. Discuss and take action acknowledging receipt of the Fiscal Year 2023-2024 Annual Comprehensive Financial Report (ACFR) and Audit Results Presentation.

Sherry Roberts, Finance Director, introduced this item and completed a presentation regarding this matter.

Council Member Laymon Lightfoot made a motion acknowledging receipt of the Fiscal Year 2023-2024 Annual Comprehensive Financial Report (ACFR) and Audit Results. Mayor Sonja A. Brown made the second. The motion carried with the following record vote:

VOTE 6 Ayes – Brown, Benford, Mosley, Garrett, Hale, and Lightfoot

5. Discussion regarding possible amendments to Article 3.20, Rental Registration Program.

Mayor Sonja A. Brown introduced and discussed the current and proposed Rental Registration Program and answered Council's questions related to manufactured homes and how neighbors can report problems.

6. Discussion and take action to approve Resolution R-32-25, nominating candidates for election to the Board of the Directors of the Dallas Central Appraisal District.

Brandi Brown, City Secretary, introduced this item and completed a presentation.

The City Council did not take any action.

7. Discussion and take action on the City Council casting its vote for a Texas Municipal League (TML) Region 13 Director.

Brandi Brown, City Secretary, introduced this item and completed a presentation.

After Mayor Sonja A. Brown polled Council, Council Member Laymon Lightfoot made a motion for the City Council to cast its vote for Crystal Chism, City of DeSoto Mayor Pro Tem, for the Texas Municipal League (TML) Region 13 Director.

EXECUTIVE SESSION

1. The City Council shall convene into Executive Session:
 - A. pursuant to the Texas Government Code, Section 551.072, Real Property; to deliberate the purchase, exchange, lease or value of real property located at S Uhl Road, Glenn Heights, Texas.
 - B. pursuant to the Texas Government Code, Section 551.072, Real Property, and Section 551.071, Consultation with City Attorney; to deliberate land acquisitions for the E Bear Creek Road Right-of-Way Expansion Project.

Mayor Sonja A. Brown announced that City Council would convene into Executive Session at 8:45 P.M.

2. The City Council shall reconvene into Open Session and take any action arising from Executive Session.

Mayor Sonja A. Brown announced that City Council would reconvene into Open Session at 9:05 P.M. and that no action would be taken on the Executive Session Items.

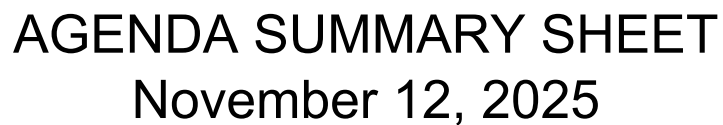
ADJOURNMENT

Mayor Sonja A. Brown adjourned the meeting at 9:05 P.M.

Sonja A. Brown, Mayor

Attest:

Brandi Brown, City Secretary
Passed and approved on the 12th day of November 2025



Discussion and take action to approve the Meeting Minutes of the October 21, 2025, City Council Meeting. (Brandi Brown, City Secretary)

[illegible]

**MINUTES OF THE
CITY COUNCIL AND THE EMPLOYEE BENEFITS TRUST BOARD OF DIRECTORS
OF THE CITY OF GLENN HEIGHTS, TEXAS**

OCTOBER 21, 2025

STATE OF TEXAS *

COUNTIES OF DALLAS AND ELLIS *

CITY OF GLENN HEIGHTS *

On the 21st day of October, 2025, the City Council of the City of Glenn Heights, Texas, met in the City Hall, City Council Chambers, located at 1938-C South Hampton Road, Glenn Heights, Texas, 75154, with the following members present:

CITY COUNCIL:

Sonja A. Brown	*	Mayor
Cornel Benford II	*	Mayor Pro Tem
Harry A. Garrett	*	Council Member, Place 2
Travis Bruton	*	Council Member, Place 3
Stephanne Hale	*	Council Member, Place 4
Laymon Lightfoot	*	Council Member, Place 5

STAFF:

Clifford Blackwell	*	City Manager
Brandi Brown	*	City Secretary
Farrah Allen	*	Municipal Court Administrator
Dr. Glynell Horn	*	Chief of Police
Jefferie Kent	*	IT Support Specialist
Jaynice Porter-Brathwaite	*	Human Resources Director
Parviz Pourazizian	*	Director of Planning & Development Services
Sherry Roberts	*	Finance Director
Nicholas Williams	*	Fire Chief

CONSULTANT:

David Berman	*	City Attorney's Office
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CALL TO ORDER

Mayor Sonja A. Brown called the meeting of the City Council to order at 7:01 P.M., with a quorum of the City Council present.

INVOCATION

Council Member Harry A. Garrett delivered the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Sonja A. Brown led the assembly in the Pledge of Allegiance.

PUBLIC COMMENT

Tony Bradley, address on file: addressed the City's practices regarding the City's past Elections.

Earl Bullock, address on file: addressed his concerns regarding a Council Member Candidate using his address on his application to be placed on the November 4, 2025, Ballot.

Harry A. Garrett, address on file: addressed the issues that had been brought to his attention regarding the November 4, 2025, Election.

Leon Tate, address on file: addressed his concerns regarding proposed Charter Amendment Proposition C on the November 4, 2025, Ballot.

David Berman, City Attorney, reminded the audience about proper decorum when making a Public Comment.

Mr. Tate continued his comment regarding the same matter.

PROCLAMATION

Mayor Sonja A. Brown read the following Proclamations:

- Texas Municipal Courts Week, November 3-7, 2025

EVENTS

Mayor Sonja A. Brown announced the following Events:

- Mayor's Town Hall Meeting, "Let's Taco Bout It", October 28, 2025, 6:30 P.M., Glenn Heights Community Center, 1938-D South Hampton Road, Glenn Heights, Texas
- Fall Festival, Friday, October 31, 2025, 6:00 P.M. – 9:00 P.M., Glenn Heights Heritage Park, 400 E Bear Creek Park, Glenn Heights, Texas
- Mayor's Health Symposium, Saturday, November 1, 2025, 8:30 A.M. – 2:30 P.M., Glenn Heights City Center, 1938 South Hampton Road, Glenn Heights, Texas
- Veterans 5K and Fun Run, Saturday, November 8, 2025, 8:00 A.M., Glenn Heights Heritage Park, 400 E Bear Creek Park, Glenn Heights, Texas

CONSENT AGENDA

1. Discussion and take action to approve the Meeting Minutes of the September 2, 2025, City Council Meeting. (Brandi Brown, City Secretary)
2. Discussion and take action to approve the Meeting Minutes of the September 9, 2025, Special Called City Council Meeting. (Brandi Brown, City Secretary)
3. Discussion and take action to approve the Meeting Minutes of the September 16, 2025, City Council Meeting. (Brandi Brown, City Secretary)

4. Discussion and take action to reschedule the November 4, 2025, Regular City Council Meeting to November 11, 2025, due to the General Election. (Brandi Brown, City Secretary)
5. Discussion and take action to approve Ordinance O-19-25, amending Appendix A, The City's Master Fee Schedule, of the Code of Ordinances, to adopt or revise fees for Planning Department Services (Section A2.001), Building Inspection Department General Fees (Section A3.001), Building Permit Fees (Section A3.002), Rental Registration and Inspection Fees (Section A3.003), Food Service Fees (Sections A4.001 And A4.002), adding definitions relating to Food Service Fees, requiring Permits for Garage Sales; and reauthorizing the City's Building Permit Fees. (Second Reading) (Parviz Pourazizian, Director of Planning & Development Services)
7. Discussion and take action to approve Ordinance O-21-25, related to a Specific Use Permit to allow the operation of a limited restaurant with Drive-Up service on approximately 0.434 acres of land located on the Northeastern corner of Sunset Strip Drive and Ovilla Road, and commonly known as 2800 Sunset Strip Drive, Glenn Heights, Ellis County, Texas. (Second Reading) (Parviz Pourazizian, Director of Planning & Development Services)

Council Member Stephanie Hale requested to remove Consent Agenda Item 6 for further discussion.

Council Member Laymon Lightfoot made a motion to approve Consent Agenda Items 1-5 and 7 as written. Mayor Pro Tem Cornel Benford made the second. The motion carried with the following record vote:

VOTE 6 Ayes – Brown, Benford, Bruton, Garrett, Hale, and Lightfoot

6. Discussion and take action to approve Ordinance O-20-25, related to a proposed change in zoning from Single Family Residential-1 (SF-1) District to a Planned Development District-33 (PD-33) for approximately 46.32 acres of land located on the west side of South Westmoreland Road and the south city limits, and commonly known as 1957, 2011 and 2100 South Westmoreland Road, Glenn Heights, Dallas County, Texas for the purpose of a mixed-use development site, consisting of Single-Family Residential Patio Homes, Multi-Family and Commercial Districts. (Second Reading)

Parviz Pourazizian, Director of Planning & Development Services, introduced this item and answered Council Member Hale's question regarding why this item had not been placed on the Regular Agenda.

Council Member Harry A. Garrett made a motion to approve Consent Agenda Item 6 as written. Council Member Laymon Lightfoot made the second. The motion failed with the following record vote:

VOTE 2 Ayes – Garrett and Lightfoot
4 Nays – Brown, Benford, Bruton, and Hale

Council Member Stephanie Hale made a motion to table Consent Agenda Item 6 to the next Meeting and for it to be placed on the regular Agenda, not Consent Agenda. Mayor Pro Tem Cornel Benford II made the second. The motion carried with the following record vote:

VOTE 6 Ayes – Brown, Benford, Bruton, Garrett, Hale, and Lightfoot

AGENDA

1. Discussion and presentation regarding possible collaborations and funding opportunities with Kimley-Horn.

Parviz Pourazizian, Director of Planning & Development Services, introduced this item, and Trent Hargroder, Tanya Miro, and Yuliana Porras Mendoza with Kimley-Horn completed a presentation. Mr. Pourazizian and the representatives from Kimley-Horn answered Council's questions related to Dallas Water Utilities and Trinity River Authority.

2. Discussion and first reading of Ordinance O-22-25, amending the Code of Ordinances, City of Glenn Heights, Texas, by amending Article 3.20 (Rental Registration Program) of Chapter 3 (Building Regulations) amending regulations for residential rental properties to provide for rental property certificates of occupancy, revising rules for annual registration, and providing for inspections.

Mayor Sonja A. Brown, introduced this item. After discussion regarding Ordinance enforcement, it was decided to place this item on the regular Agenda at the next Council Meeting.

3. Acknowledge receipt of the September 2025 Financial Reports.

Sherry Roberts, Finance Director, introduced this item and completed a presentation regarding this item. Mrs. Roberts answered Council's questions related to the General Fund, fund adjustments, revenues, and interests.

4. Discussion and possible action to consider placing an item on a future Agenda, per Article 1.02.044(c) – Council Agenda Requests, regarding the eligibility of candidate filings for City Council, specifically relating to the filing of an application containing a residential address not owned or occupied by the candidate, the subsequent acknowledgment of this fact to city staff

PUBLIC COMMENT

Tramayne Hobbs, address on file: addressed his concerns regarding a Council Member Candidate using his address on his application to be placed on the November 4, 2025, Ballot.

Denise DeLara, address on file: addressed her concerns regarding a Council Member Candidate using his address on his application to be placed on the November 4, 2025, Ballot.

Council Member Stephanie Hale introduced this item.

After discussion between Council; David Berman, City Attorney; and Clifford Blackwell, City Manager; Council Member Stephanie Hale made a motion to place Agenda Item 4 on the next Council Agenda. Council Member Travis Bruton made the second. The motion carried with the following record vote:

VOTE 4 Ayes – Brown, Benford, Bruton, and Hale

2 Nays – Garrett and Lightfoot

5. Discussion and possible action to consider placing an item on a future Agenda, per Article 1.02.044(c) – Council Agenda Requests, regarding Proposition C on the November 4, 2025 Charter Amendment Election Ballot, “shall Section 2.03 of the Home Rule Charter be amended to disqualify candidacy for a seat on the City Council for persons who have previously been removed by the Council for misconduct.”

Council Member Stephanie Hale introduced this item.

After discussion, Council Member Stephanie Hale made a motion to place Agenda Item 5 on the next Council Agenda. Council Member Travis Bruton made the second. The motion carried with the following record vote:

VOTE 4 Ayes – Brown, Benford, Bruton, and Hale

2 Nays – Garrett and Lightfoot

EXECUTIVE SESSION

1. The City Council shall convene into Executive Session:
 - A. pursuant to the Texas Government Code, Section 551.072, Real Property; to deliberate the purchase, exchange, lease or value of real property located at S Uhl Road, Glenn Heights, Texas.
 - B. pursuant to the Texas Government Code, Section 551.072, Real Property, and Section 551.071, Consultation with City Attorney; to deliberate land acquisitions for the E Bear Creek Road Right-of-Way Expansion Project.

Mayor Sonja A. Brown announced that the City Council would not convene into Executive Session.

ADJOURNMENT

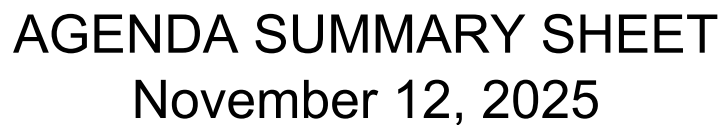
Mayor Sonja A. Brown adjourned the meeting at 9:16 P.M.

Sonja A. Brown, Mayor

Attest:

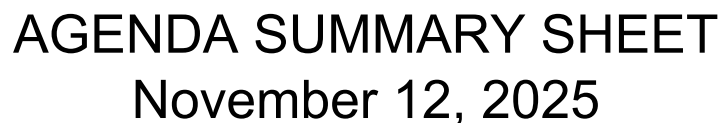
Brandi Brown, City Secretary

Passed and approved on the 12th day of November 2025



Discussion and take action excusing the absence of Council Member Travis Bruton from the October 7, 2025, City Council Meeting, pursuant to Code of Ordinances Section 1.02.008(a)(2). (Council Member Travis Bruton)

[illegible]



Discussion and take action on Ordinance O-20-25, related to a proposed change in zoning from Single Family Residential-1 (SF-1) District to a Planned Development District-33 (PD-33) for approximately 46.32 acres of land located on the west side of South Westmoreland Road and the south city limits, and commonly known as 1957, 2011 and 2100 South Westmoreland Road, Glenn Heights, Dallas County, Texas for the purpose of a mixed-use development site, consisting of Single-Family Residential Patio Homes, Multi-Family and Commercial Districts. (Third Reading) (Jailan Hadnot, City Planner)

[illegible]

PLANNED DEVELOPMENT: WESTMORELAND ESTATES (PD-33)



JAILAN HADNOT
CITY PLANNER
NOVEMBER 12, 2025

REZONING REQUEST



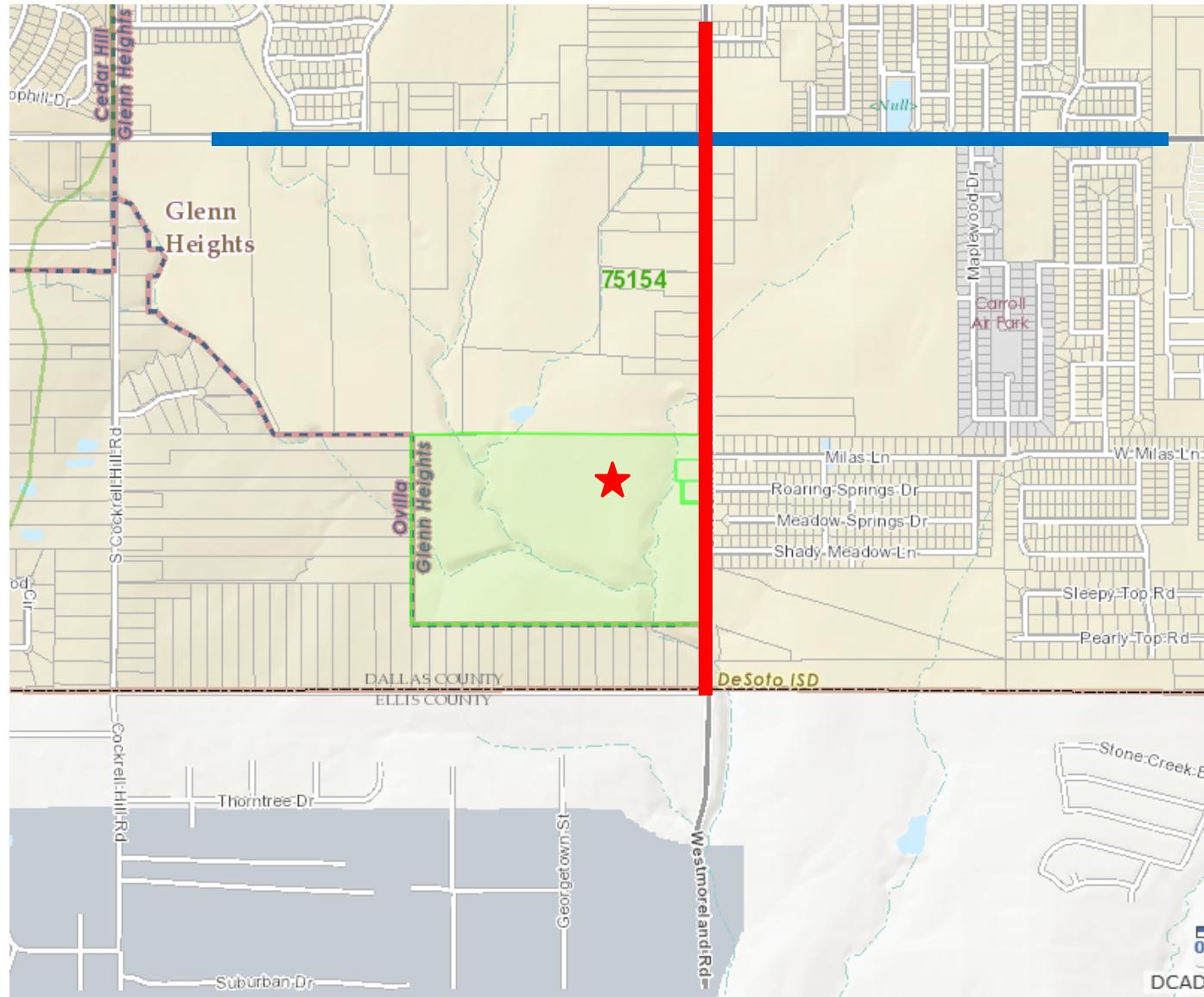
Planned Development 33 (PD-33): Conduct a Public Hearing, discuss and consider making recommendation to the city council of the city of Glenn Heights related to a proposed change in zoning from Single Family Residential 1 (SF-1) District to a Planned Development District-33 (PD-33) for approximately 46.32 acres of land located on the west side of South Westmoreland Road and the south city limits, and commonly known as 2011 South Westmoreland Road, Glenn Heights, Dallas County, Texas for the purpose of a mixed-use development site, consisting of Single-Family Residential Patio Homes, Multi-Family and Commercial Districts.

REZONING REQUEST

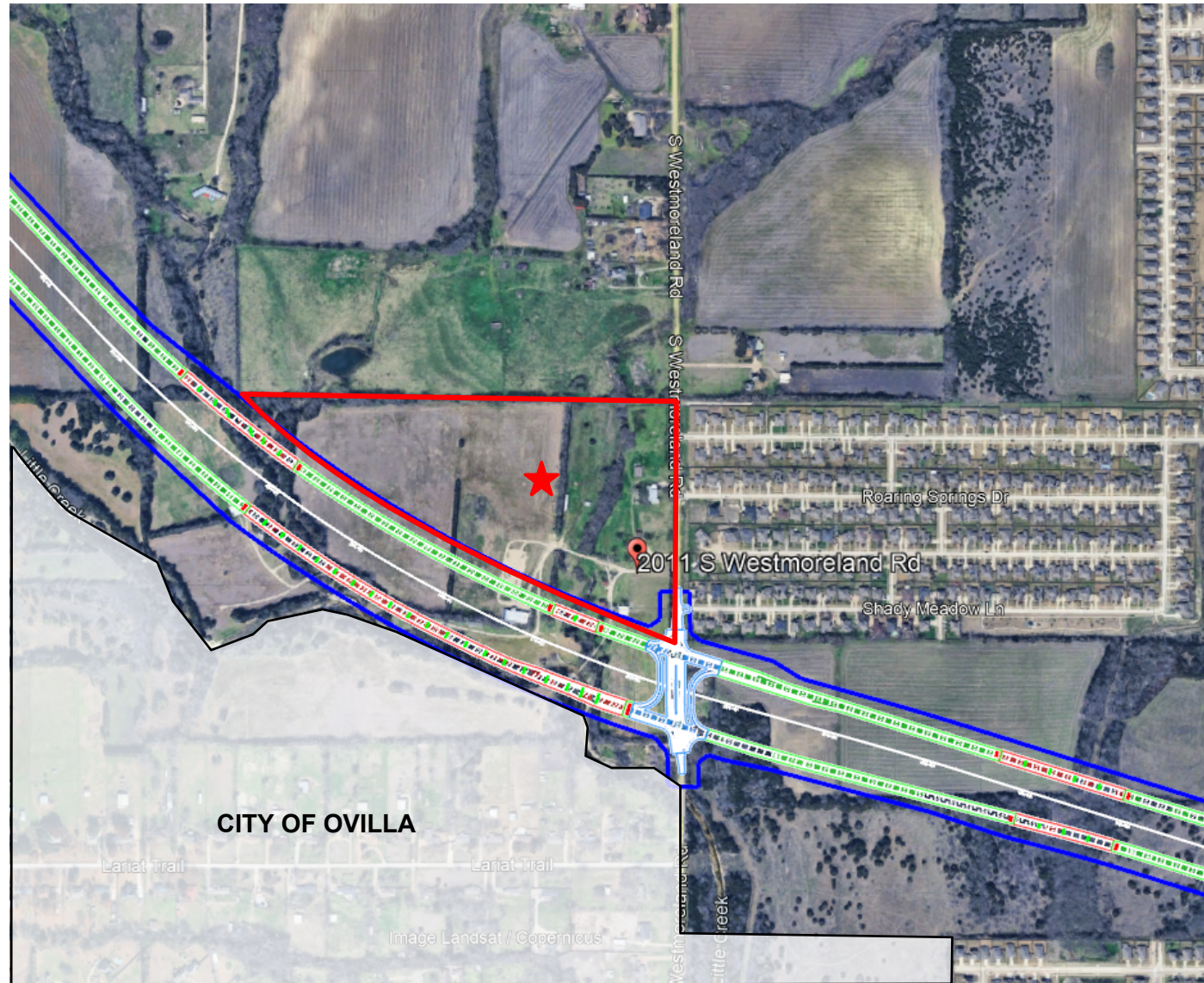


Applicant:	Farrukh Azim and S.I. Abed
Location:	West Side of S. Westmoreland Rd and North of the City's Southern City Limit, commonly known as 1957, 2011 and 2100 South Westmoreland Road
Request:	Establish a Mixed-Use Planned Development site, consisting of Single-Family Residential Patio Homes (SF-PH), Multi-Family (MF), and Commercial (C) Districts
Current Status:	Unplatted, Zoned Single-Family Residential 1 (SF-1)

LOCATION MAP



AERIAL MAP



LOCATION MAP



View looking NW on S. Westmoreland Rd

LOCATION MAP

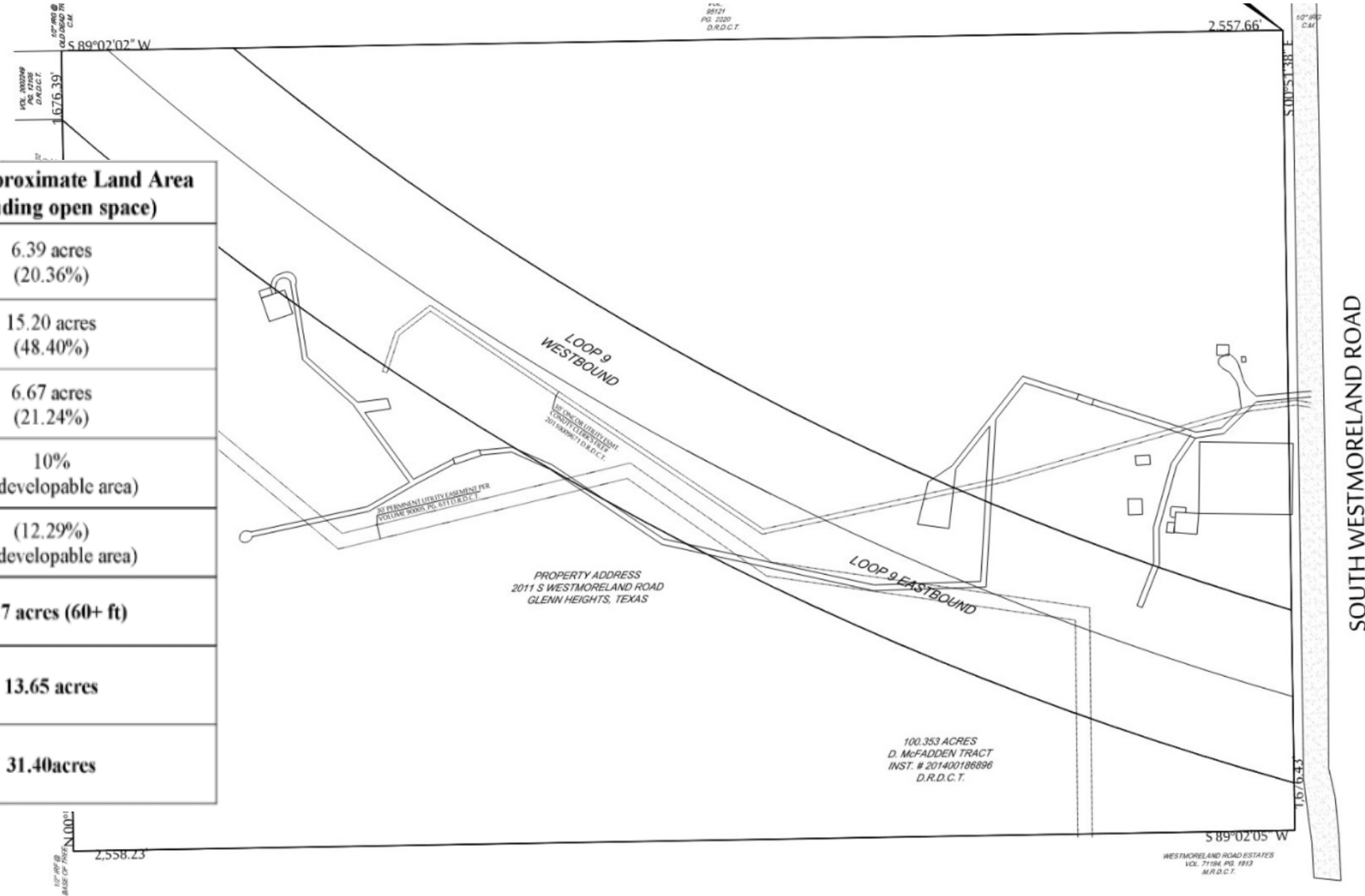


View looking SW on S. Westmoreland Rd

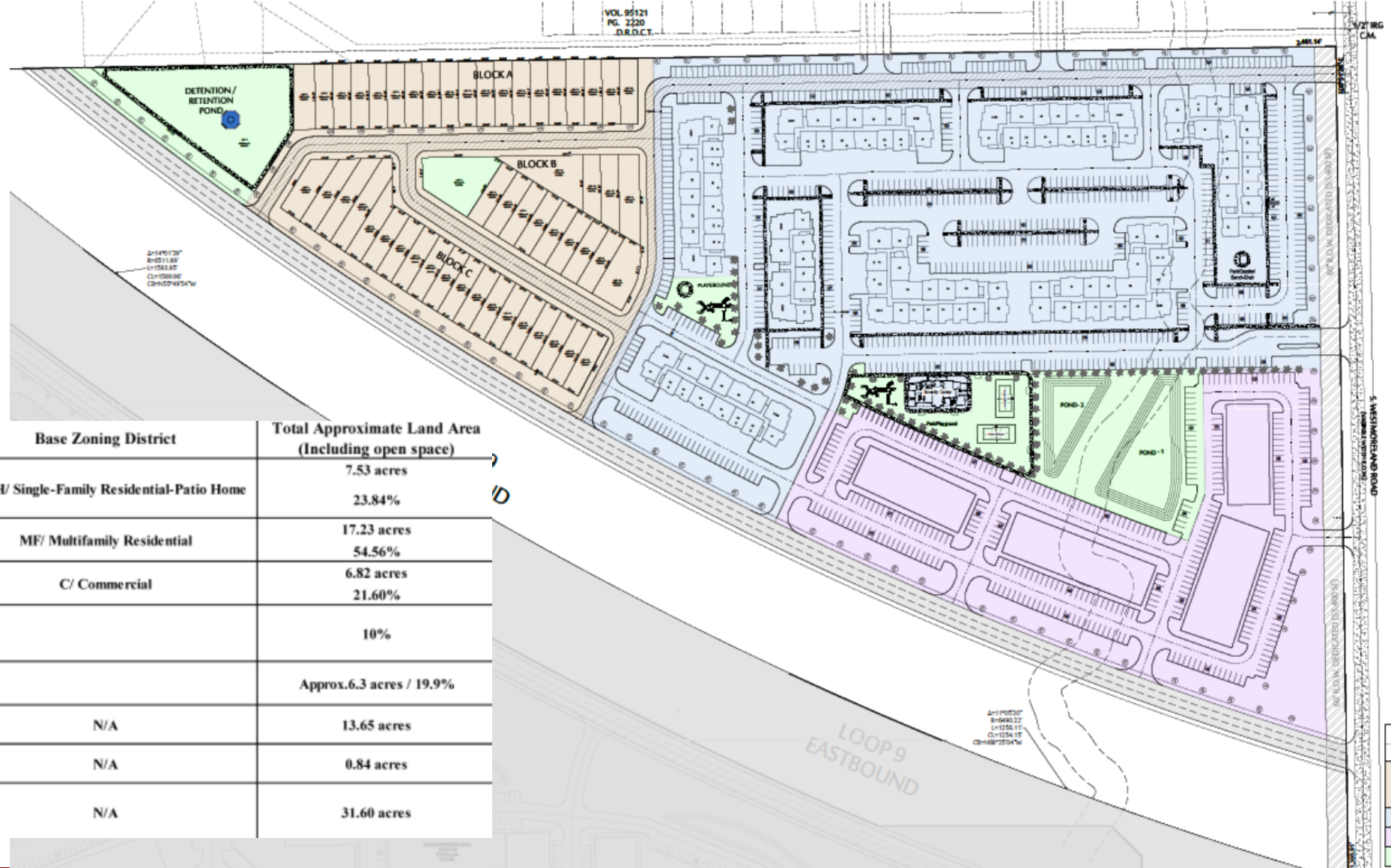
SURVEY AND LAND USE



Proposed Land Use District	Base Zoning District	Total Approximate Land Area (Including open space)
District-1 Single-Family Residential-Patio Homes/Townhomes	SF-PH/ Single-Family Residential-Patio Home	6.39 acres (20.36%)
District-2 Multifamily Residential District	MF/ Multifamily Residential	15.20 acres (48.40%)
District-3 Commercial District	C/ Commercial	6.67 acres (21.24%)
Open/Park Spaces, Recreational Ponds and Amenities (Min. Required)	N/A	10% (Of developable area)
Open/Park Spaces, Recreational Ponds and Amenities (Provided)	N/A	(12.29%) (Of developable area)
Approximate area dedicated for S. Westmoreland Road ROW	N/A	1.27 acres (60+ ft)
Approximate area dedicated for TXDOT Loop-9 ROW	N/A	13.65 acres
Approximate Developable area (Excluding future Loop-9 ROW)	N/A	31.40 acres



