



**NOTICE AND AGENDA
CITY COUNCIL
TUESDAY, APRIL 7, 2026, 7:00 P.M.
CITY COUNCIL MEETING**

Notice is hereby given that the City Council of the City of Glenn Heights, Texas will hold a City Council Meeting on Tuesday, April 7, 2026, 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 Public Safety Telecommunicators Week, April 12-18, 2026
- Child Abuse Prevention Month, April 2026
- National Safe Digging Month, April 2026

EVENTS

- Glenn Heights Connect, April 10, 2026, 5:30 P.M. – 7:00 P.M., Heritage Heights and Heritage Lakes, intersection of Waters Edge Drive and Coolwater Drive, Glenn Heights, Texas

- Food Truck Friday, April 17, 2026, 11:00 A.M. – 1:00 P.M., Glenn Heights City Center, 1938 South Hampton Road, Glenn Heights, Texas
- Community Clean-Up, April 18, 2026, 8:00 A.M. – Noon, Glenn Heights Heritage Park, 400 East Bear Creek Road, Glenn Heights, Texas
- Move with the Mayor® 2026 Spring Challenge!

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 March 24, 2026, City Council Meeting. (Brandi Brown, City Secretary)
2. Discussion and take action to approve the Budget Calendar for Fiscal Year 2025-2026. (Sherry Roberts, Finance Director)
3. Preliminary Plat Case PP-001-26: Discussion and take action to approve a Preliminary Plat Request by Debra Cox of JDJR Engineering & Consultants, Inc, on behalf of Bear Creek Elegance Development, LLC for Bear Creek Elegance Addition, an addition to the City of Glenn Heights, Texas, being 39.78 acres, situated Elias R. Parks Survey, Abst. No. 1131, Glenn Heights, Dallas County, Texas. (Bester Munyaradzi, Director of Planning and Development Services)

AGENDA

1. Discussion and presentation on the Close-Up Washington DC Program. (Mayor Pro Tem Travis Bruton)
2. Presentation, and discussion and take action to approve Resolution R-09-26, approving an Interlocal Agreement between Dallas Area Rapid Transit (“DART”) and the City of Glenn Heights, Texas for General Mobility Program Funds; and authorizing the City Manager to execute said agreement and all necessary and related documents. (Clifford Blackwell, City Manager, Nadine Lee, DART CEO, and Randall Bryant, DART Chairman)
3. Conduct a public hearing to receive testimony, and discussion and take action to approve Ordinance O-04-26, amending the Comprehensive Zoning Ordinance and Zoning Map, by granting a change in zoning for property located at 2800 Sunset Strip by amending Ordinance O-21-25 by amending the special conditions for the Special Use Permit granted by Ordinance O-21-25 for the Special Use Permit to allow an ice vending machine/kiosk on a 0.434+/- acre tract of land located at 2800 Sunset Strip. (Bester Munyaradzi, Director of Planning and Development Services)
4. Conduct a public hearing to receive testimony, and discussion and take action to approve Ordinance O-05-26, adopting Standards of Care for the City’s 2026 Summer Youth Programs. (Barrett Albright, Parks and Recreation Superintendent)

5. Discussion and take action to approve Resolution R-10-26, a Resolution of the City Council of the City of Glenn Heights, Texas, adopting the Investment Policy attached hereto as Exhibit "A"; declaring that the City Council has completed its review of the Investment Policy and investment strategies of the City and that Exhibit "A" includes any changes to both the Investment Policy and the investment strategies. (Sherry Roberts, Finance Director)
6. Discussion and take action to approve Resolution R-06-26, a Resolution authorizing an Investment Advisory Services Agreement with Meeder Public Funds, Inc. (Sherry Roberts, Finance Director)
7. Discussion and take action to approve Resolution R-07-26, a Resolution approving the City of Glenn Heights, Texas' participation in the Connect Texas Trust and authorizing the Mayor to execute the agreement on the City's behalf. (Sherry Roberts, Finance Director)
8. Discussion and take action to approve Resolution R-11-26, awarding the bid for the Jenkins Lane Alley Improvements Project, RFB 2026-01, to Don Smith Concrete in the amount not to exceed ONE HUNDRED FIFTY THOUSAND SIX HUNDRED AND FIFTY-SIX DOLLARS AND NO CENTS (\$150,656.00); and authorizing the City Manager to execute such agreement in a form approved by the City Attorney. (Andrew Waits, Director of Public Works)
9. Discussion and take action to approve Resolution R-12-26, a Resolution determining the necessity of acquiring real property for the construction of the East Bear Creek Road Expansion Project, authorizing appropriation of the real property and/or the use of the power of eminent domain to acquire the real property for public use, delegating authority to initiate condemnation proceedings to the City Attorney and City Manager. (Clifford Blackwell, City Manager)
10. Discussion regarding Flock Safety. (Council Member Sherron Mosley)

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 551.071, Consultation with City Attorney; and Section 551.072, Real Property; 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 City Attorney; for the evaluation of legal services regarding the City's legal representation, performance, and possible changes in legal counsel for the City, including discussion of potential new direction in legal services.
2. The City Council shall reconvene into Open Session and take any action arising from Executive Session.

AGENDA

11. Discussion and take action to approve Resolution R-13-26, ratifying the City Council's Appointment of the Law Firm of Nichols | Jackson, as City Attorneys for the City of Glenn Heights, Texas; and authorizing the City Manager to execute a Professional Services Agreement with Nichols | Jackson. (Council Member Tremayne Hobbs)

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 7:00 P.M. on Wednesday, April 1, 2026.

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 Public Safety Telecommunicators Week
April 12-18, 2026**

- WHEREAS,** public safety telecommunicators are the first first-responders who answer emergency and non-emergency calls for police, fire, and emergency medical services, serving as the critical link between the public and life-saving assistance; and
- WHEREAS,** these highly trained professionals demonstrate extraordinary compassion, professionalism, and composure while handling calls involving crime, medical emergencies, fires, natural disasters, and other critical incidents; and
- WHEREAS,** public safety telecommunicators provide calm instruction, accurate information, and essential coordination that allow emergency responders to act quickly and effectively, often making the difference between life and death; and
- WHEREAS,** these dedicated individuals work around the clock, including nights, weekends, and holidays, to ensure the safety and well-being of residents and visitors within the community; and
- WHEREAS,** the City of Glenn Heights is fortunate to be served by dedicated public safety telecommunicators whose professionalism, skill, and commitment ensure timely and effective emergency response for our community; and
- WHEREAS,** Glenn Heights telecommunicators Elissa J. Rios, Dispatch Supervisor, Wesley C. Alford, Communications Officer, and Tiffany Strength, Communications Officer, consistently demonstrate exceptional diligence, compassion, and resilience while managing high-stress situations, multitasking critical communications, and supporting public safety personnel and residents during emergencies and routine calls alike; and
- WHEREAS,** their steadfast service and behind-the-scenes efforts play a vital role in safeguarding lives, protecting property, and maintaining the overall safety and well-being of the Glenn Heights community; and
- WHEREAS,** National Public Safety Telecommunicators Week, established by the Association of Public-Safety Communications Officials (APCO), recognizes and honors the invaluable service, commitment, and sacrifice of telecommunicators nationwide.

NOW, THEREFORE, I, Sonja A. Brown, Mayor of the City of Glenn Heights, Texas, do hereby proclaim that April 12 through April 18, 2026, is designated as **National Public Safety Telecommunicators Week** in the City of Glenn Heights; and

BE IT FURTHER PROCLAIMED, that the City of Glenn Heights encourages all residents to

recognize and express appreciation for the vital role public safety telecommunications play in protecting lives, property, and the overall safety of the community.

IN WITNESS WHEREOF, I have hereunto set my hand this seventh day of April in the year of our Lord two thousand twenty-six.

Sonja A. Brown, Mayor

PROCLAMATION



Office of the Mayor ▪ City of Glenn Heights

Child Abuse Prevention Month April 2026

- WHEREAS,** children are the foundation of a strong and thriving community, and their safety, health, and well-being are essential to the future of the City of Glenn Heights; and
- WHEREAS,** child abuse and neglect remain serious concerns nationwide and locally, affecting children of all ages, races, and socioeconomic backgrounds, often causing lifelong physical, emotional, and psychological harm; and
- WHEREAS,** Child Abuse Prevention Month, observed annually in April, serves as a time to raise awareness, promote prevention efforts, and encourage communities, families, faith-based organizations, and service providers to work together to protect children and strengthen families; and
- WHEREAS,** prevention of child abuse requires a community-wide commitment to supporting parents, caregivers, and children through education, advocacy, compassion, and early intervention; and
- WHEREAS,** the City of Glenn Heights recognizes the importance of collaborative partnerships with community and faith-based organizations dedicated to uplifting children and families; and
- WHEREAS,** the City will coordinate with Harvest Family Life Ministries (Freedom Church) to host a We Care Parade on Saturday, April 25, 2026, beginning at 8:30 a.m. at the Glenn Heights City Center, and proceeding by parade route to Freedom Church; and
- WHEREAS,** during this event, blue Mylar pinwheels will be planted along the frontage of the City's property to symbolize childhood hope, happiness, and the commitment to protecting children; and
- WHEREAS,** following the conclusion of the parade at Freedom Church, Harvest Family Life Ministries will host a panel discussion and present footage highlighting successful stories involving children, further promoting awareness, education, and healing.

NOW, THEREFORE, I, Sonja A. Brown, Mayor of the City of Glenn Heights, Texas, do hereby proclaim April 2026 as **Child Abuse Awareness Month**, and encourage all residents to support efforts that promote the safety, well-being, and positive development of children and families throughout our community.

IN WITNESS WHEREOF, I have hereunto set my hand this seventh day of April in the year of our Lord two thousand twenty-six.

Sonja A. Brown, Mayor

PROCLAMATION



Office of the Mayor ▪ City of Glenn Heights

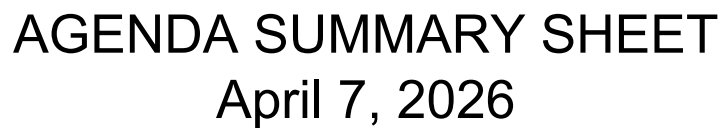
National Safe Digging Month April 2026

- WHEREAS,** underground utility lines for water, sewer, natural gas, electricity, communications, and other essential services are vital to the health, safety, and economic well-being of our community; and
- WHEREAS,** damage to underground utilities can result in serious injury or loss of life, disruption of critical services, environmental harm, and significant financial costs to residents, businesses, and municipalities; and
- WHEREAS,** April is recognized nationally as National Safe Digging Month, serving as an important reminder that failing to locate and mark underground utilities prior to digging is the leading cause of utility damage; and
- WHEREAS,** the simple act of calling 811, the national "Call Before You Dig" number, before starting any digging project—large or small—allows utility operators to mark the approximate location of underground lines, helping to prevent accidents and service outages; and
- WHEREAS,** homeowners, contractors, landscapers, and public works employees all share responsibility for promoting safe excavation practices and protecting underground infrastructure; and
- WHEREAS,** promoting safe digging practices supports public safety, protects property, preserves essential services, and contributes to a safer and more resilient community.

NOW, THEREFORE, I, Sonja A. Brown, Mayor of the City of Glenn Heights, Texas, do hereby proclaim April 2026 as **National Safe Digging Month**, and encourage all residents, businesses, contractors, and municipal employees to call 811 before you dig and to practice safe excavation procedures at all times.

IN WITNESS WHEREOF, I have hereunto set my hand this seventh day of April in the year of our Lord two thousand twenty-six.

Sonja A. Brown, Mayor



CONSENT AGENDA, ITEM 1

Discussion and take action to approve the Meeting Minutes of the March 24, 2026, City Council Meeting. (Brandi Brown, City Secretary)

Motion	
Second	
For	Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, Washington
Against	Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, Washington
Abstain	
Approve/ Deny/ Table	

[illegible]

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

MARCH 24, 2026

STATE OF TEXAS *

COUNTIES OF DALLAS AND ELLIS *

CITY OF GLENN HEIGHTS *

On the 24th day of March 2026, 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
Travis Bruton	*	Mayor Pro Tem
Shaunte Allen	*	Council Member, Place 2
Tramayne Hobbs	*	Council Member, Place 4
Laymon Lightfoot	*	Council Member, Place 5
Nelda Washington	*	Council Member, Place 6

STAFF:

Clifford Blackwell	*	City Manager
Keith Moore	*	Deputy City Manager
Brandi Brown	*	City Secretary
Barrett Albright	*	Parks and Recreation Superintendent
Farrah Allen	*	Municipal Court Administrator
Honore Britton	*	Fire Marshal
Dr. Glynell Horn	*	Chief of Police
Jeff Kent	*	IT Support Specialist
Sherry Roberts	*	Finance Director
Nicholas Williams	*	Fire Chief

CONSULTANT:

Kellie McKee	*	City Attorney's Office

CALL TO ORDER

Mayor Sonja A. Brown called the meeting of the City Council to order at 7:02 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

There were no Public Comments.

PROCLAMATION

Mayor Sonja A. Brown read the following Proclamation:

- National Nutrition Month, March 2026 Mayor

EVENTS

Mayor Sonja A. Brown announced the following Events:

- Community Emergency Response Team (CERT) Information Session, hosted by the Glenn Heights Fire Department, Thursday, March 26, 2026, 7:00 P.M., Glenn Heights Community Center (Banquet Room), 1938-D South Hampton Road, Glenn Heights, Texas – FM H Britton
- Food Truck Friday, March 27, 2026, 11:00 A.M. – 1:00 P.M., Glenn Heights City Center, 1938 South Hampton Road, Glenn Heights, Texas
- Glenn Heights Connect, March 27, 2026, 5:30 P.M., Gateway Estates, corner of Gateway Boulevard and Parkview Trail, Glenn Heights, Texas
- Glenn Heights County Line Cookoff, March 27, 2026, at 7:00 P.M., and March 28, 2026, at 9:00 A.M., Glenn Heights Heritage Park, 400 East Bear Creek Road, Glenn Heights, Texas
- Easter Egg Hunt, April 4, 2026, 10:00 A.M. – 12:00 P.M., Glenn Heights All Abilities Park, 1938 South Hampton Road, Glenn Heights, Texas

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 February 17, 2026, City Council Meeting. (Brandi Brown, City Secretary)
2. Discussion and take action to approve the Meeting Minutes of the February 24, 2026, City Council Meeting. (Brandi Brown, City Secretary)
3. Discussion and take action to approve the Meeting Minutes of the March 3, 2026, City Council Meeting. (Brandi Brown, City Secretary)

Mayor Pro Tem Travis Bruton made a motion to approve Consent Agenda Items 1-3 as written. Council Member Laymon Lightfoot made the second. The motion carried with the following record vote:

VOTE 6 Ayes – Brown, Bruton, Allen, Hobbs, Lightfoot, and Washington

AGENDA

1. Discussion and presentation on the Glenn Heights County Line Cookoff.

Mayor Pro Tem Travis Bruton introduced this item and Clint Woodward, President/CEO, Red Oak Area Chamber, completed a presentation regarding the event. Mr. Woodward answered Council's questions related to age limitations for participants and what being a Judge entails.

2. Public Hearing to receive testimony regarding amending the Annual Budget for the City of Glenn Heights, Texas for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026.

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

Mayor Sonja A. Brown announced that the Public Hearing was opened at 7:24 P.M.

Hearing no testimony, Mayor Sonja A. Brown announced that the Public Hearing was closed at 7:25 P.M.

3. Discussion and take action to approve Ordinance O-03-26, amending the Annual Budget for the City of Glenn Heights, Texas for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026.

Mayor Pro Tem Travis Bruton made a motion to approve Agenda Item 3 as written. Council Member Laymon Lightfoot made the second. The motion carried with the following record vote:

VOTE 6 Ayes – Brown, Bruton, Allen, Hobbs, Lightfoot, and Washington

4. Discussion and take action to approve Resolution R-06-26, a Resolution authorizing an Investment Advisory Services Agreement with Meeder Public Funds, Inc.

Sherry Roberts, Finance Director, introduced this item, and Phillip Jones, Director, Advisory Services, discussed the specifics of the partnership. Mrs. Roberts answered Council's questions related to entering into an agreement prior to approval of the final Investment Policy.

After receiving a consensus from Council to table Agenda Item 4, Mayor Sonja A. Brown made a motion to table this item to the April 7, 2026, City Council Meeting. Council Member Shaunte Allen made the second. The motion carried with the following record vote:

VOTE 6 Ayes – Brown, Bruton, Allen, Hobbs, Lightfoot, and Washington

5. Discussion and take action to approve Resolution R-07-26, a Resolution approving the City of Glenn Heights, Texas' participation in the Connect Texas Trust and authorizing the Mayor to execute the agreement on the City's behalf.

Sherry Roberts, Finance Director, introduced this item. Phillip Jones, Director, Advisory Services, answered Council's questions related to the difference between Meeder and Texas Connect, the type of fund Texas Connect is, and the types of funds that Meeder manages.

Mayor Sonja A. Brown made a motion to table this item to the April 7, 2026, City Council Meeting. Council Member Shaunte Allen made the second. The motion carried with the following record vote:

VOTE 6 Ayes – Brown, Bruton, Allen, Hobbs, Lightfoot, and Washington

6. Discussion and take action acknowledging receipt of the Fiscal Year 2024-2025 Annual Comprehensive Financial Report (ACFR) and Audit Results Presentation.

Sherry Roberts, Finance Director, introduced this item and Tung Pham, CPA, Vail & Park, completed a presentation regarding this item. Mr. Pham answered Council's questions related to Utility Billing clean-up/ reconciliation and the biggest opportunities for improvement,

Council Member Laymon Lightfoot made a motion to approve Agenda Item 6 as written. Council Member Shaunte Allen made the second. The motion carried with the following record vote:

VOTE 6 Ayes – Brown, Bruton, Allen, Hobbs, Lightfoot, and Washington

7. Discussion and presentation of the February 2026 Financial Reports.

Sherry Roberts, Finance Director, introduced this item and answered Council's questions related to the City Council Budget.

8. Discussion and take action to approve Resolution R-08-26, affirming its commitment to effective communication, active participation in the community, professional conduct, and collaborative governance.

Council Member Shaunte Allen introduced this item. Feedback included possibly adding language related to social media and guidelines provided at the National League of Cities Conference.

Mayor Sonja A. Brown made a motion to table this item to the April 7, 2026, City Council Meeting. Council Member Laymon Lightfoot made the second.

Prior to voting, discussion continued regarding social media guidelines, why this Resolution was written, moving forward with approval at the current Council meeting, moving forward and possibly amending later, creating a separate Resolution surrounding guidelines provided at the National League of Cities Conference.

Council Member Nelda Washington made a motion to approve Agenda Item 8 as written. Council Member Shaunte Allen made the second.

Prior to voting, Attorney Kellie McKee reminded the Council that there was a prior motion on the table that needed to be addressed.