CONCEPT PLAN



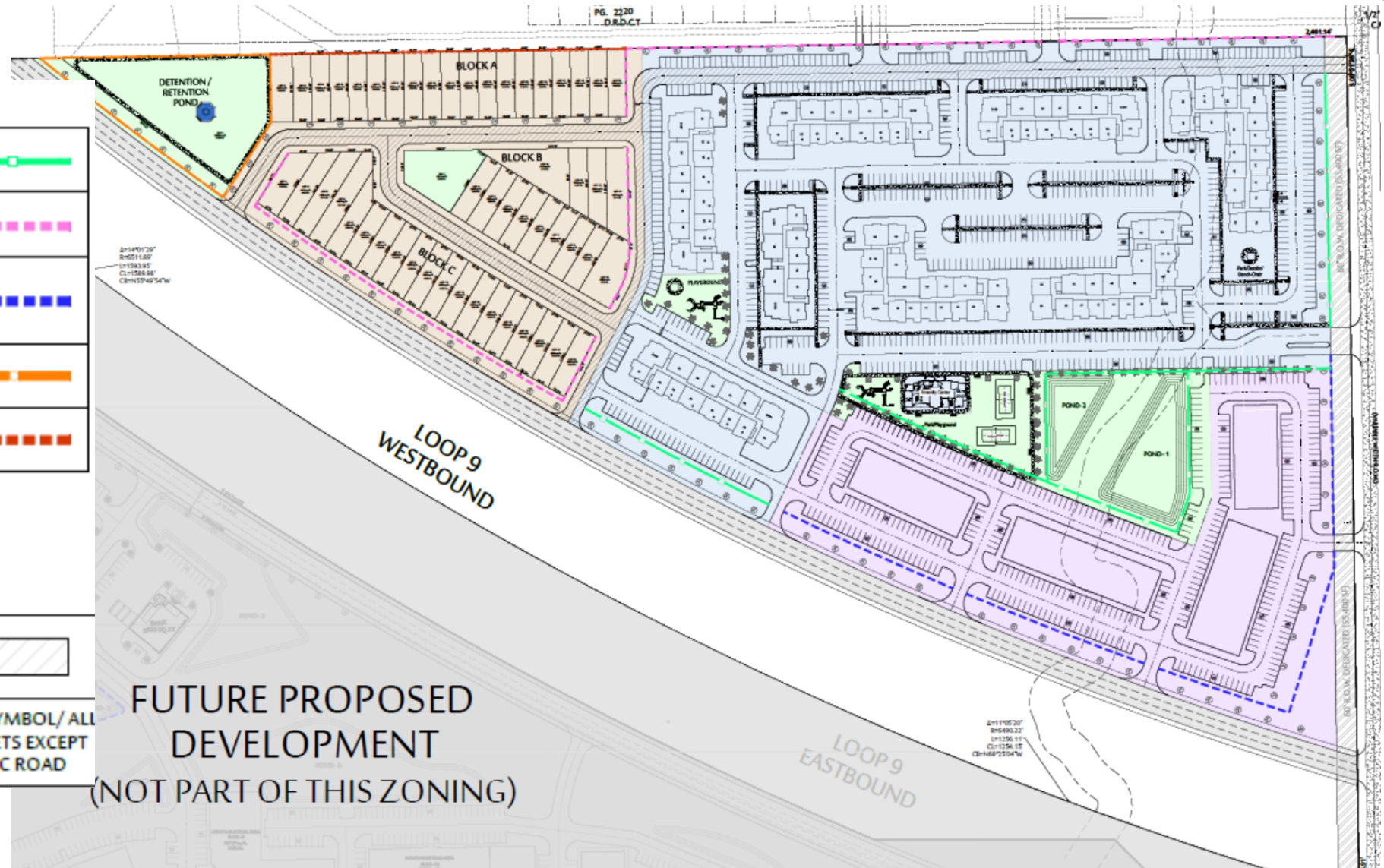
Proposed Land Use District	Base Zoning District	Total Approximate Land Area (Including open space)
District-1 Single-Family Residential-Patio Homes/Townhomes	SF-PH/ Single-Family Residential-Patio Home	7.53 acres 23.84%
District-2 Multifamily Residential District	MF/ Multifamily Residential	17.23 acres 54.56%
District-3 Commercial District	C/ Commercial	6.82 acres 21.60%
Open/Park Spaces, Recreational Ponds, Landscape area and Amenities (Min. Required)		10%
Open/Park Spaces, Recreational Ponds, Landscape area and Amenities		Approx.6.3 acres / 19.9%
Approximate area dedicated for TXDOT Loop-9 ROW	N/A	13.65 acres
Approximate area dedicated for Westmoreland ROW	N/A	0.84 acres
Approximate Developable area (Excluding future Loop-9 ROW & Westmoreland ROW)	N/A	31.60 acres

LANDSCAPE AND FENCE PLAN

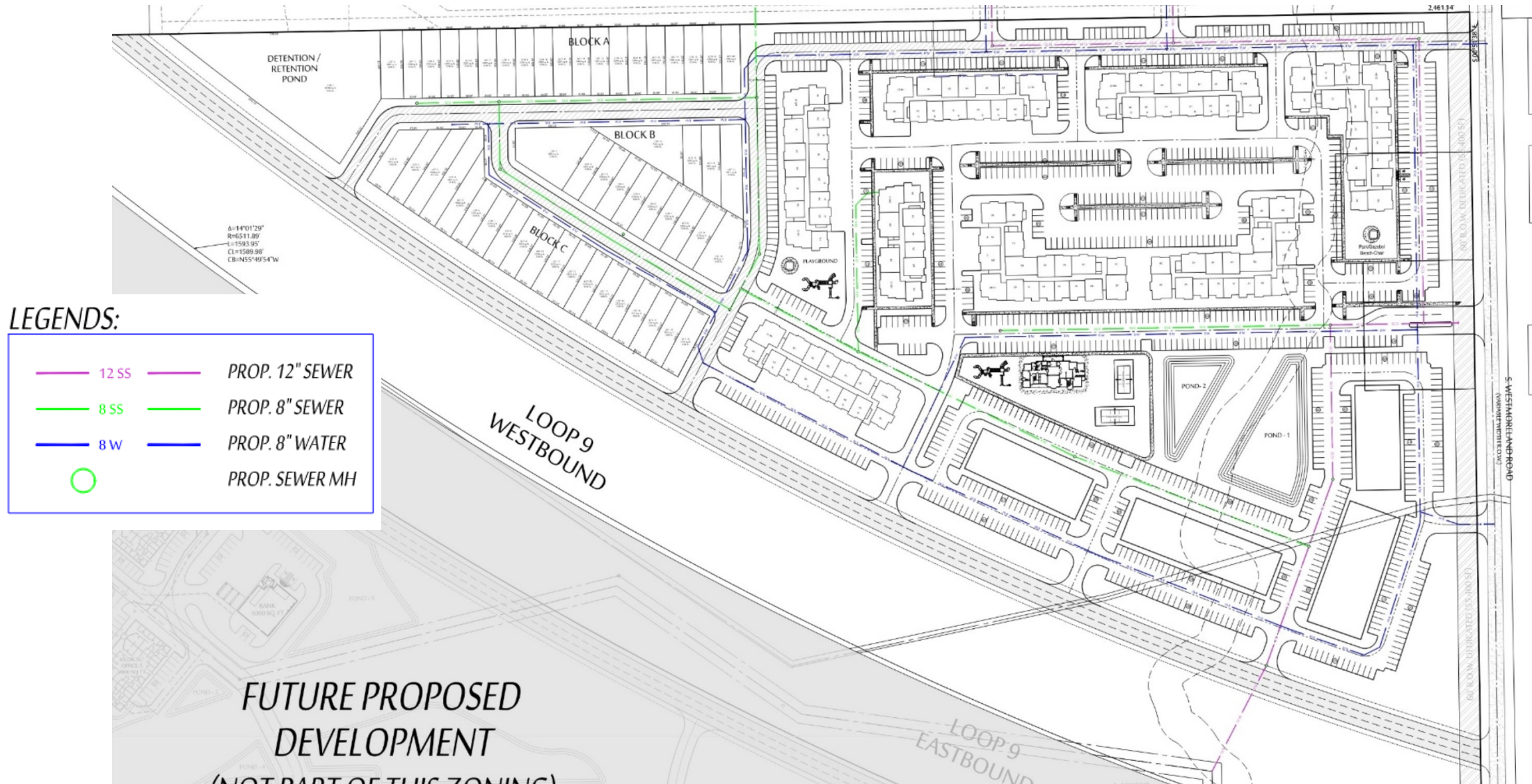
FENCE EXHIBIT

5' HIGH DECORATIVE METAL FENCE	
6'-8' HIGH CONCRETE MASONRY WALL	
4' HIGH HEDGE TYPE SHRUB (SUCH AS BURFORD HOLLY)	
4' WROUGHT IRON FENCE	
WOOD FENCE W/ STEEL POST	

STREET CATEGORY MUTUAL ACCESS & PUBLIC STREET	
PRIVATE STREET	NO SYMBOL/ ALL STREETS EXCEPT PUBLIC ROAD



UTILITY PLAN



DISTRICT 1: SINGLE-FAMILY PATIO HOMES (SF-PH)

Table 2 –Single-Family Residential-Patio Homes/Townhomes

Minimum Lot Requirements (Except in bend or cul-de-sac)	
Lot Area	3300 sf. (SF-1 Zoning 20,000 sq. ft)
Lot Width	30' (SF-1 Zoning 125 ft)
Lot Depth	100' (SF-1 Zoning 140 ft)
Minimum Dwelling Unit Requirements	
1 Bedroom Unit	1,100 sf. (SF-1 Zoning 2,700 sq. ft)
2 Bedroom Unit	1,200 sf. (SF-1 Zoning 2,700 sq. ft)
3 Bedroom Unit	1,300 sf. (SF-1 Zoning 2,700 sq. ft)
Minimum Setback Requirements	
Front Yard Setback	20' (SF-1 Zoning 35 ft)
Side Yard Setback	0 ft for Townhomes/ 5 ft between Patio Homes at one side and 0 ft on the other side (SF-1 Zoning 15 ft)
Side Yard Adjacent to Street	10' (SF-1 Zoning 25 ft)
Rear Yard Setback	15' (SF-1 Zoning 30 ft)
Lot Coverage for Main Structure	65% (SF-1 Zoning 35 %)
Maximum Building Requirements	
Main Structure Height	35' (SF-1 Zoning 35 ft)
Max. Density/ Acre	12
Minimum Landscaping Requirements	
Trees	One 3" caliper tree in front yard One 3" caliper tree in rear yard
Sod	Front, side, & rear yard

- A. Special Conditions – in addition to the district development standards in Table 2, the development of this district shall be subject to the following special conditions:
- The total land area of this district shall not exceed 15% of the total land area for this PD.
 - If townhomes are built, all buildings within this district shall contain no more than 8 single-family attached units. For Single Family Patio Homes, a 5' setback is required from one side and zero setback from the other side.
 - All units may be front entry.
 - The number of lots within this district shall not exceed 60.
 - The residential density within this district shall not exceed 12 units per acre.
 - At minimum, the park and open spaces within this district contain a gazebo, a Children's playground, two park benches, and a pedestrian sidewalk.
 - A shaded storage smaller than 250 sf can be built with 5' offset from the fence line.

Deviations from Regulations

- Lot Area: 4,000 SF Vs. **3,300 SF**
- Lot Width: 45 FT Vs. **30 FT**
- Lot Depth: 80 FT Vs. **100 FT**
- Dwelling Unit Size: 1,500 SF Vs. **1,100 SF**
- Side Yard Setback: 10 FT Vs. **5 FT**
- Lot Coverage: Capped at 50% for the Main Structure Vs. **65%**
- All units may have front entry garages standard is 25 FT min. front yard Vs. **20 FT**
- For rear entry garages, 20 FT min. rear yard is required Vs. **15 FT**
- Shaded Storage: Accessory buildings 250 SF or less may be 10 FT from the fence line Vs. **5 FT**
- Masonry Wall: 8 FT Vs. **6 FT**

DISTRICT 2: MULTIFAMILY (MF)

Table 5 – Multifamily District Development Standards

Minimum Dwelling Unit Requirements	
Studio	500 sf.
1 Bedroom Unit	800 sf.
2 Bedroom Unit	950 sf.
3 Bedroom Unit	1,100 sf.
Minimum Building Setbacks	
From S. Westmoreland Ultimate ROW	Min. 40 feet
From subdivision to the north	70 feet
From Commercial lot	Min. 30 feet
From Patio Home district	Min. 40 feet
Maximum Building Requirements	
Main Structure Height	Up to three stories.
Accessory Structure Height	1 story (15 ft max.)
Building Separation	30' or IBC and IFC requirements

- A. Special Conditions – in addition to the district development standards in Table 5, the development of this district shall be subject to the following special conditions:
- The total land area of this district shall not exceed 20% of the total land area for this PD excluding park, green area, and pond under this zoning district.
 - Each Building within this district shall contain no more than 60 residential dwelling units.
 - The number of residential units within this district shall not exceed 360.
 - The residential density within this district shall not exceed 25 units per acre.
 - The apartment area may be partially gated with controlled access from offsite commercial and residential development, but fully accessible by Emergency Vehicles.

Deviations from Regulations

- Screening Requirements: Full screening with security gates at each entrance/exit are required (Chapter 14A, Article IX, Section 3.3.H.16) Vs. **Partially Gated or Screened**

DISTRICT 3: COMMERCIAL (C)



Permitted Uses

- General Retail
- Offices
- Restaurants with or without drive-through service
- Neighborhood Services Uses
- Urgent Care or Medical Offices
- Religious Institutions
- Civic or Municipal Uses
- Community Facilities
- Banks
- **Hotels or Motels**
- Convenience Store with Gasoline Sales At or Near an Intersection
- All other uses permitted by right in Commercial Zoning.

Prohibited Uses

- Industrial
- Outdoor Storage
- Pawnshops
- Sexually Oriented Businesses
- Jails
- Halfway Houses
- Automotive Repair or Sales
- Substance Abuse Treatment or Rehabs
- Telecommunications or Cellular Towers
- **Vape Shop**



TRAFFIC IMPACT ANALYSIS



HISTORICAL TRAFFIC DATA:

Roadway Segment	Historical Daily Volume (Date)	Annual Growth Rate
S Westmoreland Rd (Northside of Lariat Trail)	3,194 (2024)	7%
	2,225 (2019)	2%
	1,998 (2014)	
W Bear Creek Rd (East of Westmoreland Road)	8,566 (2024)	5%
	6,608 (2019)	9%
	4,295 (2014)	
	Average Annual Growth Rate:	9%
	Assumed Growth Rate For The Study:	2.6%

**A – Source: TxDOT*

TRAFFIC IMPACT ANALYSIS



Table 2. Projected Trip Generation – Phase 1

Land Use Category	Land Use Code	Quantity (DU/Area)	Weekday Trips1	Weekday AM Peak Trips			Weekday PM Peak Trips		
			Total Trips	Total Trips	Trips Entering	Trips Exiting	Total Trips	Trips Entering	Trips Exiting
Single-Family Attached Housing	215	60 DU	432	29	7	22	34	20	14
Totals			432	29	7	22	34	20	14

Source: ITE Trip Generation Manual, 11th Edition

Table 3. Projected Trip Generation – End of Phase 2

Land Use Category	Land Use Code	Quantity (DU/Area)	Weekday Trips1	Weekday AM Peak Trips			Weekday PM Peak Trips		
			Total Trips	Total Trips	Trips Entering	Trips Exiting	Total Trips	Trips Entering	Trips Exiting
Single-Family Attached Housing	215	60 DU	432	29	7	22	34	20	14
Multifamily Housing (Low-Rise)	220	338 DU	2,278	135	32	103	172	109	63
Shopping Plaza (40- 150k) – No Supermarket	821	63,000 SF	4,254	109	68	41	327	160	167
Totals			6,964	273	107	166	533	289	244

The study analyzed the following scenarios:

- Existing Year (2025)
- Phase 1 No-Build (2026)
- Phase 1 Build (2026) – Analyzed with the existing roadway lane geometry and traffic control
- End of Phase 2 Build (2028) – Analyzed with the proposed loop 9 frontage roads (Phase 1)

TRAFFIC IMPACT ANALYSIS



Trip Distribution Phase 1

- 30% to/from east on Bear Creek Road
- 30% to/from west on Bear Creek Road
- 10% to/from north on Westmoreland Road
- 30% to/from west on Ovilla Road

Trip Distribution Phase 2

- 30% to/from east on Bear Creek Road
- 30% to/from west on Bear Creek Road
- 10% to/from north on Westmoreland Road
- 30% to/from west on Loop 9 Frontage Road

Table 4. Level of Service (LOS) Criteria for Intersections

LOS	Signalized Intersection	Unsignalized Intersections
	Delay (sec/veh)	Delay (sec/veh)
A	0-10	0-10
B	>10-20	>10-15
C	>20-35	>15-25
D	>35-55	>25-35
E	>55-80	>35-50
F	>80	>50

Source: Highway Capacity Manual 6th Edition. Transportation Research Board

TRAFFIC IMPACT ANALYSIS



Table 5. Level of Service – Signalized Intersections

		<u>Existing</u>		<u>2026 Phase 1 No-Build</u>		<u>2026 Phase 1 Build</u>		<u>2028 Full Build</u>	
		AM	PM	AM	PM	AM	PM	AM	PM
Westmoreland Road at Ovilla Road		C (22.5)	C (22.0)	C (22.0)	C (21.7)	C (21.9)	C (21.6)	C (22.3)	C (21.3)
	EB	C (32.1)	C (28.9)	C (32.0)	C (27.1)	C (32.0)	C (27.1)	C (31.6)	C (25.0)
	WB	C (21.8)	C (22.5)	C (21.6)	C (22.9)	C (21.5)	C (22.7)	C (23.0)	C (22.9)
	NB	A (3.6)	A (4.6)	A (3.7)	A (4.9)	A (3.7)	A (4.9)	A (3.9)	A (6.2)
	SB	A (7.8)	B (11.3)	A (7.9)	B (12.7)	A (8.0)	B (12.8)	A (8.3)	B (15.9)

Table 6. Level of Service – Unsignalized Intersections

		<u>Existing</u>		<u>2026 Phase 1 No-Build</u>		<u>2026 Phase 1 Build</u>		<u>2028 Full Build</u>	
Traffic Movement		AM	PM	AM	PM	AM	PM	AM	PM
Westmoreland Road at Bear Creek Road	NB	C (16.2)	C (16.5)	F (>100)	F (>100)	F (>100)	F (>100)	F (>100)	F (>100)
	EBL	A (10.0)	B (10.8)	B (14.5)	C (18.5)	B (14.6)	C (18.7)	C (15.9)	C (21.2)
	EBR	C (16.2)	F (59.5)	F (81.1)	F (>100)	F (83.4)	F (>100)	F (>100)	F (>100)
	WB	D (26.5)	D (28.4)	F (>100)	F (>100)	F (>100)	F (>100)	F (>100)	F (>100)
	SB	B (11.7)	C (19.9)	D (29.9)	F (>100)	D (30.1)	F (>100)	E (37.4)	F (>100)
Westmoreland Road at W Milas Lane	WB	A (10.0)	B (10.1)	B (10.2)	B (10.5)	B (10.4)	B (10.6)	B (11.5)	B (13.0)
	SBL	A (7.7)	A (7.6)	A (7.8)	A (7.7)	A (7.8)	A (7.7)	A (8.1)	A (8.1)

TRAFFIC IMPACT ANALYSIS



Table 6. Level of Service – Unsignalized Intersections

Location	Traffic Movement	Existing		2026 Phase 1 No-Build		2026 Phase 1 Build		2028 Full Build	
		AM	PM	AM	PM	AM	PM	AM	PM
Westmoreland Road at Site Driveway 1	NBL	--	--	--	--	A (7.4)	A (7.8)	A (7.6)	A (8.3)
	EBL	--	--	--	--	B (10.6)	B (11.8)	A (12.3)	A (16.2)
	EBR	--	--	--	--	A (8.8)	A (9.7)	A (9.1)	A (11.0)
Westmoreland Road at Site Driveway 2	NBL	--	--	--	--	A (0.0)	A (7.8)	A (7.5)	B (8.2)
	EBL	--	--	--	--	B (10.5)	B (11.6)	A (11.9)	A (15.6)
	EBR	--	--	--	--	A (8.8)	A (9.7)	A (9.1)	A (10.7)
Westmoreland Road at Site Driveway 3	NBL	--	--	--	--	--	--	A (7.6)	B (8.3)
	EBL	--	--	--	--	--	--	A (12.0)	A (16.5)
	EBR	--	--	--	--	--	--	A (9.2)	A (10.8)
Loop 9 EB/WB Access Road at Site Driveway 4	SB	--	--	--	--	--	--	B (12.5)	B (14.3)
Loop 9 EB/WB Access Road at Site Driveway 5	SB	--	--	--	--	--	--	B (12.2)	B (13.2)
Loop 9 EB/WB Access Road at Site Driveway 6	SB	--	--	--	--	--	--	B (12.0)	B (12.2)
Loop 9 EB/WB Access Road at Site Driveway 7	SB	--	--	--	--	--	--	A (11.7)	A (11.7)
Loop 9 EB/WB Access Road at Site Driveway 8	SB	--	--	--	--	--	--	A (11.6)	B (11.6)

TRAFFIC IMPACT ANALYSIS



Table 8. Roadway Link Capacity Analysis Results Summary

Roadway		Classification for Analysis	*Hourly Volume	# LANES	MEDIAN DIVIDED?	CAPACITY		V/C	LOS
						Per Lane	Roadway		
2025 Existing:									
Westmoreland Road (Adjacent to the Site)	NB	Prinicipal Arterial	254	1	N	875	875	0.29	A/B
	SB		250	1		875	875	0.29	A/B
2026 No Build:									
Westmoreland Road (Adjacent to the Site)	NB	Prinicipal Arterial	527	1	N	875	875	0.60	C
	SB		627	1		875	875	0.72	D
2026 Phase 1 Build:									
Westmoreland Road (Adjacent to the Site)	NB	Prinicipal Arterial	542	1	N	875	875	0.62	C
	SB		641	1		875	875	0.73	D
2028 Full Build:									
Westmoreland Road (Adjacent to the Site)	NB	Prinicipal Arterial	651	1	N	875	875	0.74	D
	SB		673	1		875	875	0.77	D

TRAFFIC IMPACT ANALYSIS



Table 10. Left-Turn Deceleration Lane Summary

Intersection	Analysis Year/Peak Hour	Left Turn Volume	Advancing Volume (V_A)	Opposing Volume (V_O)	Left-Turn Lane Warranted?
Westmoreland Road at Site Driveway 1	2028 Build PM	6	323	436	No
Westmoreland Road at Site Driveway 2	2028 Build PM	13	313	401	No
Westmoreland Road at Site Driveway 3	2028 Build PM	32	303	384	No

TRAFFIC IMPACT ANALYSIS



Table 9. Right-Turn Deceleration Lane Summary

Intersection	Projected Peak Right-Turn Volume*	Meets The Threshold? (60 VPH)
Westmoreland Road at Site Driveway 1	39	No
Westmoreland Road at Site Driveway 2	39	No
Westmoreland Road at Site Driveway 3	40	No
Loop 9 EB/WB Access Road at Site Driveway 4	40	No
Loop 9 EB/WB Access Road at Site Driveway 5	40	No
Loop 9 EB/WB Access Road at Site Driveway 6	27	No
Loop 9 EB/WB Access Road at Site Driveway 7	6	No
Loop 9 EB/WB Access Road at Site Driveway 8	6	No

TRAFFIC IMPACT ANALYSIS



Conclusions and Recommendations

- At 2026 Phase 1 buildout (Single-Family Residential), the proposed development is projected to generate approximately 432 weekday trips, including 29 trips during the AM peak hour and 34 trips during the PM peak hour.
- At 2028 Full-Buildout, the proposed development is projected to generate approximately 6,964 weekday trips, including 273 trips during the AM peak hour and 533 trips during the PM peak hour.
- Capacity analysis at Phase 1: Under both no-build and build conditions, all study intersections are expected to operate acceptably except at Westmoreland Road and Bear Creek Road, where the majority of critical movements are expected to operate at LOS F with significant 95th percentile queues. Phase 1 (Single-Family Residential) of the proposed development is anticipated to have minimal impact on these already failing movements.

TRAFFIC IMPACT ANALYSIS



Conclusions and Recommendations

- At 2026 Phase 1 Recommendation:

The intersection is expected to operate more efficiently with a traffic signal. It is recommended that the City of Glenn Heights evaluate the need for signalization at the intersection of Bear Creek Road and Westmoreland Road. Until both roadways are widened to improve the level of service for critical movements, the intersection should be improved with a traffic signal and exclusive left-turn lanes on all approaches. Since the widening of Bear Creek Road is anticipated around 2030 and the timeline for Westmoreland Road improvements is currently unknown, implementing a traffic signal with exclusive left-turn lanes, if feasible, is necessary to address interim traffic operational needs.

TRAFFIC IMPACT ANALYSIS



Conclusions and Recommendations

- Capacity analysis at 2028 full-build, conditions shows that all the study intersections are expected to operate acceptably except:
 - Westmoreland Road at Bear Creek Road: The majority of the critical movements are expected to operate at LOS F with significant 95th percentile queues.

Recommendation: The recommendation above will remain valid under full-build conditions to achieve an acceptable level of service at the intersection, with the additional improvement of an eastbound right-turn lane. Appendix D presents the mitigation analysis and recommended improvements for the 2026 and 2028 build conditions.

RECOMMENDATION



- ❑ Approval of the Planned Development-33 with conditions:
 - ❑ Multifamily and Commercial Districts within the PD are not to be eligible for building permits for two (2) years after approval of the PD or when Loop 9 construction starts, whichever comes first.
 - ❑ Mutual Private Access Agreement/ Easement to be created for the Northern-most street. It will not to be a public street.
 - ❑ The addition of a required Property Owner's Agreement for the maintenance of the streets, drainage, landscaping, and infrastructure if the Commercial District is owned by more than one (1) party.
 - ❑ Northbound Left Turn Lane and Southbound Deceleration lane at the Main entrance along Westmoreland will improve the turning movements.

QUESTIONS



COMMENTS

AN ORDINANCE OF THE CITY OF GLENN HEIGHTS, TEXAS

ORDINANCE NO. O-20-25

AN ORDINANCE OF THE CITY OF GLENN HEIGHTS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, PLAN AND MAP OF THE CITY OF GLENN HEIGHTS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FOR AN APPROXIMATE 46.32+/-ACRE PARCEL OF LAND GENERALLY LOCATED ON THE WEST SIDE OF S. WESTMORELAND ROAD AND NORTH OF THE CITY'S SOUTHERN CITY LIMIT AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO (THE "PROPERTY"), TO REZONE THE PROPERTY FROM SINGLE FAMILY RESIDENTIAL – 1 (SF-1) DISTRICT TO PLANNED DEVELOPMENT ("PD-33"), ALLOWING FOR THE DEVELOPMENT OF MIXED USE SINGLE FAMILY, MULTIFAMILY AND COMMERCIAL USES; ADOPTING PLANNED DEVELOPMENT REGULATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Planning and Zoning Commission of the City of Glenn Heights and the City Council of the City of Glenn Heights, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and the City Council of the City of Glenn Heights is of the opinion and finds that a zoning change should be granted, and that the Comprehensive Zoning Ordinance, Plan and Map should be amended.

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

SECTION 1. The Comprehensive Zoning Ordinance, Plan and Map of the City of Glenn Heights, Texas, as heretofore amended, be and the same are hereby amended by granting a change in zoning from Single Family – 1 (SF-1) to Planned Development (PD-33) with underlying base zoning of Single Family Residential – Patio Homes (SF-PH) for District 1, Multifamily Residential (MF) for District 2, and Commercial (C) for District 3, as shown in Exhibit B ("Concept Plan") to the Planned Development District Regulations attached hereto as Exhibit "B," for a 46.32+/- acre tract of land generally located on the west side of S. Westmoreland Road and north of the City's southern city limits, and being more particularly described as a tract of land located in the Newton C. Laughlin Survey, Dallas County Abstract No. 764, City of Glenn Heights, Dallas County, Texas, and being 46.32 acre tract of land described in Warranty Deed with Vendor's Lien to KGN Realty, LLC, recorded in Instrument No. 202100261547, Official Public Records of Dallas

County, Texas (OPRDCT), and being more particularly described in Exhibit “A” attached hereto (the “Property”).

SECTION 2. That the development standards and regulations set forth in the following exhibits:

Planned Development District Regulations - Exhibit B
Concept Plan – Exhibit B to Planned Development District Regulations

all of which are attached hereto and made a part hereof, shall be applicable to all land uses, structures, the use and occupancy of all structures and the development, construction, operation maintenance of all improvements on the Property.

SECTION 3. The Property shall be used only in the manner and for the purposes provided herein and by the ordinances of the City of Glenn Heights, Texas, as heretofore amended, and as amended herein. The development, use and occupancy of the Property shall conform to the standards and regulations set forth in the Exhibits attached hereto, the provisions of the Comprehensive Zoning Ordinance of the City of Glenn Heights, Texas, and the laws of the State of Texas, as amended. In the event of any conflict or inconsistency between the provisions of this ordinance and the provisions contained in any other provision of the City’s Comprehensive Zoning Ordinance or other codes or ordinances of the City, the provisions of this ordinance shall control. In the event that this ordinance does not include a standard or regulation that is otherwise required for similar or comparable development or uses by the Comprehensive Zoning Ordinance or Code of Ordinances, then the standard or regulation required by the Comprehensive Zoning Ordinance or Code of Ordinances shall be applied to development and use of the Property.

SECTION 4. An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 5. Should any sentence, paragraph, subdivision, clause, phrase, or section of this ordinance or the Comprehensive Zoning Ordinance, as amended hereby, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance or the Comprehensive Zoning Ordinance as a whole, or any part or provision thereof, other than the part declared to be invalid, illegal, or unconstitutional.

SECTION 6. Any person, firm, or corporation violating any of the provisions or terms of this ordinance or the Comprehensive Zoning Ordinance, as amended hereby, shall be subject to a penalty by fine not to exceed two thousand dollars (\$2,000.00) for each offense, and each and every day such violation continues or is allowed to exist shall constitute a separate offense.

SECTION 7. This ordinance shall take effect immediately from and after its passage and the publication of its caption, as the law and charter in such cases provide.

DULY PASSED by the City Council of the City of Glenn Heights, Texas this 12th day of November, 2025.

APPROVED:

SONJA A. BROWN, MAYOR

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

David M. Berman, City Attorney

EXHIBIT A

BEING a tract of land located in the Newton C. Laughlin Survey, Dallas County Abstract No. 764, City of Glenn Heights, Dallas County, Texas, and being 46.32 acre tract of land described in Warranty Deed with Vendor's Lien to KGN Realty, LLC, recorded in Instrument No. 202100261547, Official Public Records of Dallas County, Texas (OPRDCT); being more particularly described by metes and bounds as follows:

BEGINNING at a point for corner in the center of Westmoreland Road that is the northeast corner of the PRUITT TRACT and same being the northeast corner of said LAUHGLIN SURVEY and the southeast corner of the ELIAS R. PARKS SURVEY ABSTRACT NO. 1131;

THENCE south 00 degrees 51 minutes 38 seconds east along the center of Westmoreland Road and the east line of said LAUGHLIN SURVEY a distance of 1,676.43 feet to the southeast corner of this tract and same being the northeast corner of Westmoreland road estates to the City of Ovilla as recorded in volume 71184, page 1913, map records, Dallas county, Texas;

THENCE along a curve to the left departing the northwesterly right-of-way line of Westmoreland Road, having a radius of 6,490.22 feet, through a central angle of 11 degrees 05 minutes 20 seconds, for an arc length of 1,254.15 feet (chord bearing N 68°25'04" W, chord length 1,256.11 feet), to a point;

Thence northwesterly, continuing along a curve to the left, having a radius of 6,511.89 feet, through a central angle of 14 degrees 01 minutes 29 seconds, for an arc distance of 1,589.98 feet (chord bears N 55°49'54" W, 1,593.95 feet), to a point located 96.52 feet northwest of a dead tree used as a corner fence post in the north line of the LAUGHLIN SURVEY, same being the northwest corner of this tract and the northeast corner of a 7.5-acre tract conveyed to CURTIS E. PITTARD, by deed recorded in Volume 79042, Page 2162, Deed Records, Dallas County, Texas; Thence North 89 Degrees 02 minutes 05 seconds east along the north line of the LAUGHLIN SURVEY and passing a 1/2" iron rod found at 2480.51 feet and continuing a total distance of 2461.14 feet to the place of beginning and containing 46.32 acres of land, more or less.

EXHIBIT: B
PLANNED DEVELOPMENT DISTRICT REGULATIONS
WESTMORELAND ESTATES
2011 S. WESTMORELAND ROAD
CITY OF GLENN HEIGHTS, DALLAS COUNTY, TEXAS
_____, 2025

By
DDC, INC.
S. I. Abed. PE. CFM.
214-868-9320 /abed.ddc@gmail.com

DEVELOPMENT REGULATIONS
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ZONING ORDINANCE**

PART 1. PURPOSE AND INTENT

1.01 General

This Planned Development district is meant to allow for a mixed-use development near the S. Westmoreland Road. The 46.32 acres property would be comprised of Single-Family Patio Homes District, Multifamily Residential District and Retail District with open spaces, parks, recreational ponds and amenities for the residents of the community.

The intent of the PD is to establish a zoning district that would meet the diverse demands of the current and future recommend zoning area maps to escalate controlled future desirable growth of the city.

The site is under SF-1, single family. However, because of the proposal for TXDOT Loop-9 extension through development, future demand will be more for Commercial, Office and Dense Residential as planned in Future Development Zoning Map adopted by the City.

Additionally, the development shall include mixed use development and be connected through pedestrian sidewalks.

The location and orientation of parks and ponds and boundaries of different phases may alter if required to comply with City of Glenn Heights specifications, FEMA and USACE regulations and restrictions.

Planned Development would consist of approximately 46.32 acres divided into three districts.

District 1, SF-PH/ Single-Family Residential- Patio Home District, would be comprised of approximately 7.53+/- acres with SF-PH/ Single-Family Residential- Patio Home base zoning, for the development of one to two-story single-family detached Patio Homes/Patio homes units. "Patio homes," this term refers to a subset of single-family attached homes characterized by smaller lot sizes, patios, and a focus on low-maintenance living.

District 2, the MF, Multifamily Residential District, with base zoning MF/ Multifamily Residential, would be comprised of approximately 17.23+/- acres with a Multifamily Residential base zoning for the development of up to four-story modern apartment buildings.

District 3, the Commercial District with base zoning the C/ Commercial, would be comprised of approximately 6.82+/- acres with a Retail base zoning for the development of one- and two-story, retail and neighborhood service pad sites. This district will span at the North side frontage of Loop-9.

The standards and conditions in PD shall be applicable to all districts. The permitted uses within these districts be consistent with the "Concep Site plan"/ "Exhibit C1". Detail Construction plan layout & Plat are subject to meet City design Criteria, State regulations, FEMA (Federal Emergency Management Agency), USACE (United State Army Corps of Engineers) and proposed PD condition. Based on market demand, areas of a certain district may alter and may add or subtract area from other districts.

Approximately 6.3+/- acres of land is dedicated to open areas, park, retention pond, park amenities, landscape area etc. The developer pledges to install sidewalks, bench and trash cans, USPS decorative mailboxes on Residential district, fountains on retention ponds and hydro seed all parks and open areas.

Developer to install screen walls along property boundaries per City specifications and mentioned in this PD and shown in “Exhibit C2”, “Exhibit K-3a” and “Exhibit K-3B”.

Decorative metal fencing is required along street frontages on Loop 9 and Westmoreland Road within the multifamily district. A four-foot wrought iron metal fence must be installed around detention ponds. An eight-foot concrete masonry wall is to be placed along the northern property line of multifamily and at the south side of the single-family frontage adjacent to Loop 9. Commercial areas are to have a four-foot hedge-type shrub along the frontage with Loop 9 and Westmoreland Road.

A twenty (20) feet minimum landscape buffer is required along Loop 9 and Westmoreland Road frontage.

A minimum 4 ft. sidewalk will connect all parts within the area of an individual district or phases, whereas this sidewalk system will interconnect all individual phases of development and connect in-between all green space, detention/retention ponds and park areas.

1.02 Planned Development District

The Planned Development District, as defined under the City of Glenn Heights’ Comprehensive Zoning Ordinance, is intended to accommodate single family, multifamily, Retail, open space, parks, and ponds. Except as set forth in these regulations, these zoning districts will be planned and developed in accordance with planned development provisions of the City of Glenn Heights’ Comprehensive Zoning Ordinance including, without limitation, and City’s Subdivision Regulations contained in Chapter 10.

PART 2. ALLOCATION OF LAND USES

2.01 Table 1 – Approximate Land Use Allocation

Proposed Land Use District	Base Zoning District	Total Approximate Land Area (Including open space)
District-1 Single-Family Residential-Patio Homes/Townhomes	SF-PH/ Single-Family Residential-Patio Home	7.53 acres (23.84%)
District-2 Multifamily Residential District	MF/ Multifamily Residential	17.23 acres (54.56%)
District-3 Commercial District	C/ Commercial	6.82 acres (21.60%)
Open/Park Spaces, Recreational Ponds, Landscape area and Amenities (Min. Required)	N/A	10% (Of developable area)
Open/Park Spaces, Recreational Ponds, Landscape area and Amenities (Provided)	N/A	6.28 acres (19.9% of developable area)
Approximate area dedicated for S. Westmoreland Road ROW	N/A	0.84 acres (60+ ft) *
Approximate area dedicated for TXDOT Loop-9 ROW	N/A	13.65 acres
Approximate Developable area (Excluding future Loop-9 ROW)	N/A	31.60 acres

* S. Westmoreland ROW. to be dedicated by Plat

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

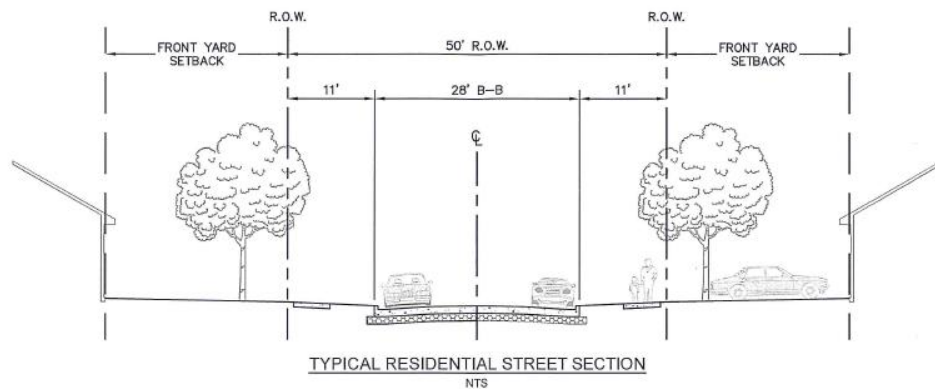
PART 3. DISTRICT DESIGN & DEVELOPMENT STANDARDS

3.01 General Development Standards

- A. Development Phasing & Building Finals – For all residential phases of this Planned Development, the developer must complete construction and installation of the community amenities and park space of the district prior to the issuance of no more than fifty percent (50%) certificate of occupancy.
- B. City of Glenn Heights reserves the right not to issue any building permits for the Multi Family and Commercial developments up to two years from the Zoning approval date or until the start of Loop 9 construction; whichever comes first.

Developer anticipates Multi-family development to take place ahead of any commercial and residential development. Full development of Multifamily to take place over couple of years causing gradual increase in traffic flow. With current conditions, development will cause additional traffic on northbound S. Westmoreland Road. However, the traffic will completely reverse after TXDOT Loop 9 is completed, shifting the majority load of additional traffic to Loop 9.

- C. Streets and Roadways – To promote a safe, sustainable, and walkable community, all public streets within the Planned Development shall be concrete and designed and constructed in accordance with the City Code and City of Glenn Heights’ Comprehensive Zoning Ordinance in effect at the time of approval of the Final Plat by the City Council. Typical residential street section.



- D. Public Utilities – All public utilities in this Planned Development must be installed by the Developer in accordance with the City Code and City of Glenn Heights’ Comprehensive Zoning Ordinance in effect at the time of approval of the Final Plat by the City Council.

3.02 District 1 –Single-Family Residential-Patio Home/Townhome District (Current Zoning: SF-1/ Single Family-1) (Proposed Base Zoning “SF-PH” Single-Family Residential-Patio Home/Townhome Zoning)

The Single-Family Residential-Patio Homes/Townhomes district shall provide for the development of one and two-story, single-family attached or detached units with zero-lot-line. The standards and conditions within this section shall be applicable to this district. The permitted uses within this district be consistent with the Concept Plan as well as the Design Standards herein described for this district. Detail Construction plan layout & Plat are subject to meet City design Criteria, State & Federal regulations, and proposed PD conditions.

Table 2 –Single-Family Residential-Patio Homes/Townhomes

Minimum Lot Requirements (Except in bend or cul-de-sac)	
Lot Area	3300 sf. (SF-1 Zoning 20,000 sq. ft)
Lot Width	30'(SF-1 Zoning 125 ft)
Lot Depth	100'(SF-1 Zoning 140 ft)
Minimum Dwelling Unit Requirements	
1 Bedroom Unit	1,100 sf. (SF-1 Zoning 2,700 sq. ft)
2 Bedroom Unit	1,200 sf. (SF-1 Zoning 2,700 sq. ft)
3 Bedroom Unit	1,300 sf. (SF-1 Zoning 2,700 sq. ft)
Minimum Setback Requirements	
Front Yard Setback	20' (SF-1 Zoning 35 ft)
Side Yard Setback	0 ft for Townhomes/ 5 ft between Patio Homes at one side and 0 ft on the other side (SF-1 Zoning 15 ft)
Side Yard Adjacent to Street	10' (SF-1 Zoning 25 ft)
Rear Yard Setback	15' (SF-1 Zoning 30 ft)
Lot Coverage for Main Structure	65% (SF-1 Zoning 35 %)
Maximum Building Requirements	
Main Structure Height	35' (SF-1 Zoning 35 ft)
Max. Density/ Acre	12
Minimum Landscaping Requirements	
Trees	One 3" caliper tree in front yard One 3" caliper tree in rear yard
Sod	Front, side, & rear yard

- A. Special Conditions – in addition to the district development standards in Table 2, the development of this district shall be subject to the following special conditions:
- i. The total land area (Including park, pond or common area) of this district shall not exceed 30% of the total land area for this PD.
 - ii. If townhomes are built, all buildings within this district shall contain no more than 8 single-family attached units. For Single Family Patio Homes, a 5' setback is required from one side and zero setback from the other side of property line.
 - iii. All units may be front entry.
 - iv. The number of lots within this district does not exceed 60.
 - v. The residential density within this district shall not exceed 12 units per acre.
 - vi. At minimum, the park and open spaces within this district contain a gazebo, a Children's playground, two park benches, and a pedestrian sidewalk.
 - vii. A shaded storage smaller than 250 sf can be built with 5' offset from the fence line.
 - viii. Construct a trail around the pond.

- B. District Development Conditions – The desired land design requirements for this district are achieved in accordance with the attached “Exhibit C1” and the following criteria:
- i. The entry feature for this district shall contain a masonry monument sign designed to meet the City’s Development Regulations. The final design and placement of the monument sign shall be agreed upon between the City and Developer prior to construction. (See Exhibit E)
 - ii. A continuous four (4’) wide concrete pedestrian sidewalk shall be located on both sides of the street, in the right-of-way of every internal street within this district. Sidewalks meant to be adjacent to residential lots to be constructed by the builder.
- C. Residential Design Standards – The desired architectural standards for this district are achieved in accordance with the following criteria:
- i. To avoid large blank facades, variations in the elevation of residential facades facing a public street shall be provided in both the vertical and horizontal dimensions. At least twenty (20%) percent of the façade shall be offset by a minimum of 1 foot (1’) either protruding from or recessed back from the remainder of the façade.
 - ii. Min. percentage of masonry on exterior should not be less than 60%.
 - iii. All Patio Homes/Townhomes units shall have a minimum roof pitch of 8:12 on primary pitches with articulation, dormers or a combination of hip and gable roofing.
 - iv. A minimum of two covered parking spaces shall be required for every residential unit within this district.
 - v. Garage doors may be located on the primary street elevation (front entry). Each garage shall be a minimum 18’ wide and 20’ deep.
 - vi. Builder to provide an eighteen (18) foot wide driveway for each unit.
 - vii. Example elevation: **See Exhibit D-1a for Conceptual Patio Homes plan. Detail design to be provided by the builder to satisfy minimum City specification.**
- D. Landscaping and Screening – Each residential lot within this district shall comply with the following criteria:
- i. Side and rear yard fences shall be permitted to a height of six feet (6’) maximum and constructed of wood with metal posts and rails to the inside.
 - ii. Pressure treated wood is prohibited.
 - iii. Four (4) feet wrought iron fences to be constructed around public retention/detention pond.
 - iv. An eight-foot concrete masonry wall will be installed along the frontage with TXDOT Loop 9. Traditional wood fence with steel post to be installed along the Northern boundary shared with other single-family district.

- v. A twenty (20) feet minimum landscape buffer is required along TXDOT Loop 9.
 - vi. Each residential lot shall have a sodded front, side, and rear yard with a minimum of one tree planted in the front yard and one tree planted in the rear yard. Each tree shall be a minimum of 3" caliper.
 - vii. All landscaped areas must be kept in healthy and growing conditions. Any plant materials that die during a time of year when it is not feasible to replant shall be replaced within six (6) months by the homeowner.
 - viii. Each residential lot shall have an automated, subsurface irrigation system.
 - ix. All residential structures must be designed such that no mechanical equipment (HVAC, etc.) except vents and stacks, are visible from the public right-of-way, whether the equipment is located on the ground, exterior walls, or the roof.
- E. Maintenance of Parks, Open Spaces, & Common Areas – The developer shall establish a Homeowners' Association (HOA) which is mandatory among all owners of lots in the district. HOA to carry out the following responsibilities within all parks, open spaces, and common areas:
- i. Clean up and litter removal.
 - ii. Landscaping installation, care, and maintenance.
 - iii. Trimming, cleaning, and removal of unwanted vegetation.
 - iv. Maintain benches, concrete trails, entry features, and any other installed improvements.
 - v. Electricity payments for the lighting of entry features and amenities.
 - vi. Pond, drainage channel and retaining walls maintenance.
 - vii. HOA shall be perpetual, membership mandatory among all owners of lots in the district, and assessments shall be collectible via liens.
- F. Developer Responsibility – During the development of this district, the developer shall be responsible for the following:
- i. Serving as the City's point of contact for all concerns regarding the maintenance of the parks, open spaces, and common areas until at least all lots are occupied.
 - ii. Installation of irrigation systems, benches, concrete trails, entry features, subdivision screening wall, playground equipment, and any other improvements.
 - iii. Pond, drainage channel and retaining walls maintenance.

3.04 District 2 – Multifamily District (Current Zoning: SF-1/ Single Family-1) (Proposed Base Zoning “MF” Multifamily Residential Zoning

The Multifamily District shall provide for the development of up to Three stories multifamily buildings. The standards and conditions within this section are applicable to this district.

The permitted uses within this district be consistent with the Zoning “Exhibit C1” as well as the Design Standards herein described for this district. Detail Construction plan layout, building layout & Plat are subject to meet City design Criteria, State & Federal regulations and proposed PD conditions.

Table 5 – Multifamily District Development Standards

Minimum Dwelling Unit Requirements	
Studio	500 sf.
1 Bedroom Unit	800 sf.
2 Bedroom Unit	950 sf.
3 Bedroom Unit	1,100 sf.
Minimum Building Setbacks	
From S. Westmoreland Ultimate ROW	Min. 40 feet
From subdivision to the north	70 feet
From Commercial lot	Min. 30 feet
From Patio Home district	Min. 40 feet
Maximum Building Requirements	
Main Structure Height	Up to three stories.
Accessory Structure Height	1 story (15 ft max.)
Building Separation	30’ or IBC and IFC requirements

- A. Special Conditions – in addition to the district development standards in Table 5, the development of this district shall be subject to the following special conditions:
- The total land area (Including, park, pond or common area) of this district shall not exceed 60% of the total land area for this PD.
 - Each Building within this district shall contain no more than 60 residential dwelling units.
 - The number of residential units within this district shall not exceed 360.
 - The residential density within this district shall not exceed 25 units per acre.
 - The “Private Street with Mutual Access Easement and Public Utility Easement” indicated in the Concept Plan will provide cross access from Loop 9 and Westmoreland for both Multifamily and Single-Family Districts until Loop 9 construction is finished.

- vi. Following the completion of Loop 9, when the Single-Family District obtains direct access from Loop 9, the proposed private street with mutual access easement described in the Concept Plan; located parallel to the north property line; may be removed, allowing for the multifamily development to become a gated community.
 - vii. Any driveway connecting development at North should be gated but fully accessible by Emergency Vehicles only.
- B. District Development Conditions – The desired land design requirements for this district are achieved in accordance with Zoning “Exhibit C1” and the following criteria:
- i. Final Park layout/equipment to be agreed upon between City and Developer before final approval of the subdivision plat for the development. The developer commits to completing all the Onsite Park and amenities upon 50% occupancy reached including:
 - a. Amenity Center Building w/rental Office
 - b. Pickel Ball Court or equivalent.
 - c. Kids Playground
 - d. Benches and sidewalks.
 - ii. The entry feature for this district shall contain a masonry monument sign designed to meet the City’s Development Regulations. The final design and placement of the monument sign shall be agreed upon between the City and developer prior to construction.
- C. Residential Design Standards – The desired architectural standards for this district are achieved in accordance with Builders’ specifications but to match with minimum of following criteria:
- i. To avoid large blank facades, variations in the elevation of the apartment building facades shall be provided in both the vertical and horizontal dimensions. At least twenty (20%) percent of the façade shall be offset by a minimum of 1 foot (1’) either protruding from or recessed back from the remainder of the façade.
 - ii. Building material for Single Multifamily Façade to meet min. City Standard specification or 60% of Front facing façade must be constructed of brick, Fiber Cement, stucco, or stone veneer, whichever is greater.
 - iii. A detailed material listing with building elevations to be provided by the respective builders, that relates to their proposed building, along with his building permit submission to the City. The plans should satisfy the minimum City specification.
 - iv. The builder must provide detailed design, plan, elevations, and material list along with building permits when applying to the city.