Due to a Council Member request to review the Resolution, Mayor Sonja A. Brown made a friendly amendment to her motion to move this Agenda Item to the end of the Agenda. Council Member Nelda Washington made the second. The motion carried with the following record vote:

VOTE 6 Ayes – Brown, Bruton, Allen, Hobbs, Lightfoot, and Washington

9. Discussion and presentation on the Silver Sneakers program.

Mayor Pro Tem Travis Bruton introduces this item and Barrett Albright, Parks & Recreation Superintendent completed a presentation. Mr. Albright answered Council's questions related to Tivia Health and their programs, cost for

partnership, the creation of our own system, offering additional Senior Programming, estimate of the number of Seniors in the community, and marketing.

10. Discussion and take action authorizing the City Manager to execute a Letter of Intent for the purchase of a Spartan S-180 Model 3106 Pumper on a Metro Star Chassis and equipment as specified in proposal from Josh Slovak on August 13, 2025.

Nicholas Williams, Fire Chief, introduced this item and completed a presentation. Chief Williams answered Council's questions related to how long the builder will hold the Engine for the City, frontline and reserve standards, and how much the City would be saving if the purchase was made now versus later.

Due to a Council Member request to review the documentation related to this item, Mayor Sonja A. Brown made a motion to move this Agenda Item to the end of the Agenda.

Prior to a second being made, Clifford Blackwell, City Manager, answered Council's questions related to implementing a system in which all Public Safety vehicles and apparatus would be evaluated, and Chief Williams answered questions related to delaying the purchase.

Council Member Shaunte Allen made the second. The motion carried with the following record vote:

VOTE 6 Ayes – Brown, Bruton, Allen, Hobbs, Lightfoot, and Washington

11. Discussion and presentation of the Glenn Heights Police Department Annual Contact Report.

Dr. Glynell Horn, Chief of Police, introduced this item and completed a presentation. Chief Horn answered Council's questions related to how presentation information was obtained and if a City street breakdown can be provided.

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 551.071, Consultation with City Attorney; and Section 551.072, Real Property; 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 City Attorney; for the evaluation of legal services regarding the City's legal representation, performance, and possible changes in legal counsel for the City, including discussion of potential new direction in legal services.
 - D. pursuant to the Texas Government Code, Section 551.074, Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Manager, including

the deliberation of proposed performance goals.

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

Mayor Sonja A. Brown announced that the Council would go into Executive Session at 8:56 P.M.

Mayor Sonja A. Brown announced that the Council would reconvene into Open Session at 9:52 P.M. and made a motion to extend the Council Meeting to 11:00 P.M. Council Member Laymon Lightfoot made the second. The motion carried with the following record vote:

VOTE 6 Ayes – Brown, Bruton, Allen, Hobbs, Lightfoot, and Washington

Mayor Sonja A. Brown announced that the Council would go back into Executive Session at 9:53 P.M.

Mayor Sonja A. Brown announced that the Council would reconvene into Open Session at 10:16 P.M. and that Agenda Item 12 had been withdrawn.

AGENDA

12. Discussion and take action to approve City Council performance goals for the City Manager to be achieved by August 15, 2026, as part of the upcoming evaluation cycle. (Mayor Sonja A. Brown)
8. Discussion and take action to approve Resolution R-08-26, affirming its commitment to effective communication, active participation in the community, professional conduct, and collaborative governance.

Council Member Laymon Lightfoot made a motion to approve Agenda Item 8 as written. Council Member Tramayne Hobbs made the second. The motion carried with the following record vote:

VOTE 6 Ayes – Brown, Bruton, Allen, Hobbs, Lightfoot, and Washington

10. Discussion and take action authorizing the City Manager to execute a Letter of Intent for the purchase of a Spartan S-180 Model 3106 Pumper on a Metro Star Chassis and equipment as specified in proposal from Josh Slovak on August 13, 2025.

Council Member Shaunte Allen made a motion to approve Agenda Item 10 as written. Council Member Laymon Lightfoot made the second. The motion carried with the following record vote:

VOTE 5 Ayes – Brown, Allen, Hobbs, Lightfoot, and Washington
1 Nay – Bruton

ADJOURNMENT

Mayor Sonja A. Brown adjourned the meeting at 10:19 P.M.

Sonja A. Brown, Mayor

Attest:

Brandi Brown, City Secretary
Passed and approved on the 7th day of April 2026

AGENDA SUMMARY SHEET

April 7, 2026

CONSENT AGENDA, ITEM 2

Discussion and take action to approve the Budget Calendar for Fiscal Year 2025-2026. (Sherry Roberts, Finance Director)

Motion	
Second	
For	Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, Washington
Against	Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, Washington
Abstain	
Approve/ Deny/ Table	

[illegible]



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: April 7, 2026

SUBJECT

Acknowledge receipt of the FY 2026-2027 Budget/Tax Rate Adoption Calendar.

DISCUSSION / BACKGROUND

City of Glenn Heights Charter, Article 5, Section 5.02, Powers and Duties of the City Manager, (b) Serve as Budget Officer for the City, prepare and submit to the Council an annual budget, and be responsible for its administration after adoption, and Article 7, Section 7.02, Preparation and Submission of Budget, tasks the City Manager's Office with ensuring that the City's budget is prepared and submitted prior to August 1 of each year.

The City Council is provided with this proposed calendar indicating key milestones in the approval process for the FY 2026-2027 Budget and Tax Rate. It is required by the Dallas County Tax Office that the City have a calendar implemented to document the schedule of milestones associated with the FY 2026-2027 Budget Process.

Development of a calendar allows staff and the City Council the opportunity to ensure proper timing of presentation components and adherence to public notification requirements as it relates to the upcoming budget process.

Sound management of the City's budget facilitates the City's provision of services.

PRIOR COUNCIL OR BOARD ACTION

Not applicable.

PUBLIC CONTACT

There is no public contact related to approving the proposed Budget Calendar.

FINANCIAL IMPACT

Not applicable.

RECOMMENDATION / ALTERNATIVES

It is recommended that City Council approve the proposed Budget Calendar for FY 2026-2027. Dates are subject to change at Council's request.

ATTACHMENTS

1. Fiscal Year 2026-2027 Budget Calendar

PREPARED BY

Sherry Roberts, Finance Director

REVIEWED BY

Brandi Brown, City Secretary

CITY OF GLENN HEIGHTS
FY 26/27 BUDGET AND TAX RATE
PLANNING CALENDAR

Day	Date	Description
Tuesday	March 31, 2026	Budget calendar review with City Manager
Friday	April 3, 2026	Distribute budget calendar to departments
Tuesday	April 7, 2026	City Council approves FY 25/26 budget calendar
Friday	May 15, 2026	Budget proposals due in OpenGov by all departments
Tues-Fri	May 26-29, 2026	Deputy CM and CM review budget summary
Mon-Fri	June 8-12, 2026	City Manager meets with department heads to discuss proposals
Monday	June 22, 2026	Final revised budget proposals due
Tuesday	July 7, 2026	Regular Meeting
Mon-Fri	July 6-10, 2026	Reserved for meetings between City Manager and dept heads
Mon-Fri	July 13-17, 2026	Review preliminary budget totals
Tuesday	July 21, 2026	Regular Meeting - Budget Work Session, City Hall 6:00 pm.
Friday	July 24, 2026	Chief Appraisers Certify Appraisal Rolls
Friday	July 24, 2026	Tax Assessors Calculate Tax Rates for the 2026 Tax Year
Friday	July 31, 2026	Final day per City Charter to submit Proposed Budget
Friday	July 31, 2026	File Proposed Budget with Municipal Clerk, post on Web-Site.
Tuesday	August 4, 2026	Regular Meeting- Submit NNR & VVAR Rate Calculations & Certified Values to City Council and Post on HOMEPAGE of our website. Vote on Tax Rate consideration & set Public Hearing Dates.
Saturday	August 8, 2026	Special Council Meeting - Formal presentation of the City Manager's Proposed FY 26-27 Budget
Monday	August 17, 2026	Send "Notice of Public Hearing on Tax Increase" & "Notice of Budget Hearing" to Ellis County Press
Thursday	August 20, 2026	Publish "Notice of Public Hearing on Tax Increase" (at least 5 days before hearing). Also publish on internet (7 days before hearing). Publish "Notice of Budget Hearing" (10-30 days before hearing)
Tuesday	September 1, 2026	REGULAR MEETING: (1) PUBLIC HEARINGS for tax rate & FY 27 Amended Budget. (2) 1st Reading of both the tax rate and budget ordinances. (3) Announce when the vote will take place.
Tuesday	September 8, 2026	Special Council Meeting - Approve & Adopt: (1) 2nd reading of Amended FY 27 Budget Ordinance (2) Approve FY 27 Amended Budget (3) Ratify 2026 Tax Rate
Wednesday	September 9, 2026	File Approved Budget with Municipal Clerk

**Dates and times are subject to change.*

AGENDA SUMMARY SHEET

April 7, 2026

CONSENT AGENDA, ITEM 3

Preliminary Plat Case PP-001-26: Discussion and take action to approve a Preliminary Plat Request by Debra Cox of JDJR Engineering & Consultants, Inc, on behalf of Bear Creek Elegance Development, LLC for Bear Creek Elegance Addition, an addition to the City of Glenn Heights, Texas, being 39.78 acres, situated Elias R. Parks Survey, Abst. No. 1131, Glenn Heights, Dallas County, Texas. (Bester Munyaradzi, Director of Planning and Development Services)

Motion	
Second	
For	Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, Washington
Against	Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, Washington
Abstain	
Approve/ Deny/ Table	

[illegible]



CITY OF GLENN HEIGHTS

CITY COUNCIL REPORT

Date: April 7, 2026

SUBJECT

Discussion and take action to approve a Preliminary Plat Request by Debra Cox of JDJR Engineering & Consultants, Inc, on behalf of Bear Creek Elegance Development, LLC for Bear Creek Elegance Addition, an addition to the City of Glenn Heights, Texas, being 39.78 acres, situated Elias R. Parks Survey, Abst. No. 1131, Glenn Heights, Dallas County, Texas.

DISCUSSION / BACKGROUND

Background

- a. Location and Size: The proposed Bear Creek Elegance subdivision is located on the South side of W. Bear Creek Road and between W. Westmoreland Road and Cockrell Hill Road. The property is approximately 39.78 acres in size.
- b. Current Zoning: The subject property is currently zoned Planned Development-SF-3 (PD-25).
- c. Adjacent Properties:
North: Planned Development-SF-3 (PD-17) and Single Family-1 (SF-1)
South: City of Cedar Hill
East: Single Family-1 (SF-1) and Planned Development-SF-3 (PD-24)
West: Single Family-1 (SF-1)
- d. Comprehensive Plan: The Future Land Use Plan of the Comprehensive Plan identifies this site as Multi-Family High Density and Regional Commercial.
- e. Case History:

The Planned Development for Bear Creek Elegance was approved by the City Council on November 11, 2020.

Operational Considerations:

This is a request for a recommendation to the City Council of a preliminary plat proposing the creation of seventy-one (71) single-family residential lots and five (5) open space lots, along with the associated rights-of-way (ROW). The subject property has frontage along W. Bear Creek Road and includes a thirty-foot (30') right-of-way dedication along this roadway. The proposed preliminary plat has been reviewed and is in compliance with the City's subdivision regulations.

PRIOR COUNCIL OR BOARD ACTION

Not applicable.

PUBLIC CONTACT

The item is being considered at a Regular Meeting of the Planning and Zoning Commission noticed in accordance with the Texas Open Meeting Act.

FINANCIAL IMPACT

Not applicable.

RECOMMENDATION / ALTERNATIVES

The Preliminary Plat meets all subdivision requirements and Staff recommends that the City Council approve the Preliminary Plat as presented.

ATTACHMENTS

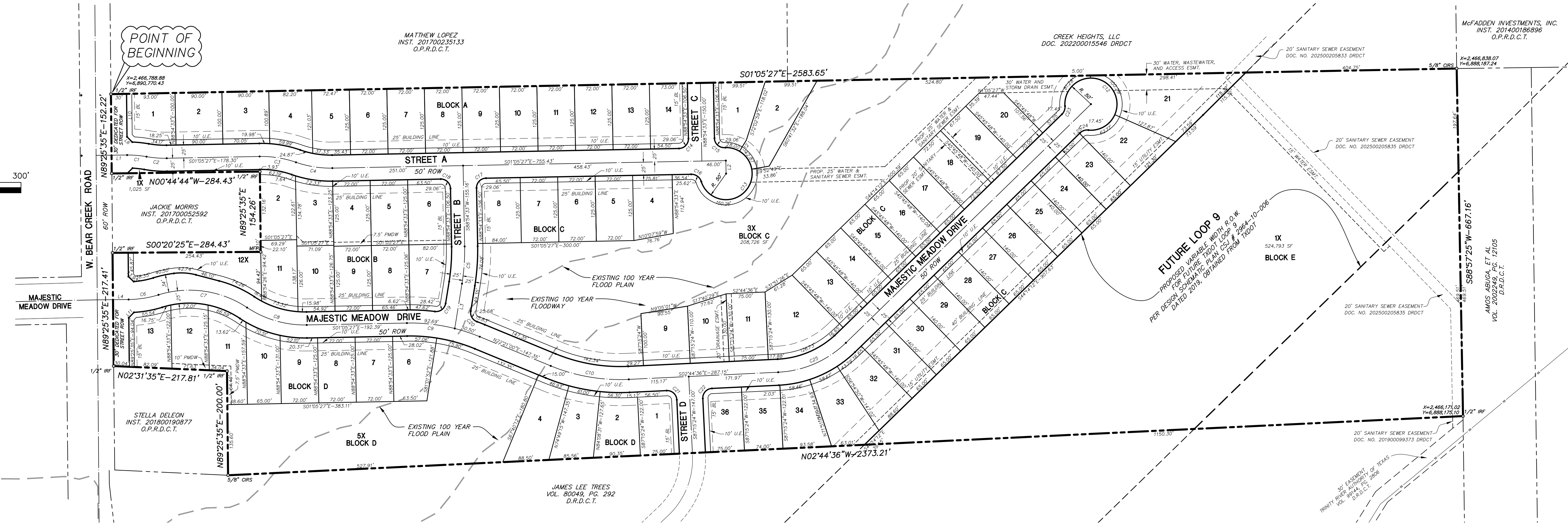
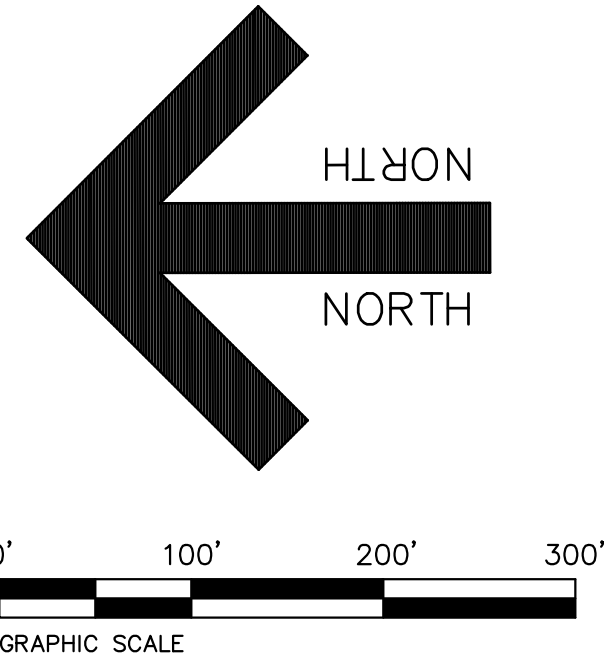
1. Preliminary Plat
2. Ordinance O-11-20

PREPARED BY

Bester Munyaradzi, Director of Planning and Development Services

REVIEWED BY

Brandi Brown, City Secretary



OWNER'S CERTIFICATE

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

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

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

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

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

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

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

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

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

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

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

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

WAIVER OF CLAIMS FOR DAMAGES

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

COMMON AREAS

All Common Area Tracts will be owned and maintained by the Homeowners Association.

PLANNED DEVELOPMENT

Said plat shall be subject to all requirements established by the Ordinance No. Q-11-20.

OWNER'S DEDICATION

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That BEAR CREEK ELEGANCE DEVELOPMENT, LLC, acting by and through its duly authorized agent, does hereby adopt this plat, designating the herein described property as BEAR CREEK ELEGANCE ADDITION, an addition to the City of Glenn Heights, Dallas County, Texas, and do hereby dedicate, in fee simple, to the public use forever any streets and, alleys shown thereon. The easements shown thereon are hereby reserved for the purposes indicated. The utility and fire lane easements shall be open to the public, fire and police units, garbage and rubbish collection agencies, and all public and private utilities for each particular use. The maintenance of paving on the utility and fire lane easements is the responsibility of the property owner. No buildings, fences, shrubs, or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the easements as shown. Said easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use same. All, and any public utility shall have the right to remove and keep removed all or parts of any building, fences, trees, shrubs, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance or efficiency of its respective system on the easements, and all public utilities shall at all times have the full right of ingress and egress to or from the said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. (Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance or service required or ordinarily performed by that utility). Water main and wastewater easements shall also include additional area of working space for construction and maintenance of the systems. Additional easement area is also conveyed for installation and maintenance of manholes, cleanouts, fire hydrants, water services and wastewater services from the main to the curb or pavement line, and description of such additional easements herein granted shall be determined by their location as installed. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Glenn Heights.

WITNESS, my hand at Dallas, Texas, this the ____ day of _____, 2026.

By:

Mohammed Tariq
Manager

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Mohammed Tariq, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Bear Creek Elegance development, LLC, and that he/she executed the same for the purpose and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 2026.

Notary public in and for the State of Texas

My Commission Expires _____

SURVEYOR'S STATEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Kerry M. Hoefner, do hereby certify that I prepared this Plat from an actual and accurate survey of the land and that the corner monuments shown thereon shall be properly placed, under my personal supervision, in accordance with the Development Code regulations of the City of Glenn Heights, Texas. Dated this ____ day of _____, 2026.

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

Kerry M. Hoefner
Registered Professional Land Surveyor
Texas Registration # 4562
2713 Contrell Street
Irving, Texas 75062
(972) 490-7090

LOT TABLE			
BLOCK	RESIDENTIAL LOTS	OPEN SPACE LOTS	TOTAL LOTS
A	1-14	NONE	14
B	2-11	1X AND 12X	12
C	1, 2, 4-36	3X	36
D	1-4, 6-13	5X	13
E	NONE	1X	13
TOTAL	71	5	76

CURVE TABLE				
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING
C1	37.25'	200.00'	10°40'17"	N4°45'43"E
C2	39.06'	200.00'	11°11'19"	N4°30'12"E
C3	71.08'	200.00'	20°21'51"	N9°05'28"E
C4	71.08'	200.00'	20°21'51"	N9°05'28"E
C5	71.61'	400.00'	10°15'26"	N85°57'45"W
C6	58.26'	200.00'	16°41'24"	S8°55'07"E
C7	177.55'	200.00'	50°51'51"	N8°10'06"E
C8	121.10'	200.00'	34°41'29"	N16°15'17"E
C9	92.69'	350.00'	15°10'27"	N6°29'46"E
C10	153.29'	350.00'	25°05'36"	N9°48'12"E
C12	244.34'	50.00'	279°59'23"	N45°45'48"E
C13	221.13'	50.00'	253°23'55"	S54°23'31"E

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N0°34'25"W	60.00'
L2	S88°54'33"W	25.00'
L3	N80°50'02"W	87.21'
L4	S0°34'25"E	60.00'

LINE TABLE		
LINE #	BEARING	DISTANCE
L6	S45°03'47"W	14.30'
L10	S89°25'35"W	82.41'
L11	S46°12'37"E	14.30'
L12	S58°33'10"E	25.00'

CURVE TABLE				
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING
C14	29.06'	18.50'	90°00'00"	S46°05'27"E
C15	29.06'	18.50'	90°00'00"	S43°54'33"W
C16	25.62'	20.00'	73°23'54"	N35°36'30"E
C17	29.06'	18.50'	90°00'00"	N46°05'27"W
C18	29.06'	18.50'	90°00'00"	N43°54'33"E
C19	28.42'	18.50'	88°02'02"	S36°49'01"E
C20	25.58'	18.50'	79°14'05"	S59°32'56"W
C21	29.06'	18.50'	90°00'00"	S42°15'24"W
C22	29.06'	18.50'	90°00'00"	S47°44'36"E
C23	17.45'	20.00'	49°59'41"	N69°14'03"W
C24	17.45'	20.00'	49°59'41"	S19°14'21"E
C25	144.84'	200.00'	41°29'36"	S23°29'24"E

CITY APPROVAL CERTIFICATE

I hereby certify that the above and forgoing plat of Bear Creek Plaza Addition to the City of Glenn Heights was approved this ____ day of _____, 2026, by the Planning and Zoning Commission of the City of Glenn Heights, Texas.

Chairman

I hereby certify that the above and forgoing plat of Bear Creek Plaza Addition to the City of Glenn Heights was approved this ____ day of _____, 2026, by the City Council of the City of Glenn Heights, Texas.

Mayor

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this date personally appeared _____ known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledge to me that they executed the same for the purposes and considerations therein expressed and in the capacity herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of _____, 2026.

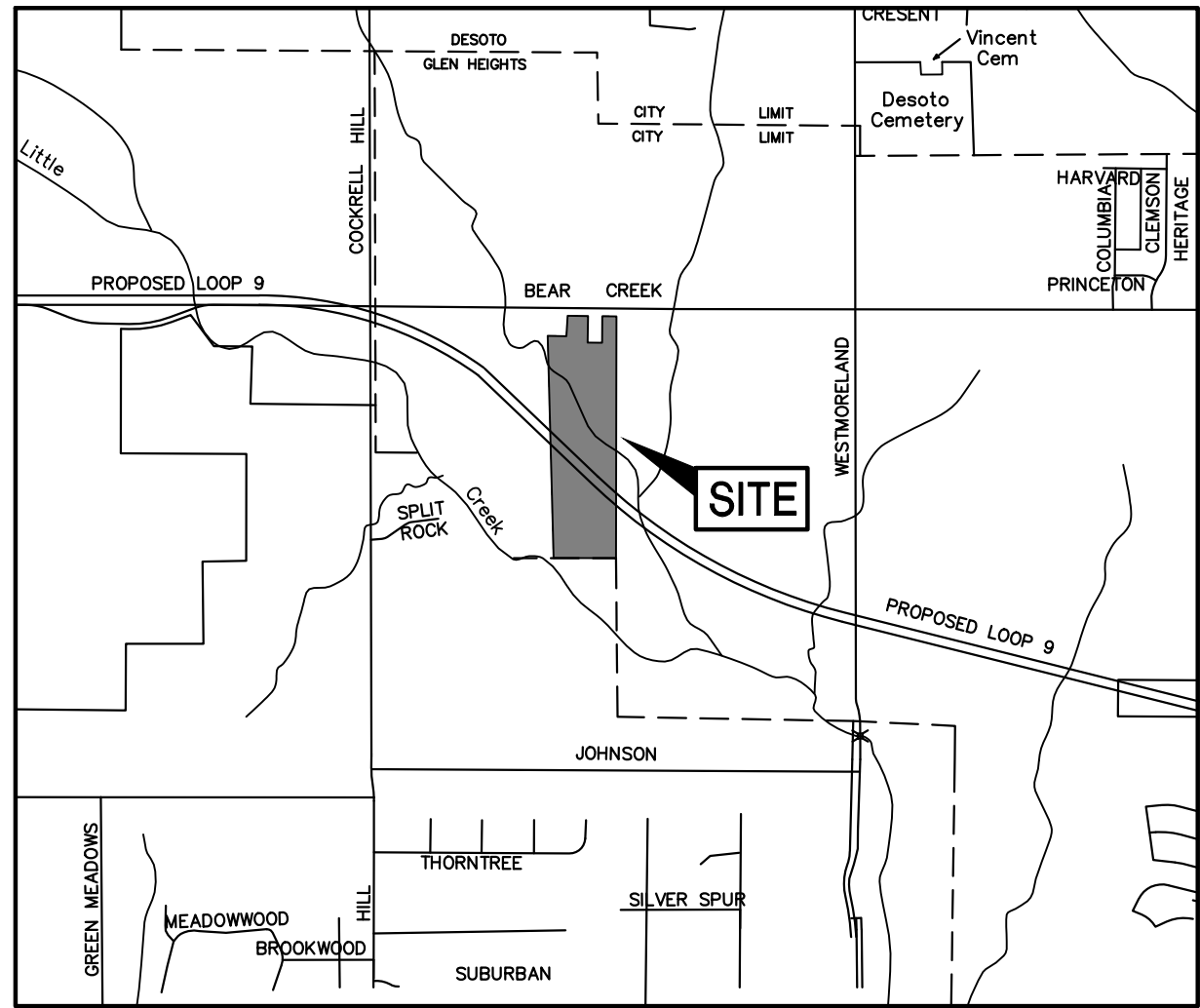
Notary Public in and for the State of Texas
My Commission expires: _____

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this date personally appeared _____ known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledge to me that they executed the same for the purposes and considerations therein expressed and in the capacity herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of _____, 2026.

Notary Public in and for the State of Texas
My Commission expires: _____



LOCATION MAP

1" = 2000'

PRELIMINARY PLAT
BEAR CREEK ELEGANCE
ADDITION

BEING A 39.7835 ACRES
LOCATED IN THE ELIAS R. PARKS SURVEY, ABSTRACT NO. 1131
AN ADDITION TO THE CITY OF GLENN HEIGHTS, DALLAS COUNTY, TEXAS
71 LOTS & 5 OPEN SPACE LOTS
MARCH 2026

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

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

DATE: 3-16-26 DRAWN BY: SAS SHEET NO.
SCALE: 1" = 100' CHECKED BY: JDJR 1 of 1

DEVELOPER:
BEAR CREEK ELEGANCE DEVELOPMENT, LLC
4224 SUMMITWAY DRIVE
IRVING, TEXAS 75038
TEL: 468-688-1405
CONTACT: MOHAMMED TARIQ
EMAIL: bearcreekdevelopment@gmail.com

ORDINANCE O-11-20

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

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

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

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

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

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

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

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

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

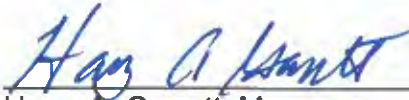
SECTION 6. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided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

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

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

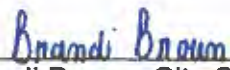
DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
GLENN HEIGHTS, TEXAS ON THIS THE 10TH DAY OF NOVEMBER 2020.

APPROVED:



Harry A. Garrett, Mayor

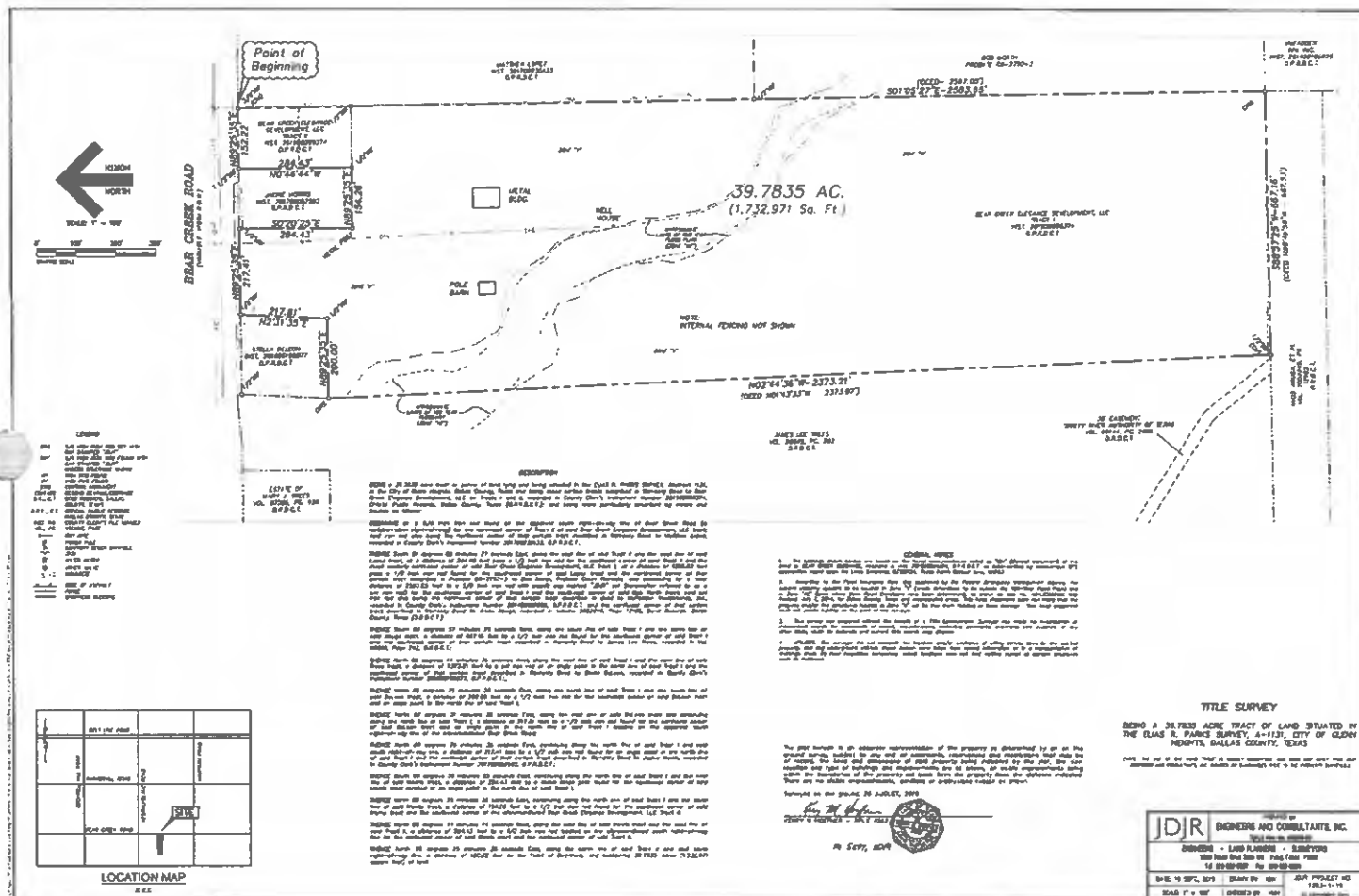
ATTEST:



Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney



DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

CONDITIONS FOR PLANNED DEVELOPMENT BEAR CREEK ELEGANCE 39.820 ACRES FOR PD-SINGLE FAMILY (PD-25/SF-3).

I. GENERAL CONDITIONS:

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

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

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

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



II. SPECIAL CONDITIONS:

- A. Maximum number of residential lots not to exceed 70 lots.
- B. Lots which back or side onto park land shall provide a decorative metal fence of uniform design to be installed by the homebuilder. Maximum height of decorative metal fence shall be 8 feet.
- C. All common areas along the creek to preserve as many trees as reasonable to provide a natural area. Trees to be removed only as necessary to construct/install all open space amenities.
- D. Common area Lot 17X, Block A, to include a 6 foot wide concrete trail the entire length of the creek, a minimum of 5 benches, 2 gazebos, and playground equipment for ages 2 to 12.
 - 1. Scope and finish of the gazebos should be consistent with community guidelines established in the PD.
 - 2. All improvements shall be maintained by the Home Owners Association.
 - 3. Events, hours and rules shall be defined by the Home Owners Association.
- E. Common area Lot 32X, Block C, to include a 6 foot wide concrete trail the entire length of the creek/lot, a minimum of 2 sitting area with benches.
- F. Developer commits to \$171,500 for the costs including installation of the concrete trails, benches, gazebos, playground equipment and playground area amenities.
- G. A eight (8) foot tall vinyl fence shall be installed along the east side of the development adjacent to the Lopez property (approximately 1,269 linear feet).
- H. Lots 13, 14, 15, and 16 Block A shall have one story residences. No two story residences will be allowed on these lots.
- I. Prior to construction of this development or any phase thereof, the developer must submit a traffic impact analysis to the City for approval.

III. MAINTENANCE OF THE PARK/COMMON AREA

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

IV. MAINTENANCE OF THE RESERVE LOTS

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

V. DESIGN CONDITIONS:

- A. Land Design Standards – New Residential Requirements



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

1. Example of Potential Park Equipment

- a) Final Park Layout/Equipment to be agreed upon between City and Developer before final approval of the subdivision plat for the development. The playground equipment shall be designed to accommodate children of ages 2 thru 12. The playground equipment will be similar to the examples below. The brand and configuration of the equipment may vary from what is shown.



B. Street and Sidewalk Standards – New Residential Requirements

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

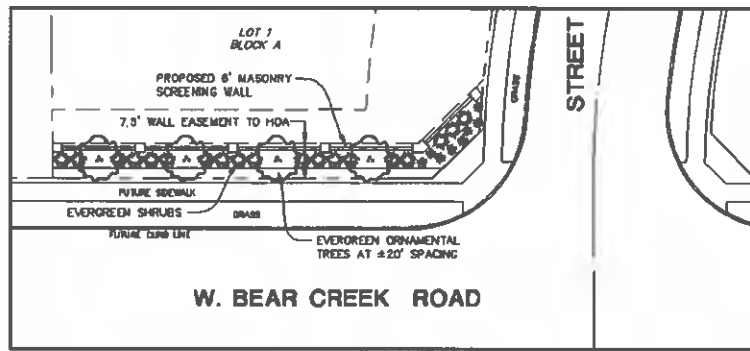
1. Street Treatments – Entry Feature and Signage at Entries

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

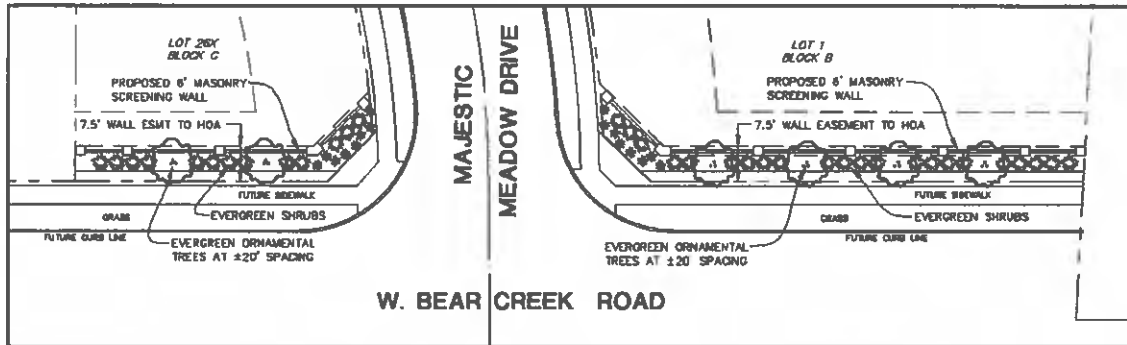
a. Desirable Design Attributes

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





LANDSCAPE DETAIL BEAR CREEK ROAD AT STREET B STREET



LANDSCAPE DETAIL BEAR CREEK ROAD AT MAJESTIC MEADOW DRIVE

2. Street Treatments – Street Name Signs

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

3. Pedestrian Sidewalks – Sidewalk Locations

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

C. Architectural Standards – New Residential Requirements

1. Building Bulk and Articulation

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

2. Exterior Facades – Porch

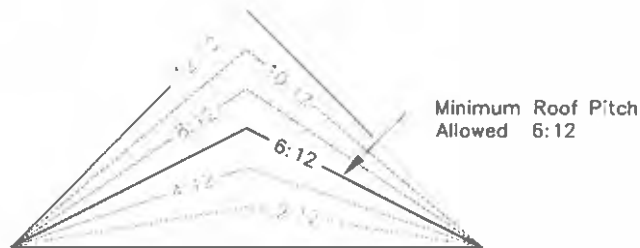
Each single-family residential unit shall have a combined total covered front, side or rear entry of a minimum of 120 total square feet of floor area.

3. Exterior facades – Chimneys

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

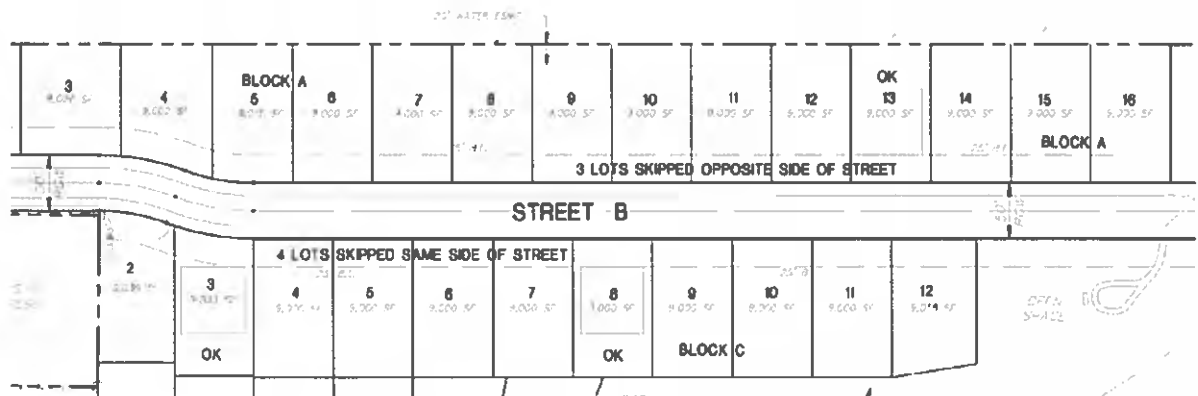
4. Roofs and Roofing – Roof Pitch

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



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

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



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



6. Garage Entry

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



Typical Elevation – Traditional Front Entry



Typical Elevation – J-Swing Front Entry

7. Dwelling Size

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

8. Fencing and Screening

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

9. Residential Landscaping

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

10. Conservation/Sustainability

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





SITE DATA

GROSS SITE AREA	1,173,609 SF (26.888 ACRES)
W. BEAR CREEK RD. R.O.W. DEDICATION	12,794 SF (0.292 ACRES)
NET SITE AREA	1,160,815 SF (26.706 ACRES)
TOTAL NUMBER OF LOTS	70 LOTS
DENSITY (LOTS PER NET ACRE)	2.62 LOTS/ACRE
TOTAL OPEN SPACE	260,224 SF (6.43 ACRES) = 24.1%
OPEN SPACE (OUTSIDE FLOOD PLAIN)	131,289 SF (3.01 ACRES) = 11.3%
USABLE OPEN SPACE	86,090 SF (2.25 ACRES) = 8.4%

DEVELOPMENT STANDARDS

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

MINIMUM LOT AREA: 8,000 SF
 MINIMUM LOT DEPTH: 65 FT
 MINIMUM LOT DEPTH: 120 FT
 (100 FT FOR LOT 1-4 & 18, BLOCK A
 AND LOT 5, 12-14 & 48, BLOCK C)
 MINIMUM FRONT YARD: 35 FT
 MINIMUM SIDE YARD: 5 FT (VIEWER)
 15 FT (ADJACENT TO STREET)
 MINIMUM REAR YARD: 20 FT
 (40 FT ADJACENT TO FUTURE LOOP 9)
 MINIMUM FLOOR AREA PER BUILDING UNIT: 2,000 SF
 MINIMUM AVERAGE LOT AREA: 8,500 SF

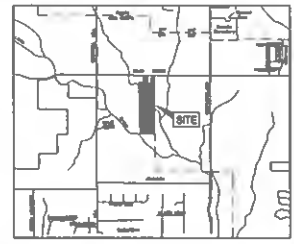
WOOD FENCE SCREENING WILL BE CONSTRUCTED AT THE TIME OF LOT DEVELOPMENT ALONG THE EAST, WEST AND SOUTH SIDE OF THE ADDITION, EXCEPT FOR OPEN-SPACE/FLOOD PLAIN AND ALONG THE EAST SIDE ADJACENT TO THE LOT'S PROPERTY. AN 8 FT. TALL SOLID WHITE FENCE WILL BE INSTALLED ADJACENT TO THE LOT'S PROPERTY.