- v. The City of Glenn heights general development code to be followed for parking design.
 - vi. Example elevation: **See Exhibit D-2a & Exhibit D-2b Multifamily**
 - vii. The builder provides detailed design during site plan approval prior to development.
 - viii. A minimum of 25% of parking proposed for Multifamily should be Garage parking.
 - ix. Total number of parking should follow City of Glenn Heights' specifications for Multifamily parking.
- D. Landscaping and Screening – Each residential lot within this district shall comply with the following criteria:
- I. Decorative metal fencing is required along Loop 9 and Westmoreland Road frontages in the multifamily district. A four-foot wrought iron fence must enclose the detention pond, and an eight-foot concrete masonry wall must be installed along the northern property line.
 - II. A combination of 10 ft Landscape buffer & evergreen Trees/Shrubs from City of Gleen Heights' list of plants under "Live Screen" category and decorative wrought iron fence are required to mitigate buffers between the Multifamily and Commercial districts.
 - III. A minimum 10 ft Landscape buffer along with Large Tree and minimum 6 feet tall Masonry Fence to be installed along the Northern boundary line between Residential and Multifamily Development.
 - IV. Min. 20 ft Landscape Buffer are required along Westmoreland Road at the East and along Loop 9 frontage road at the South.
 - V. 10' min. landscape buffers along with evergreen trees are required between the patio homes development across the road at West, with Masonry fence along patio homes property lines.
 - VI. An irrigation system must be provided with all landscape plans. Irrigation plans shall comply with the design standards set forth by the City of Glenn Heights.
 - VII. All landscaped areas must be kept in healthy and growing conditions. Any plant materials that die during a time of year when it is not feasible to replant shall be replaced within six (6) months by authorized party.
 - VIII. All residential structures must be designed such that no mechanical equipment (HVAC, etc.) except vents and stacks, are visible from the public right-of-way, whether the equipment is located on the ground, exterior walls, or the roof.
 - IX. The final landscape plan shall be reviewed by City Staff for approval and trees should be selected from the approved tree list by the City.
- E. Dumpster Facilities – Dumpster facilities within this district shall meet the following criteria:

- a. The Multifamily district shall have Dumpster containers located generally around the site for easy access from each residential building.
 - b. All trash/recycling receptacles must be screened on at least three sides with minimum 6 feet tall masonry walls and have gates.
 - c. Dumpsters are oriented such that the open side is not visible from the public right-of-way including S. Westmoreland and Loop 9.
 - d. No dumpster to be provided along the property line with Single Family at North and Patio Homes at West. A minimum of 20' buffer to be maintained for dumpster from adjacent residential development.
- F. Parks, Open Spaces, and Amenities – The Multifamily District shall have an amenity center that is to be operated and maintained by the Owner/Property Manager of the Apartment Complex. The amenity center shall include:
- I. Amenity buildings are no smaller than 1,600 square feet.
 - II. Furnished fitness center.
 - III. Pedestrian sidewalks & walking trails.
 - IV. Optional Swimming pool.
 - V. Indoor restrooms.
 - VI. Children's playground.
 - VII. Community meeting room.
 - VIII. At minimum, the park and open spaces within this district shall contain kids' playground, two park benches, 4 ft sidewalks and pedestrian walking trail. In addition, there are a minimum of 3 grills and a minimum of 3 picnic tables to be installed at the entire open spaces. This area, being the center of all development to be accessible from all phases through sidewalks. (See detail Exhibit E to Exhibit J)
- G. Maintenance of Parks, Open Spaces, & Common Areas – The developer shall be responsible for all operation and maintenance of items listed below. With the change of ownership, the Property Owner's Association (POA) to carry out the following responsibilities within all parks, open spaces, and common areas:
- I. Clean up and litter removal.
 - II. Landscaping installation, care, and maintenance.
 - III. Trimming, cleaning, and removal of unwanted vegetation.
 - IV. Maintain benches, concrete sidewalks, entry features, drainage channels, and any other installed improvements.
 - V. Pay electricity bill for the lighting of entry features and amenities
 - VI. Pond, drainage channel and retaining walls maintenance.
 - VII. POA, the primary owner of the multifamily buildings shall bear permanent and full responsibility for the above obligations, and this responsibility shall be a deed restriction running with the land.

H. Developer Responsibility – During the development of this district, the developer shall be responsible for the following:

- i. Serving as the City’s point of contact for all concerns regarding the maintenance of the parks, open spaces, and common areas until at least 50% of units are sold and occupied.
- ii. Installation of irrigation systems, benches, concrete trails, entry features, subdivision screening wall, playground equipment, and any other improvements.
- iii. Maintain benches, concrete sidewalks, entry features, drainage channels, pond, retaining walls, and any other installed improvements.

3.05 District 3 – Commercial District (Current Zoning: SF-1/ Single Family-1) (Proposed Base Zoning- C/Commercial)

The Commercial District shall provide for the development of one- and two-story nonresidential buildings. The standards and conditions within this section shall be applicable to this district. Development within this district shall conform to the lists below and follow the City’s development regulations for those uses. Detail Construction plan layout, Building Layout & Plat are subject to meet City design Criteria, State & Federal regulations, and proposed PD condition.

The developer shall be responsible for all operation and maintenance of items listed below. With the change of ownership, the Property Owner’s Association (POA) to carry out the following responsibilities within all parks, open spaces, and common areas:

- I. Clean up and litter removal.
- II. Landscaping installation, care, and maintenance.
- III. Trimming, cleaning, and removal of unwanted vegetation.
- IV. Maintain benches, concrete sidewalks, entry features, drainage channels, and any other installed improvements.
- V. Pay electricity bill for the lighting of entry features and amenities
- VI. Pond, drainage channel and retaining walls maintenance.
- VII. POA, the primary owner of the commercial buildings, shall bear permanent and full responsibility for the above obligations, and this responsibility shall be a deed restriction running with the land.

A. Permitted Uses – In addition to the uses permitted within the Commercial zoning under the City’s Zoning Ordinance, the following uses are permitted by right within this district:

- i. General Retail
- ii. Office
- iii. Restaurant with or without drive thru
- iv. Neighborhood Oriented Retail Business
- v. Urgent Care or Medical Office
- vi. Religious Institution

- vii. Civic Use
 - viii. Community Facilities
 - ix. Bank
 - x. Hotel or Motel (SUP)
 - xi. Convenience Store with Gasoline sales at or near intersection
 - xii. All other developments are allowed on commercial zoning.
- B. Prohibited Uses – In addition to the uses not permitted within the Commercial zoning under the City’s Zoning Ordinance, the following uses are prohibited within this district:
- i. Industrial
 - ii. Outdoor Storage
 - iii. Pawnshop
 - iv. Sexually Oriented Business
 - v. Jail
 - vi. Halfway House
 - vii. Automotive Repair or Sales
 - viii. Substance Abuse Treatment Facility
 - ix. Telecommunications / Cellular Tower
 - x. Rehab Facility.
 - xi. Vape Store.
- C. Example elevation:



PART 4. RELATIONSHIP TO CITY OF GLENN HEIGHTS COMPREHENSIVE ZONING ORDINANCE

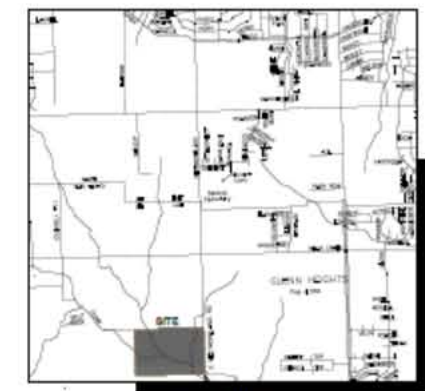
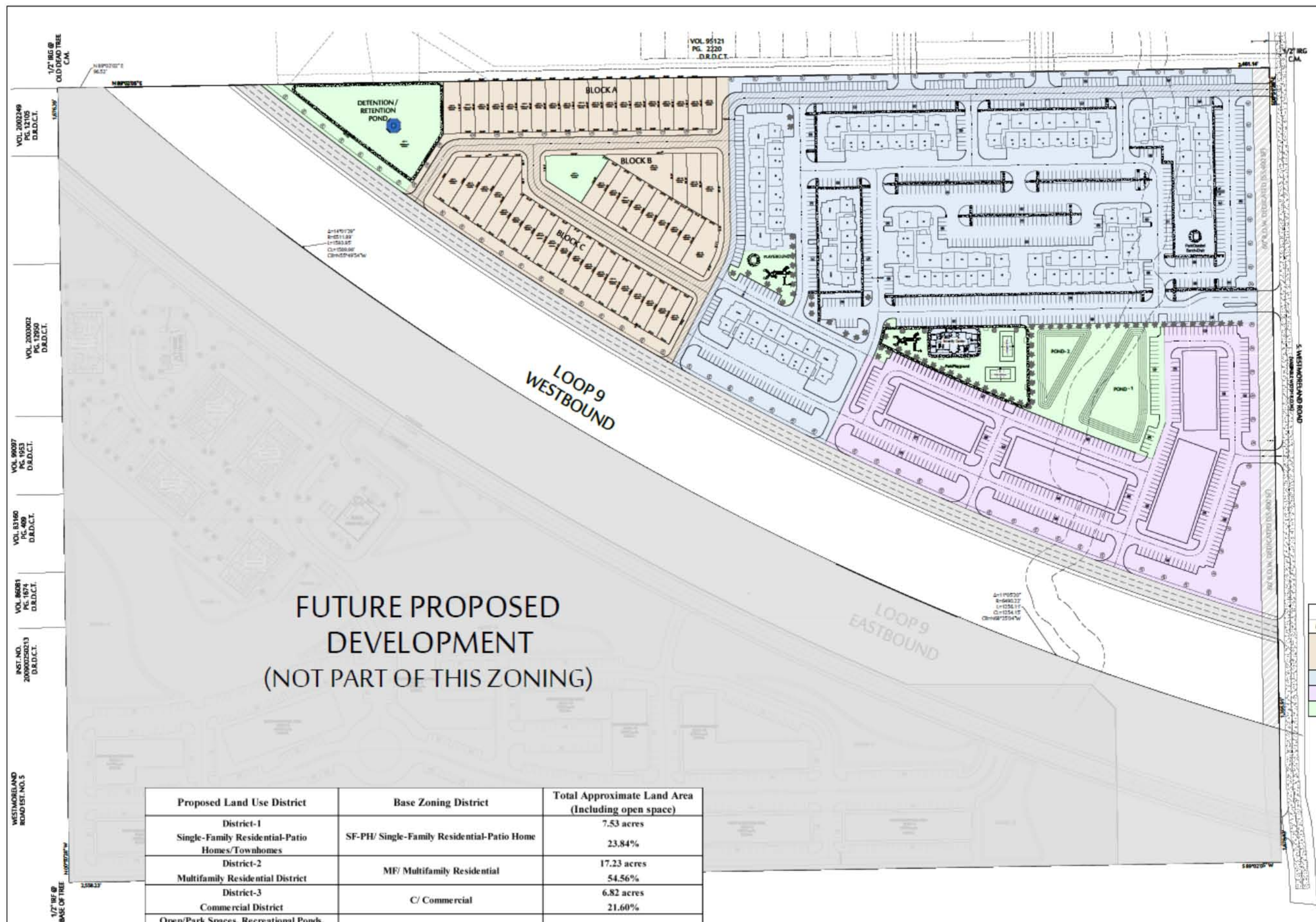
In the event of a conflict or inconsistency between the written provisions of the enabling Ordinance of these Regulations and the provisions of the City of Glenn Heights' Comprehensive Zoning Ordinance, the provisions and intent of the enabling Ordinance and these Regulations shall control. These Regulations, together with the applicable provisions of the enabling Ordinance and the applicable provisions of the City of Glenn Heights' Comprehensive Zoning Ordinance and Subdivision Regulations, shall constitute all the development standards that are applicable to the Subdivision.

The permitted uses within these districts be consistent with the Zoning "Exhibit C1-Concept Plan" as well as the Design Standards herein described for this district. Detail Construction plan layout may vary based on final design layout, approved building layout & Plat which are subject to meet City design Criteria, State & Federal regulations, and proposed PD condition.

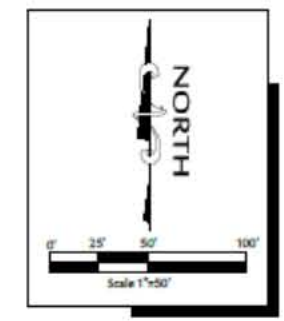
More detailed design of buildings including material list required to be submitted with Building Permit application which to meet or exceed the city requirements. The final product design, material choices depend on the Builder and their standards which to exceed or match the city requirements.

EXHIBIT C1: CONCEPT PLAN

(For illustration purpose only/ Actual product may vary depending on The Builder, their product, and requirements per City Building Ordinance)



VICINITY MAP
NOT TO SCALE



FUTURE PROPOSED
DEVELOPMENT
(NOT PART OF THIS ZONING)

Proposed Land Use District	Base Zoning District	Total Approximate Land Area (Including open space)
District-1 Single-Family Residential-Patio Homes/Townhomes	SF-PH/ Single-Family Residential-Patio Home	7.53 acres 23.84%
District-2 Multifamily Residential District	MF/ Multifamily Residential	17.23 acres 54.56%
District-3 Commercial District	C/ Commercial	6.82 acres 21.60%
Open/Park Spaces, Recreational Ponds, Landscape area and Amenities (Min. Required)		10%
Open/Park Spaces, Recreational Ponds, Landscape area and Amenities		Approx.6.3 acres / 19.9%
Approximate area dedicated for TXDOT Loop-9 ROW	N/A	13.65 acres
Approximate area dedicated for Westmoreland ROW	N/A	0.84 acres
Approximate Developable area (Excluding future Loop-9 ROW & Westmoreland ROW)	N/A	31.60 acres

PROPOSED LAND USE			
COLOR	LOT DESCRIPTION	APPROX. UNITS	APPROX. AREA
	DISTRICT 1: PATIO HOMES/ TOWNHOMES	53 (+/-); 120 MAX	6.39 ACRES
	DISTRICT 2: MULTIFAMILY	08 (+/-); 10 MAX	15.20 ACRES
	DISTRICT 3: COMMERCIAL	04 (+/-); 06 MAX	6.67 ACRES
	OPEN/PARK SPACE, POND AREAS	04 (+/-); 06 MAX	3.86 ACRES

STREET CATEGORY: PRIVATE STREET WITH MUTUAL ACCESS EASEMENT & PUBLIC UTILITY EASEMENT	
PRIVATE STREET	NO SYMBOL/ ALL STREETS EXCEPT PUBLIC ROAD

- Note:
1. Drainage/Flood study will be done during details engineering submittal
 2. A traffic impact analysis will be provided based on proposed density during details engineering submittal

ddc DESIGN DEVELOPMENT
CONSULTANTS, INC.

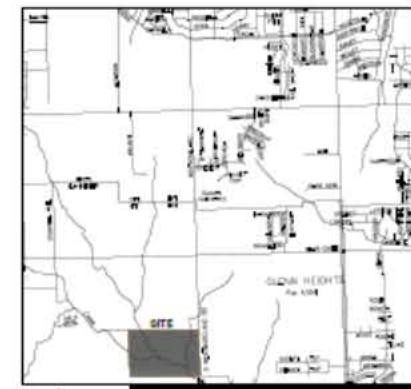
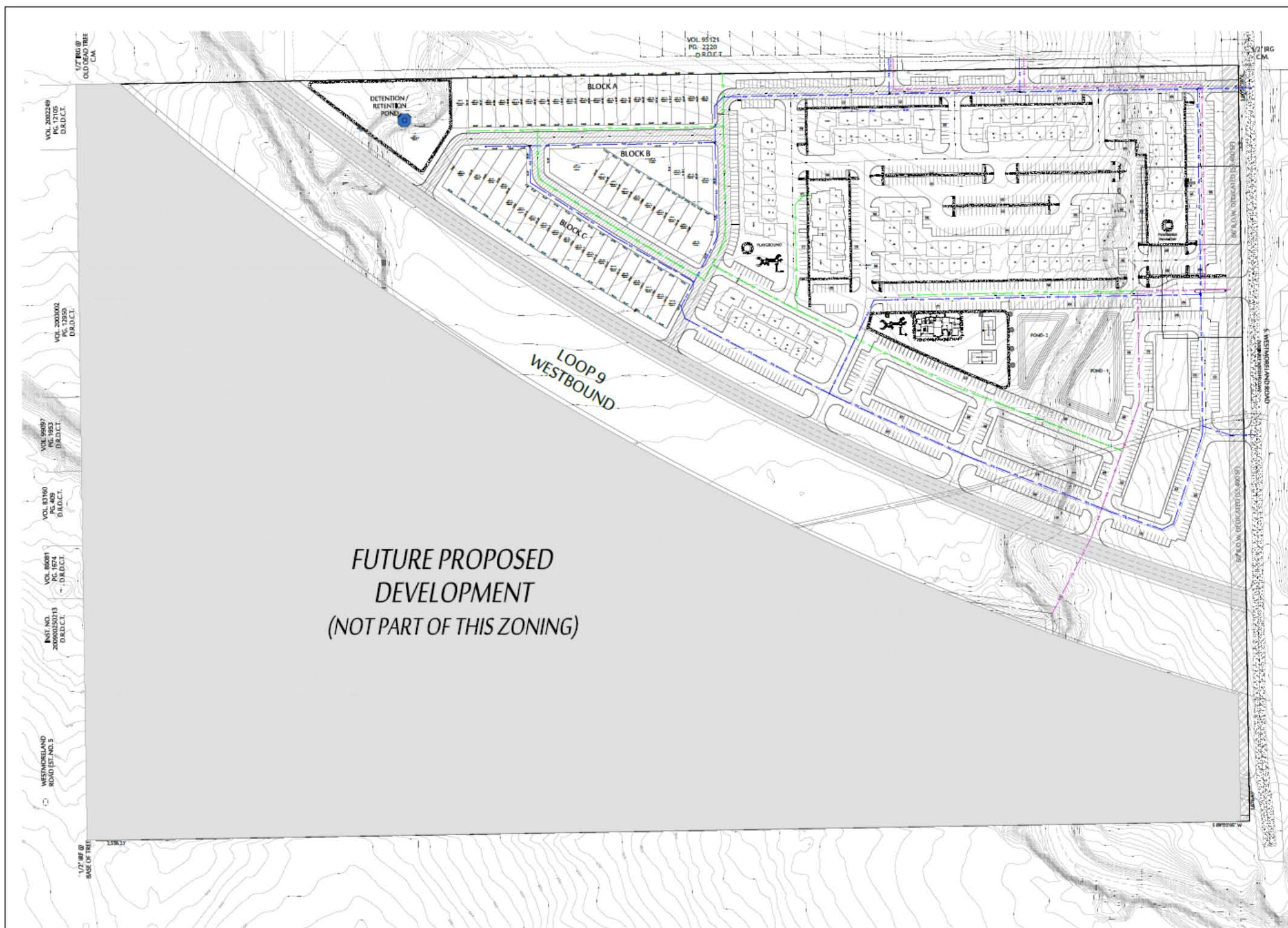
CIVIL, MUNICIPAL & LAND DEVELOPMENT CONSULTANT
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SITE OFFICE: 4440 Latta Ln, Colleyville, TX, 76034
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Email: abed.ddc@gmail.com

OWNER/DEVELOPER:
KGN REALTY LLC
151 PLAYERS CIRCLE
SOUTH LAKE, TEXAS 75092
TEL: 817-715-3613
EMAIL: farukh_ajim@hotmail.com

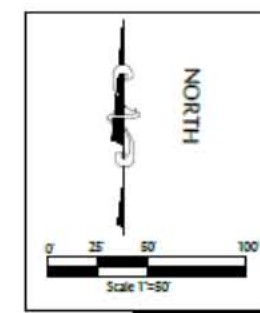
ENGINEER:
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TBPLS FIRM NO. 10194205

EXHIBIT C1
CONCEPT PLAN
WESTMORELAND ESTATES
2011 S WESTMORELAND ROAD
CITY OF GLENN HEIGHTS, DALLAS COUNTY, TEXAS.



VIGNETTE MAP
NOT TO SCALE



LEGENDS:

12" SS	PROP. 12" SEWER
8" SS	PROP. 8" SEWER
8" W	PROP. 8" WATER
○	PROP. SEWER MH

STREET CATEGORY MUTUAL ACCESS & PUBLIC STREET	
PRIVATE STREET	NO SYMBOL/ALL STREETS EXCEPT PUBLIC ROAD

FUTURE PROPOSED
DEVELOPMENT
(NOT PART OF THIS ZONING)

Note:

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ddc DESIGN DEVELOPMENT
CONSULTANTS, INC.
CIVIL, MUNICIPAL & LAND DEVELOPMENT CONSULTANT
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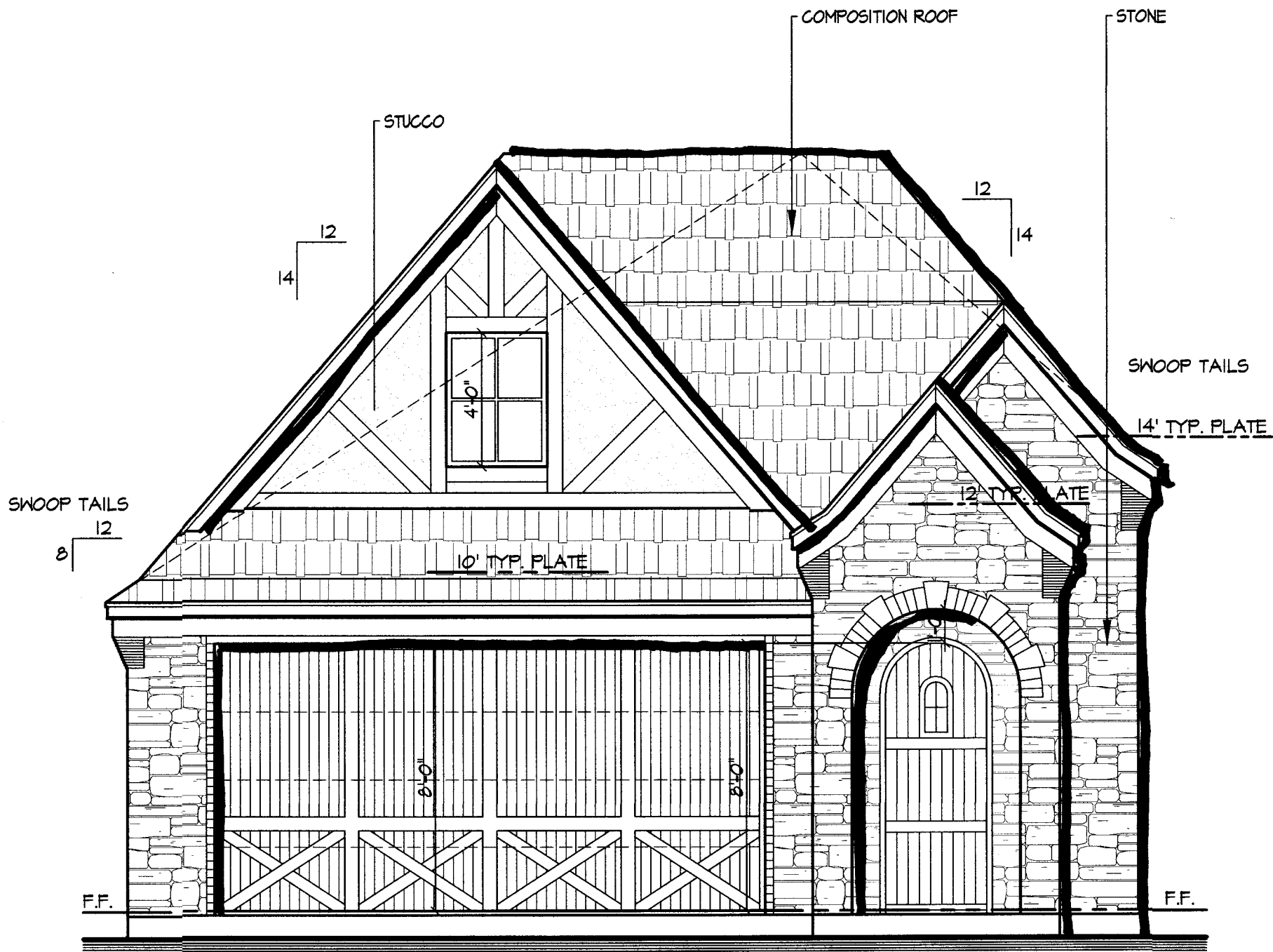
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EXHIBIT C3
CONCEPT UTILITY PLAN
WESTMORELAND ESTATES
2011 S WESTMORELAND ROAD
CITY OF GLENN HEIGHTS, DALLAS COUNTY, TEXAS.

EXHIBIT D-1A: Patio Homes

(For Illustration purposes only/Actual product may vary depending on The Builder, their product, and requirements per City Building Ordinance.

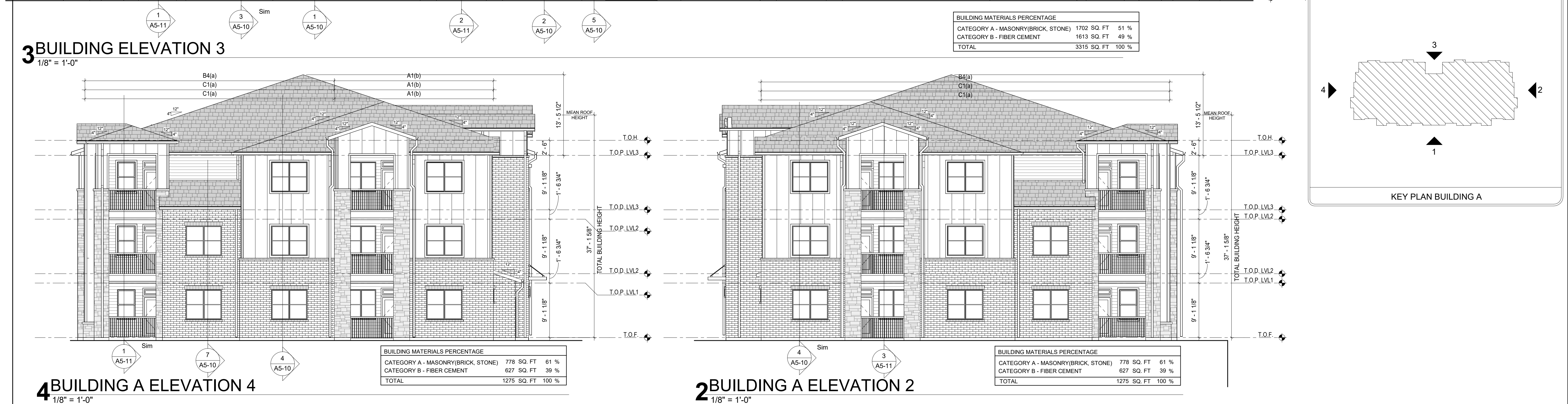


FRONT ELEVATION

SCALE: 1/4"=1'-0"

EXHIBIT D-2a: Multifamily

(For Illustration purposes only/Actual product may vary depending on The Builder, their product, and requirements per City Building Ordinance.



1/03/2024

REVISIONS

[illegible]

THE ELEVEN - MULTI-FAMILY

325 APARTMENT UNITS IN LAVON, TEXAS
DHI COMMUNITIES

LDHI COMMUNITIES

BE USED FOR
REGULATORY
APPROVAL, PERMIT, OR
CONSTRUCTION

HEID ARCHITECTS
PO BOX 100000, DENVER, CO 80201-0000
TEL: 303.733.0000 FAX: 303.733.0001
WWW.HEIDARCHITECTS.COM

214.520.8878
hedk.com

ATE

01/03/2024

PROJECT

23128

EET NUMBER

4-10

ELEVATION BLDG A

1

EXHIBIT D-3: Multifamily

(For Illustration purposes only/Actual product may vary depending on The Builder, their product, and requirements per City Building Ordinance.)

EXHIBIT D-2b: Multifamily

(For Illustration purposes only/Actual product may vary depending on The Builder, their product, and requirements per City Building Ordinance.