LOT 12, 14, 15, & 16, BLOCK A SHALL BE ONE STORY RESIDENCES. TWO STORY STRUCTURES WILL NOT BE ALLOWED ON THESE LOTS.

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

SF-1 LOTS (BLOCKS D)

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



SHADED AREA INDICATES OPEN SPACE AREAS

REVISIONS

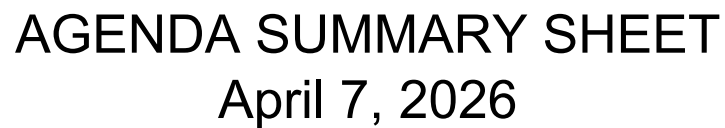
NO.	DATE	DESCRIPTION
1	01/15/2019	PRELIMINARY
2	02/15/2019	REVISED
3	03/15/2019	REVISED
4	04/15/2019	REVISED
5	05/15/2019	REVISED
6	06/15/2019	REVISED
7	07/15/2019	REVISED
8	08/15/2019	REVISED
9	09/15/2019	REVISED
10	10/15/2019	REVISED
11	11/15/2019	REVISED
12	12/15/2019	REVISED

DEVELOPER:
 BEAR CREEK ELEGANCE DEVELOPMENT, LLC
 4224 SUMAYYAH DRIVE
 IRVING, TEXAS 75038
 TEL: 936-519-9644
 CONTACT: MOHAMMED TARIQ
 EMAIL: mohammed2022@yahoo.com

CONCEPT PLAN FOR SF-1 AND SF-3
BEAR CREEK ELEGANCE
 98,594 SQUARE FEET
 GLENN HEIGHTS, TEXAS

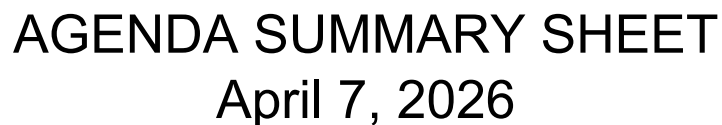
JDJR ENGINEERS & CONSULTANTS, INC.
 2010 Texas State Highway 100, Suite 1000
 Dallas, Texas 75201
 Tel: 972-440-0000 Fax: 972-440-0000

DATE: 12/15/2019 DRAWN BY: SJS
 SCALE: 1" = 100' SHEET NO.: 05A
 TOTAL SHEETS: 1



Discussion and presentation on the Close-Up Washington DC Program. (Mayor Pro Tem Travis Bruton)

[illegible]



Presentation, and discussion and take action to approve Resolution R-09-26, approving an Interlocal Agreement between Dallas Area Rapid Transit (“DART”) and the City of Glenn Heights, Texas for General Mobility Program Funds; and authorizing the City Manager to execute said agreement and all necessary and related documents. (Clifford Blackwell, City Manager, Nadine Lee, DART CEO, and Randall Bryant, DART Chairman)

[illegible]



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

February 24, 2026

Mr. Clifford Blackwell
City Manager
City of Glenn Heights
1938 S. Hampton Road
Glenn Heights, TX 75154

Via Email: Clifford.blackwell@glennheightstx.gov

Subject: General Mobility Program Interlocal Agreement with DART Service Area Cities

Dear Mr. Blackwell:

On February 20, 2026, the Dallas Area Rapid Transit (DART) Board of Directors approved Resolution No. 260023 for a Strategic Funding Solution and an Interlocal Agreement (ILA) with DART Service Area Cities for a General Mobility Program (GMP). Enclosed is the ILA for Glenn Heights which includes information about your city's obligations, project eligibility, and terms for accepting the funds. Per the recent DART Board action, the prior ILA under Board Resolution No. 250114, which was available to only certain cities, was rescinded.

Please review for clerical accuracy, particularly in Section 10.1 Notices. Per Section 1.7, the Effective Date for this ILA to be executed by both parties must not be later than April 30, 2026.

We look forward to partnering with you to advance mobility in your city. If you have any questions, please contact me by email at nlee@dart.org or Jamie Adelman, Chief Financial Officer, at jadelman@DART.org.

Sincerely,

Nadine S. Lee
President & Chief Executive Officer

Enclosure

c: Sherry Roberts, City of Glenn Heights, Finance Director
Gene Gamez, DART, General Counsel
Jamie Adelman, DART, Executive Vice President/Chief Financial Officer
Jeamy Molina, DART, Executive Vice President/Chief Communications Officer
Kay Shelton, DART, Chief of Staff

**CITY OF GLENN HEIGHTS, TEXAS
RESOLUTION NO. R-09-26**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING AN INTERLOCAL AGREEMENT BETWEEN DALLAS AREA RAPID TRANSIT (“DART”) AND THE CITY OF GLENN HEIGHTS, TEXAS FOR GENERAL MOBILITY PROGRAM FUNDS; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT AND ALL NECESSARY AND RELATED DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, DART has established a six-year General Mobility Program for allocation and distribution of general mobility funds to eligible DART Service Area cities, including the City of Glenn Heights, Texas as more fully set forth in the Interlocal Agreement attached hereto and incorporated herein by this reference as Exhibit “A “; and

WHEREAS, DART and the City of Glenn Heights, Texas are authorized to enter into this Agreement pursuant to Section 452.055(c) of the Texas Transportation Code and Chapter 791 of the Texas Government Code; and

WHEREAS, the City Council of the City of Glenn Heights, Texas has determined that it serves the health, safety and general welfare of the citizens of the City of Glenn Heights, Texas to enter into this Agreement with DART:

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

SECTION 1: The Interlocal Agreement between Dallas Area Rapid Transit (“DART”) and the City of Glenn Heights, Texas for General Mobility Program Funds (the “Agreement”) attached hereto and incorporated herein by this reference as Exhibit “A,” is hereby approved and the City Manager or his designee is hereby authorized to execute the Agreement on behalf of the City of Glenn Heights, Texas in substantially the form of Exhibit “A” along with all other related and necessary documents.

SECTION 2: This resolution shall take effect immediately upon its passage

DULY RESOLVED AND ADOPTED by the City Council of the City of Glenn Heights, Texas, this the _____ day of _____, 2026.

CITY OF GLENN HEIGHTS, TEXAS

Sonja A. Brown, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Kellie L. McKee, City Attorney

Exhibit “A “

FORM OF
INTERLOCAL AGREEMENT
between
DALLAS AREA RAPID TRANSIT and
CITY OF GLENN HEIGHTS for
GENERAL MOBILITY PROGRAM FUNDS

This Interlocal Agreement (“Agreement”) is made and entered into by and between DALLAS AREA RAPID TRANSIT (“DART”), a regional transportation authority organized and existing pursuant to Chapter 452 of the Texas Transportation Code (the “Act”), and CITY OF GLENN HEIGHTS (“CITY”). DART and CITY may be referred to herein individually as a “Party” or collectively as “Parties.”

WHEREAS, pursuant to DART Board Resolution No. 260023, the DART Board directed the DART President & Chief Executive Officer to establish a six-year General Mobility Program (GMP) for allocation pursuant to Exhibit “A”¹ to be distributed to eligible DART Service Area cities for Public Transportation System or Complementary Transportation Service purposes, as those terms are defined herein, consistent with the Act, hereinafter referred to as “GMP Funds;” and

WHEREAS, the North Central Texas Council of Governments (NCTCOG) Regional Transportation Council (RTC) has authorized seventy-five million dollars (\$75,000,000.00) in funding to supplement the DART allocation amounts for FY 2027 through FY 2031 as shown in Exhibit “A,” of which 0.5% will be allocated in FY 2027, and will increase by 0.5% each year to achieve an allocation equivalent to 10% of DART sales tax in FY 2031; and

WHEREAS, pursuant to DART Board Resolution No. 260023 and Exhibit “A,” all DART Service Area cities are eligible to receive a portion of the GMP Funds during the six (6) year term of this Agreement, subject to the conditions contained in this Agreement; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Section 452.055(c) of the Act and Chapter 791 of the Texas Government Code; and

WHEREAS, CITY is a DART Service Area city that is eligible to receive GMP Funds if it uses such funds to complete projects that will benefit DART’s Public Transportation System, provide Complementary Transportation Services (each as defined below) or is otherwise permissible under the Act and complies with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

¹ Amounts for subsequent fiscal years (FY2028–FY2031) shall be calculated based on the actual sales tax receipts from the corresponding fiscal year two years prior (FY2026–FY2029).

Section I. Definitions

- 1.1 Complementary Transportation Services means: (a) special transportation services for a person who is elderly or has a disability; (b) medical transportation services; (c) assistance in street modifications to improve public transportation infrastructure or as necessary to accommodate the Public Transportation System; and (d) any other service that complements DART's Public Transportation System, including providing parking facilities, roadways, and pedestrian corridors. "Complementary Transportation Services" must be provided within the limits of DART's service area.
- 1.2 Eligible Project means a CITY project supporting DART's Public Transportation System or for Complementary Transportation Services that has been approved by DART in accordance with Section III of this Agreement.
- 1.3 Public Transportation means the conveyance of passengers and hand-carried packages or baggage of a passenger by any means of transportation.
- 1.4 Public Transportation System means (a) all property owned or held by DART for public transportation or complementary transportation service purposes, including vehicle parking areas and facilities and other facilities necessary or convenient for the beneficial use of, and the access of persons and vehicles to, public transportation; (b) real property, facilities, and equipment for the protection and environmental enhancement of all the facilities; and (c) property held in accordance with a contract with the owner making the property subject to the control of or regulation by DART and for public transportation or complementary transportation service purposes.
- 1.5 Site-Specific Shuttle means a circulator or shuttle service that complements and supports the public transportation system as defined in DART Board Policy III.16.
- 1.6 Eligible CITY means a city identified in DART Board Resolution No. 260023 and Exhibit "A" as eligible to receive a portion of the GMP Funds, subject to the conditions contained in this Agreement.
- 1.7 Effective Date means the date on which this Agreement was executed by a duly authorized representative of both parties. The Effective Date must not be later than April 30, 2026.
- 1.8 Term means the period during which this Agreement is in effect, commencing on the Effective Date through September 30, 2031.

Section II. CITY's Obligations

- 2.1 Use of Funds. CITY shall use GMP Funds only for an Eligible Project approved by DART in accordance with Section III of this Agreement.

- 2.2 Good Standing Requirement. CITY understands and agrees that CITY shall not be entitled to receive any GMP Funds until and unless any outstanding amounts owed to DART pursuant to any Interlocal Agreement or other Agreement, whereby CITY is obligated to pay DART for goods and services provided or for the reimbursement of goods and services provided, shall be current or fully paid. If there is a good faith dispute in which the parties are engaged in litigation, or an informal dispute resolution process, DART may not withhold GMP Funds while the dispute is pending.
- 2.3 Certification of CITY Meeting Good Standing Requirements. CITY shall have met the requirements of Section 2.2 before any project is approved and before GMP Funds are distributed to CITY. If DART does not certify the CITY's compliance under Section 2.2, DART shall inform the CITY within fourteen (14) business days of any deficiencies or matters requiring immediate action. CITY may cure or commence to cure the deficiency within 30 days of DART's written notice or may pursue the dispute resolution process in Section IX of this Agreement.
- 2.4 Project Design, Construction, and Maintenance. All activities associated with implementation and operation of an Eligible Project, including planning, design, construction, and maintenance, shall be the responsibility of CITY, unless otherwise agreed to by DART. The Parties shall reasonably cooperate with each other on any Eligible Project that CITY initiates.
- 2.5 Insurance. CITY shall obtain and maintain, and shall require its contractors to obtain and maintain, adequate insurance or self-insurance coverage to effectively protect against the risks associated with each Eligible Project.

Section III. DART Approval of Eligible Projects

- 3.1 Allowable Projects and Activities. A project proposed by CITY shall be related to improvement of, or provide a benefit to, DART's Public Transportation System or provide Complementary Transportation Services and be approved by DART in accordance with Section 3.2 of this Agreement. Eligible activities for which the GMP Funds may be used include, but are not limited to, planning, environmental impact studies, engineering, final design, right-of-way acquisition, construction, testing, inspection, or surveying, and the cost of contracting with providers of Complementary Transportation Services, including Site Specific Shuttles. Projects and activities may also include funding the operating costs of DART services within the CITY under a separate funding agreement between DART and CITY.
- 3.2. CITY Submittal of a Project. By June 30 annually, CITY will submit to DART a description of each proposed project, a cost estimate, and a statement demonstrating how the proposed project will benefit DART's Public Transportation System or will provide Complementary Transportation Services. CITY may amend and resubmit alternative proposed projects for review and approval by DART after the annual June 30, deadline in Section 4.3 by submitting a request in writing to DART. All other critical deadlines in Section 4.3 will remain in effect.

- 3.3 DART Approvals. DART will have fourteen (14) business days to review and respond to the proposed Project(s). DART shall not unreasonably withhold approval for proposed projects considered legally permissible pursuant to this Agreement. Amounts for subsequent fiscal years (FY2028–FY2031) shall be calculated based on the actual sales tax receipts from the corresponding fiscal year two years prior (FY2026–FY2029). If a project considered legally permissible pursuant to this Agreement is not approved or denied within forty-five (45) days of submission, it shall be deemed automatically approved by the DART.
- 3.4 Eligible Projects. Only after a proposed project has been approved by DART in writing, or deemed automatically approved by DART, shall the proposed project be deemed an Eligible Project for the purposes of this Agreement.

Section IV. Financial Considerations

- 4.1 Eligibility for Reimbursement. CITY's expenditure of funds for a proposed project prior to DART's approval of such project in accordance with Sections 3.3 and 3.4 of this Agreement may render such expenditures ineligible for reimbursement by DART. DART shall have no obligation to reimburse CITY for any Eligible Project undertaken prior to DART's approval thereof and DART is not obligated to provide GMP Funds for activities performed or costs incurred prior to the execution of this Agreement.
- 4.2 Disbursement of Funds. DART shall disburse GMP Funds to CITY only if CITY is in good standing per Section 2.2, and has received certification under Section 2.3 for Eligible Projects approved by DART in accordance with the following terms:
- a. General. CITY shall receive the amount of GMP Funds in accordance with Exhibit "A." The Parties agree to actively collaborate with each other and regional stakeholders to seek new revenues. If regional rail or state-authorized new revenue or funding is made available, this Agreement will be amended and the amount in Exhibit "A" will increase by an amount commensurate with those new revenues not to exceed the equivalent of twenty-five (25) percent of DART sales and use tax collections. DART shall have no obligation to pay to CITY an amount greater than the annual amount of GMP Funds available to CITY if DART has approved more than one Eligible Project for CITY. Unless otherwise agreed by DART, DART shall not be responsible for paying any cost overruns. To the extent permitted by law, CITY shall RELEASE AND HOLD DART HARMLESS from any claims or liabilities arising from the use of the GMP Funds or implementation or operation of an Eligible Project.
 - b. Payment. DART's President & Chief Executive Officer or designee shall approve all GMP Fund distributions. In Fiscal Year (FY) 2026, DART shall distribute undisputed GMP Funds to CITY, in accordance with Exhibit "A," by October 1, 2026. In FY 2027 and in each subsequent fiscal year during the term of this Agreement, DART shall distribute undisputed GMP Funds to the CITY, in accordance with Exhibit "A," on October 1 annually.

- 4.3 Critical Deadlines. CITY shall submit proposed projects to DART for approval by June 30 annually during the term of this Agreement. CITY shall submit semi-annual reports to DART to demonstrate progress on approved projects by the 15th of January and July of each year until project completion. Contracts for Eligible Projects must be executed by CITY by September 30, 2033. CITY shall provide documentation demonstrating substantial completion of Eligible Project(s) to DART for its records by September 30, 2036, or earlier as projects are completed. GMP Funds not encumbered by CITY on approved projects prior to September 30, 2033, shall be returned to DART.
- 4.4 Audit Rights. If a subsequent audit of Eligible Project documentation submitted under Section 4.3 reveals that GMP Funds were expended in violation of this Agreement, CITY will be provided a copy of any report and will be given ten (10) business days to respond to any expenditure in violation of this Agreement. If findings do not change, CITY shall promptly reimburse such funds to DART. If there is continued disagreement on the findings, Section IX Dispute Resolution may be pursued.
- 4.5 Existing Services. This Agreement is entered into in consideration of existing services and service coverage DART provides to CITY at the time this Agreement is executed. Any changes to DART services that reduce service levels or coverage when this Agreement was executed must be agreed upon mutually in writing, other than changes made pursuant to existing DART policy on Service Standards and Service Changes and as that may be amended from time to time in the future.
- 4.6 Redistribution of Funds. Any funds refunded to CITY from an agreed amended service plan or any other separate agreement between DART and CITY shall be an additional distribution to CITY by DART, separate from this Agreement, and shall not impact or be an offset from any GMP distributions required herein.
- 4.7 Sales Tax Receipts. In year(s) where DART sales tax receipts are trending below the Board approved budget as of September 15 of that year, DART may delay payment to the CITY until December 15 of that year.

Section V. Termination

5.1 Termination.

In the event of a Material Breach, either Party shall provide written notice to the breaching Party and if the breaching Party fails to cure such Material Breach within ninety (90) calendar days after written notice thereof, the nonbreaching Party may terminate this Agreement upon the date set forth in a written notice to the defaulting Party. If either Party disputes a Material Breach has occurred, the Parties shall first attempt to resolve the dispute by securing a determination through the dispute resolution process set out in Section IX without such dispute resolution being final. In the event the Parties are unable to resolve their dispute through the dispute resolution process set out in Section IX, then either Party may terminate this Agreement.

- 5.2 Expiration of Agreement. This Agreement shall terminate automatically on September 30, 2031; provided, however, obligations identified in 4.3 and 10.7, shall survive termination.

Section VI. Withdrawal of Service Area City

- 6.1 Pursuant to the Act, ordering of an election as a result of a citizen petition will not be considered a material breach of this Agreement.
- 6.2 If CITY has ordered an election prior to this Agreement, CITY shall rescind the order of the election within seven (7) business days following the execution of this Agreement, and DART shall reinstate within seven (7) business days any funds that DART has suspended or placed on hold under any previous agreements with CITY because of the call of an election to withdraw from DART.
- 6.3 If CITY proceeds with a withdrawal election pursuant to the Act, Sec. 452.651(a), in 2026, or if an election to withdraw pursuant to the Act, Sec. 452.651(b), is successful during the term of this Agreement, payment under this Agreement will be forfeited. If an election is called pursuant to the Act, Sec. 452.651(b), during the term of this Agreement, GMP Funds will be suspended pending the election outcome, and will be fully reinstated if the election fails.
- 6.4 If CITY withdraws from DART pursuant to an election prior to September 30, 2031, then any GMP Funds disbursed by DART and unencumbered by CITY shall be reimbursed to DART.

Section VII. Legislative Activities

- 7.1 Parties agree to abstain from legislative action seeking to amend Section 452 of the Act to reduce or impair the one cent sales tax levy during the period of this Agreement.
- 7.2 This section does not apply to mutually acceptable legislative activities that are undertaken in collaboration with DART, consistent with approved legislative priorities of the DART Board and all service area cities.
- 7.3 If the CITY or its authorized agent violates this provision, any GMP Funds previously disbursed by DART and unencumbered by CITY under this Agreement shall promptly be reimbursed to DART and all future annual payments will be forfeited; provided, however, DART must notify CITY of any violation of this provision in writing and CITY may cure the deficiency within 30 days of DART's notice. If the deficiency is cured, GMP Funds shall not be required to be reimbursed, and annual payments will not be forfeited.

Section VIII. Most Favored Nation

DART hereby covenants and agrees that none of the terms that may be offered to any other participating Service Area city are or will be more favorable to such Service Area city than those

of the CITY; and in the event that DART should amend this Agreement with other Service Area cities providing for more favorable terms, this Agreement shall be deemed amended and modified in an economically and legally equivalent manner such that CITY shall receive the benefit of such more favorable terms.

Section IX. Dispute Resolution

DART and CITY will make good faith efforts to resolve any issues or disputes which may arise under this Agreement. If an issue or dispute cannot be resolved, it will be elevated to CITY's City Manager and the DART President & Chief Executive Officer as the final arbiters of the issue or dispute in accordance with the powers and authorities vested in them.

Section X. Miscellaneous

10.1 Notices. Notice shall be provided in writing at the following addresses:

DALLAS AREA RAPID TRANSIT
1401 Pacific Avenue
Dallas, Texas 75202-7210
cfo@dart.org
Attn: EVP, Chief Financial Officer

CITY OF GLENN HEIGHTS
1938 S. Hampton Road
Glenn Heights, TX 75154
Sherry.roberts@glennheightstx.gov
Attn: Finance Director

Copy to:
DART General Counsel
P.O. Box 660163
Dallas, TX 75266-7255

Either Party may designate a different address for receipt of notice by giving written notice of such change of address.

10.2 Governing Law; Voting Requirements for Initiation of Suit Against CITY. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Any action brought by a party to enforce any provision of this Agreement shall be commenced in a state district court of competent jurisdiction in Dallas County, Texas. DART shall not name or implead a principal or non-principal municipality (CITY) or its officers or employees except upon a two-thirds vote of the DART Board.

10.3 Entirety and Amendments. This Agreement embodies the entire agreement between the Parties on the terms herein. This Agreement may be amended or supplemented only by a mutual agreed upon written instrument executed by the Parties.

10.4 No Joint Enterprise. The Parties do not intend that this Agreement be construed as finding that the Parties have formed a joint enterprise. It is not the intent of any of the Parties that a joint enterprise relationship is being entered into, and the Parties hereto specifically disclaim such relationship.

- 10.5 Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.
- 10.6 Construction and Interpretation. This Agreement shall not be construed against the drafting Party.
- 10.7 Severability. If any provision of this Agreement is determined to be illegal or unenforceable in any respect, such determination will not affect the validity or enforceability of any other provision, each of which will be deemed to be independent and severable. Except for the time periods that CITY shall submit applications for eligible projects, all sections of the Interlocal Agreement survive and remain in force and effect.
- 10.8 Force Majeure. Except for payments due and owing to CITY by DART pursuant to this Agreement, in no event shall either party be liable or be deemed to have breached this Agreement for any delay in, or failure of performance, of any requirement included in this Agreement caused by force majeure. The existence of such causes of delays or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, tornadoes, floods, pandemics or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.
- 10.9 No Waiver of Governmental Immunity. By entering into this Agreement, neither Party waives or diminishes any defenses available to it, including, by example and without limitation, governmental immunity and statutory caps on damages.
- 10.10 No Discrimination. In the performance of this Agreement, each Party warrants that it shall not discriminate against any person on account of race, color, sex, religious creed, age, disability, ethnic or national origin, veteran status or other protected group of persons.
- 10.11 Signature Authority. Each of the individuals signing this Agreement warrants that he or she is duly and properly authorized to execute this Agreement on behalf of his or her respective Party.

DALLAS AREA RAPID TRANSIT



Nadine S. Lee
President & Chief Executive Officer

Date: 02/24/26

CITY OF GLENN HEIGHTS

City Official

Title: _____

Date: _____

Exhibit A to General Mobility Program Interlocal Agreement

Estimated DART and Regional Transportation Council (RTC) Contributions

	DART %	RTC %	Total	DART	RTC	Total
Year 1	5.00%	0.00%	5.00%	42,589,182	-	42,589,182
Year 2	5.50%	0.50%	6.00%	49,520,638	4,501,876	54,022,514
Year 3	6.00%	1.00%	7.00%	56,075,369	9,345,895	65,421,264
Year 4	6.50%	1.50%	8.00%	63,056,753	14,551,558	77,608,311
Year 5	7.00%	2.00%	9.00%	70,487,749	20,139,357	90,627,105
Year 6	7.50%	2.50%	10.00%	78,392,446	26,130,815	104,523,261
			Total Estimated	360,122,136	74,669,501	434,791,638

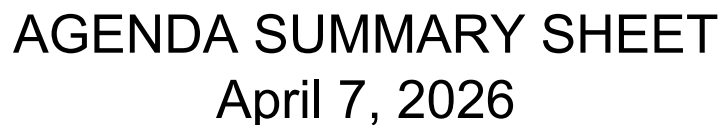
Estimated Annual Allocations

Fiscal Year	% Allocation	Addison	Carrollton	Cockrell Hill	Dallas	Farmers Branch	Garland	Glenn Heights
Actual 2026	5%	\$ 836,068	\$ 2,382,874	\$ 30,133	\$ 21,161,957	\$ 1,175,463	\$ 2,149,165	\$ 61,509
Actual 2027	6%	1,017,997	3,024,252	38,154	26,156,989	1,446,164	3,041,345	74,303
Estimate 2028	7%	1,232,795	3,662,369	46,205	31,676,114	1,751,305	3,683,068	89,981
Estimate 2029	8%	1,462,447	4,344,616	54,812	37,576,921	2,077,548	4,369,171	106,743
Estimate 2030	9%	1,707,772	5,073,425	64,006	43,880,450	2,426,057	5,102,100	124,649
Estimate 2031	10%	1,969,631	5,851,350	73,821	50,608,785	2,798,052	5,884,422	143,762
Total		\$ 8,226,710	\$ 24,338,885	\$ 307,131	\$ 211,061,217	\$ 11,674,590	\$ 24,229,270	\$ 600,945

Fiscal Year	% Allocation	Highland Park	Irving	Plano	Richardson	Rowlett	University Park	Total All Cities
Actual 2026	5%	\$ 422,031	\$ 5,156,506	\$ 5,798,553	\$ 2,598,512	\$ 473,876	\$ 342,535	\$ 42,589,182
Actual 2027	6%	548,488	6,795,005	7,641,816	3,239,292	578,915	419,794	54,022,514
Estimate 2028	7%	664,219	8,228,751	9,254,239	3,922,783	701,066	508,371	65,421,264
Estimate 2029	8%	787,954	9,761,650	10,978,171	4,653,541	831,665	603,073	77,608,311
Estimate 2030	9%	920,133	11,399,166	12,819,759	5,434,173	971,176	704,239	90,627,105
Estimate 2031	10%	1,061,220	13,147,039	14,785,456	6,267,413	1,120,090	812,222	104,523,261
Total		\$ 4,404,044	\$ 54,488,117	\$ 61,277,993	\$ 26,115,714	\$ 4,676,789	\$ 3,390,234	\$ 434,791,638

Notes:

1. FY2026 and FY2027 based on actual sales tax receipts for FY2024 and FY2025, respectively.
2. FY2028 through FY2031 are estimates based on 3.8% annual growth of sales tax revenues and will be adjusted to actual sales tax collections on a two-year lookback.
3. DART contributions are presented as a percent of estimated sales tax, and only for cities participating in the program.
4. The RTC contribution is a fixed dollar amount; therefore, the total percent and dollar contributions are estimates.
5. The allocations by city are based on each city's proportional share of total sales tax collected by DART. If a city withdraws or does not participate in the GMP, that city's share is removed from the total available.



Conduct a public hearing to receive testimony, and discussion and take action to approve Ordinance O-04-26, amending the Comprehensive Zoning Ordinance and Zoning Map, by granting a change in zoning for property located at 2800 Sunset Strip by amending Ordinance O-21-25 by amending the special conditions for the Special Use Permit granted by Ordinance O-21-25 for the Special Use Permit to allow an ice vending machine/kiosk on a 0.434+/- acre tract of land located at 2800 Sunset Strip. (Bester Munyaradzi, Director of Planning and Development Services)

[illegible]

SPECIFIC USE PERMIT: AMENDMENT



BESTER MUNYARADZI, AICP, DIRECTOR
PLANNING & DEVELOPMENT SERVICES
APRIL 7, 2026

SPECIFIC USE PERMIT AMENDMENT



Conduct a public hearing to discuss and consider a Specific Use Permit (SUP) amendment to allow for the additional operation of an unmanned ice vending machine at Northeast Corner of Sunset Strip Drive and Ovilla Road.

SPECIFIC USE PERMIT



Location: Northeast Corner of Sunset Strip Drive and Ovilla Road, addressed as 2800 Sunset Strip Drive, Glenn Heights, Dallas County, Texas.

Request: SUP amendment to allow the operation of an unmanned ice vending machine — (Originally approved in October 2025 for snow cone sales)

Current Zoning: Zoned Retail (R)

Size: 0.4 acres



AERIAL MAP



Ovilla Rd

LOCATION MAP



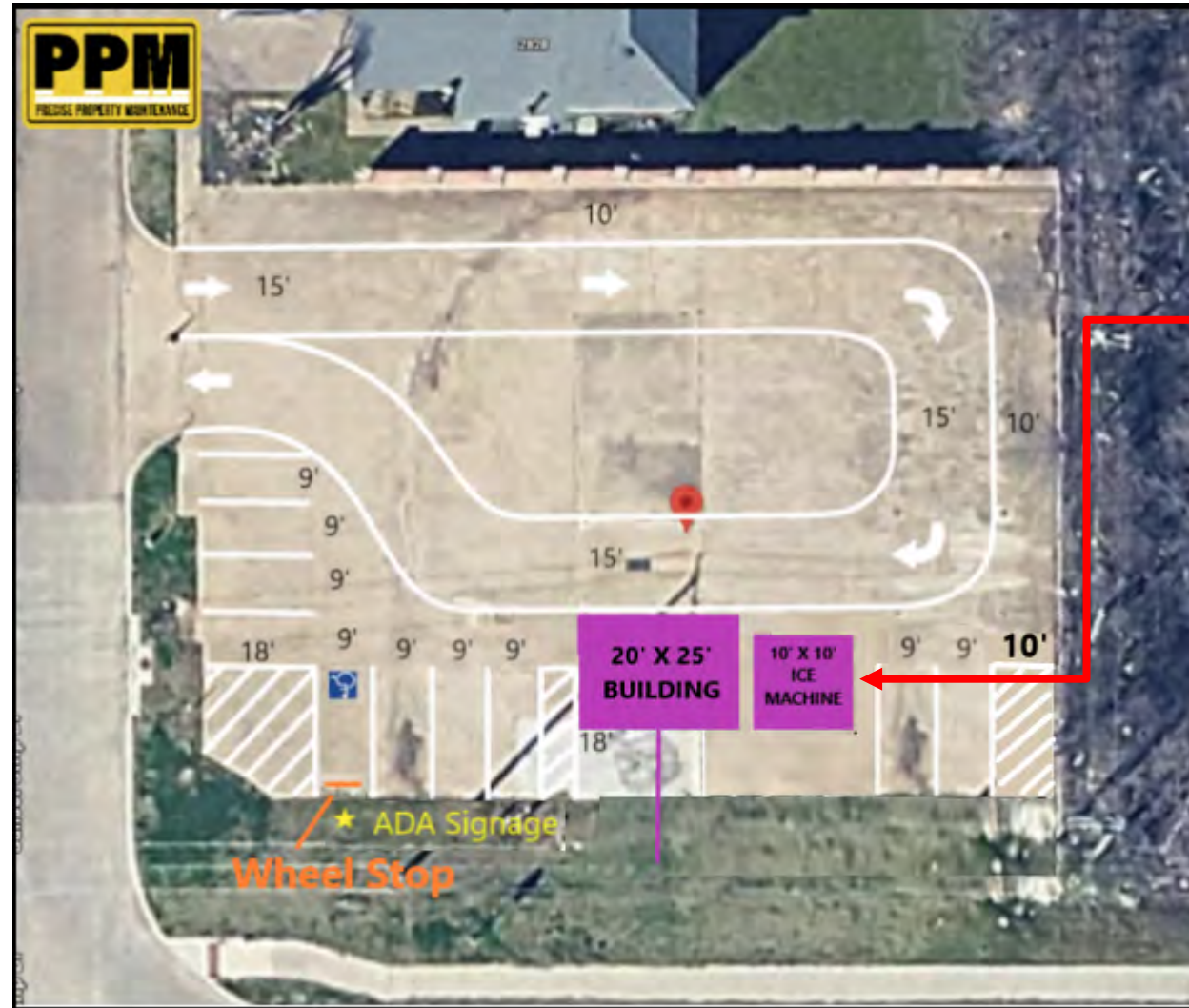
View looking North on Ovilla Rd

LOCATION MAP



View looking East on Sunset Strip Dr

SITE PLAN



Addition to the site

RECOMMENDATION



- ❖ On Monday, February 23, 2026, the Planning & Zoning Commission recommended for the approval subject SUP amendment.
- ❖ Staff concurs with the recommendation of the Commission.

THANK YOU



QUESTIONS

AN ORDINANCE OF THE CITY OF GLENN HEIGHTS

ORDINANCE NO. O-04-26

AN ORDINANCE OF THE CITY OF GLENN HEIGHTS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF GLENN HEIGHTS, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FOR PROPERTY LOCATED AT 2800 SUNSET STRIP BY AMENDING ORDINANCE NO. O-21-25 BY AMENDING THE SPECIAL CONDITIONS FOR THE SPECIAL USE PERMIT GRANTED BY ORDINANCE NO. O-21-25 FOR THE SPECIAL USE PERMIT TO ALLOW AN ICE VENDING MACHINE/KIOSK ON A 0.434+/- ACRE TRACT OF LAND LOCATED AT 2800 SUNSET STRIP AND DESCRIBED AS A PORTION OF LOT 16R, BLOCK M, REPLAT OF LOTS 16 AND 17, BLOCK M OF THE HOLLYWOOD ADDITION, PHASE TWO, AN ADDITION TO THE CITY OF GLENN HEIGHTS, ELLIS COUNTY, TEXAS, ACCORDING TO THE REPLAT THEREOF RECORDED IN CABINET D, SLIDE 293, PLAT RECORDS OF ELLIS COUNTY, TEXAS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS 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:

SECTION 1. That the Comprehensive Zoning Ordinance and Zoning Map of the City of Glenn Heights, Texas, as heretofore amended, be and the same is hereby amended by granting a change in zoning, by amending Ordinance No. O-21-25, by amending the Special Conditions for the Special Use Permit granted by Ordinance No. O-21-25 to allow an ice vending machine/kiosk on a 0.434 +/-acre tract of land located at 2800 Sunset Strip, City of Glenn Heights, Ellis County, Texas, and being more particularly described as a portion of lot 16R, Block M, a replat of lots 16 and 17, Block M, of the Hollywood Addition, Phase Two, an addition to the City of Glenn Heights, Ellis County, Texas, according to the replat thereof recorded in Cabinet D, Slide 293, Plat Records of Ellis county, Texas, and being more particularly described in Exhibit "A" attached hereto (hereinafter, the "Property").

SECTION 2. That Section 2. of Ordinance No. 3406-A be, and the same is hereby amended by amending the special conditions set forth therein to read as follows:

The Property shall hereafter be used for snow cone sales with drive-up service and only in the manner and for the purposes provided for in the City of Glenn Heights Code of Ordinances,

including the Zoning Ordinance and Zoning Map as heretofore and herein amended, subject to the following special conditions:

1. The structure from which the business is operated, and the configuration of structures and pavement markings, shall be in accordance with Exhibit "B," attached hereto.
2. The business shall not be operated in a manner that may cause noise, traffic or disruptions to nearby residences.

SECTION 3. That all provisions of the ordinances of the City of Glenn Heights in conflict with the provisions of this ordinance, except Ordinance No. O-21-25, as amended herein, be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Glen Heights not in conflict with the provisions of this ordinance shall remain in full force and effect.

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

SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Glenn Heights, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand (\$2,000.00) Dollars for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

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

DULY PASSED by the City Council of the City of Glenn Heights, Texas this 7th day of April, 2026.