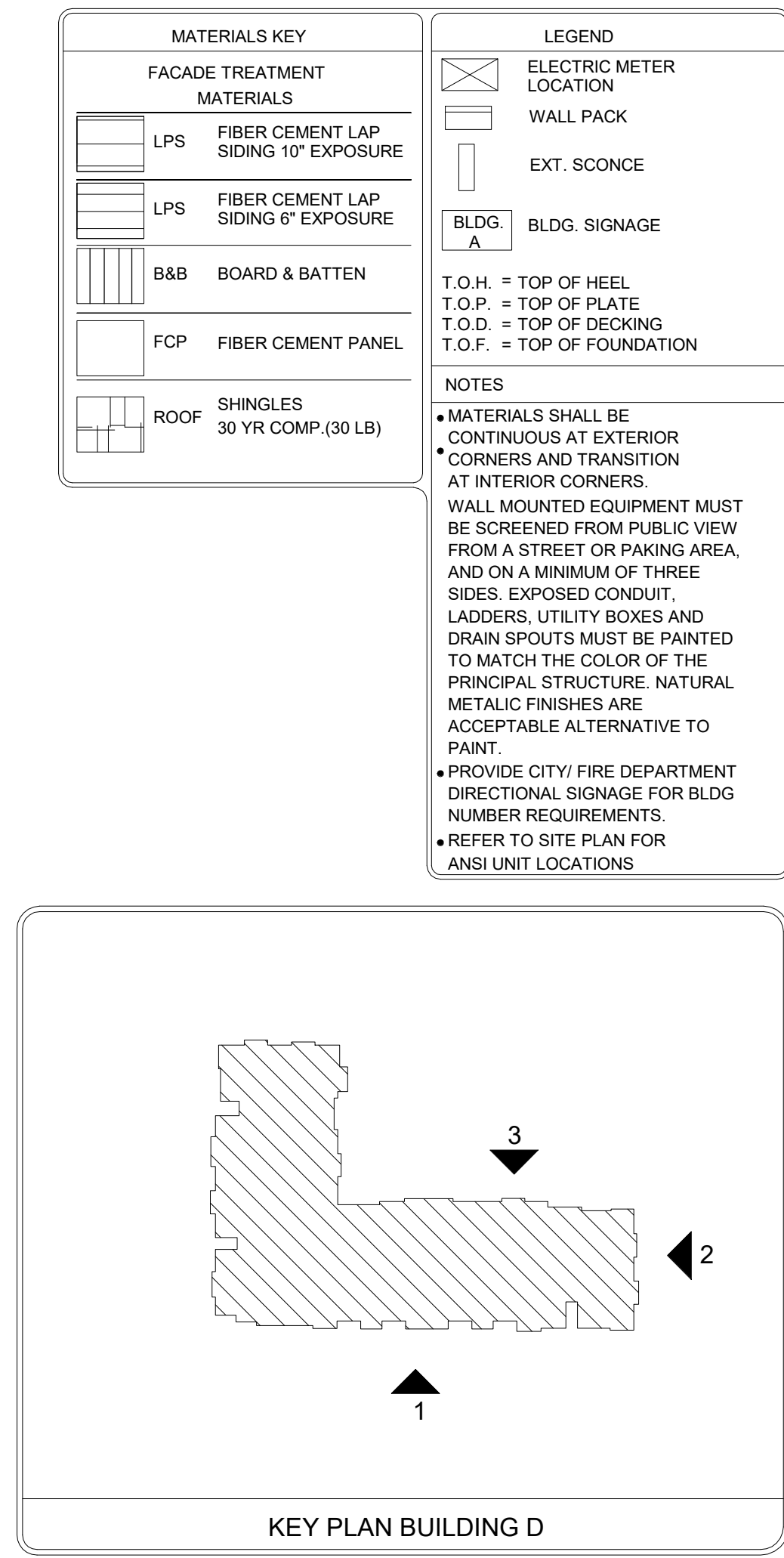


EXHIBIT D-3: Multifamily
(For Illustration purposes only/Actual product may vary depending on The Builder, their product, and requirements per City Building Ordinance.)

01/03/2024

REVISIONS

DHIELEVON - MULTI-FAMILY

325 APARTMENT UNITS IN LAVON, TEXAS

DHI COMMUNITIES

REVIEW PRINTS NOT TO BE USED FOR REGULATORY APPROVAL, PERMIT, OR CONSTRUCTION

HEDEX ARCHITECTS

4595 EXCEL PKWY ADDISON, TX 75001

214.520.8878

hedk.com

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DATE

01/03/2024

PROJECT

23128

SHEET NUMBER

A4-40

ELEVATION BLDG D

EXHIBIT E: Monument Sign (Example of 8'x5' is Shown)



EXHIBIT F: Street Sign and Post (by Brandon Industries or Equivalent)



Exhibit G: Street Light

ONCOR Approved LED Street Light Fixture	Brandon Industries LED Street Light Fixture
 TSN 475236 Rev. 01/06 Copyright 2008 Oncor Electric Delivery. All Rights Reserved.	 CL7-AMG CL6-AG CL8-H-02

Exhibit H: Decorative Mailboxes
(Example Picture shows Mail Box by Brandon Industries)

Post mounted Decorative Mailbox for Single-Family District	Clustered Decorative Mailbox for Townhome and Multifamily District
	
Clustered Decorative Mailbox under covered canopy (Patio Homes/Townhomes and Multifamily)	
	

Exhibit I: Bench/Trash Can

Trash Container	Benches
	

Exhibit J: Kids' Playground



Exhibit K-1a: Masonry Wall



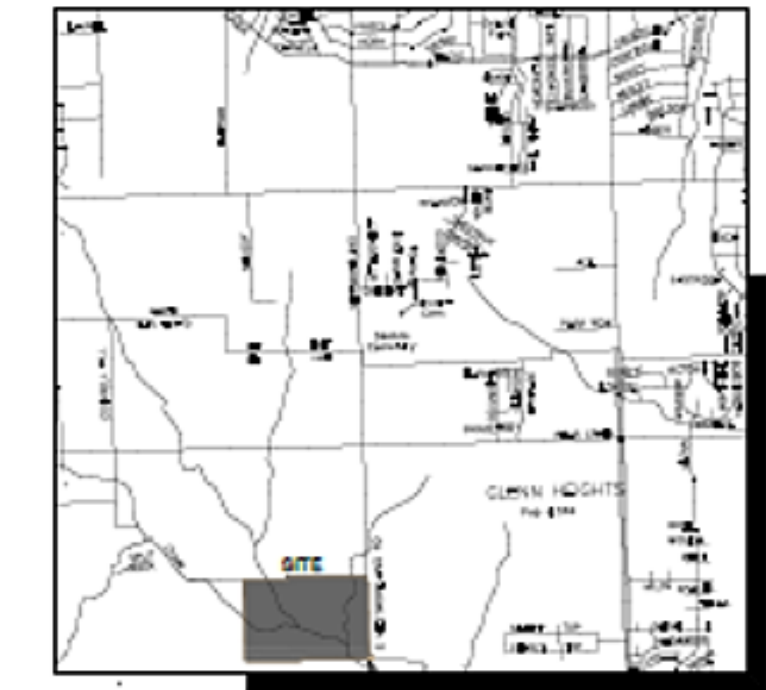
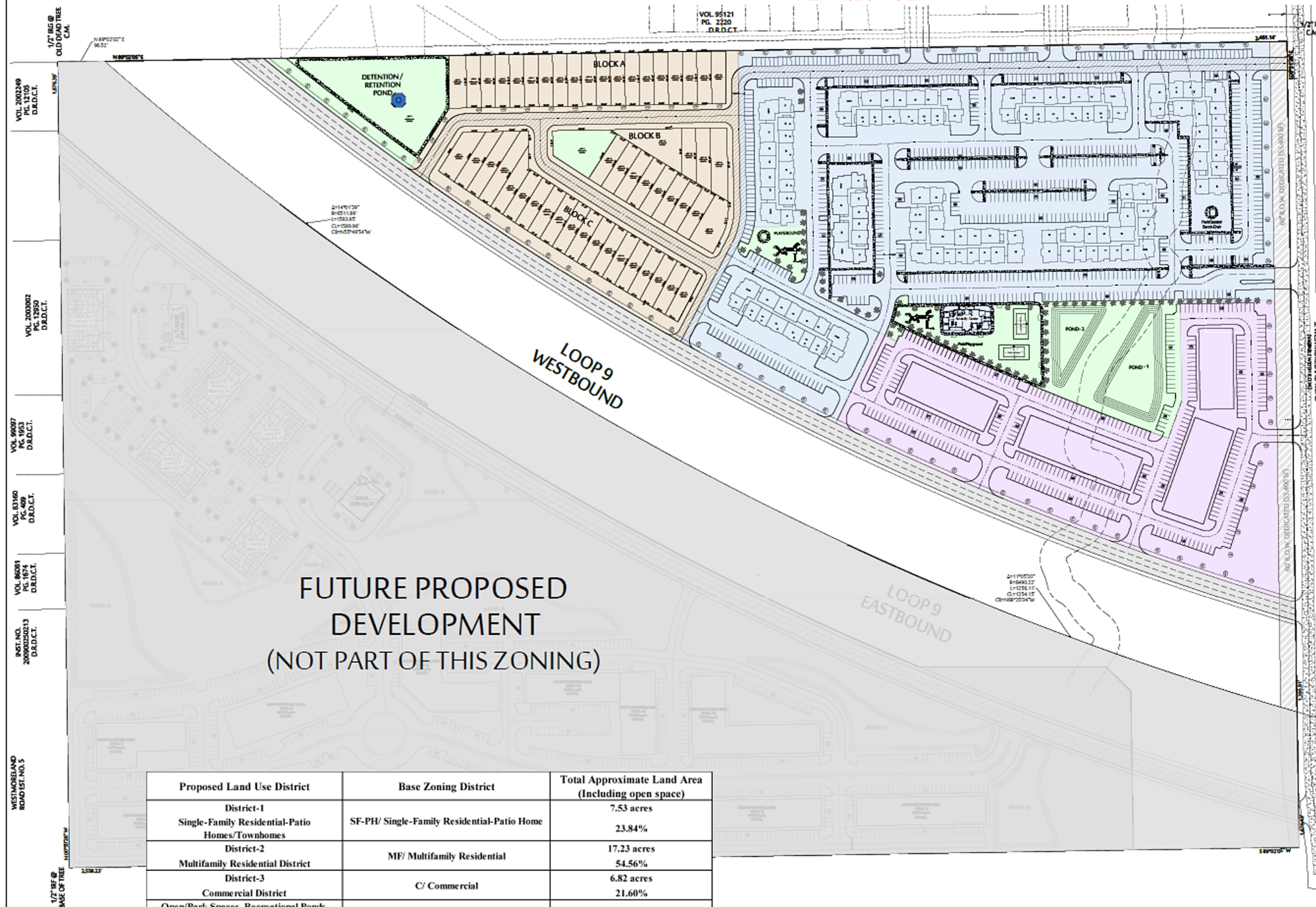
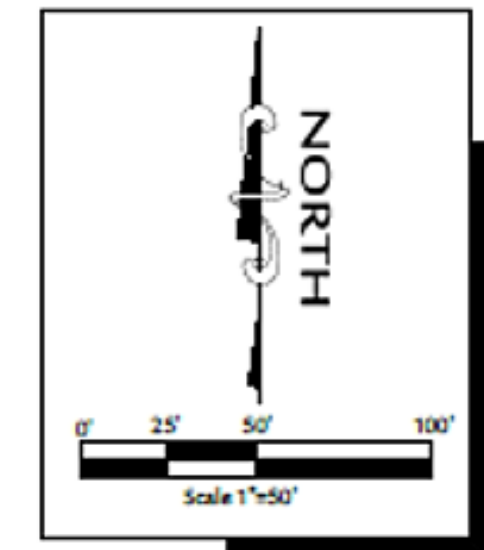
Exhibit K-2a: Decorative Fence



Exhibit K-3a: Wrought Iron Fence



EXHIBIT C1

VICINITY MAP
NOT TO SCALE

PROPOSED LAND USE			
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STREET CATEGORY: PRIVATE STREET WITH MUTUAL ACCESS EASEMENT & PUBLIC UTILITY EASEMENT	
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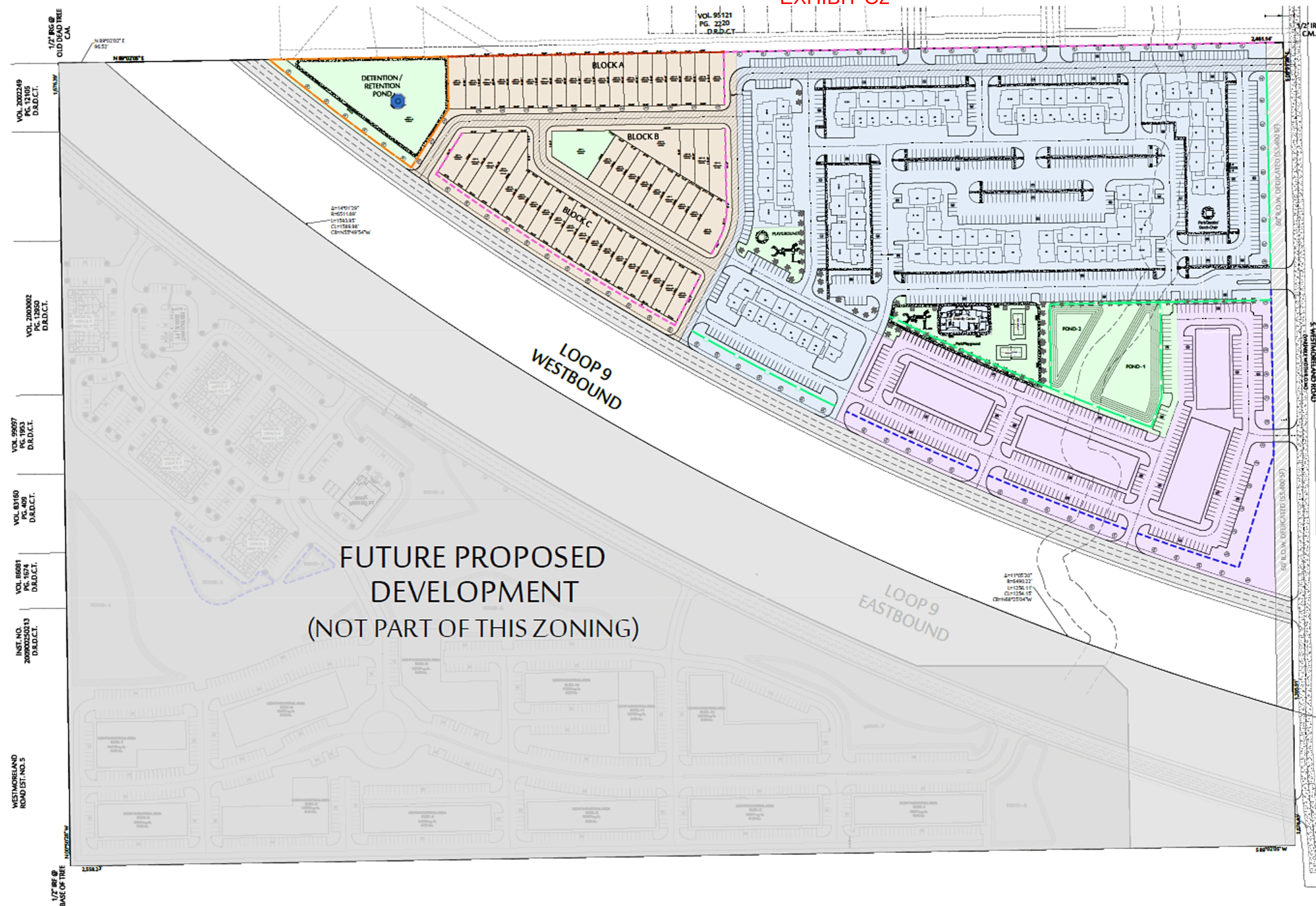
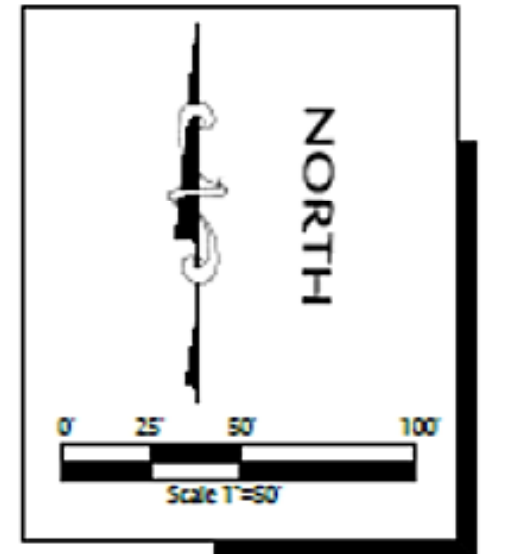
OWNER/DEVELOPER:
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ENGINEER:
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EXHIBIT C1
CONCEPT PLAN
WESTMORELAND ESTATES
2011 S WESTMORELAND ROAD
CITY OF GLENN HEIGHTS, DALLAS COUNTY, TEXAS.

EXHIBIT C2

VICINITY MAP
NOT TO SCALE

FENCE EXHIBIT

5' HIGH DECORATIVE METAL FENCE	
6'-8' HIGH CONCRETE MASONRY WALL	
4' HIGH HEDGE TYPE SHRUB (SUCH AS BURFORD HOLLY)	
4' WROUGHT IRON FENCE	
WOOD FENCE W/ STEEL POST	

STREET CATEGORY MUTUAL ACCESS & PUBLIC STREET	
PRIVATE STREET	NO SYMBOL/ ALL STREETS EXCEPT PUBLIC ROAD

Description	Symbol	Example	Matured Height	Size	Height	Spacing	Standard
Live Screen Tree		Anzora Cypress Eastern Red Cedar Magnolia Little Gem Nellie Stevens Wax Myrtle	Ave. 6'	7 gallon	6 feet	8' Spacing	6' high in two growing seasons
Large Shade Tree		Burr Oak Live Oak Pecan Red Oak Chinkapin Oak	Ave. 12'	3" caliper	12 feet	50' Spacing	40' crown at maturity

(Following Ordinance O-08-13 adopted 5/7/13)

Note:

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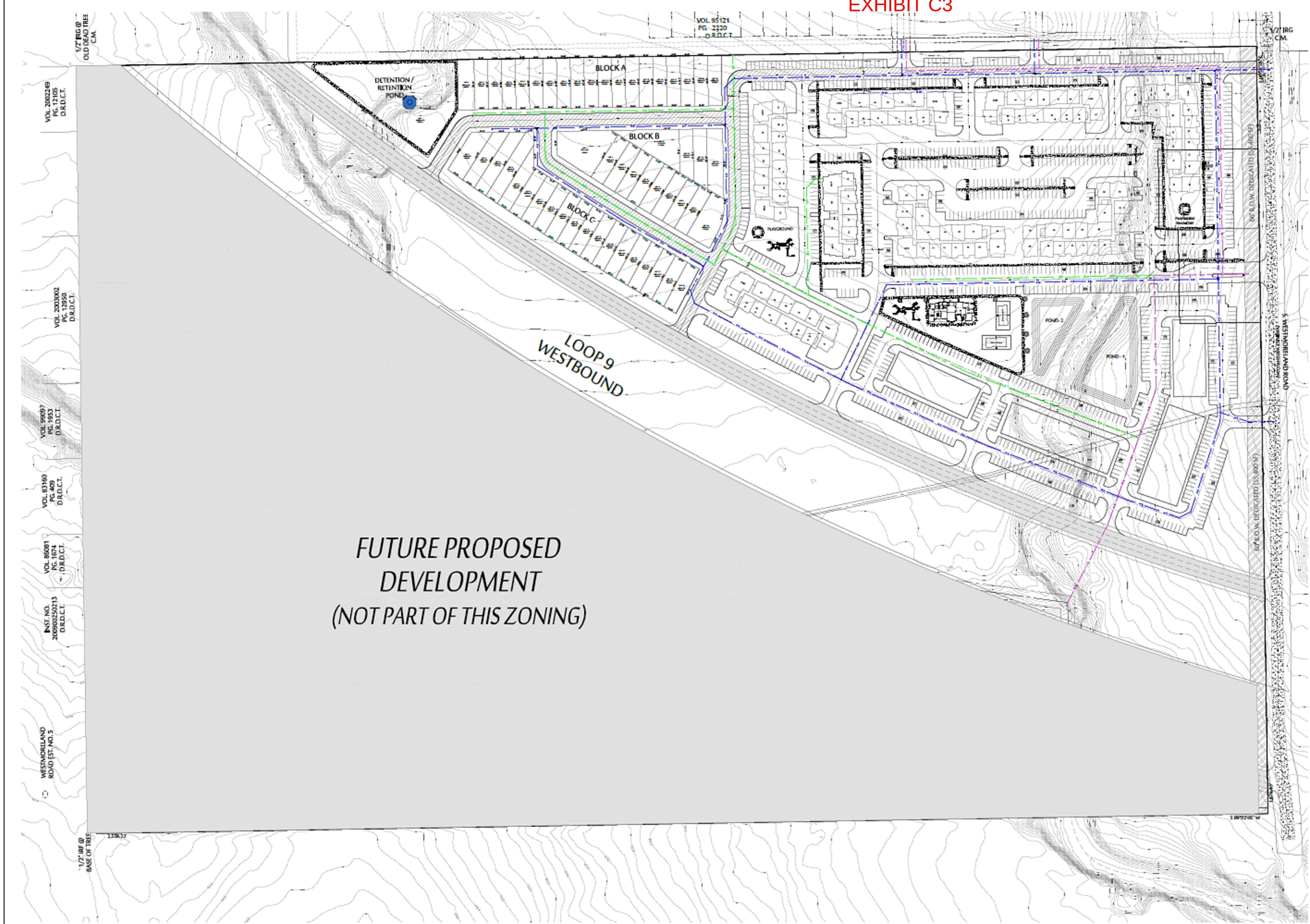
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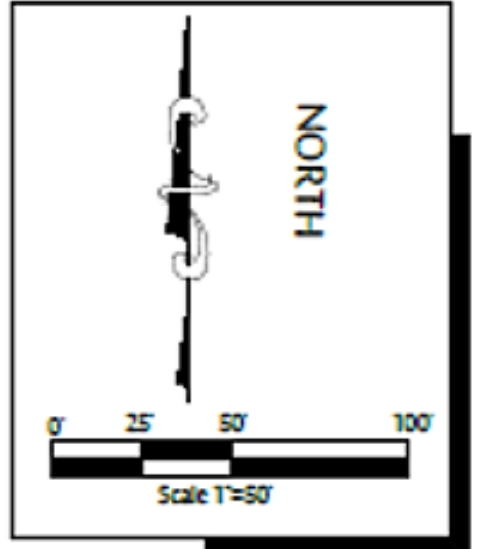
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TBPLS FIRM NO. 10194205

EXHIBIT C2
CONCEPT LANDSCAPE & FENCE PLAN
WESTMORELAND ESTATES
2011 S WESTMORELAND ROAD
CITY OF GLENN HEIGHTS, DALLAS COUNTY, TEXAS.

EXHIBIT C3



VICINITY MAP
NOT TO SCALE



LEGENDS:

12.55	PROP. 12" SEWER
8.55	PROP. 8" SEWER
8W	PROP. 8" WATER
○	PROP. SEWER MH

STREET CATEGORY MUTUAL ACCESS & PUBLIC STREET	
PRIVATE STREET	NO SYMBOL/ALL STREETS EXCEPT PUBLIC ROAD

FUTURE PROPOSED
DEVELOPMENT
(NOT PART OF THIS ZONING)

Note:
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EXHIBIT C3
CONCEPT UTILITY PLAN
WESTMORELAND ESTATES
2011 S WESTMORELAND ROAD
CITY OF GLENN HEIGHTS, DALLAS COUNTY, TEXAS.

[illegible]

ARTICLE 3.20

RENTAL REGISTRATION PROGRAM

§ 3.20.001. General.

The city recognizes a need for a residential rental property registration and inspection program within the city to ensure compliance with city and state life safety, health, fire, and zoning codes and to further provide a means to encourage both absentee and local landlords to correct violations and to maintain their residential rental property in a safe and habitable condition for tenants. (Ordinance O-03-16 adopted 3/1/16)

§ 3.20.002. Definitions.

For the purpose of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Building. Any structure having a roof that is built, maintained, or intended for use for the shelter or enclosure of persons, animals, or property of any kind.

Building official. The building official, or his/her designee, for the City of Glenn Heights, Texas.

City. The City of Glenn Heights, Texas, including all areas within its corporate limits.

City council. The city council of the City of Glenn Heights, Texas.

City manager. The city manager for the City of Glenn Heights, Texas, or his/her designee.

Dwelling. Any enclosed space wholly or partly used or intended to be used for human habitation, living, sleeping, cooking, eating, and sanitation and shall include any outhouse or appurtenance belonging thereto.

Dwelling unit. A room or group of rooms located within a dwelling forming a single habitable unit with facilities used or intended to be used by a single family for human occupancy such as living, sleeping, cooking, and eating purposes.

Family. One or more persons related by blood, adoption or marriage, living and cooking together as a single housekeeping unit. A number of persons, but not exceeding two, living and cooking together as a single housekeeping unit, though not related by blood, adoption or marriage, shall be deemed to constitute a family.

Landlord. Any person who leases, barters, or rents a rental unit to another.

Manufactured home. A structure, transportable in one or more sections, which in the traveling mode is 8 body feet (2438 body mm) or more in width or 40 body feet (12 192 body mm) or more in length, or, when erected on site, is 320 square feet (30 m2) or more, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning and electrical systems contained therein. This term shall include any structure that meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the secretary (HUD) for such homes. For the purpose of this article, a mobile home shall be considered a manufactured home.

Multifamily rental unit. A multifamily structure containing three or more dwelling units located

on a single lot designed to be occupied by three or more families living independently of one another, excluding hotels or motels.

Owner. Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

Person. An individual, corporation, business trust, estate, trust, partnership or association, two or more persons having a joint interest, or any other legal or community entity.

Property manager. The owner or the person appointed or hired by the owner to be responsible for the daily operation of a rental unit.

Rent. The offering, holding out or actual leasing of a rental unit to a person other than the owner and generally involves the payment of an amount of money as consideration for the right to occupy the rental unit, although other forms of consideration or no consideration at all may be involved.

Rental unit. A single-family dwelling, two-family dwelling (duplex), and/or a multifamily dwelling, or portion thereof that is rented or offered for rent as a residence.

Single-family dwelling. A freestanding building or manufactured home on one lot occupied by not more than one family.

Tenant. Any person who rents or leases a rental unit for living or dwelling purposes.

Two-family dwelling (duplex). A freestanding building or manufactured home on one lot, having separate accommodations for and occupied by not more than two families, one family in each dwelling unit.

(Ordinance O-03-16 adopted 3/1/16)

§ 3.20.003. Building official, power and duties.

The building official is hereby designated as the administrator of the provisions of this article. In addition to the powers and duties otherwise prescribed for the building official, as administrator of this article, the building official shall have the authority to:

- (1) Administer and enforce all provisions of this article.
- (2) Keep records of all licenses issued.
- (3) Adopt rules and regulations, not inconsistent with the provisions of this article, with respect to the form and content of application for registration, the investigation of applicants, and other matters incidental or appropriate to his powers and duties as may be necessary for the proper administration and enforcement of the provisions of this article.
- (4) Conduct periodic inspections of residential rental properties throughout the city to ensure compliance with this article and all other city ordinances and state laws related to the purpose and/or enforcement of this article.

(Ordinance O-03-16 adopted 3/1/16)

§ 3.20.004. Registration required.

- (a) Each owner of a rental unit within the city shall register each such rental unit with the city in accordance with procedures contained in this article. A separate registration shall be required for each rental unit for each registration. Every owner of a rental unit as of the date of adoption of this article shall complete an initial registration application and pay an initial registration fee on or before May 1, 2016.
- (b) Unless otherwise provided in this section, each owner of a rental unit within the city shall make application for registration with the city and schedule an inspection of said rental unit with the building official within thirty (30) days after the date of acquiring ownership of a rental unit or within thirty (30) days after the date an owner of a dwelling unit converts the dwelling unit into a rental unit.
- (c) Application for rental registration shall be made upon a form provided by the city for such purpose, and shall include, at a minimum, the following information:
 - (1) Owner's name, address, and work and home telephone number, driver's license number, or identification card number and state of issuance of the owner;
 - (2) If owner is a partnership, the names of all partners, the principal business address, and telephone number of each partner;
 - (3) If owner is a corporation, the person registering must state whether the corporation is organized under the laws of this state or is a foreign corporation, and must show the mailing address, business location, telephone number, name of the main individual in charge of the local office of such corporation, if any, and the names of all officers and directors or trustees of such corporation, and, if a foreign corporation, the place of incorporation;
 - (4) Name, address and telephone number of the property manager or person having the authority to act on behalf of the owner;
 - (5) Street address of the rental unit; and
 - (6) Signature of the owner or owner's agent.
- (d) The city shall, within thirty (30) days after receipt of the registration application, either issue a certificate of registration or notify the owner that the application does not comply with the requirements of this article.
- (e) Unless otherwise provided in this article, a certificate of registration shall be valid for each rental unit until such time as there is a change in ownership for that unit. A change in ownership shall be deemed to have occurred upon any of the following:
 - (1) Any change in the individual ownership of the unit;
 - (2) Any change in the ownership of any entity(s) in whose name(s) the current registration for the unit is issued;
 - (3) Where the unit is managed by a property manager, upon any change in the individual

property manager and/or the property manager's ownership; or

- (4) Upon the dissolution of any entity(s) having ownership over the unit or upon said entity:
 - (A) Petitioning for reorganization under the Bankruptcy Code;
 - (B) Being adjudged bankrupt; or
 - (C) Becoming insolvent or having a receiver appointed due to the insolvency.
- (f) A nonrefundable registration fee in an amount set forth in appendix A of this code shall be paid to the city by the owner with at the same time as the registration application for each rental unit is submitted to the city.
- (g) Any registration fee required to be paid under this article shall be deemed late if received by the city after the due date established by the article and/or the building official, as the case may be, and the owner shall be required to submit a nonrefundable late registration fee in an amount set forth in appendix A of this code.
- (h) A nonrefundable inspection fee in an amount set forth in appendix A of this code shall be paid to the city by the owner for the inspection of each rental unit at the same time the registration fee is paid. A certificate of registration shall not be issued for a rental unit until the registration and inspection fees for the unit are paid in full to the city. The inspection fee shall be required under this article regardless of whether an inspection occurs and regardless of whether the owner or tenant has denied the building official access to the rental unit to complete the inspection.
- (i) No rental unit may be occupied by a tenant without first having a valid certificate of registration. It is an offense for an owner of a rental unit within the city to permit or allow a tenant to occupy any rental unit without first being issued a valid certificate of registration for the rental unit in accordance with this article. If an owner is required to register more than one rental unit, the owner's failure to register any individual rental unit shall constitute a separate offense. Each and every day that the owner continues to fail to register a rental unit within the city shall also constitute a separate offense.
- (j) It shall further be unlawful for any person to file a false rental registration application with the city.

(Ordinance O-03-16 adopted 3/1/16)

§ 3.20.005. Change of ownership registration.

- (a) A certificate of registration issued under section 3.20.004 shall remain in effect until such time as a change of ownership occurs in the manner defined in section 3.20.004(e).
- (b) Upon a change of ownership, the new owner of each rental unit shall complete a change of ownership registration application for each unit in the manner provided by this article and deliver the same together with all applicable registration and inspection fees to the building official's office within thirty (30) days of the change in ownership. A change in ownership registration application submitted after thirty (30) days following the change of ownership shall be considered a late registration and the owner shall pay to the city a nonrefundable late

registration fee in an amount set forth in appendix A of this code.

- (c) The building official shall not be required to send notice to an owner for a change of ownership registration required under this section.

(Ordinance O-03-16 adopted 3/1/16)

§ 3.20.006. Inspection required upon change in occupancy.

- (a) The owner shall provide written notice to the building official upon each and every change in occupancy. A change in occupancy shall mean a change in all tenants occupying a rental unit. The notice required by this section shall clearly indicate whether there was a change in tenant(s) or whether the rental unit was vacated by the previous tenant(s) and is presently unoccupied.
- (b) An inspection of the rental unit shall be required upon the city's receipt of written notice of a change in occupancy required to be submitted pursuant to subsection (a) above. Inspections required under this section shall be performed in the same manner as and in accordance with the applicable inspection procedures established by this article for the rental unit.

(Ordinance O-03-16 adopted 3/1/16)

§ 3.20.007. Single, two-family dwellings and manufactured home inspections.

- (a) The building official shall annually inspect the exterior of a single-family, two-family or manufactured home rental unit to determine compliance with applicable state and local laws. The building official shall provide written notice of the date and time that the exterior inspection will be conducted. Upon request and/or consent of the owner if the rental unit is vacant, or tenant(s) if the rental unit is occupied, the building official may conduct an inspection of the interior of a rental unit.
- (b) If the owner or tenant fails to make the exterior of the rental unit available for inspection, the building official may conduct the inspection from the public right-of-way. If the owner or tenant does not provide consent for the inspection and the building official must enter onto the property to conduct the inspection, the building official shall be required to obtain a warrant in the manner provided by subsection (c) below prior to entry on the property.
- (c) The building official or his agent shall enforce the provisions of this article upon presentation of proper identification to the owner or tenant in charge of any rental unit and with the owner or tenant's permission, may inspect the rental unit in accordance with this section between the hours of 8:00 a.m. and 6:00 p.m. The building official's authority to conduct both exterior and interior inspections is subject to all limitations provided in state and federal law. If entry is refused by the owner or any occupant or if consent to enter the rental unit could not be obtained, the building official is authorized to seek a warrant permitting the building official's entry pursuant to Vernon's Ann. Texas C.C.P. art. 18.05, as the same may be amended from time to time. Any warrant issued will constitute authority for the building official to enter upon and inspect the premises described therein.

(Ordinance O-03-16 adopted 3/1/16)

§ 3.20.008. Multifamily inspections.

- (a) The building official shall inspect all building exteriors, all exterior and interior common areas of multifamily rental units to determine compliance with applicable state and local laws on an annual basis and at any other time(s) necessary to ensure compliance with this article. Upon request and/or consent of the owner if the rental unit is vacant, or tenant(s) if the rental unit is occupied, the building official may conduct an inspection of the interior of a rental unit.
- (b) Within thirty (30) days after the annual registration of a multifamily rental unit, the owner of the unit shall request the building official to conduct an inspection and shall make the unit available for inspection by the building official as provided in subsection (a) above. The owner and the building official shall agree on a reasonable date and time for the required inspection. Upon each inspection by the building official, all building exteriors, all exterior common areas, interior common areas and all other inspected premises of the multifamily rental unit shall be in compliance with all applicable state laws and local ordinances.
- (c) The building official or his agent shall enforce the provisions of this article upon presentation of proper identification to the owner or tenant in charge of any rental unit and with the owner or tenant's permission, may inspect the rental unit in accordance with this section between the hours of 8:00 a.m. and 6:00 p.m. The building official's authority to conduct interior inspections is subject to all limitations provided in state and federal law. If entry is refused by the owner or any occupant or if consent to enter the rental unit could not be obtained, the building official is authorized to seek a warrant permitting the building official's entry pursuant to Vernon's Ann. Texas C.C.P. art. 18.05, as the same may be amended from time to time. Any warrant issued will constitute authority for the building official to enter upon and inspect the premises described therein.

(Ordinance O-03-16 adopted 3/1/16)

§ 3.20.009. Penalty.

- (a) It shall be unlawful for any person to be in violation of any provisions of this article.
- (b) Any person, who shall violate a provision of this article, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by law and, upon conviction, shall be punished by a fine not to exceed five hundred dollars (\$500.00) for each offense. Each day that a violation continues shall constitute a separate offense.
- (c) Unless otherwise specified in this article, no culpable mental state is required for the commission of an offense under this article.

(Ordinance O-03-16 adopted 3/1/16)

§ 3.20.010. Enforcement.

- (a) Nothing in this article shall prohibit the city from enforcing any administrative, civil and/or criminal enforcement remedies concurrently herewith or availing itself of any other remedy allowed by law in connection with the administration or enforcement of this article.
- (b) The city may refuse to provide city utility service and/or approve an application for city utility service for a multifamily rental unit that is vacant at the time a registration application is required to be submitted for the unit until such time as the application is approved by the

city and all applicable fees are paid.

- (c) The city may initiate termination of city utility services, or place a hold on reconnecting or reinstituting utility services that have been terminated, as the case may be, to or for a dwelling unit that is substandard, or unfit for human habitation by certifying, in writing, that the dwelling unit or property is substandard or unfit for human habitation. Upon initiating a utility termination or hold, the city shall promptly notify the owner by written notice. The owner may appeal the request by serving the building official with a written notice of appeal within 5 days from the date the notice was mailed. Upon receipt of a timely appeal, the building official shall promptly review the owner's written notice of appeal for sufficiency and shall provide the owner with written information describing the appeal process. The city's determination upon appeal shall be in all things final and the owner shall not be entitled to further appeal under this subsection.

(Ordinance O-03-16 adopted 3/1/16)

AN ORDINANCE OF THE CITY OF GLENN HEIGHTS, TEXAS

ORDINANCE NO. O-22-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF GLENN HEIGHTS, TEXAS, BY AMENDING ARTICLE 3.20 (RENTAL REGISTRATION PROGRAM) OF CHAPTER 3 (BUILDING REGULATIONS) AMENDING REGULATIONS FOR RESIDENTIAL RENTAL PROPERTIES TO PROVIDE FOR RENTAL PROPERTY CERTIFICATES OF OCCUPANCY, REVISING RULES FOR ANNUAL REGISTRATION, AND PROVIDING FOR INSPECTIONS, ENFORCEMENT AND APPEALS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00) AND NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR VIOLATIONS INVOLVING FIRE SAFETY, ZONING, OR PUBLIC HEALTH AND SANITATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Glenn Heights, Texas, finds and determines that amendments to the City's rental registration and inspection requirements are needed to protect the habitability of rental properties and ensure the health and safety of citizens as tenants; that amendments to existing rental property registration regulations are needed to enhance the quality of life for City residents; and that such amendments will promote the health, safety, and general welfare of the citizens of the City.

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

SECTION 1: The Code of Ordinances, City of Glenn Heights, Texas, be and is hereby amended to amend Article 3.02 (Rental Registration Program") of Chapter 3 ("Building Regulations"), by replacing Article 3.20, such that Article 3.20 of Chapter 3 shall henceforth read in its entirety as follows:

**"CHAPTER 3
BUILDING REGULATIONS**

...

**ARTICLE 3.20
RENTAL REGISTRATION PROGRAM**

3.20.001. General.

The city recognizes a need for a residential rental property registration and inspection program within the city to ensure compliance with city and state life safety, health, fire,

and zoning codes and to further provide a means to encourage both absentee and local landlords to correct violations and to maintain their residential rental property in a safe and habitable condition for tenants.

§ 3.20.002. Definitions.

For the purpose of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Administrator means the department(s) or division(s) of the city designated by the City Manager to administer and enforce the provisions of this article and any person or persons designated by such a department or division to represent the department or division for said purpose.

Building. Any structure having a roof that is built, maintained, or intended for use for the shelter or enclosure of persons, animals, or property of any kind.

Dwelling. Any enclosed space wholly or partly used or intended to be used for human habitation, living, sleeping, cooking, eating, and sanitation and shall include any outhouse or appurtenance belonging thereto.

Dwelling unit. A room or group of rooms located within a dwelling forming a single habitable unit with facilities used or intended to be used by a single family for human occupancy such as living, sleeping, cooking, and eating purposes.

Landlord. Any person who leases, barter, or rents a rental unit to another.

Owner. Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including a property manager, the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

Person. An individual, corporation, business trust, estate, trust, partnership or association, two or more persons having a joint interest, or any other legal or community entity.

Property manager. The owner or the person appointed or hired by the owner to be responsible for the daily operation of a rental unit.

Rent. The offering, holding out or actual leasing of a rental unit to a person other than the owner and generally involves the payment of an amount of money as consideration for the right to occupy the rental unit, although other forms of consideration or no consideration at all may be involved.

Residential Rental Unit or rental unit means a single-family dwelling, two-family dwelling (duplex) or townhouse, or any portion thereof, that is rented or offered for rent for periods of 30 days or more.

RRCO means a Rental Registration Certificate of Occupancy.

Single-family dwelling. A freestanding building or manufactured home on one lot occupied by not more than one family.

Tenant. Any person who rents or leases a rental unit for living or dwelling purposes.

Townhouse means a single-family unit constructed in a group of three or more attached units separated by property lines in which each unit extends from foundation to roof and with a yard or public way on at least two sides.

Two-family dwelling (duplex). A freestanding building or manufactured home on one lot, having separate accommodations for and occupied by not more than two families, one family in each dwelling unit.

§3.20.003. Registration required.

- (a) In addition to an RRCO as a prerequisite to occupancy of a rental unit, each owner of a rental unit within the city shall register each such rental unit with the city in accordance with procedures contained in this article. A separate registration shall be required for each separate rental unit. Every owner of an unregistered rental unit as of the date of adoption of this article shall complete an initial registration application and pay an initial registration fee within 30 days of the effective date of this article.
- (b) Unless otherwise provided in this section, each owner of a rental unit within the city shall make application for registration with the city and schedule an inspection of said rental unit with the Administrator within thirty (30) days after the date of acquiring ownership of a rental unit or within thirty (30) days after the date an owner of a dwelling unit converts the dwelling unit into a rental unit.
- (c) Application for rental unit registration shall be made upon a form provided by the city for such purpose, and shall include, at a minimum, the following information:
 - (1) Owner's name, address, and work and home telephone number, driver's license number, or identification card number and state of issuance of the owner;
 - (2) If owner is a partnership, the names of all partners, the principal business address, and telephone number of each partner;
 - (3) If owner is a corporation, the person registering must state whether the corporation is organized under the laws of this state or is a foreign corporation, and must show the mailing address, business location, telephone number, name of the main

individual in charge of the local office of such corporation, if any, and the names of all officers and directors or trustees of such corporation, and, if a foreign corporation, the place of incorporation;

- (4) Name, address and telephone number of the property manager or person having the authority to act on behalf of the owner;
 - (5) Name, address, and telephone number of mortgagee (if there is a mortgage against property);
 - (6) Street address of the rental unit;
 - (7) Maximum number of persons that the unit is designed to occupy as determined by the current adopted International Residential Code and current adopted International Property Maintenance Code, as amended; and
 - (8) Signature of the owner or owner's agent.
- (d) The city shall, within thirty (30) days after receipt of the registration application, either issue a certificate of registration or notify the owner that the application does not comply with the requirements of this article.
- (e) Unless otherwise provided in this article, a certificate of registration shall be valid for each rental unit until such time as there is a change in ownership for that unit. A change in ownership shall be deemed to have occurred upon any of the following:
- (1) Any change in the individual ownership of the unit;
 - (2) Any change in the ownership of any entity(s) in whose name(s) the current registration for the unit is issued;
 - (3) Where the residential rental unit is managed by a property manager, upon any change in the individual property manager and/or the property manager's ownership; or
 - (4) Upon the dissolution of any entity(s) having ownership over the unit or upon said entity:
 - (A) Petitioning for reorganization under the Bankruptcy Code;
 - (B) Being adjudged bankrupt; or
 - (C) Becoming insolvent or having a receiver appointed due to the insolvency.

- (f) The initial, renewal and annual registration fee for all registration applications shall be as set forth in the city's Fee Schedule, Appendix A, of this code. Registration fees are nonrefundable. Registration applications must be renewed annually.
- (g) Any registration fee required to be paid under this article shall be deemed late if received by the city after the due date established by this article, and the owner shall be required to submit a nonrefundable late registration fee in an amount set forth in the city's Fee Schedule, Appendix A of this code.
- (h) No rental unit may be occupied by a tenant without first having a valid certificate of registration. It is an offense for an owner of a rental unit within the city to permit or allow a tenant to occupy any rental unit without first being issued a valid certificate of registration for the rental unit in accordance with this article. If an owner is required to register more than one rental unit, the owner's failure to register any individual rental unit shall constitute a separate offense. Each and every day that the owner continues to fail to register a rental unit within the city shall also constitute a separate offense.
- (i) It shall further be unlawful for any person to file a false rental registration application with the city.

§3.20.004. Change of ownership registration.

- (a) Registration under this article shall remain in effect until the earlier of:
 - (1) a change of ownership of the residential rental unit; or
 - (2) the RRCO or registration is revoked or suspended for any reason.
- (b) Upon a change of ownership, the new owner of each residential rental unit shall complete a change of ownership registration application for each unit in the manner provided by this article and deliver the same together with all applicable registration and inspection fees to the building official's office within thirty (30) days of the change in ownership.
- (c) The city shall not be required to send notice to an owner for a change of ownership registration required under this section.
- (d) No person shall make connections from a utility, source of energy, power, or water to any residential rental unit regulated by this article until the owner and unit are in full compliance with this article.
- (e) This article does not apply to owner-occupied residential rental units.

§3.20.005. Residential Rental Certificate of Occupancy; standards.

(a) Required. A Residential Rental Certificate of Occupancy (RRCO) is required for all residential rental units prior to occupancy by a tenant. An RRCO shall expire one year after issuance and must be renewed annually or upon a change in tenants. It shall be unlawful for any person to own, operate, manage, or maintain a residential rental unit or portion thereof, or to offer for occupancy thereof, without a current and valid RRCO having been issued for said property by the city, or to violate any other requirement of this article. Any person owning, operating, managing, or maintaining a residential rental unit(s) shall obtain an RRCO for each separate unit prior to offering that unit for rent.

(b) RRCO Issuance, Renewal, and Expiration. An RRCO shall be required for each residential rental property under lease and/or occupancy on the effective date of this article and shall be in full compliance on or before one year of and from the effective date of this article. For residential rental properties offered leased or occupied for rent after the effective date, an RRCO shall be obtained prior to occupancy.

(1) All RRCO's shall expire with a change of tenant.

(2) An applicant for an RRCO shall be a written application submitted to the city on a form provided for that purpose. The application shall be signed by the owner or his/her designated and authorized representative. Should an applicant own more than one residential rental property at more than one location, a separate application shall be filed for each rental unit. The following information shall be required in the application:

(A) Address of property;

(B) Name of tenant and all other residents of the rental property; and

(C) Acknowledgment by property owner (or property manager) and tenant of receipt of copy of this "Residential Rental Property Ordinance" as a condition to receiving and maintaining an RRCO.

(3) The Administrator may at any time require additional relevant information of the owner or property manager to clarify items on the application and to assure compliance with this article.

(4) Upon a change of tenant of residential property, a new RRCO shall be obtained before the new tenant may occupy the property. An RRCO Fee shall be charged for the issuance of an RRCO.

(c) RRCO Fees. The fee for an RRCO, or for the reinstatement or renewal of an RRCO, shall be as set forth in the city's Fee Schedule, Appendix A of this code.

(d) Replacement and Transferability. A replacement RRCO may be issued for one lost, destroyed, or mutilated upon application on a form provided by the city. A replacement RRCO shall have the word "Replacement" stamped across its face and shall bear the same number as the one it replaces.

(1) A residential rental property RRCO is not assignable or transferable.

- (2) The form of the RRCO shall be prepared by the Administrator.
- (3) The RRCO shall be held by the owner, and a second copy shall be kept on the premises.
- (e) Standards of Maintenance. In addition to the requirements set forth in this article, all exterior and interior residential rental properties, whether occupied or vacant, shall be maintained as set forth in this section.
- (f) Maintenance Responsibility.
 - (1) The owner of any property in the city, whether vacant or occupied, shall be responsible for the maintenance of all structures, equipment, appliances, and accessories to the property in compliance with all applicable laws, ordinances and permit requirements in force in the city.
 - (2) No owner shall permit the occupancy of property that is not in a safe and sanitary condition, or that does not comply with all laws, ordinances and permit requirements in force in the city.
 - (3) The owner shall be responsible for paying all abatement fees, taxes, and liens assessed on the property.
 - (4) The owner shall notify the city of any eviction notice issued to a tenant. Furthermore, the owner shall provide, to the city, a plan for the clean-up and removal of personal items from the property 24 hours after the eviction and shall be responsible for such clean-up and removal. Upon eviction, the owner or person in control shall not place or leave personal items of the evicted tenant on the street or the exterior of the premises for a period of more than 24 hours after eviction.
 - (5) Tenants of any property shall be responsible for keeping the interior and exterior of the property in a clean, orderly, and sanitary condition as provided in this article and other applicable city ordinances and adopted codes.
 - (6) No tenant or owner shall willfully or wantonly, or by neglect or negligence, damage, deface, or destroy any part of the property or cause or allow to exist any condition detrimental to safety or sanitation or in violation of any ordinance.
 - (7) In the event of any dispute between owner and tenant, or when the tenant is absent, unwilling, or unable to correct the violations, the property owner shall be held responsible for compliance with all ordinances that affect the property.
 - (8) All exterior areas of residential rental units and the interior of every structure shall be kept clean and free from any accumulation of rubbish, trash, debris, filth, or garbage.
- (g) Inspections During Occupancy. Upon the request of a tenant, the Administrator may inspect a property for structural, electrical, mechanical, or plumbing problems, ceiling

leaks, smoke detector checks, and insect or rodent infestation. The owner has thirty (30) days to correct or repair any inspection failures or deficiencies.

§3.20.006. Inspection required upon change in occupancy.

- (a) The owner shall provide written notice to the building official upon each and every change in occupancy. A change in occupancy shall mean a change in all tenants occupying a rental unit. The notice required by this section shall clearly indicate whether there was a change in tenant(s) or whether the rental unit was vacated by the previous tenant(s) and is presently unoccupied.
- (b) An inspection of the rental unit shall be required upon the city's receipt of written notice of a change in occupancy required to be submitted pursuant to subsection (a) above. Inspections required under this section shall be performed in the same manner as and in accordance with the applicable inspection procedures established by this article for the rental unit.

§3.20.007. Single, two-family (duplex) dwellings and townhouse inspections.

- (a) The Administrator, in addition to any other applicable requirement of this Article, may inspect the interior and exterior of a residential rental unit to determine compliance with applicable state and local laws including, but not limited to, the current adopted International Residential Code, the International Property Maintenance Code, and any substandard building codes of the city, as amended. The Administrator may provide written notice of the date and time that the inspection will be conducted. Upon request and/or consent of the owner if the residential rental unit is vacant, or tenant(s) if the unit is occupied, the Administrator may conduct an inspection of the interior of a residential rental unit.
- (b) The Administrator shall enforce the provisions of this article upon presentation of proper identification to the owner or tenant in charge of any residential rental unit and, with the owner or tenant in charge of any residential unit and, with the owner or tenant's permission, may inspect the rental unit in accordance with this section between the hours of 8:00 am and 5:00 pm. The Administrator's authority to conduct both exterior and interior inspections is subject to all limitations provided in state and federal law. If entry is refused by the owner or any occupant, or if consent to enter the rental unit could not be obtained, the Administrator is authorized to seek a warrant permitting the Administrator's entry pursuant to state law, as the same may be amended from time to time. Any warrant issued will constitute authority for the Administrator to enter upon and inspect the premises described therein. A failure to permit an inspection shall further be grounds for the suspension or revocation of an RRCO or registration.

§3.20.008. Administrator's powers and duties.

The Administrator shall have the authority to:

- (1) Administer and enforce all provisions of this article.
- (2) Keep records of all licenses issued.
- (3) Adopt rules and regulations, not inconsistent with the provisions of this article, with respect to the form and content of application for registration, the investigation of applicants, and other matters incidental or appropriate to his powers and duties as may be necessary for the proper administration and enforcement of the provisions of this article.
- (4) Conduct periodic inspections of residential rental properties throughout the city to ensure compliance with this article and all other city ordinances and state laws related to the purpose and/or enforcement of this article.

§3.20.009. Appeals.

An owner, tenant, or other person or entity affected by the enforcement of this article may appeal a decision of the Administrator, including but not limited to the denial, suspension or revocation of a residential rental registration or RRCO, to the Board of Adjustment, which shall have the authority to act as a board of appeals under this article. Any such appeal must be made in writing and within fifteen (15) calendar days following the date of the enforcement action or decision of the Administrator. The decision of the Board shall be final.

§3.20.010. Enforcement; violations and penalties.

- (a) Any person who violates any provision of this article shall be guilty of a misdemeanor which, upon conviction, shall be punishable by a fine not to exceed five hundred dollars (\$500.00). However, a fine for the violation of a provision of this article that governs fire safety, zoning, or public health and sanitation shall be punishable by a fine not to exceed two thousand dollars (\$2,000.00). Each day that an unmitigated violation of this article is committed, continued, or permitted shall constitute a separate, punishable offense. Property owners found to be guilty of a misdemeanor violation as described above may have their RRCO suspended or revoked for the unit(s) affected until all violations are resolved to the satisfaction of the Administrator.
- (b) Nothing in this Article shall preclude the City's pursuit of any and all other remedies allowed under civil and criminal statutes, and in equity, to address situations and conditions which are treated in this article, under the theory of public nuisance or public health and safety. Neither shall the city be required, nor prohibited, to issue criminal citations before, after, or during any proceeding prescribed in this article. Specifically, in addition to provisions of this article, the City asserts full authority to exercise its right to remedies under all provisions of the Texas Local Government Code, including, but not limited to, Chapter 54, Subchapter B, Municipal Health and Safety Ordinances, in prosecution of civil suits for enforcement, injunctive relief, and civil penalties to remedy conditions of public concern described in this article.

- (c) In addition to any other remedy, if registration or an RRCO is revoked, the Administrator may cause the termination of utility services to a residential unit.
- (d) The owner, agent, property manager, lessee, and any other person in control of a residential rental unit shall be jointly and severally liable and responsible in a criminal proceeding for a violation of this article.
- (e) Unless otherwise specified in this article, no culpable mental state is required for the commission of an offense under this article.”

SECTION 2. All provisions of the Ordinances of the City of Glenn Heights, Texas, in conflict with the provisions of this ordinance be and are hereby repealed and all other provisions of the ordinances of the City of Glenn Heights, Texas, not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3: An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 4: Should any sentence, paragraph, subdivision, clause, phrase, or section of this ordinance or the Code of Ordinances, as amended hereby, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance or the Code of Ordinances as a whole, or any part or provision thereof, other than the part declared to be invalid, illegal, or unconstitutional.

SECTION 5. Any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to a penalty by fine not to exceed five hundred dollars (\$500.00) for each offense, or not to exceed two thousand dollars (\$2,000.00) for violations of a provision of this article governing fire safety, zoning, or public health and sanitation. Each and every day such violation continues or is allowed to exist shall constitute a separate offense.

SECTION 6. This ordinance shall take effect immediately from and after its passage and the publication of its caption, as the law and charter in such cases provide.

Duly Passed by the City Council of the City of Glenn Heights, Texas this 12th day of November, 2025.

Approved:

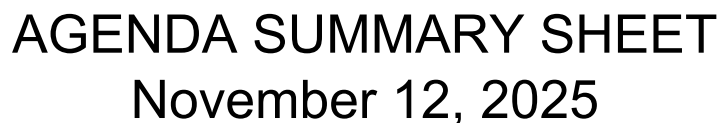
Sonja A. Brown, Mayor

Attest:

Brandi Brown, City Secretary

Approved as to Form:

David M. Berman, City Attorney



Discussion regarding the eligibility of candidate filings for City Council, specifically relating to the filing of an application containing a residential address not owned or occupied by the candidate, the subsequent acknowledgment of this fact to city staff, and the City's response upon notification. (Council Member Stephanie Hale)

[illegible]

AGENDA SUMMARY SHEET

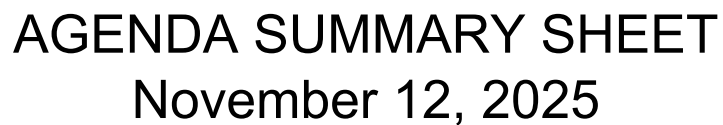
November 12, 2025

AGENDA, ITEM 4

Discussion regarding Proposition C on the November 4, 2025, Charter Amendment Election Ballot, “shall Section 2.03 of the Home Rule Charter be amended to disqualify candidacy for a seat on the City Council for persons who have previously been removed by the Council for misconduct.” (Council Member Stephanie Hale)

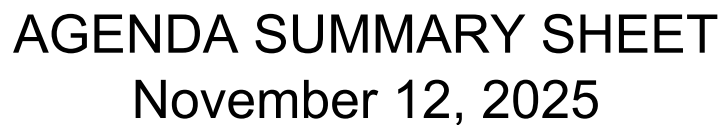
Motion	
Second	
For	Brown, Benford, Mosley, Garrett, Bruton, Hale, and Lightfoot
Against	Brown, Benford, Mosley, Garrett, Bruton, Hale, and Lightfoot
Abstain	
Approve/ Deny/ Table	

[illegible]



Discussion and take action on neighborhood street lighting and speed reduction programs.
(Council Member Travis Bruton)

[illegible]



Discussion and take action to approve Resolution R-40-25, approving and authorizing execution of a Consulting Services Agreement with AOKA Engineering, for plan review and building inspection services. (Clifford Blackwell, City Manager)

[illegible]

RESOLUTION NO. R-40-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, APPROVING AND AUTHORIZING EXECUTION OF A CONSULTING SERVICES AGREEMENT WITH AOKA ENGINEERING, FOR PLAN REVIEW AND BUILDING INSPECTION SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Glenn Heights, Texas, finds and determines that an agreement has been negotiated between City staff and AOKA Engineering (“AOKA”), to assist the City in conducting plan reviews and building inspection services as may be requested by the City; and

WHEREAS, the Council finds and determines that the proposed agreement with AOKA should be accepted and that the City Manager, or designee, should be authorized to accept the agreement and accomplish the procurement of the services described therein, which the Council finds and determines are in the best interests of the citizens of the City.