APPROVED:

Sonja A. Brown, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Kellie L. McKee, City Attorney

Exhibit "A"
[Legal Description]

PROPERTY DESCRIPTION

Being a tract of land lying and situated in the Michael McDermott Survey, Abstract No. 743, located in Ellis county, Texas, same being called a portion of Lot 16R, Block M, Replat of Lots 16 and 17, Block M of Hollywood Addition, Phase Two, an Addition to the City of Glenn Heights, Ellis County, Texas, according to the Replat thereof recorded in Cabinet D, Slide 293, Plat Records of Ellis County, Texas, same being a portion of that tract of land described in deed to Nathan and Pamilee, Koval as recorded in Instrument Number 2515164, Official Public Records of Ellis County, Texas and being more particularly described as follows:

BEGINNING at an "X" cut in concrete found for corner, said corner being the southwest corner of Lot 15, Block M of Hollywood Addition, Phase Two, an addition to Ellis County, Texas according to the Map or Plat thereof recorded in Cabinet B, Slide 270, Plat Records of Ellis County, Texas and being along the east line of Sunset Strip Drive, a 60' right-of-way;

THENCE, North 88°54'41" East, passing a 5/8 inch iron rod found for reference at a distance of 141.29 feet and continuing a total distance of 177.81 feet to a 1/2 inch capped iron rod, stamped "RPLS 5633" set for corner, said corner being along the west line of that tract of land described in deed to Red Oak Independent School District (ISD) as recorded in Volume 1342, Page 685, Official Public Records of Ellis County, Texas;

THENCE, South 01°19'55" East, a distance of 109.13 feet to a 1/2 inch capped iron rod, stamped "RPLS 5633" set for corner, said corner being the northeast corner of a tract of land dedicated to the State of Texas for right of way in a Judgement recorded in Instrument Number 1631727, Official Public Records of Ellis County, Texas, same being along the North line of East Ovilla Road, also known as FM 664, a public right-of-way;

THENCE, South 88°58'59" West, passing a 1/2 inch capped iron rod, stamped "RPLS 5633" set on line for reference and continuing a total distance of 147.35 feet to a 1/2 inch capped iron rod, stamped "RPLS 5633" set for corner at the east corner of a corner clip along the east line of said Sunset Strip Drive;

THENCE, North 46°06'14" West, a distance of 43.07 feet to a 1/2 inch capped iron rod, stamped "RPLS 5633" set for corner, said corner being along the east line of said Sunset Strip Drive;

THENCE, North 01°25'28" West, a distance of 78.50 feet to the POINT OF BEGINNING and containing 0.434 acres (18,915 square feet) of land.

Exhibit "B"
SITE CONFIGURATION



AGENDA SUMMARY SHEET

April 7, 2026

AGENDA, ITEM 4

Conduct a public hearing to receive testimony, and discussion and take action to approve Ordinance O-05-26, adopting Standards of Care for the City's 2026 Summer Youth Programs. (Barrett Albright, Parks and Recreation Superintendent)

Motion	
Second	
For	Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, Washington
Against	Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, Washington
Abstain	
Approve/ Deny/ Table	

[illegible]

AN ORDINANCE OF THE CITY OF GLENN HEIGHTS, TEXAS

ORDINANCE NO. O-05-26

**AN ORDINANCE OF THE CITY OF GLENN HEIGHTS, TEXAS,
ADOPTING STANDARDS OF CARE FOR THE CITY'S 2026 SUMMER
YOUTH PROGRAMS; PROVIDING A SEVERABILITY CLAUSE; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City, through the Glenn Heights Parks and Recreation Department, has established and operates summer Youth Programs that provide for the physical health and well-being of children; and

WHEREAS, state law, Section 42.041(b)(14) of the Texas Human Resources Code, requires that recreational programs operated by municipalities adopt standards of care providing minimum requirements for health and safety; and

WHEREAS, the City Council, in compliance with the laws of the State of Texas, having held a public hearing and having afforded a full and fair hearing to all interested persons, finds that the standards of care attached hereto are in the best interest of the citizens and youth of the City and should be adopted.

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

SECTION 1. The Youth Program Standards of Care set forth in Exhibit "A," attached hereto and incorporated herein by reference, is hereby adopted as the Glenn Heights Standards of Care applicable to its Summer Youth Programs.

SECTION 2. The City Manager and those to whom he may delegate such authority are hereby authorized to implement, apply and enforce the Standards adopted herein and to take such action as is reasonable and necessary to implement and enforce the policies, programs, and goals set forth in the Standards of Care.

SECTION 3. All provisions of the ordinances of the City of Glenn Heights, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and that all other provisions of the ordinances of the city not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, which shall remain in full force and effect.

SECTION 5 This Ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and Charter in such cases provide.

DULY PASSED AND ADOPTED by the City Council of the City of Glenn Heights, Texas on this, the 7th day of April, 2026.

APPROVED:

Sonja A. Brown, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Kellie L. McKee, City Attorney

Exhibit “A”

CITY OF GLENN HEIGHTS SUMMER DAY CAMP 2026 STANDARDS OF CARE

1. GENERAL ADMINISTRATION

1. Organization

- i. The governing body of the City of Glenn Heights's Summer Day Camp Program is the Glenn Heights City Council.
- ii. Implementation of the Summer Day Camp Standards of Care is the responsibility of the Parks & Recreation and Departmental employees.
- iii. The Standards of Care for Summer Day Camp will apply to any Summer Day Camp program, including Day Camp or Parents Night Out.
- iv. Each Summer Day Camp site will have a current copy of the Standards of Care available for public and staff review.
- v. Participants' parents will have access to a current copy of the Standards of Care during the registration process.
- vi. Criminal background checks will be conducted on prospective Summer Day Camp employees. If the results of that criminal check indicate that an applicant has been convicted of any of the following offenses, they will not be considered for employment:
 - a. a felony or misdemeanor classified as an offense against a person or family;
 - b. a felony or misdemeanor classified as public indecency;
 - c. a felony or misdemeanor violation of any law intended to control the possession or distribution of any controlled substance;
 - d. any offense involving moral turpitude;
 - e. any offense that would potentially put youth participants or the City of Glenn Heights at risk.

1. Definitions

- i. City: City of Glenn Heights
- ii. City Council: City Council of the City of Glenn Heights

- iii. Department: Parks and Recreation Department of the City of Glenn Heights
 - iv. Summer Day Camp: City of Glenn Heights's youth programs consisting of Day Camp and Parents Night Out
 - v. Parent Handbook: Booklet of policies, procedures, and programming information relevant to the Summer Day Camp Program
 - vi. Superintendent: Parks and Recreation Superintendent who will handle administrative responsibility for the City of Glenn Heights's Summer Day Camp Program in the Program Coordinator's absence
 - vii. Program Coordinator: City of Glenn Heights's full-time Coordinator who has been assigned administrative responsibility for the Summer Day Camp Program
 - viii. Program Site: The facilities and surrounding property where the Summer Day Camp Program is held consist of, but are not limited to, the Glenn Heights Community Center and The Family Life Center.
 - ix. Participant: A youth whose parent(s) have completed all required registration procedures and determined to be eligible for the appropriate Summer Day Camp Program
 - x. Parent(s)/Guardian(s): Represents one or both parents or adults who have legal custody and authority to enroll their child(ren) in the Summer Day Camp Program
 - xi. Program Employee(s): People who have been hired to work for the City of Glenn Heights and have been assigned responsibility for managing, administering, or implementing some portions of the Summer Day Camp Program
2. Inspections/Monitoring/Enforcement
- i. The Superintendent will make visual inspections of the Summer Day Camp Programs based on the following schedule:
 - a. The Day Camp Program will be inspected twice during its summer schedule once during its winter break and once during its spring break.
 - ii. Complaints regarding enforcement of the Standards of Care will be directed to the Program Coordinator. The Program Coordinator will be responsible for taking the necessary steps to resolve the problems. The Program Coordinator will record complaints regarding enforcement of the Standards of Care and their resolution. The Superintendent will address serious complaints regarding enforcement of the Standards of Care, and the complaint and its resolution will be noted.
1. Enrollment

- i. Before a child can attend and be signed into a Summer Day Camp Program, a parent(s)/guardian(s) must complete registration forms that contain the Participant's:
 - a. name, address, home telephone number;
 - b. name and address of parent(s)/guardian(s), email address, and telephone number during Program hours;
 - c. the names of people to whom the child may be released;
 - d. a statement of the Participant's special physical, emotional or medical needs (may be required depending on Summer Day Camp program registered for);
 - e. emergency medical authorization (may be required depending on Summer Day Camp program registered for);
 - f. alternate emergency contact information;
 - g. a signed liability waiver.

2. Suspected Abuse

- i. Program employees will report suspected child abuse or neglect in accordance with the Texas Family Code. In the case where a City employee is involved in an incident with a child that could be construed as child abuse, the incident must be reported immediately to the Superintendent. The Superintendent will immediately notify the Police Department and any other agency as may be appropriate.
- ii. Texas state law requires the staff of these youth programs to report any suspected abuse or neglect of a child to the Texas Department of Family and Protective Services or a law enforcement agency. Failure to report suspected abuse is punishable by fines up to \$1,000 and/or confinement up to 180 days. Confidential reports may be made by call 1-800-252-5400.

A. STAFFING – RESPONSIBILITIES AND TRAINING

1. Program Coordinator Qualifications

- i. The Program Coordinator will be a full-time, professional employee of the Glenn Heights Parks and Recreation Department and will be required to have all Program Employee qualifications as outlined in this document.
- ii. The Program Coordinator must be at least 21 years old.
- iii. The Program Coordinator must have a bachelor's degree from an accredited college or university.

- iv. The Program Coordinator must have previous experience planning and implementing recreational activities.
- v. The Program Coordinator must pass a background investigation including testing for illegal substances.
- vi. The Program Coordinator must have current certification in first aid, Cardio Pulmonary Resuscitation (CPR) and Automated External Defibrillator (AED).
- vii. Playground safety procedures and policy overview to implement safe practices while at any playground visited during camp.

2. Program Coordinator's Responsibilities

- i. The Program Coordinator is responsible for administering the Summer Day Camp Programs daily operations in compliance with the adopted Standards of Care.
- ii. The Program Coordinator is responsible for recommending for hiring, supervising, and evaluating Program Employees.
- iii. The Program Coordinator is responsible for planning, implementing, and evaluating programs.

3. Program Employee Qualifications

- i. Program Employees will be part-time or temporary employees of the Parks and Recreation Department.
- ii. Program Employees working with children must be 18 years or older.
- iii. Program Employees should be able to consistently exhibit competency, good judgment, and self-control when working with children.
- iv. Program Employees must relate to children with courtesy, respect, tolerance, and patience.
- v. Program Employees must have current certification in first aid, Cardio Pulmonary Resuscitation (CPR) and Automated External Defibrillator (AED) prior to the start of the Summer Day Camp Program.
- vi. Program Employees must pass a background check including testing for illegal substances.

4. Program Employee's Responsibilities

- i. Program Employees will be responsible for providing Participants with an environment in which they feel safe, enjoy wholesome recreation activities, and can participate in appropriate social opportunities with their peers.

- ii. Program Employees will be responsible for knowing and following all City, Departmental, and Program standards, policies and procedures that apply to the appropriate Summer Day Camp Program.
- iii. Program Employees must ensure that Participants are released only to a parent or an adult designed by the Parent(s)/Guardian(s). All Program sites will have a copy of the department-approved plan to verify the identity of a person authorized to pick up a Participant if that person is not known to the Program Employee.

5. Training/Orientation

- i. The Department is responsible for providing training and orientation to Program Employees in working with children and for specific job responsibilities.
- ii. Program Employees must be familiar with the Standards of Care for the Summer Day Camp Program operation as adopted by the City Council.
- iii. Program Employees must be familiar with the Program's policies including discipline, guidance, and release of Participants as outlined in the Parent Handbook.
- iv. Program Employees will be trained in appropriate procedures to handle emergencies.
- v. Program employees will be trained in areas including City, Departmental, and Program policies and procedures, provision of recreation activities, safety issues, and organization.
- vi. Program employees will be required to sign an acknowledgement that they received the required training.

3. OPERATIONS

A. Staff-Participant Ratio

- i. The standard ratio of Participants to Program Employee will be 12 to 1. In the event a Program Employee is unable to report to the Program site, a qualified replacement will be assigned.
- ii. Program Employees are responsible for being aware of the Participants' habits, interests, and special needs as identified by the Participants' Parent(s)/Guardian(s) during the registration process.

B. Discipline

- i. Program Employees will implement discipline and guidance in a consistent manner based on the best interests of program Participants.

- ii. There will be not cruel, harsh or corporal punishment or treatment.
- iii. Program Employees may use brief, supervised separation from the group, if necessary.
- iv. As necessary, Program Employees will initiate discipline reports to the Parent(s)/Guardian(s) of Participants. Parent(s)/Guardian(s) will be asked to sign discipline reports to indicate they have been advised about specific problems or incidents.
- v. A sufficient number and/or severe nature of discipline reports as detailed in the Parent Handbook may result in a Participant being suspended from the Summer Day Camp Program.
- vi. In instances where there is a danger to Participants or Program Employees, offending Participants will be removed from the Summer Day Camp Program immediately.
- vii. Any Participant creating a nuisance, causing a disturbance, or creating an unsafe environment at any Program Site will be subject to expulsion from the site and possible arrest and legal action.

C. Programming

- i. Program Employees will attempt to provide activities for each group according to the Participants' ages, interests, and abilities. The activities must be appropriate to Participants' health, safety, and well-being. The activities also must be flexible and promote the Participants' emotional, social, and mental growth.
- ii. Program Employees will attempt to provide indoor and outdoor time periods that include:
 - a. alternating active and passive activities;
 - b. opportunity for individual and group activities; and outdoor time each day, weather permitting.
- iii. Program Employees will be attentive and considerate of the Participants' safety on field trips and during any transportation provided by the Program.
 - a. During trips, Program Employees supervising Participants must have immediate access to emergency medical forms and emergency contact information for each Participant.
 - b. Program Employees must have a written list of the Participants in the group and must check the roll frequently.
 - c. Program Employees must have first aid supplies and a guide to first aid and emergency care available on field trips.

D. Communication

- i. Each Program Site will have access to a cell phone or telephone for use in contacting the Glenn Heights Community Center or making emergency calls.
- ii. The Program Coordinator will make accessible the following telephone numbers to all Program Employees:
 - a. Glenn Heights ambulance or emergency medical services;
 - b. Glenn Heights Police Department;
 - c. Glenn Heights Fire Department;
 - d. Glenn Heights Community Center; and
 - e. Number at which Parent(s)/Guardian(s) may be reached.

E. Transportation

- i. Before a Participant may be transported to and from City-sponsored activities, a medical form and waiver, completed by the Parent(s)/Guardian(s) of the Participant, must be filed with the Program Coordinator.

4. FACILITY STANDARDS

A. Safety

- i. Program Employees will inspect Program Sites daily to detect sanitation and safety concerns that might affect the health and safety of the Participants.
- ii. Buildings, grounds, and equipment on the Program Site will be inspected, cleaned, repaired, and maintained to protect the health of the participants.
- iii. Program equipment and supplies must be safe for the Participants' use.
- iv. Program Employees must have first aid supplies readily available at each site, during transportation to an off-site activity, and for the duration of any off-site activity. Program Employees must have an immediately accessible guide to first aid and emergency care.
- v. Program air conditioners, electric fans, and heaters must be mounted out of Participants' reach or have safeguards that keep Participants from being injured
- vi. Program porches and platforms more than 30 inches above the ground must be equipped with railings Participants can each.
- vii. All swing seats and Program Sites must be constructed of durable, lightweight, relatively pliable material.

B. Fire

- i. In case of fire, danger of fire, explosion, or other emergency, Program Employee's first priority is to evacuate the Participants to a designated safe area.
- ii. The Program Site will have an annual fire inspection by the local Fire Department personnel, and the resulting report will detail any safety concerns observed. The report will be forwarded to the Parks and Recreation Superintendent who will review and establish deadlines and criteria for compliance.
- iii. Each Program Site must have at least one fire extinguisher approved by the Fire Marshal readily available to all Program Employees. All Program Employees will be trained in the proper use of fire extinguishers and their location.
- iv. Fire drills will be initiated at Program Sites based on the following schedule:
 - a. Day Camp Program: A fire drill twice during the summer.

C. Health

- i. Illness or Injury
 - a. A Participant who is considered to be a health or safety concern to other Participants or Program Employees will not be admitted to any Summer Day Camp Program.
 - b. Illnesses and injuries will be handled in a manner to protect the health of all participants and employees.
 - c. Program Employees will follow plans to provide emergency care for injured Participants with symptoms of an acute illness as specified in the Parent Handbook.
 - d. Program Employees will follow the recommendations of the Texas Department of Health concerning the admission or readmission of any Participant after a communicable disease.
- ii. Program Employees will administer medication only if:
 - a. Participant is registered for Summer Day Camp Day Camp
 - b. Parent(s)/Guardian(s) complete and sign a medication form that provides authorization for staff to dispense medication with details as to time and dosages for prescription and nonprescription medication. The form will include a hold harmless clause to protect the City.
 - c. Prescription medications are in the original containers labeled with the Participant's name, a date, directions, and the physician's name. Program Employees will administer the medication only as stated on the label. Program Employees will not administer medication after the expiration

date.

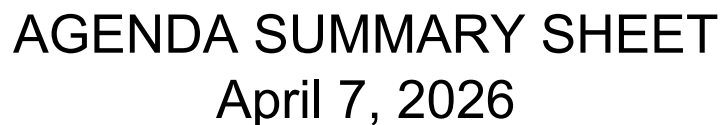
- d. Non-prescription medications are labeled with the Participant's name and the date the medication was brought to the appropriate Summer Day Camp Program. Non-prescription medication must be in the original container. Program Employees will administer it only according to label directions.
- e. Medication dispensed will be limited to routine oral ingestion not requiring special knowledge or skills on the part of Program employees. No injections will be administered by the Program Employees.
- f. Program Employees must ensure medications are inaccessible to Participants.

iii. Toilet Facilities

- a. The Program Site will have indoor toilets located and equipped so Participants can use them independently and Program Employees can supervise as needed.
- b. There must be one flush toilet for every 30 children. Urinals may be counted in the ratio of toilets to children, but they must not exceed 50% of the total number of toilets.

iv. Sanitation

- a. The Program Site must have adequate light, ventilation, and heat.
- b. The Program Site must have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and ensure that it will be supplied to the Participants in a safe and sanitary manner.
- c. Program Employees must see that garbage is removed from buildings daily.



Discussion and take action to approve Resolution R-10-26, a Resolution of the City Council of the City of Glenn Heights, Texas, adopting the Investment Policy attached hereto as Exhibit "A"; declaring that the City Council has completed its review of the Investment Policy and investment strategies of the City and that Exhibit "A" includes any changes to both the Investment Policy and the investment strategies. (Sherry Roberts, Finance Director)

[illegible]

CITY OF GLENN HEIGHTS INVESTMENT POLICY



SHERRY ROBERTS, MPA, CGFO

FINANCE DIRECTOR

APRIL 7, 2026

Resolution R-10-26 Investment Policy



➤ GOVERNMENT CODE 2256.005

- (a) The governing body of an investing entity **shall** adopt by rule, order, ordinance, or resolution, as appropriate, a written investment policy regarding the investment of its funds and funds under its control.
- (e) The governing body of an investing entity shall review its investment policy and investment strategies not less than **annually**. The governing body shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies.

➤ GOVERNMENT CODE 2256.008 *(paraphrased)*

- (a) Except as provided by Subsections (a-1), (b), (b-1), (e), and (f), the treasurer, the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a local government shall:
 - (1) attend at least one training session containing at least 10 hours of instruction relating to the treasurer's or officer's responsibilities under this subchapter within 12 months after taking office or assuming duties; and
 - (2)(a-1) attend an investment training session biannually, receive not less than 8 hours of instruction relating to investment responsibilities

CHANGES TO CURRENT POLICY



➤ §6.1(7) Page 10 – Removed the words Commercial Paper from the first sentence.

- (7) Repurchase Agreements, Reverse Repurchase Agreements, Bankers' Acceptances, **Commercial** Paper. These investments are authorized for the City only to the extent that they are contained in the portfolios of approved public funds investment pools in which the City invests, or as otherwise provided below.