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

SECTION 1. The Agreement for Professional Services by and between the City of Glenn Heights, Texas, and Aoka LLC, a true and correct copy of which is attached hereto and incorporated herein, be and is hereby approved, and the City Manager is hereby authorized to execute the agreement and any necessary or appropriate documents related thereto on the City’s behalf, and to accept and approve such contract amendments as the City Manager deems reasonable, necessary, in the public interest, in compliance with applicable law and City policy, and, in the case of an increase in contract price, subject to the availability of funds.

SECTION 2. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED by the City Council of the City of Glenn Heights, Texas, the 12th day of November, 2025.

APPROVED:

Sonja A. Brown, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

David Berman, City Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Agreement for Professional Services

This Agreement (“Agreement”) is entered into by and between the City of Glenn Heights, Texas (“City”) and Aoka Engineering, L.L.C. (“AOKA”) (each a “Party” and collectively “Parties”), acting through their authorized representatives.

RECITALS

WHEREAS the City desires to engage the services of AOKA as an independent contractor, and not as an employee, to provide, as requested in writing by the City on a task-order basis, building and civil plan review and building inspection services for all new building construction and building construction in progress upon the date of execution of this Agreement, including but not necessarily limited to the review of building and/or civil plans, performance of on-site inspections, issuance of written reports related to each inspection, and other services to assist the City with plan review and building inspection services (the “Services”); and

WHEREAS AOKA desires to render Services to the City on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of 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

1.1 The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof (“Effective Date”) and shall thereafter automatically renew for up to five (5) successive terms of one year each unless either Party provides written notice to terminate at least thirty (30) days prior to expiration of the then current term.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination, AOKA shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, plans, models, reports, photographs or other items prepared or received by AOKA in connection with this Agreement. Notwithstanding the foregoing, AOKA may retain copies of such documents: (i) as part of AOKA's archival records (including backup systems) that AOKA keeps in the ordinary course of its business, but only as required by AOKA's records retention policies, (ii) as may be required by

law, (iii) if and only to the extent they are relevant to a dispute between the parties, or (iv) may be reasonably necessary to carry out any surviving obligations under this Agreement. AOKA 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 II

Scope of Services

2.1 When requested in writing by City, AOKA shall perform, on a task order basis, such of the Services set forth in the “Summary of Approach” at pages 5 through 7 (the “Scope of Services”) of the Proposal for Building & Civil Plan Review/Building Inspections, attached hereto and incorporated herein as Exhibit “A”, as identified in each written task order or request for services (i) with the skill and care ordinarily provided by competent consultants and professionals practicing in the same or similar locality and under the same or similar circumstances; (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent consultant performing the Services and in no event shall AOKA exceed the “turnaround times” set out at page 7 (the “Schedule for Services”) of the Proposal for Building & Civil Plan Review/Building Inspections” attached hereto and incorporated herein by this reference as Exhibit “A”; and (iii) with AOKA personnel who shall possess, hold and maintain in current standing during the term of this Agreement such licenses and permits required to provide the Services.

2.2 All Services provided by AOKA under this agreement shall be provided on a task order basis. Prior to commencing any Services under this Agreement or any task order or request for Services issued hereunder, AOKA shall (1) receive a written task order or request for services from City Program Manager identifying the specific services to be provided, (2) provide City Program Manager with a cost and time estimate for providing the services identified in the written task order or request for services, and (3) receive written authorization from the City Program Manager to proceed with the work identified in the task order or written request for services.

2.3 AOKA agrees to provide all services under this Agreement or any task order issued hereunder at the rates set forth in the Fee Schedule (Exhibit B) at page 11 of the Master Service Agreement, attached hereto as Exhibit “A”.

2.4 Review and inspection services shall be conducted as required by the City’s Code of Ordinances including but not limited to the City’s Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code, and Energy Code. AOKA shall provide written notice of the costs to the applicant and the City. All fees and costs shall be in accordance with the City’s Code of Ordinances and applicable State law. AOKA shall provide City with copies of all fee and cost calculations. AOKA shall forward a copy of all permits approved by AOKA to the City. AOKA shall also maintain a copy of all documents relating to fees charged and inspections performed by AOKA pursuant to this Agreement. The applicant shall pay the City directly; City shall then pay AOKA as specified in this Agreement.

2.5 The City hereby appoints the Chief Building Official, or designee thereof, as the Program Manager for purposes of this Agreement. The Program Manager shall be the individual

who shall be authorized to act on behalf of City with regard to the services to be provided by AOKA under this Agreement or any task order issued hereunder and with whom AOKA may consult at reasonable times.

2.6 The City shall, prior to commencement of Services, provide AOKA with the information set forth in the Scope of Services, if any.

2.7 The Parties acknowledge and agree that any opinions provided by AOKA in connection with the Scope of Services represent the judgment of AOKA, in accordance with the standard of care applicable by law to the Services performed under this Agreement or any task order or request for Services issued hereunder.

Article III

Schedule of Work

AOKA agrees to provide the required Services when requested by the City Chief Building Official or designee ("Program Manager") and to complete such services as set forth in Exhibit A ("Scope of Services") of the Master Service Agreement, attached hereto as Exhibit "A".

Article IV

Compensation and Method of Payment

4.1 AOKA will be compensated in accordance with the payment schedule and amounts set forth in the Fee Schedule, page 8 of Exhibit "A". Unless otherwise provided herein, payment to AOKA shall be monthly based on AOKA's detailed monthly itemized statement for services and reimbursable expenses in a form reasonably acceptable to the City. The City shall pay such monthly statements within thirty (30) days after receipt of monthly statements.

4.2 Unless otherwise provided in the Scope of Services AOKA shall be responsible for all expenses related to the Services provided pursuant to this Agreement or any task order or written request for Services issued thereunder including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

4.3 The fees and rates set forth in the Fee Schedule shall remain in effect during the term of this Agreement and any subsequent renewals thereof. Any changes to established fees and rates shall require the prior written consent of the City.

4.4 Any provision of the Master Service Agreement is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.

Article V

Devotion of Time; Personnel; and Equipment

5.1 AOKA shall devote such time as reasonably necessary for the satisfactory performance of the Services under this Agreement or any task order or written request for services issued hereunder. Should the City require additional services not included under this Agreement, AOKA shall make reasonable effort to provide such additional services within the required time schedule without decreasing the effectiveness of the performance of Services required under this Agreement or any task order or request for services issued hereunder and shall be compensated for such additional services on a time and materials basis, in accordance with AOKA's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for AOKA to perform the Services under this Agreement, AOKA shall be authorized to engage the services of any agents, assistants, persons, or corporations that AOKA may deem proper to aid or assist in the performance of the services under this Agreement. AOKA shall provide written notice to and obtain written approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be paid by AOKA and shall not be paid or reimbursed by the City unless otherwise provided herein.

5.3 AOKA shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement.

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement 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. In the event of a conflict or inconsistency between any provision of this Agreement and the Master Service Agreement attached as Exhibit A, the provisions of this Agreement shall control.

6.2 Assignment. AOKA may not assign this Agreement without the prior written consent of City. In the event of an assignment by AOKA 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.

6.3 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.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. Without waiving governmental or official immunities, the Parties agree to submit to the personal and subject matter jurisdiction of said court.

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

6.6 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.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that AOKA, 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 AOKA pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. AOKA 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.

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, courier or by confirmed telefax or facsimile 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 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 Rd.
Glenn Heights, Texas 75154

With a copy to:

David M. Berman
City Attorney
Nichols, Jackson, Dillard, Hager &
Smith, L.L.P.
1800 Ross Tower
500 North Akard Street
Dallas, Texas 75201
Phone: 214-965-9900
Fax: 214-965-0010

If intended for AOKA, to:
AOKA Engineering, L.L.C.
Attn: Ganesh Chapagain
300 Waverly Drive
Glenn Heights, Texas 75154

6.9 Insurance.

(a) AOKA shall during the term hereof maintain in full force and effect the following insurance: (i) a commercial general liability policy of insurance for bodily injury, death and property damage including the property of the City, its officers, contractors, agents and employees (collectively referred to as the "City") insuring against all claims, demands or actions relating to the work and services provided by AOKA pursuant to this Agreement with a minimum combined single limit of not less than \$2,000,000.00 per occurrence for injury to persons (including death), and for property damage and \$2,000,000.00 aggregate including products and completed

operations coverage of \$1,000,000.00. This policy shall be primary to any policy or policies carried by or available to the City; (ii) policy of automobile liability insurance covering any vehicles owned, non-owned and hired and/or operated by AOKA, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit for bodily injury, death and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of AOKA's employees involved in the provision of services under this Agreement with policy limit of not less than \$1,000,000.00; and (iv) Professional Liability with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate, covering negligent acts, errors and omissions by AOKA, its contractors, sub-contractors, consultants and employees in the performance of services pursuant to this Agreement.

(b) All 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 and AOKA Liability; (2) 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, except for AOKA Liability Insurance; (3) provide a written notice for cancellation, non-renewal, and/or material changes of the policy in accordance with the policy provisions.

(c) 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. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.

(d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the required insurance policies, AOKA shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, AOKA shall within ten (10) business days after written request provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to AOKA by the City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

6.10 Indemnification. AOKA SHALL INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS OFFICERS, EMPLOYEES, AND AGENTS ("CITY REPRESENTATIVES), FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY AOKA, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH AOKA EXERCISES CONTROL (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE SOLE

NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL ACT OF THE CITY REPRESENTATIVES) SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B). IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH THE CITY REPRESENTATIVES AND AOKA, THE RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO AOKA'S LIABILITY.

AOKA'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY AOKA UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.11 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.

6.12 Prohibition of Boycott/Discrimination. AOKA verifies each of the following:

Energy Boycott. In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 13), the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that the company: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The signatory executing the Contract on behalf of Vendor verifies Vendor does not boycott energy companies and will not boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the City determines the requirements of Subsection 2274.002(b) are inconsistent with the City's constitutional or statutory duties related to the issuance, incurrence or management of debt obligations or the deposit, custody, management, borrowing or investment of funds.

Firearms. In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 19) the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that the company: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against

a firearm entity or firearm trade association. The signatory executing the Contract on behalf of Vendor verifies Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the City contracts with a sole-source provider or if the City does not receive any bids, if applicable, from a company that is able to provide the required verification.

Critical Infrastructure. In accordance with Chapter 2274, Texas Government Code, the City may not enter into a contract or agreement with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more (1) if the company would be granted direct or remote access to or control of critical infrastructure in Texas, excluding access specifically allowed by the City for product warranty and support purposes and (2) if the City knows the company is (A) owned by or the a majority of stock or other ownership interest of the company is held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of such countries, or (B) headquartered in such countries. The signatory executing the Contract on behalf of Vendor represents that neither Vendor nor any of its parent companies, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company of which the City may not contract pursuant to Section 2274.0102, Texas Government Code. The foregoing verification is made solely to comply with Section 2274.0102, Texas Government Code.

Anti-Boycott Israel Verification. In accordance with Chapter 2271, Texas Government Code, the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing the Contract on behalf of Vendor verifies that Vendor and its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent the Contract is a contract for goods or services, will not boycott Israel during the term of the Contract. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The signatory understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a Vendor which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than \$100,000.

Iran, Sudan, and Foreign Terrorist Organizations. The signatory executing the Contract on behalf of Vendor represents that neither Vendor nor any of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list

prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the entity and each of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

6.13 Punitive Damages. Neither AOKA nor City shall be liable under any circumstances for punitive or exemplary damages.

EXECUTED this _____ day of _____, 2025.

CITY OF GLENN HEIGHTS, TEXAS

By: _____
Clifford Blackwell, City Manger

ATTEST:

By: _____
Brandi Brown, City Secretary

APPROVED AS TO FORM:

By: _____
David M. Berman, City Attorney

EXECUTED this _____ day of _____, 2025.

AOKA ENGINEERING, L.L.C.

By: _____
Ganesh Chapagain
Manager and Chief Executive Officer

EXHIBIT “A”



Master Services Agreement for the City of Glenn Heights



AOKA



Prepared for

Cliff Blackwell, CGFO, MPA
City Manager

Cover Letter

Cliff Blackwell, CGFO, MPA
City Manager
City of Glenn Heights



Mr Blackwell,

Aoka is pleased to present our Master Services Agreement for building department services to the City of Glenn Heights. Our staff have a minimum of ten (10) years of experience and include ten (10) ICC certified MCPs, TSBPE licensed plumbing inspectors, and other ICC certified professionals. Aoka can perform plan review and inspection services in accordance with all building codes and amendments adopted by City of Glenn Heights. Aoka also provides other building department services, including instruction of several ICC Certified training courses.

We excel at leveraging technology and providing completely digital plan review services, for timeliness and efficiency. We are experienced in integrating with all major municipal software systems and, we also offer our VertexPlans (TM) file sharing platform for quick and easy file submission and retrieval. Our clients have found these offerings save time and reduce expenses for their jurisdiction and the citizens they serve, while also improving their overall customer service.

We perform services for commercial, single-family residential, multi-family residential, and industrial projects in numerous municipalities throughout the State of Texas and the United States. We hope to add City of Glenn Heights to our list of highly satisfied clients.

At Aoka, we value high-quality customer service, timely job completion, quality work, and cost-competitive solutions. When you choose Aoka you will receive:

- Outstanding customer service and communication
- Licensed, certified, and experienced professional team members
- Technology driven processes – ensuring timely, accurate, and efficient project completion
- Industry leading turnaround times
- Detailed and thorough digital record generation, and delivery
- Cost-effective and unrivaled quality performance

Sincerely,

Ganesh Chapagain
CEO
713-962-0889
ganesh@aokaengineering.com

Rocky Rodriquez
Business Development Manager
214-395-6535
rocky@aokaengineering.com

Master Service Agreement

This AGREEMENT is made between the City of Glenn Heights, a political subdivision of the state of Texas, herein "City" and Aoka LLC, herein "Aoka".

THE PARTIES AGREE AS FOLLOWS:

- 1. SCOPE OF WORK:** City engages Aoka to provide services as set forth in Exhibit "A" attached hereto.
- 2. LICENSES:** Aoka possesses the skill and experience necessary; and all qualified personnel and licenses required to perform the services under this agreement. Aoka further agrees to comply with all applicable laws in the performance of the services hereunder.
- 3. PAYMENT:** City agrees to pay Aoka for their services rendered under this Agreement an amount as set forth in Exhibit "B" attached hereto.
- 4. TERMS OF PAYMENT:** Aoka will bill the City once a month. All invoices are due and payable net thirty (30) days, and interest shall accrue at the rate of one and one-half percent (1.50%) per month from the date due. Failure to pay any invoice within the time required shall constitute a material breach of this Agreement.
- 5. RIGHT OF CONTROL:** City agrees that it will have no right to control or direct the details, manners, or means by which Aoka accomplishes the results of the services performed hereunder. Aoka has no obligation to work any particular hours or days or any particular number of hours or days. Aoka agrees, however, that Aoka's other contracts or services shall not interfere with the performance of its services under this Agreement.
- 6. RELATIONSHIP:** Aoka is an independent contractor and is not an employee, servant, agent, partner, or joint venture of the City. Aoka is not eligible for, and shall not participate in, any employee pension, health, or other benefit plans provided by the City.
- 7. FEDERAL, STATE AND LOCAL PAYROLL TAXES:** Neither federal, state, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by City on behalf of Aoka or the employees of Aoka.
- 8. INSURANCE:** Aoka at its own expense shall procure and maintain the following insurance policies for the duration of the contract:
 - **Worker's Compensation:** Aoka currently maintains worker's compensation and employer's liability insurance in the amount:
 - Each accident: \$1,000,000.00
 - Disease each employee: \$1,000,000.00
 - **General Liability:** Aoka currently maintains commercial general liability insurance in the amount of \$1,000,000.00 per occurrence.
 - **Errors and Omission:** Aoka currently maintains errors and omission insurance in the amount:
 - Per occurrence: \$1,000,000.00
 - Aggregate: \$2,000,000.00
- 9. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:** Aoka shall supply, at its sole expense, all equipment tools, materials and/or supplies to accomplish the services to be provided herein.

Master Service Agreement

10. EFFECTIVE DATE: This contract shall become effective on the date it is fully executed by both parties, as indicated by the latest date of signature below, unless otherwise agreed to in writing. The agreement shall remain in effect until terminated by either party with at least 45 days written notice. Upon termination, the City shall pay Aoka for any materials, supplies, or equipment, which are in transit or under commitment.

11. WAIVER: No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

12. NON-SOLICITATION: The City agrees in good faith that for the term of this Agreement and one year after the termination of the Agreement not to directly or indirectly employ or otherwise engage any current employee of Aoka or any former employee of Aoka who left Aoka within the six months prior to and including the date of the execution of this Agreement.

13. CHOICE OF LAW: Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the State of Texas. All claims, disputes, or matter in question arising out of, or relating to, this agreement or any breach thereof, including but not limited to dispute shall be submitted to non-binding mediation before initiation of legal proceedings. City and Aoka agree to submit all disputes and claim that arise out of or that relate to this agreement, or to the interpretation or breach thereof, or to the existence, scope, or validity of this Agreement to a non-binding mediation jointly selected by the City and Aoka prior to initiating demand for Arbitration. In the event of any such dispute or claim, the parties agree to mediate the dispute or claim within 30 days of a written notice to the City or Aoka of such a claim or dispute. The parties shall mutually agree upon the mediator, and the parties shall bear one-half of the cost of the mediation and shall bear the cost of their own attorney fees.

14. ENTIRE AGREEMENT: This is the entire Agreement of the parties and can only be modified or amended in writing by the parties.

City of Glenn Heights, Texas

Signature: _____

Date: _____

Print Name: _____

Title: _____

Aoka, LLC

Signature: _____

Date: _____

Print Name: _____

Title: _____

Attachments:

Exhibit A (Scope of Services)

Exhibit B (Fee Schedule)

EXHIBIT A (Scope of Services)

Building Plan Review

All plans are eligible for electronic submission. The process is as follows:

- The city intakes the permit application with design documents.
- The project is submitted to us through the city's own system or through an easy upload to Aoka's website.
- Aoka's project manager is notified as soon as the city uploads the design documents.
- The project manager will assign the project to one or multiple relevant plan examiners.
- The plan examiners will review the design documents.
- The plan examiners upload their plan check report according to the direction of the city, either on the city's system or on Aoka's digital platform, which can be accessed by the city in real time.
- The project manager will review the plan check report to ensure quality.
- The city will be notified by email as soon as the plan examination and quality review is completed.
- The city will be able to access the plan check reports prepared by the plans examiner which can be distributed to the permit applicant. Transparency is key.

Building Inspection

- Aoka will inspect all residential, commercial, multifamily and industrial projects, to ensure compliance with all model building codes adopted by the State of Texas and all local ordinances.
- Aoka inspectors will:
 - Maintain all necessary certificates and licenses.
 - Provide the City with necessary information to determine what inspections are required for a given application.
 - Perform inspections under the direction of Aoka's Building Official.
 - Complete inspections timely and courteously.
 - Represent the City in a professional manner.
 - Coordinate inspections with other City departments as necessary.
 - Maintain specific records of completed inspections and inspection reports and transmit them in real time to the City.
- Assist in complaint investigations, hazardous building inspections, and assist the City in prosecuting violations.
- In addition to on-site inspections, Aoka offers an optional virtual inspection process. Virtual inspection increases efficiency and reduces costs, and we adhere to all ICC's virtual inspection guidelines.

EXHIBIT A (Scope of Services)

Virtual Inspections

Aoka will inspect all residential, commercial, multifamily and industrial projects, to ensure compliance with all model building codes adopted by the State of Texas and all local ordinances.

- Maintain all necessary certifications and licenses
- Be trained in and familiar with ICC's virtual inspection procedures and guidelines
- Have at least seven years of experience doing field inspections so that they can direct contractors virtually, very efficiently.
- Use our latest virtual inspection software to send a text to the contractor's phone at the time of the inspection. The contractor will be connected with the inspector through video and audio when they click on the link.
- Use our latest software which has geotagging to verify the contractor is in the right address. In addition, they will check the permit number, street name and house number.
- Direct contractors/homeowners to show certain things according to the requirements of the inspections.
- Ask contractors/homeowners additional questions as needed.
- Take pictures and videos of what they see for documentation
- Approve, deny or partially approve the inspection
- If the inspector feels the virtual inspection has not provided adequate information to approve or deny, they will schedule an in-person inspection.
- Create inspection reports containing the geotagged location, pictures, and comments
- Upload the report into our system which automatically shares it with the municipality and the contractor/homeowner.
- Ask the contractor to reschedule the inspection if not approved.

We encourage the consideration of our virtual inspection program for faster inspections and efficiency. It allows for inspectors from a larger area to be used, reduces driving time, increases cost savings, all while meeting ICC's life safety and inspection standards.

Public Works/ Civil Plan Review and Inspection

Aoka provides the highest-level of civil plan review and inspection services. Our staff has performed civil plan review for private subdivisions and development improvement plans for both on-site and public right-of-way improvements. Our review/inspections include, but are not limited to:

- Paving
- Street Sign and Sidewalk
- Lot Grading
- Street Lighting
- Retention Pond
- Water Layout
- Drainage / Storm Sewer
- Erosion Control
- Sanitary Sewer
- Public Works Permit Service
- Stormwater Plan Review and Inspection
- Floodplain Manager Service

EXHIBIT A (Scope of Services)

Fire Protection Plan Review and Inspection

Aoka can provide fire and life safety plan review and inspection services. Our staff include ICC certified fire marshals and NFPA certified fire plans examiners who have performed comprehensive fire and life safety reviews. With proficiency in virtually all types of construction and occupancies, our team will review fire sprinkler system plan, fire alarm plan, fire suppression system plan, CO2 system plan, and fuel storage tank plan. Aoka can check for allowable height and area, fire restrictive construction, means of egress, fire access, hazardous materials, and smoke management systems.

ICC Certified Training Services

Our Certified Building Official can provide on-site training services to your residents and contractors regarding all aspects of the permit submission, review, and inspection processes. We can also create informational materials and other documentation guiding the applicant through the entire permitting process.

Health Inspection Services

Food Inspection

Aoka utilizes rigorous inspection techniques to identify problems, educate restaurant owners and solve sanitation problems before they lead to an outbreak scenario. We use HACCP principles which focus on temperature control, cross-contamination, and employee hygiene. Inspections will be performed by Texas Registered Sanitarian.

Plan Review of Food Establishments

Aoka can catch potential problems before they occur and ensure proper layouts for sanitation and cost-effective operation. Prior to the completion of the project, we will confirm compliance with health department regulations, manufacturing specifications, equipment condition, and installation.

Public Pools and Spas Inspection

Inspections of public aquatic facilities is an important tool in preventing recreational water-associated illness and injury. An inspection of a public aquatic facility is an assessment of whether its operation and maintenance meet the standards set in a jurisdiction's public health code. Aoka will enforce Texas Administrative Code for public swimming pools and spas.

Other Available Services

- Permit staff augmentation
- Plan review software

EXHIBIT A (Scope of Services)

Emergency Response and Preparedness Services

As a true partner, Aoka offers specialized Emergency Response and Emergency Preparedness services. Our team is prepared to mobilize rapidly in the aftermath of natural disasters, infrastructure failures, or other emergencies, providing support through expedited inspections, damage assessments, and permitting assistance. We also work proactively with jurisdictions to develop resilient emergency preparedness plans, including pre-event inspection protocols, continuity of operations planning, and scalable response strategies. These services help ensure public safety, minimize service disruption, and support swift community recovery.

Facility Assessments

Aoka provides comprehensive Facility Assessments for aging or existing structures, conducted by our highly experienced ICC-Certified Building Officials. These assessments are designed to evaluate structural integrity, code compliance, safety conditions, and overall functionality. Whether supporting capital improvement planning, renovation efforts, or due diligence, our detailed reports offer actionable insights to help jurisdictions and facility owners make informed decisions regarding maintenance, upgrades, or redevelopment.

Code Enforcement Services & Training

Aoka offers Code Enforcement Services to support municipalities in maintaining safe, healthy, and compliant communities. Our services include field inspections, enforcement of local codes and ordinances, violation documentation, and public education on compliance requirements. In addition, we provide specialized training for prospective Code Enforcement Officers, designed to prepare individuals for certification and effective field performance. All training is delivered by experienced, ICC-certified professionals who bring real-world insight and best practices to every session.

EXHIBIT A (Scope of Services)

Planning & Zoning Services

Aoka offers Planning & Zoning Services to assist municipalities in managing land use, guiding responsible development, and maintaining compliance with local ordinances. Our team supports a range of functions including site plan and subdivision review, zoning verification, ordinance development and updates, and variance or special use case processing. We also provide staff augmentation and long-range planning assistance to help jurisdictions meet growth demands and improve efficiency. Aoka's planners work as an extension of your department, ensuring streamlined approvals, clear communication with applicants, and a consistent approach to sustainable community development.

On-Site Sewage Facilities Services

Aoka provides comprehensive On-Site Sewage Facilities (OSSF) Services to support the permitting, maintenance, and construction oversight of decentralized wastewater systems, including septic systems. Our team ensures full compliance with all applicable TCEQ regulations and local codes. In addition to direct field services, Aoka assists municipalities and local jurisdictions in becoming authorized agents of the Texas Commission on Environmental Quality (TCEQ), empowering them to manage and enforce their own OSSF programs. We also handle OSSF-related public complaints and ensure timely resolution through documented inspections and expert regulatory guidance. These services are ideal for rural or underserved areas where centralized sewer systems are not viable, ensuring environmental safety and public health across all communities.

Certified Building Official Services

Aoka provides full-service ICC-Certified Building Official support, including the development, administration, interpretation, and enforcement of all adopted codes and policies. Our experienced CBOs can lead or supplement your Building Department, offering code guidance, process improvements, policy updates, and staff support. Acting as an extension of your team, we ensure consistency, efficiency, and compliance across all building safety operations.

EXHIBIT A (Scope of Services)

Availability & Turnaround Timelines

At Aoka, we understand that time is one of the most critical factors in development and construction. Our operations are built around efficiency, responsiveness, and precision, and we pride ourselves on delivering industry-leading turnaround times across all service areas. Leveraging our fully digital workflows, deep expertise, and experienced team of certified professionals, we minimize delays and keep projects moving forward. Additionally, our services in Emergency Response, Facility Assessments, Code Enforcement, Planning & Zoning, and Certified Training are delivered with equal attention to urgency and quality. We customize schedules based on client needs and project scope, ensuring timely responses even under compressed timelines or emergency conditions. Our digital-first approach, integration with major municipal platforms, and our proprietary VertexPlans™ system further streamline communication, document handling, and service delivery—reducing bottlenecks and maximizing productivity for your staff and the communities you serve.