➤ §6.1(8) Page 10 – Added new language regarding Commercial Paper

- (8) Commercial paper, rated in the highest tier (e.g., A-1, P-1, F-1, or D-1 or higher) by a nationally recognized rating agency. Commercial paper is an authorized investment under this subchapter if the commercial paper: (1) has a stated maturity of 365 days or fewer from the date of its issuance; and (2) is rated not less than A-1 or P-1 or an equivalent rating by at least: (A) two nationally recognized credit rating agencies; or (B) one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state. Sec. 2256.013. AUTHORIZED INVESTMENTS: COMMERCIAL PAPER.

- §7.1 Page 12 – Changed the length of time the City can invest in securities from three (3) to five (5) years.

7.1

Diversification by Maturities. The longer the maturity of investments, the greater their price volatility. Therefore, it is the City's policy to concentrate its investment portfolio in shorter-term securities in order to limit principal risks caused by change in interest rates. The City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than ~~fivethree~~ (3) (5) years from the date of purchase. However, the above-described obligations, certificates, or agreements may be collateralized using longer-date instruments. The City shall diversify the use of investment instruments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or ~~matu~~ rities maturities. Maturity scheduling shall be managed by the Investment Officer so that maturities of investments shall be timed to coincide with projected cash flow needs.

The entire City portfolio, including funds at the City's depository bank, shall comprise one pooled fund group, and the maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio is **3 years**. Investment maturities for debt service interest and sinking funds and/or other types of reserve funds, whose use is never anticipated, may not exceed ~~fivethree~~ **(5)** years.

(cont'd)



- §7.2 Page 12 – Changed the diversification guidelines for certain instruments, adding in other insured obligations and commercial paper.

Investment Type	Percentage of Portfolio Maximum
Other obligations, guaranteed or insured by, or backed by the full faith of credit of, the State of Texas or the United States	30%
Commercial Paper	40%

(cont'd)



- §11.3 Page 18 – Defined the Investment Advisory Committee members and changed some of the wording (changes are in red).

11.3

Investment Committee. An Investment Committee shall be established to determine investment guidelines, general strategies, and monitor performance. **Members of this Committee include the Finance Director, the City Manager, and the Deputy City Manager. Additional members may be appointed by the Committee as appropriate.** The Committee shall meet quarterly **and at such times as necessary to identify strategies for funds to be invested.** The Investment Committee shall include in its deliberation such topics as: performance reports, economic outlook, portfolio diversification, maturity structure, potential risk to the City funds, authorized brokers and dealers, **eligible investment training sources,** and the target rate of return on the investment portfolio.

(cont'd)



- §12.0 Page 18 – Changed the benchmark for performance from TexSTAR to the 2-year Constant Maturity Treasury (CMT).

12. PERFORMANCE. The City's investment portfolio shall be designed to obtain a market rate of return on investments consistent with risk constraints and expected cash flow of the City. The benchmark for performance that is appropriate for the City's cash flow cycle will be ~~TexSTAR~~ (a local government investment pool): 2-Year Constant Maturity Treasury (CMT)

- Last page – Added Texas Connect to Local Government Investment Pools (Can be removed if Texas Connect is not approved.)
- Added a list of Broker/Dealers approved by Meeder.

Brokers / Dealers	Local Government Investment Pools
See Meeder's Approved List	Texas Connect

THANK YOU



QUESTIONS

City of Glenn Heights
Investment Policy Review
April 7, 2026

CHANGES SUGGESTED BY MEEDER

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§7.2 Page 12 – Changed the diversification guidelines for certain instruments, adding in Commercial Paper.

Old language:

7.2

Diversification by Investment Instrument. Diversification by investment instrument shall not exceed the following guidelines for each type of instrument:

	<u>Percentage of Portfolio Maximum</u>
U.S. Treasury Obligations	100%
US Government Agency Securities and Instrumentalities of Government-Sponsored Corporations	80%

City of Glenn Heights
Investment Policy
Approved on January 21, 2025
pg. 11

Authorized Local Government	100%
Investment Pools Fully Collateralized Certificates of Deposit	50%

§11.3 Page 18 – Defined the Investment Advisory Committee members and changed some of the wording.

Old language:

11.3

Investment Advisory Committee. An Investment Committee shall be established to determine investment guidelines, general strategies, and monitor performance. The Committee shall meet quarterly to review performance, strategy, and procedures. The Investment Committee shall include in its deliberation such topics as: performance reports, economic outlook, portfolio diversification, maturity structure, potential risk to the City funds, authorized brokers and dealers, and the target rate of return on the investment portfolio.

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Last page – Added Texas Connect to Local Government Investment Pools (Can be removed if Texas Connect is not approved.)

Added a list of Broker/Dealers approved by Meeder.

Brokers / Dealers	Local Government Investment Pools
See Meeder's Approved List	~~TexStar~~
	Texas Connect
	LOGIC
Banking Institutions	
Prosperity Bank	



CITY OF GLENN HEIGHTS, TEXAS

INVESTMENT POLICY

APRIL 7, 2026

CITY OF GLENN HEIGHTS, TEXAS

INVESTMENT POLICY

PREFACE

It is the policy of the City of Glenn Heights {the "City") that after allowing for the anticipated cash flow requirements of the City and giving due consideration to the safety and risks of investments, all available funds shall be invested in conformance with these legal and administrative guidelines to obtain a market rate of return.

Effective cash management is recognized as essential to good fiscal management. An active cash management and investment policy will be pursued to take advantage of investment interest as a viable and material source of revenue for City funds. The City's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with state and local law. The City will invest public funds in a manner that will provide the maximum security and a market rate of return while meeting the daily cash flow demands of the City.

The City is required under the Public Funds Investment Act {Chapter 2256 of the Texas Government Code) to adopt a formal written Investment Policy for the investment of public funds. These policies serve to satisfy the statutory requirement (specifically the Public Funds Investment Act, Chapter 2256 of the Texas Government Code {the "Act") to define, adopt and review a formal investment strategy and policy.

CITY OF GLENN HEIGHTS, TEXAS

INVESTMENT POLICY

TABLE OF CONTENTS

1. PURPOSE.....	1
2. INVESTMENT STRATEGY	1
3. SCOPE	4
4. INVESTMENT OBJECTIVES	4
5. INVESTMENT RESPONSIBILITY	5
6. AUTHORIZED INVESTMENTS	7
7. DIVERSIFICATION	11
8. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS	12
9. DELIVERY VERSUS PAYMENT.....	13
10.SAFEKEEPING AND COLLATERALIZATION	13
11.RESPONSIBILITY AND CONTROL	15
12.PERFORMANCE.....	16
13.REPORTING.....	16
14.INVESTMENT POLICY ADOPTION AND AMENDMENT	17
GLOSSARY OF TERMS.....	18
CERTIFICATION OF BUSINESS ORGANIZATION SAMPLE FORM	
LIST OF QUALIFIED INSTITUTIONS	

1. **PURPOSE.** The purpose of this investment policy (the "Policy") is to set forth specific investment policy and strategy guidelines for the City in order to achieve the goals of safety and liquidity, achieve a market rate of return, and maintain public trust in all investment activities. On an annual basis, the City Council shall review the investment strategy and policy and shall approve Policy revisions, if any, by formal resolution.
2. **INVESTMENT STRATEGY.** The City maintains a comprehensive and proactive cash management program that is designed to monitor and control all City funds to ensure maximum utilization and yield a market rate of return. (For the purpose of this policy, a "market rate of return" refers to the approximate interest rate that could be earned by an investor in a specific maturity range at any given point in time. For example, an investor seeking to earn a market rate of return while maintaining an investment portfolio with an average maturity of 90 days, would hope to earn approximately the same as a three-month agency discount note. If the investor earns a rate much higher than this, it might signal an inappropriate level of risk). The basic and underlying strategy of this program is that all the City's funds are earning interest. It is the responsibility and obligation of the City to maintain a flexible approach and be prepared to modify the investment strategy as market conditions dictate. The investment strategy described is predicated on conditions as now exist and are subject to change. The investment strategy emphasizes low credit risk, diversification, and the management of maturities. The strategy also considers the expertise and time constraints of the investment officers. The allowable investment instruments as defined in Section 6 of this Policy reflect the avoidance of credit risk. Diversification refers to dividing investments among a variety of securities offering independent returns. This strategy uses local government investment pools to achieve diversification. The management of maturities refers to structuring the maturity dates of the direct investments so that, while funds are initially invested for a longer period of time, some investments mature as cash needs require.

2.1

The primary investment strategy and objectives of the City as specified in this Policy are listed below, in their order of importance (See Section 4):

- Safety and preservation of principal.
- Maintenance of sufficient liquidity to meet operating needs.
- Achieve a market rate of return on the investment portfolio; and
- Always seek to maintain public trust by adhering to the above stated objectives

2.2

The list of investments authorized by this Policy intentionally excludes some investments allowed by state law. The restrictions limit possible credit risk and provide the maximum measure of safety. Within the investment objectives, the investment strategy is to utilize authorized investments for maximum advantage

to the City. To increase the interest earnings for funds identified as being available for investment over longer periods of time based upon a cash requirements projection, the City will consider the following strategies:

2.2.1 Strategy No. 1.

Diversifying the City's investment opportunities through the use of local government investment pools and money market mutual funds as authorized by the City Council. An investment pool is an entity created to invest public funds jointly on behalf of its' participants and whose investment objectives in order of priority match those objectives of the City. Funds are usually available from investment pools on a same-day basis, meaning the pools have a high degree of liquidity. Because of the size and expertise of their staff, investment pools can prudently invest in a variety of the investment types allowed by state law. In this manner, investment pools achieve diversification. Funds that may be needed on a short-term basis but that are more than the amount maintained at the depository bank are available for deposit in investment pools.

2.2.2 Strategy No. 2.

Building a ladder of Investment Policy authorized securities with staggered maturities for all or part of the longer-term investable funds. The benefits of this ladder approach include the following:

- It is straight-forward and easily understood.
- It represents a prudent diversification method.
- All investments remain within the approved maturity horizon.
- It will normally allow the City to capture a reasonable portion of the yield curve; and
- It provides predictable cash flow with scheduled maturities and reinvestment opportunities.

2.2.3. Strategy No. 3.

At this time, the City does not use an investment management firm. Should the City determine a need, the following strategy will apply:

Pursuant to the Public Funds Investment Act {Texas Government Code 2256.003}, the City may, at its discretion, contract with an investment management firm registered under the Investment Advisors Act of 1940 (15 U.S.C. Section 80b-1 et seq.) and with the State Securities Board to provide for investment and non-discretionary management of its public funds or other funds under its control.

An appointed Investment Advisor shall act solely in an advisory and administrative capacity within the guidelines of this Investment Policy. At no time shall the advisor take

possession of securities or funds or otherwise be granted discretionary authority to transact business on behalf of the City. Any contract awarded by the City Council for investment advisory services may not exceed two years, with an option to extend by mutual consent of both parties.

Duties of the Investment Advisor shall include, but not be limited to, assistance in purchasing securities, securities clearance, producing required reports, pricing the portfolio, performing due diligence on broker/dealers, market monitoring and economic review.

Any Investment Advisor contracted by the City shall abide by the *Prudent Expert Rule*, whereby investment advice shall, at all times, be given with the judgment and care, under circumstances then prevailing, which persons paid for their special prudence, discretion and intelligence in such matters exercise in the management of their client's affairs, not for speculation by the client or production of fee income by the advisor or broker, but for investment by the client with emphasis on the probable safety of the capital while considering the probable income to be derived.

2.2.4 Strategy No. 4.

The City will maintain portfolio(s) that utilize four specific investment strategy considerations designed to address the unique characteristics of the fund group(s) represented in the portfolio(s):

2.2.4.1 Investment strategies for operating funds and pooled funds containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio that will experience minimal volatility during economic cycles through diversification by security type, maturity date and issuer. All security types, as authorized by this policy, are considered suitable investments for the operating and pooled funds. Securities may not be purchased that have a final maturity date that exceeds three (3) years.

2.2.4.2 Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date(s). These funds have predictable payment schedules. Therefore, investment maturities shall not exceed the anticipated cash flow requirements.

2.2.4.3 Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund. Managing the Debt Service Reserve Fund's portfolio maturities to not exceed the call provisions of the bond issue will reduce the investment's market risk if the City's bonds are called and the reserve fund liquidated. No investment maturity shall exceed the final maturity of the bond issue.

2.2.4.4 The investment strategy for capital projects funds' portfolios has as its primary

objective the assurance that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 20% in highly liquid securities to allow for flexibility and unanticipated project outlays. The stated final maturity dates of securities held should not exceed the estimated project completion date.

2.2.5 Strategy No. 5.

Hold until Maturity. The strategy of the City is to maintain sufficient liquidity in its portfolio so that it does not need to sell a security prior to maturity. Should it become necessary to sell a security prior to maturity, where the sale proceeds are less than the current book value, the prior written consent of the City Manager must be obtained. Securities may be sold prior to maturity by the Investment Officer at or above their book value at any time. The result of all sales of securities prior to maturity shall be reported to the City Manager within two business days of the sale. The report shall provide the amount of proceeds from the sale, including accrued interest to the date of sale, less the current book value and the dollar amount of gain on the sale.

2.2.6 Strategy No. 6.

Depository Bank Relationships. This Policy shall further seek to maintain good depository bank relationships while minimizing the cost of banking services. The City will seek to maintain a depository contract that will be managed to a level that minimizes the cost of the banking relationship to the City, while allowing the City to earn an appropriate return on idle demand deposits.

2.2.7 Strategy No. 7.

Maximizing Investable Cash Balances. Procedures shall be established and implemented in order to *maximize* investable cash by decreasing the time between the actual collection and the deposit of receipts, and by the controlling of disbursements.

3. SCOPE. The Investment Policy shall govern the investment of all financial assets considered to be part of the City entity and includes the following funds or fund types: the General Fund, Enterprise Funds, Special Revenue Funds, General Obligation Interest and Sinking Fund, Capital Projects Funds, Water and Sewer Utility Fund, Drainage Utility Fund, and any other funds which have been contractually delegated to the City for management purposes. The City may add or delete funds as may be required by law, or for proper accounting procedures. This policy does not include funds governed by approved trust agreements, or assets administered for the benefit of the City by outside agencies under retirement or deferred compensation programs. Additionally, bond funds (including debt service and reserve funds) are governed by bond ordinances and are subject to the provisions of the Internal Revenue Code and applicable federal regulations governing the investment of bond proceeds.

4. INVESTMENT OBJECTIVES. Funds of the City shall be invested in accordance with all

applicable Texas statutes, this Policy and any other approved, written administrative procedures. The four objectives of the City's investment activities shall be as follows (in the order of priority):

4.1

Safety of Principal. Safety of principal invested is the foremost objective in the investment decisions of the City. Each investment transaction shall seek to ensure the preservation of capital in the overall portfolio. The risk of loss shall be controlled by investing only in authorized securities, as defined in this Policy, by qualifying the financial institutions with whom the City will transact business and through portfolio diversification. Safety is defined as the undiminished return of the principal on the City's investments.

4.2

Liquidity. The investment portfolio shall be managed to maintain liquidity to ensure that funds will be available to meet the City's cash flow requirements and by investing in securities with active secondary markets. Investments shall be structured in such a manner as will provide the liquidity necessary to pay obligations as they become due. A security may be liquidated prior to its stated maturity to meet unanticipated cash requirements, or to otherwise favorably adjust the City's portfolio, in accordance with Section 2.2.5 above.

4.3

Market Rate-of-Return (Yield). The City's investment portfolio shall be designed to optimize a market rate-of-return on investments consistent with risk constraints and cash flow requirements of the portfolio. The investment portfolio shall be managed in a manner that seeks to attain a market rate of return throughout budgetary and economic cycles. The City will not attempt to consistently attain an unrealistic above market rate-of-return, as this objective will subject the overall portfolio to greater risk. Therefore, the City's rate of return objective is secondary to those of safety and liquidity. Rate of return (yield) is defined as the rate of annual income return on an investment, expressed as a percentage.

4.4

Public Trust. All participants in the City's investment program shall seek to act responsibly as custodians of the public trust. Investment officials shall avoid any transaction that might involve a conflict of interest or otherwise impair public confidence in the City's ability to govern effectively. All officials of the City having either a direct or indirect role in the process of investing idle funds shall act responsibly as custodians of the public trust.

5. INVESTMENT RESPONSIBILITY. As provided in this policy, the daily operation and management of the City's investments are the responsibility of the following person.

5.1

Delegation of Authority. The City Manager and the Director of Finance are authorized to deposit, withdraw, invest, transfer or manage in any other manner the funds of the City. Management responsibility for the investment program is hereby delegated to the Director of Finance, who shall establish written procedures for the operation of the investment program, consistent with this Policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. All persons involved in investment activities will be referred to in this Policy as "Investment Officers." No persons may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the Director of Finance. The Director of Finance shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate Investment Officials. The system of controls shall be designed to provide reasonable assurance that the assets of the City are protected from loss, theft or misuse. The concept of reasonable assurance recognizes that:

- (1) the cost of a control should not exceed the benefits likely to be derived; and
- (2) the valuation of costs and benefits requires estimates and judgments by management.

Commitment of financial and staffing resources in order to maximize total return through active portfolio management shall be the responsibility of the City Council.

5.2

Prudence. The standard of prudence to be applied by the Investment Officer shall be the "prudent investor" rule, which states, "investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." In determining whether the Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the following:

5.2.1 the investment of all funds over which the Investment Officer had responsibility rather than a consideration as to the prudence of a single investment; and

5.2.2 whether the investment decision was consistent with the written investment Policy and procedures of the City.

5.3

Due Diligence. The Investment Officer acting in accordance with written policies and

procedures and exercising due diligence shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported in a timely manner and that appropriate action is taken to control adverse developments. All Investment Officers involved in investment transactions will be bonded.

5.4

Ethical Standards and Conflicts of Interest. All City Investment Officers having a direct or indirect role in the investment of City funds shall act as custodians of the public trust, avoiding any transaction which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. An Investment Officer who has a personal business relationship with the depository bank or with any entity seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree of affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council.

5.5

Investment Training. The Investment Officers shall attend at least one training session of at least ten (10) hours relating to the officer's responsibility under the Public Funds Investment Act within twelve (12) months after assuming duties and attend an investment training session not less than once every two years, receiving an additional eight (8) hours of training. Such training from an independent source shall be approved by the City Manager and endorsed by either the Government Finance Officers Association of Texas, the Government Treasurers Organization of Texas, the Texas Municipal League, the North Central Texas Council of Governments, or the University of North Texas Center for Public Management.

6. AUTHORIZED INVESTMENTS. As stated previously, safety of principal is the primary objective in investing public funds and can be accomplished by limiting two types of risk-credit risk and interest rate risk. Credit risk is the risk associated with the failure of a security issuer or backer to repay principal and interest in full. Interest rate risk is the risk that the value of a portfolio will decline due to an increase in the general level of interest rates. In order to provide safety of principal as the City's primary objective, only certain investments are authorized as acceptable investment for the City. The following list of authorized investments for the City intentionally excludes some of the investments authorized by law. These restrictions are placed in order to limit possible risk and provide maximum measure of safety to City funds.