	Plan Review (<\$5M valuation)		within 5 business days	
	Plan Review (>\$5M valuation)		within 10 business days	
	Plan Review Rechecks		within 3 business days	
	Inspections		within 24 hours	

EXHIBIT B (Fee Schedule)

Services	Fees	Notes
Master Plan Review	\$900.00	Applicable to building plan review for master plans in a subdivision. This includes first, second, and third review.
Site Plan Review and Inspection	35% of the Permit fee+Plan Review fee	Applicable when master plan review has been performed previously. The plan review includes review of site plan, location of fire hydrant, building setbacks, building lines and location of utilities etc. First, second and, third building plan reviews are included within this pricing. All Building, Mechanical, Electrical and Plumbing inspections are included. Reinspections are included.
New Residential Plan Review and Inspection	\$350.00	Applicable to New custom homes or homes where there has been no master plan review. It includes first, second and third building plan reviews. All Building, Mechanical, Electrical and Plumbing inspections are included. Reinspections are included.
Residential Addition, Alteration and Remodel	\$350.00	Applicable to all residential repairs, alterations, remodels and other improvements that the city of Glenn Heights charges according to Table 2-A. Includes first, second and third building plan review as well as all Building, Mechanical, Electrical and Plumbing inspections including re-inspections. This includes pool/spa, and solar permit.
Minor residential permits (Minor building repair, demolition, certificate of occupancy, driveway, roof, fence, moving structure permits)	90% of the Permit fee	90% of the collected permit fees for all minor permits including but not limited to Minor building repair, demolition, certificate of occupancy, driveway, roof, fence, moving structure. Includes first, second and third plan review and inspections as needed.
New Commercial Plan Review and Inspection (Less than \$5,000,000)	65% of the Permit Fee	Applicable to all new commercial projects less than \$5,000,000 in valuation. It includes first, second and, third building plan reviews. All Building, Mechanical, Electrical and Plumbing inspections are included. Reinspections are included.
New Commercial Plan Review and Inspection (More than \$5,000,000)	85% of the Permit Fee	Applicable to all new commercial projects greater than \$5,000,000 in valuation. All first, second and third building plan reviews are included. All Building, Mechanical, Electrical and Plumbing inspections are included. Reinspections are included.
Plan review after the third included review	\$90 per hour with prior approval from City	

The above percentages are based on the fees currently adopted by the City.

EXHIBIT B (Fee Schedule)

Miscellaneous Plan Review & Inspection Fees	
Type	Permit Fee
Solar Permit (Plan Review and Inspection)	\$135 per permit
Irrigation Permit (Plan Review and Inspection)	\$135 per permit
In-Ground Swimming Pool Permit (Plan Review and Inspection)	\$135 per permit
Manufactured/Mobile Homes (Inspections)	\$50 per Inspection
Inspections Only Building, Mechanical, electrical, plumbing, and gas	\$50 per Inspection
Miscellaneous Inspections	\$50 per Inspection
Fire Services	
Commercial & Multi-Family Fire Plan Review (Fire Alarm & Sprinkler Systems)	
Valuation	Fee, Each System
Less than \$6,250.00	\$200.00
\$6,250.00 to \$250,000.00	\$300.00
\$250,001.00 to \$500,000.00	\$425.00
\$500,001.00 to \$1,000,000.00	\$550.00
\$1,000,001.00 to \$3,000,000.00	\$800.00
\$3,000,001.00 to \$6,000,000.00	\$1,200.00
\$6,000,000 and up	\$1,200.00 plus \$0.38 for each additional \$1000.00

EXHIBIT B (Fee Schedule)

Commercial & Multi-Family Fire Inspections (Fire Alarm & Sprinkler Systems)	
Valuation	Fee, Each System
Less than \$6,250.00	\$300.00
\$6,250.00 to \$250,000.00	\$425.00
\$250,001.00 to \$500,000.00	\$525.00
\$500,001.00 to \$1,000,000.00	\$675.00
\$1,000,001.00 to \$3,000,000.00	\$950.00
\$3,000,001.00 to \$6,000,000.00	\$1,425.00
\$6,000,000 and up	\$1,425.00 plus \$0.38 for each additional \$1000.00

Miscellaneous Fire Related Items	
Miscellaneous Fire Related Items	Hourly rate
Underground Fire Code Plan Review	\$90
Fuel Storage Tank Plan Review	\$90
Underground Fire Code Inspection	\$120
Fire Extinguisher Inspection	\$120
Fuel Storage Tank Inspection	\$120
Annual Fire Safety Inspection	\$150

EXHIBIT B (Fee Schedule)

Public Works / Civil Services	
Additional Public Works & Civil Services	Hourly rate
PW/CS Project Management	\$120 per hour
PW/CS Inspection	\$90 per hour
PW/CS Plan Review	\$120 per hour
PW/CS Ordinance Review & Drafting	\$120 per hour

Health Services		
Annual Health Inspections		
Services	Fee per Establishment	Notes
Standard Health Inspection	\$105	Includes One Routine Annual Inspection
Follow-Up Inspection	\$105	Ensures Corrective Actions Have Been Made
Additional Inspections (As Requested)	\$105	For Voluntary or Pre-Operational Checks
Pool Health Inspection	\$105	Includes One Routine Annual Inspection
Health Services Plan Review & Approval		
Services	Fee per Establishment	Notes
New Restaurant Plan Review	\$500	Review of Food Safety Plans
Remodel Plan Review	\$300	Review of Major Renovations
Mobile Food Unit Plan Review	\$250	Covers Food Truck & Temporary Units

EXHIBIT B (Fee Schedule)

Health Services Complaint Investigation & Follow-Up		
Services	Fee per Establishment	Notes
Complaint Investigation	\$400	Includes On-Site Inspection & Report
Follow-Up Visit	\$105	Ensures Corrective Actions Have Been Made

OSSF Services	
OSSF Services	Rate
OSSF System Plan Reviews & Inspection Services (Per New Installation or System Modification)	\$550 per Permit
OSSF Complaint Investigations (For Each Inspection or Re-Inspection)	\$175 per inspection
OSSF Inspections of Repairs to Existing Systems (For Each Inspection or Re-Inspection)	\$175 per inspection
TCEQ Audits (Includes meeting with TCEQ representative & response to written report and/or any other work pertaining to OSSF Designated Representative duties)	\$120 per hour

Additional Aoka Services	
Additional Services	Hourly rate
Certified Building Official Service	\$120 + Travel Expenses
Certified Fire Marshal Service	\$120 + Travel Expenses
Code Enforcement Officer	\$70 per hour
Certificate of Occupancy Inspection (Building)	\$120 per inspection

EXHIBIT B (Fee Schedule)

Additional Services	Hourly rate
Certificate of Occupancy Inspection (Fire)	\$120 per inspection
Emergency Response & Post-Disaster Service	\$120 per hour + Travel Expenses
Facility Assessment Services	\$120 per hour
ICC Certified Training Services	\$150 per hour
Permit Tech Services	Hourly Rate: \$50 per hour Weekly Rate: \$1000 (20 hours per week) Monthly Rate: \$3840 (80 Hours per month) Annual Rate: \$55,200 (100 Hours per month)

Vertex Plans Software	
City Portal	Fee Amount
Aoka provides comprehensive permitting support through its proprietary VertexPlans™ platform. This cloud-based system enables efficient submission, review, plan review, inspection, and permit management for client's permits.	Free

Vertex Plans Software	
Contractor Portal	Fee Amount
Permit application fee (paid by the applicant)	\$15 per Permit
Stripe Processing Fee (credit cards/ card and digital wallet)	2.9% + 0.30 cents
Stripe Processing Fee (Bank debit and transfers)	0.8% ACH direct debit (\$5 Cap)

EXHIBIT B (Fee Schedule)

Vertex Plans System Setup Fees	
Vertex Plans System Set-Up Fees – Setup Tiers	Fee Amount
Basic The basic plan includes: • Includes Basic System set up of the software: ◦ Team invitation and account provisioning ◦ Contractor portal configuration ◦ Inspection module setup ◦ User access management ◦ Permit fee handling and setup • Includes End-User Training: ◦ High-level portal demonstration ◦ Step-by-step "How-to" PDFs Guided ◦ "How-to" videos	\$1,000
Vertex Plans System Set-Up Fees – Setup Tiers	Fee Amount
Intermediate This plan includes: ◦ Everything in Basic System Setup ◦ Data Migration from a Legacy System ◦ Supported data migration up to 20 GB ◦ City must provide data in a standardized format shared by Aoka	\$5,000
Advanced This plan includes: • Everything in Intermediate System Setup • Data Migration more than 20 GB • Data Clean-up & Validation ◦ Pre-import review and sanitization of client data ◦ Remove duplicates, correct formatting, and ensure consistency ◦ Validate critical fields (e.g., dates, categories, statuses) • Advanced Data Mapping ◦ Custom mapping of legacy fields to new system structure ◦ Assistance with translating old data models to new formats ◦ Documentation of data mapping rules and assumptions • Backup of Existing Legacy Data before Migration	\$15,000

Additional Notes:

Please Note: The following services are available across all plans and may incur additional costs based on specific requirements:

- **Detailed System Training & Onboarding Support** - Tailored training sessions and onboarding assistance can be provided. Pricing will depend on the scope and hours needed.
- **Custom Software Configurations** - This includes third-party system integrations and other custom development needs. Pricing will depend on the nature of the work and the engineering hours required.
- **Extended Post-Onboarding Technical Support** - Ongoing technical support beyond the standard onboarding period is available. Details and associated information can be provided upon request.

Get in touch

📍 1751 River Run Suite 200 Fort Worth, TX

✉ info@aokaengineering.org

🖱 www.aokaengineering.com



AGENDA SUMMARY SHEET

November 12, 2025

AGENDA, ITEM 7

Discussion and first reading of Ordinance O-23-25, amending the Code of Ordinances, by amending Section 15.02.094 of Division 4 ("Fence and Screening Regulations") of Article 15.02 ("Landscape and Screening") of Chapter 15 ("Development Regulations") to amend Subsection (b) to require fencing between adjacent residential properties and on residential properties abutting public rights-of-way and public easements. (Council Member Stephanie Hale)

Motion	
Second	
For	Brown, Benford, Mosley, Garrett, Bruton, Hale, and Lightfoot
Against	Brown, Benford, Mosley, Garrett, Bruton, Hale, and Lightfoot
Abstain	
Approve/ Deny/ Table	

[illegible]

AN ORDINANCE OF THE CITY OF GLENN HEIGHTS, TEXAS

ORDINANCE NO. O-23-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF GLENN HEIGHTS, TEXAS, BY AMENDING SECTION 15.02.094 OF DIVISION 4 (“FENCE AND SCREENING REGULATIONS”) OF ARTICLE 15.02 (“LANDSCAPE AND SCREENING”) OF CHAPTER 15 (“DEVELOPMENT REGULATIONS”) TO AMEND SUBSECTION (b) TO REQUIRE FENCING BETWEEN ADJACENT RESIDENTIAL PROPERTIES AND ON RESIDENTIAL PROPERTIES ABUTTING PUBLIC RIGHTS-OF-WAY AND PUBLIC EASEMENTS, PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Glenn Heights, Texas, finds and determines that amendments to the City’s landscape and screening regulations are needed to provide clarification and to enhance quality of life for City residents.

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

SECTION 1: The Code of Ordinances, City of Glenn Heights, Texas, be and is hereby amended to amend subsection (b) of Section 15.02.094 of Division 4 (“Fence and Screening Regulations”) of Article 15.02 (“Landscape and Screening”) of Chapter 15 (“Development Regulations”), by revising and replacing subsection (b), without amendment, repeal or change to subparts (1), (2) (3) or (4) of subsection (b), such that subsection (b) of Section 15.02.094 shall henceforth read as follows (underlined wording indicates additions, struck-through wording indicates deletions):

**“CHAPTER 15
DEVELOPMENT REGULATIONS**

...

**ARTICLE 15.02
LANDSCAPE AND SCREENING**

...

Division 4 Fence and Screening Regulations

...

§15.02.094 Fence and screening requirements in residential zoning.

...

(b) **Fence and screening regulations in residential zoning.** A fence is ~~not~~ required for residential property abutting adjacent residential property, as well as residential properties abutting a public right-of-way and public easements. If a fence is required or installed by property owner for privacy or security reasons then a wooden or decorative wrought iron fence not-to-exceed six feet (6') is allowed only in the designated rear yard and side yard with a side-yard fence not extending beyond the actual front building line. Wooden fences must meet the requirements set forth in section 15.02.093(1). When a rear or side yard of a residential property is adjacent to a public right-of-way then a continuous solid masonry screening wall not to exceed six feet (6') height or a wooden fence not to exceed six feet (6') in height is required to be installed along the side and rear yard of the residential property. Design and construction of such a wooden fence or masonry wall shall follow standards set forth in section 15.02.093(1) and (2) respectively of this article.

...”

SECTION 2: All provisions of the Ordinances of the City of Glenn Heights, Texas, in conflict with the provisions of this ordinance be and are hereby repealed and all other provisions of the ordinances of the City of Glenn Heights, Texas, not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3: An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 4: Should any sentence, paragraph, subdivision, clause, phrase, or section of this ordinance or the Code of Ordinances, as amended hereby, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance or the Code of Ordinances as a whole, or any part or provision thereof, other than the part declared to be invalid, illegal, or unconstitutional.

SECTION 5. Any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to a penalty by fine not to exceed five hundred dollars (\$500.00) for each offense, and each and every day such violation continues or is allowed to exist shall constitute a separate offense.

SECTION 6: This ordinance shall take effect immediately from and after its passage and the publication of its caption, as the law and charter in such cases provide.

Duly Passed by the City Council of the City of Glenn Heights, Texas this _____ day of _____, 2025.

Approved:

Sonja A. Brown, Mayor

Attest:

Brandi Brown, City Secretary

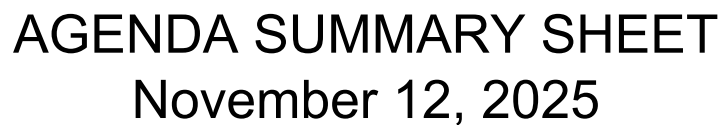
Approved as to Form:

David M. Berman, City Attorney

§ 15.02.094. Fence and screening requirements in residential zoning.

- (a) Developer installed screening in single-family subdivisions. The developer of all single-family detached and two-family attached duplex residential development shall be required to construct a continuous solid masonry screening wall of eight feet (8') height surrounding the subdivision with openings at designated entry exit points or at roadways passing through the subdivision. The material and standards shall conform to section 15.02.093(2). The developer shall construct these walls at his sole expense in accordance with the standards set forth below.
- (1) Structural plans and specifications for subdivision masonry screening wall are to be submitted at the same time as construction plans for other subdivision infrastructure improvements are required. Said plans and specifications shall be prepared and sealed by a registered professional engineer and shall consider the site's soil characteristics, wind loadings, and other environmental considerations.
 - (2) All masonry screening walls shall be placed at least nine feet (9') from any existing or proposed city water line. To provide the nine feet (9') distance, if needed, the developer shall be required to provide up to an additional nine feet (9') of right-of-way.
 - (3) All masonry screening walls required herein shall be placed on or within private property and outside of the public right-of-way.
 - (4) A plat note describing the location of the proposed masonry wall shall be included on the preliminary plat and the final plat. A fence schematic shall be provided along with the final plat.
 - (5) Prior to the city's issuance of a final certificate for residential occupancy, the developer must complete the subdivision screening wall required herein. The walls are permitted to be developed in phases as they are final platted.
 - (6) It shall be the responsibility of any person, firm, corporation, or other entity who shall own or occupy any lot or lots on which a screening wall was constructed pursuant to the terms of this article to adequately maintain the wall and to prevent it from becoming dilapidated or unsightly.
- (b) Fence and screening regulations in residential zoning. A fence is not required for residential property abutting residential property. If a fence is installed by property owner for privacy or security reasons then a wooden or decorative wrought iron fence not-to-exceed six feet (6') is allowed only in the designated rear yard and side yard with a side-yard fence not extending beyond the actual front building line. Wooden fences must meet the requirements set forth in section 15.02.093(1). When a rear or side yard of a residential property is adjacent to a public right-of-way then a continuous solid masonry screening wall not to exceed six feet (6') height or a wooden fence not to exceed six feet (6') in height is required to be installed along the side and rear yard of the residential property. Design and construction of such a wooden fence or masonry wall shall follow standards set forth in section 15.02.093(1) and (2) respectively of this article.

- (1) A non-opaque fence may be installed in the front yard of residential properties fronting major thoroughfares (Bear Creek Road, Hampton Road, Uhl Road and S. Westmoreland Road). The fence shall be constructed of stained wood, wrought iron or similar decorative material, with a maximum height not to exceed four feet. This option does not apply to lots with side access or properties within master planned subdivisions. For residential front entry gates, gates shall be a minimum of 24' from edge of pavement.
 - (2) With the approval of the City Manager or designee, a fence may be permitted to be erected and maintained on residential properties located along roadways or adjacent to drainage ditches where there is a significant slope or a substantial drop in the natural ground elevation to enhance safety and privacy. The fence may not exceed a maximum height of eight feet.
 - (3) Fence height shall be measured from the natural ground elevation after final grading to the highest point of the fence, including any decorative elements such as lattice, finials, or post caps. In cases where the ground elevation varies, the height shall be measured from the highest adjacent grade. Retaining walls or berms shall not be used to artificially increase fence height unless otherwise permitted by this code.
 - (4) The City Council may grant a variance to the requirements of Subsections (1) through (3) of this subsection.
- (c) Fence and screening regulations in nonresidential zoning (including multifamily and manufactured home zoning district).
- (1) A minimum six feet (6') tall solid masonry screening wall is required on any nonresidential property adjacent to residential property. The masonry wall shall be constructed at the sole expense of the property owner and/or tenant of the nonresidentially zoned (including multifamily and manufactured home park) property and shall be maintained by the same. Design and construction of such a masonry wall shall follow standards set forth in section 15.02.093(2) of this article. If the screening fence is required to screen a multifamily use from a single-family residential use or any nonresidential use, the fence shall be comprised of brick only and installed and maintained by the property owner/tenant of the property with the more intensive use.
 - (2) When nonresidential property is adjacent to a public right-of-way or another nonresidential-zoned property (commercial, retail, neighborhood services or industrial), no screening is required except in order to screen mechanical equipment, trash receptacle, outdoor storage, or loading area in accordance with sections 15.02.096, 15.02.097, 15.02.098, or 15.02.099, as applicable.
 - (3) Any industrial use or industrial (I) zoned property shall have a solid, opaque masonry screening wall on all three sides except the side or sides facing the public right-of-way. The height of this wall shall be between eight feet (8') and twelve feet (12'). The material and standards shall conform to section 15.02.093(2).
- (Ordinance O-08-13 adopted 5/7/13; Ordinance O-05-25 adopted 4/1/2025)



Discussion and take action appointing one (1) Planning and Zoning Commission Member. (Jailan Hadnot, City Planner)

[illegible]



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: November 12, 2025

SUBJECT

This item will allow City Council to consider appointing a new Commissioner for Place 2 of the Planning and Zoning Commission.

DISCUSSION / BACKGROUND

Pursuant to Article II of the Glenn Heights Zoning Ordinance, the Planning and Zoning Commission (P&Z) shall consist of seven (7) members appointed by the City Council as set forth by Article 10 of the City Charter. At its discretion, the City Council may make nominations for each Commission Place and seat an interview panel for the purpose of evaluating nominees. Each member of the Commission shall hold a designated Place, from Place 1 to Place 7, appointed to three (3) year terms. Place 1, Place 4 and Place 7 shall rotate together, Place 2 and Place 5 shall rotate together, and Place 3 and Place 6 shall rotate together.

The table below illustrates current Commissioners, their place numbers, and terms:

Planning and Zoning Commission			
Name	Place	Expiration Date	Note
Austin Kelley (Chair)	1	31-Jul-28	Not Expired
Vacant	2	31-Jul-26	Resigned
Arnold Lenoris Davis, Jr.	3	31-Jul-27	Not Expired
Stevelyn Miller	4	31-Jul-28	Not Expired
Brodrick K. Rhodes	5	31-Jul-26	Not Expired
Dr. Kelvin Sroy, Sr.	6	31-Jul-27	Not Expired
Enrique Salazar	7	31-Jul-28	Not Expired

Staff has received notification from Commissioner Stokes (Place 2) that she is no longer can serve this commission due to personal reasons. Additionally, Staff has received an application from:

- Paul L. Johnson Jr.
- Shaleese Neugent

Section II.2.3 – Members; Alternate Members; Appointments; Terms of Office

In accordance with Chapter 211 of the Texas Local Government Code and Article 10 of the Glenn Heights City Charter, the Planning and Zoning Commission (“Commission”) shall consist of seven (7) members appointed by the City Council as set forth by Article 10 of the City Charter. At its discretion, the City Council may make nominations for each Commission Place and seat an interview panel for purposes of evaluating nominees. The panel shall make recommendations of candidates to the City Council. A simple majority vote of the full City Council shall confirm the appointment of the Commission members. Each Commission member shall be a resident citizen, taxpayer, and qualified voter of the City of Glenn Heights. Each member of the Commission shall hold a designated Place, from Place 1 to Place 7, and each Place shall be appointed to a three (3) year term. Place 1, Place 4 and Place 7 shall rotate together, Place 2 and Place 5 shall rotate together, and Place 3 and Place 6 shall rotate together. New members shall be sworn in at the first regular Commission meeting following their appointment.

PRIOR COUNCIL OR BOARD ACTION

Not applicable.

PUBLIC CONTACT

Staff posted the availability for this Commission on the City’s website and social media outlets.

FINANCIAL IMPACT

Not applicable.

RECOMMENDATION / ALTERNATIVES

Staff has reviewed the applications and believes that both individuals are qualified to serve on the Planning and Zoning Commission. However, Staff respectfully defers to the City Council to make the final determination regarding the appointment.

ATTACHMENTS

1. Application – Paul L. Johnson Jr.
2. Application – Shaleese Neugent

PREPARED BY

Parviz R Pourazizian, Director of Planning & Development Services

REVIEWED BY

Jailan Hadnot, City Planner

PLANNING & ZONING COMMISSION APPOINTMENTS



JAILAN HADNOT
CITY PLANNER
NOVEMBER 12, 2025

PLANNING & ZONING COMMISSION APPOINTMENTS



This Item is to appoint a new member to planning and Zoning Commission,
Place 2.

CURRENT COMMISSIONERS



Planning and Zoning Commission			
Name	Place	Expiration Date	Note
Austin Kelley (Chair)	1	31-Jul-28	Not Expired
Vacant	2	31-Jul-26	Resigned
Arnold Lenoris Davis, Jr.	3	31-Jul-27	Not Expired
Stevelyn Miller	4	31-Jul-28	Not Expired
Brodrick K. Rhodes	5	31-Jul-26	Not Expired
Dr. Kelvin Stroy, Sr.	6	31-Jul-27	Not Expired
Enrique Salazar	7	31-Jul-28	Not Expired



SECTION II.2.3

In accordance with Chapter 211 of the Texas Local Government Code and Article 10 of the Glenn Heights City Charter, the Planning and Zoning Commission (“Commission”) shall consist of **seven (7) members appointed by the City Council as set forth by Article 10 of the City Charter.** At its discretion, the City Council may make nominations for each Commission Place and seat an interview panel for purposes of evaluating nominees. The panel shall make recommendations of candidates to the City Council. A simple majority vote of the full City Council shall confirm the appointment of the Commission members. Each Commission member shall be a resident citizen, taxpayer, and qualified voter of the City of Glenn Heights. **Each member of the Commission shall hold a designated Place, from Place 1 to Place 7, and each Place shall be appointed to a three (3) year term. Place 1, Place 4 and Place 7 shall rotate together, Place 2 and Place 5 shall rotate together, and Place 3 and Place 6 shall rotate together.** New members shall be sworn in at the first regular Commission meeting following their appointment.

BACKGROUND AND RECOMMENDATION



Staff received an email from Ms. April Stokes stating that due to her personal occupation, she is no longer able to attend these meetings.

After Staff posted the P&Z opening, the City received one application and had one older application from the last opening that was presented Council.

- Paul L. Johnson Jr.
- Shaleese Neugent

QUESTIONS



COMMENTS



City of Glenn Heights

Volunteer Application

Planning and Zoning Commission

Contact Information

Name	Paul L. Johnson Jr.
Street Address	[REDACTED]
City ST ZIP Code	75154
Home Phone	[REDACTED]
Work Phone	Retired
E-Mail Address	[REDACTED]

Commission Information and Required Availability

The Planning and Zoning Commission generally meets on the 2nd and 4th Monday of each month, as Planning and Zoning Commission business dictates. The meetings begin at 6:30 p.m. The length of the meetings vary but may be up to 1 ½ hours.

Special Skills or Qualifications

Summarize special skills and qualifications you have acquired from employment, previous volunteer work, or through other activities, including hobbies or sports.

Was a TEEX (Texas Engineering Extension Service) State Certified Code Officer for the City of Dallas for 4 years. Also worked and retired from the Environmental Protection Agency as a Brownfields Project Officer in the Office of Land and Revitalization for 14 years. My experiences from both these jobs allowed me to learn extensively about land use, zoning and city area wide planning.

Previous Volunteer Experience

Summarize your previous volunteer experience with the City or other organizations.

I volunteered on the City of Glenn Heights Zoning Board of Adjustments for two or three terms and chaired it for the last term I served. Also served as a member of the Glenn Heights 2012 Bond Advisory and Campaign Committee where we spent approximately 8-9 months learning about City processes, roads and their constructions and how bonds work from a financial and taxing standpoint.

Person to Notify in Case of Emergency

Name	Karen Boss-Johnson
Street Address	
City ST ZIP Code	Glenn Heights, TX 75154
Home Phone	
Work Phone	Retired
E-Mail Address	

Agreement and Signature

By submitting this application, I affirm that I am a resident of the City of Glenn Heights and a qualified voter of the City of Glenn Heights.

Name (printed)	Paul L. Johnson Jr.
Signature	<i>Paul L. Johnson Jr.</i>
Date	9/25/2025

Our Policy

It is the policy of the City of Glenn Heights to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.

The information contained on this form is subject to release under the Texas Public Information Act upon filing with the Office of the City Secretary.

Thank you for completing this application form and for your interest in your service to the City of Glenn Heights.

Please return this form to the Office of the City Secretary. Forms may be completed and emailed to: brandi.brown@glennheightstx.gov or mailed to:

Brandi Brown
City Secretary
1938 S Hampton Road
Glenn Heights, TX 75154

Thank you.



City of Glenn Heights

Volunteer Application

Planning and Zoning Commission

Contact Information

Name	Shaleese Neugent
Street Address	[REDACTED]
City ST ZIP Code	Glenn Heights, Tx 75154
Home Phone	[REDACTED]
Work Phone	n/a
E-Mail Address	[REDACTED]

Commission Information and Required Availability

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Special Skills or Qualifications

Summarize special skills and qualifications you have acquired from employment, previous volunteer work, or through other activities, including hobbies or sports.

I bring strong analytical thinking, attention to detail, and effective communication skills to the role of a ZBA volunteer. I am committed to objectively evaluating requests to ensure they align with local ordinances and the long-term vision of the community. I listen actively and communicate clearly, which helps me engage constructively with developers, residents and fellow board members. I value fairness, ethical decision-making, and collaboration and I am dedicated to building trust and transparency in the decision-making process

Previous Volunteer Experience

Summarize your previous volunteer experience with the City or other organizations.

I served as a volunteer member of the Glenn Heights Community Police Advisory Committee, where I collaborated with city officials, law enforcement, and fellow residents to strengthen community-police relations. My role involved reviewing public safety policies, providing community feedback, and supporting initiatives that promote transparency, accountability, and trust between the police department and the community.

Person to Notify in Case of Emergency

Name	Willia Neugent
Street Address	
City ST ZIP Code	Dallas, Texas 75241
Home Phone	
Work Phone	N/A
E-Mail Address	

Agreement and Signature

By submitting this application, I affirm that I am a resident of the City of Glenn Heights and a qualified voter of the City of Glenn Heights.

Name (printed)	Shaleese Neugent
Signature	<i>Shaleese Neugent</i>
Date	8/2/25

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