6.1

Authorized and Acceptable Investments. The authorized list of investment instruments are as follows:

- (1) Obligations of the United States or its agencies and instrumentalities, excluding mortgage-backed securities.
- (2) Direct obligations of the State of Texas, or its agencies and instrumentalities.
- (3) Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by, or backed by the full faith of credit of, the State of Texas or the United States or their respective agencies and instrumentalities, excluding mortgage-backed securities.
- (4) Collateralized Certificates of Deposit. A certificate of deposit issued by a depository institution that has its main office or branch office in the state and is:
 - Guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor.
 - Secured by Obligations that are described by section 2256.009(a) of the Public Funds Investment Act, including mortgage-backed securities directly issued by a federal agency or instrumentality, but excluding those mortgage-backed securities of the nature described in Section 2256.009(b) of the Act; or
 - Secured in any other manner or amount provided by law for deposits of the City.
 - In addition, separate CDs issued by depositories wherever located, bundled together into a single investment with the full amount of principal and interest of each CD federally insured, may be purchased through a selected depository institution with its main office or branch office in Texas.

This depository shall act as the custodian for the various certificates on behalf of the City.

- (5) Eligible Local Government Investment Pools. Public funds investment pools which invest in instruments and follow practices allowed by the current law as defined in Section 2256.016 of the Texas Government Code, provided that:

- the investment pool has been authorized by the City Council.
- the pool shall have furnished the Investment Officer an offering circular containing the information required by Section 2256.016(b) of the Texas Government Code.
- the pool shall furnish the Investment Officer investment transaction confirmations with respect to all investments made with it.
- the pool shall furnish to the Investment Officer monthly reports containing the information required under Section 2256.016(c) of the Texas Government Code.
- the pool is continuously rated no lower than "AAA" or "AAA-m" or an equivalent rating by at least one nationally recognized rating service.
- the pool marks its portfolio to market daily.
- the pool's investment objectives shall be to maintain a stable net value of one dollar (\$1.00); and
- the pool's investment philosophy and strategy are consistent with this Policy.

(6) Regulated No-Load Money Market Mutual Funds. These investments are authorized under the following conditions:

- The money market mutual fund is registered with and regulated by the Securities and Exchange Commission.
- the fund provides the City with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940.
- the fund has a dollar-weighted average portfolio maturity of sixty (60) days or less.
- the investment objectives include the maintenance of a stable net asset value of one dollar (\$1 .00) per share; and
- the fund is continuously rated no lower than "AAA" or an equivalent rating by at least one nationally recognized rating service.
- The City may not invest funds under its control in an amount that exceeds 10% of the total assets of any individual money market mutual fund.

- (7) Repurchase Agreements, Reverse Repurchase Agreements, Bankers' Acceptances. These investments are authorized for the City only to the extent that they are contained in the portfolios of approved public funds investment pools in which the City invests, or as otherwise provided below.
- The direct investment in reverse repurchase agreements, bankers' acceptances, and commercial paper by the City is not authorized
 - Fully flexible repurchase agreements are authorized in this Policy, to the extent authorized under the Public Funds Investment Act (Texas Government Code 2256.001.) The use of flex repos shall be limited to the investment of bond proceeds and the maturity date of any such agreement shall not exceed the expected proceeds draw schedule.
- (8) Commercial paper is an authorized investment under this subchapter if the commercial paper: (1) has a stated maturity of 365 days or fewer from the date of its issuance; and (2) is rated not less than A-1 or P-1 or an equivalent rating by at least: (A) two nationally recognized credit rating agencies; or (B) one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state. Sec. 2256.013. AUTHORIZED INVESTMENTS: COMMERCIAL PAPER.

6.2

Investment Instruments NOT Authorized. The following instruments are eligible for investment by local government according to state law, but they have been intentionally prohibited for the City by this Policy: mortgage-related obligations, guaranteed investment contracts, options, financial futures contracts and, day trading of long-term securities. In addition to these restricted investments, state law specifically prohibits investment in the following securities:

- (1.) Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
- (2.) Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
- (3.) Collateralized mortgage obligations that have a stated final maturity date of greater than ten years.
- (4.) Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

6.3

Effect of Loss of Required Rating [PFIA 2256.021]

All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating.

Existing Investments

Any investment currently held that is no longer an authorized investment under the

Public Funds Investment Act (PFIA) or this policy but was an authorized investment at the time of purchase, is not required to be liquidated.

7. DIVERSIFICATION. Diversification of investment instruments shall be utilized to avoid incurring unreasonable risks resulting from over-concentration of investments in a specific maturity, a specific issue, or a specific class of securities. With the exception of U.S. Government securities, as authorized in this Policy, and authorized local government investment pools, no more than fifty percent (50%) of the total investment portfolio will be invested in any one security type. Diversification of the portfolio considers diversification by maturity dates and diversification by investment instrument.

7.1

Diversification by Maturities. The longer the maturity of investments, the greater their price volatility. Therefore, it is the City's policy to concentrate its investment portfolio in shorter-term securities in order to limit principal risks caused by change in interest rates. The City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than five (5) years from the date of purchase. However, the above-described obligations, certificates, or agreements may be collateralized using longer-date instruments. The City shall diversify the use of investment instruments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities. Maturity scheduling shall be managed by the Investment Officer so that maturities of investments shall be timed to coincide with projected cash flow needs.

The entire City portfolio, including funds at the City's depository bank, shall comprise one pooled fund group, and the maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio is **3 years**. Investment maturities for debt service interest and sinking funds and/or other types of reserve funds, whose use is never anticipated, may not exceed five(5) years.

7.2

Diversification by Investment Instrument. Diversification by investment instrument shall not exceed the following guidelines for each type of instrument:

	<u>Percentage of Portfolio Maximum</u>
U.S. Treasury Obligations	100%
US Government Agency Securities and Instrumentalities of Government-Sponsored Corporations	80%

Authorized Local Government Investment Pools	100%
Fully Collateralized Certificates of Deposit	50%
Other obligations, guaranteed or insured by, or backed by the full faith of credit of, the State of Texas or the United States	30%
Commercial Paper	40%

7.3

The City shall invest local funds in investments yielding a market rate-of-return while providing necessary protection of the principal consistent with the operating requirements of this section or written policies

8. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS. At this time, the City does not use Brokers or Dealers. Should the City determine a need, the following procedures and requirements will apply:

Financial institutions with and through whom the City invests shall be Primary Government Securities Dealers as defined by the Federal Reserve Bank of New York, regional broker/dealers, or state or national banks domiciled in this state. No public deposit shall be made except in a qualified public depository as established by state laws. Brokers/Dealers authorized to provide investment services to the City may include only those authorized by the City Manager. All banking services will be governed by a depository contract awarded by the City Council. In addition, the Director of Finance shall maintain a list of authorized security brokers/dealers, and investment pools that are authorized by the City Manager and/or the City Council.

8.1

All financial institutions with whom the City does business must supply the following as appropriate: (1) audited financial statements; (2) proof of Financial Industry Regulatory Authority (FINRA) certification; (3) proof of state registration and completed broker/dealer questionnaire; (4) Written acknowledgement of having read the City's investment policy

8.2

An annual review of the financial condition and registration of qualified bidders will be conducted by the Director of Finance. The review may include, but is not limited to, review of rating agency reports, review of call reports, and analyses of management, profitability, capitalization, and asset quality. Financial institutions and brokers/dealers desiring to conduct business with the City shall be required to provide any financial data requested by the City Manager or the Investment Officer. Upon completion of the annual review by the Director of Finance, the financial institutions and brokers/dealers desiring to conduct business with the City shall be

approved by the City Manager.

8.3

Selection criteria for federally insured financial institutions shall include the following: (1) the financial institution must be insured by the FDIC and (2) the financial institution must be incorporated under the laws of the State of Texas or of the United States of America.

8.4

The Investment Officer of the City is responsible for monitoring the investments made by a financial institution and/or broker/dealer to determine that they are in compliance with the provisions of the Investment Policy.

9. DELIVERY VERSUS PAYMENT. It is the policy of the City that all security transactions entered into with the City shall be conducted on a "**DELIVERY VERSUS PAYMENT**" (DVP) basis through the Federal Reserve System. By doing this, City funds are not released until the City has received, through the Federal Reserve wire, the securities purchased. The City shall authorize the release of funds only after receiving notification from the safekeeping bank that a purchased security has been received in the safekeeping account of the City. The notification may be oral but shall be confirmed in writing.

10. SAFEKEEPING AND COLLATERALIZATION.

10.1

Safekeeping. All securities owned by the City shall be held by its safekeeping agent, except the collateral for bank deposits. The collateral for bank deposits will be held in the City's name in the bank's trust department, or alternatively, in a Federal Reserve Bank account in the City's name, or a third-party bank, at the City's discretion. Original safekeeping receipts shall be obtained and held by the City. The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure time deposits.

10.2

Collateralization. Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the City to require full collateralization of all City funds on deposit with a depository bank. The market value of the investments securing the deposit of funds shall be at least equal to the amount of the deposits of funds reduced to the extent that the deposits are insured by the Federal Deposit Insurance Corporation (FDIC).

Securities pledged as collateral shall be held in the City's name, in a segregated account at the Federal Reserve Bank or by an independent third party with whom the City has a current custodial agreement. The agreement is to specify the acceptable investment securities as collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. The safekeeping agreement must clearly state that the safekeeping bank is instructed to release purchased and collateral securities to the City in the event the City has determined that the depository bank has failed to pay on any matured investments in certificates of deposit or has determined that the funds of the City are in jeopardy for whatever reason, including involuntary closure or change of ownership. A clearly marked evidence of ownership, e.g., safekeeping receipt, must be supplied to the City and retained by the City. Any collateral with a maturity over five (5) years must be approved by the Investment Officer before the transaction is initiated. The investment Officer must be notified in writing of Release of collateral or substitution of securities. Financial institutions serving as City depositories will be required to sign a "Depository Agreement" with the City and the City safekeeping agent. The collateralized deposit portion of the agreement shall define the City's rights to collateral in the event of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- the Agreement must be in writing.
- the Agreement must be executed by the Depository and the City contemporaneously with the acquisition of the asset.
- the Agreement must be approved by the Board of Directors of the Loan Committee of the Depository and a copy of the meeting minutes must be delivered to the City; and
- the Agreement must be part of the Depository's "official record" continuously since its execution.

10.2.1 The City may accept the following securities as collateral for bank deposits (V.T.C.A., Government Code, Section 2256.001, et.seq., formerly Article 842a-2, Section 2, V.T.C.S., as amended);

- FDIC insurance coverage.
- A bond, certificate of indebtedness, or Treasury Note of the United States, or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States.
- Obligations, the principal and interest on which are unconditionally guaranteed or insured by the State of Texas.
- A bond of the State of Texas or of a county, city, or other political subdivision

of the State of Texas having been rated as investment grade (investment rating no less than "A" or its equivalent) by a nationally recognized rating agency with a remaining maturity of ten years or less.

- Surety Bonds that meet the requirements of the Public Funds Investment Act; or
- Federal Home Loan Bank Letters of Credit as defined by Chapter 16, Subchapter C of the Local Government Code and by Chapter 726, Acts of the 67th Legislature, Regular Session, 1981 (Article 2529b-1, Vernon's Texas Civil Statutes).

10.2.2 For certificates of deposit and other evidences of deposit, collateral shall be at 102% of market or par, whichever is lower. The market value of collateral will always equal or exceed the principal plus accrued interest of deposits at financial institutions.

10.2.3 Financial institutions, with which the City invests or maintains other deposits, shall provide monthly, and as requested by the Investment Officer, a listing of the collateral pledged to the City, marked to current market prices. The listing shall include total pledged securities itemized by name, type, description, par value, current market value, maturity date, and Moody's or Standard & Poor's rating, if applicable. The City and the financial institution shall jointly assume the responsibility for ensuring that the collateral is sufficient.

11. RESPONSIBILITY AND CONTROL. The Director of Finance shall establish a system of written internal controls, which shall be reviewed annually by independent auditors. The controls shall be designed to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions. The internal controls are to be reviewed annually in conjunction with an external independent audit. This review will provide assurance of compliance with policies and procedures as specified by this Policy. The City, in conjunction with its annual financial audit, shall perform a compliance audit of management controls and adherence to the City's established investment policy.

11.1

Bonding Requirements/Standard of Care. The authorized investment officer(s) shall be a bonded employee. All participants in the investment process shall act responsibly as custodians of the public trust and shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs.

11.2

Standard of Ethics. City staff involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which

could impair the ability to make impartial investment decisions. City staff shall disclose to the City any material interests in firms or businesses that conduct investment matters with the City, and they shall further disclose positions that could be related to the performance of the City portfolio. City staff shall subordinate their personal financial transactions to those of the City, particularly with regard to the timing of purchases and sales.

An investment officer of the City who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the governing body of the City.

11.3

Investment Advisory Committee. An Investment Committee shall be established to determine investment guidelines, general strategies, and monitor performance. Members of this Committee include the Finance Director, the City Manager, and the Deputy City Manager. Additional members may be appointed by the Committee as appropriate. The Committee shall meet quarterly and at such times as necessary to identify strategies for funds to be invested. The Investment Committee shall include in its deliberation such topics as: performance reports, economic outlook, portfolio diversification, maturity structure, potential risk to the City funds, authorized brokers and dealers, eligible investment training sources, and the target rate of return on the investment portfolio.

12. PERFORMANCE. The City's investment portfolio shall be designed to obtain a market rate of return on investments consistent with risk constraints and expected cash flow of the City. The benchmark for performance that is appropriate for the City's cash flow cycle will be) 2-Year Constant Maturity Treasury (CMT)

13. REPORTING. The Director of Finance shall submit a signed quarterly investment report that summarizes current market conditions, economic developments and anticipated investment conditions. The report shall summarize investment strategies employed in the most recent quarter, and describe the portfolio in terms of investment securities, maturities, risk characteristics, and shall explain the total investment return for the quarter.

13.1

Annual Report. Within 60 days of the end of the fiscal year, the Director of Finance shall present an annual report on the investment program and investment activity. This report may be presented as a component of the fourth quarter report to the City Manager and City Council. The reports prepared by the Director of Finance shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the City Council by that auditor.

Methods. The quarterly investment report shall include a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the past quarter. This management summary will be prepared in a manner that will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report will be prepared in compliance with generally accepted accounting principles. The report will be provided to the City Manager and City Council. The report will include the following:

- A listing of individual securities held at the end of the reporting period. This list will include the name of the fund or pooled group fund for which each individual investment was acquired.
- Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period. Market values shall be obtained from financial institutions or portfolio reporting services independent from the broker/dealer from which the security was purchased.
- Additions and changes to the market value during the period.
- Fully accrued interest for the reporting period.
- Average weighted yield to maturity of portfolio on entity investments as compared to applicable benchmarks.
- Listing of investments by maturity date.
- The percentage of the total portfolio which each type of investment represents; and
- Statement of compliance with the City's investment portfolio with State Law and the investment strategy and policy approved by the City Council.

14. INVESTMENT POLICY ADOPTION AND AMENDMENT. The City's Investment Policy shall be adopted and amended by resolution of the City Council only. The City's written policies and procedures for investments are subject to review not less than annually to stay current with changing laws, regulations and needs of the City. Any changes or modifications to this Investment Policy, if any, shall be approved, and adopted by a formal resolution of the City Council.

GLOSSARY OF TERMS

The Investment Policy contains specialized and technical terminology that is unique to cash management and investment activities. The following glossary of terms is provided to assist in understanding these terms.

Affinity. Related through marriage.

Agencies. See U.S. Agency securities.

Bankers' Acceptances. A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer. When discounted and sold in the secondary market, bankers' acceptances become a short-term investment alternative.

Book Value. The cost of a security as recorded in the City's accounting records. For purposes of evaluating a sale of a security, it is a function of the original cost, the amortization of premium or discount, and the accrued interest. Specifically, it is the face value of the security plus the accrued interest plus any unamortized premium or minus any unamortized discount. Book value is often compared to market value, which is defined below.

Broker. A person or company that, for a fee or commission, brings buyers and sellers of securities together.

Certificate of Deposit. A time deposit with a specific maturity evidenced by a certificate.

Collateral. In general, assets which one party pledges as a guarantee of performance. Specifically, securities pledged by a bank to secure deposits of public monies. In the event of bank failure, the securities become the property of the public entity.

Collateralized Mortgage Obligations (CMO's). Securities based on a pool of home mortgages.

Commercial Paper. An unsecured promissory note issued primarily by corporations for a specific amount and maturing on a specific day. The maximum maturity for commercial paper is 270 days, but most frequently maturities do not exceed 30 days. Almost all commercial paper is rated by a rating service.

Consanguinity. Related by blood.

Coupon. The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. Also, a certificate attached to a bond indicating interest due on a payment date.

Credit Risk. The uncertainty that the principal amount of an investment will be returned without loss of value to the default of the borrower.

CUSIP. A unique security identification number assigned to securities maintained and transferred on the Federal Reserve book-entry system.

Dealer. A person or company that endeavors to profit from buying and selling investments for its own account.

Delivery versus Payment (DVP). A method of delivering securities that requires the simultaneous exchange of the security and the payment. It provides a safeguard against paying for securities before they are received.

Demand Deposits. Deposits at a financial institution that are available to the depositor upon the depositor's demand.

Depository Bank. The primary bank of the City. The relationship between the depository bank the City is governed by state law and by a depository contract that is approved by the City Council.

Discount. The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale is also considered to be at a discount.

Discount Securities. Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury Bills.

Diversification. The strategy of dividing investments among a variety of securities offering independent risks and yields. Diversification lessens the likelihood of losing the entire portfolio of investments and averages yields among the investment alternatives.

Discount. The difference between the cost of a security and its value at majority, in cases where the cost is less than the value at maturity.

Fully Flexible Repurchase Agreement ("flex repo"). A specialized contract designed for the short-term investment of proceeds available from the sale of municipal bonds, notes and certificates. Flex repos allow for incremental repurchases, with the buyer/issuer (the City) retaining the right to force the seller to repurchase all, or a portion of, the sold securities held under repurchase agreement, at any time before the maturity date of the agreement, at a fixed rate for the life of the agreement.

Hold Until Maturity. This investment strategy is intended to avoid interest rate risk by maintaining ownership of an investment until it matures. At maturity, the face value of the security is received, but in some cases where a security is sold before maturity, less than the face value and the book value is received. Please see interest rate risk defined below.

Federal Deposit Insurance Corporation (FDIC). An independent federal agency insuring deposits up to \$250,000 in U.S. member banks and thrifts in the event of bank failures.

Federal Funds Rate. The rate of interest at which Federal funds are traded. This key overnight rate determines, in large part, the rate at which overnight repurchase agreements will trade. When the Federal Reserve "raises rates", the target fed funds rate is increased and other short-term security yields follow. Since pools and money market funds invest

heavily in short-term securities, their rates often approximate the fed funds rate at any given point in time.

Federal Home Loan Banks (FHLB). Created in 1932, this system consists of 12 regional banks, which are owned by private member institutions and regulated by the Federal Housing Finance Board. Functioning as a credit reserve system, it facilitates extension of credit through its owner members. Federal Home Loan Bank issues are joint and several obligations of the 12 Federal Home Loan Banks.

Federal Home Loan Mortgage Corporation (FHLMC or Freddie Mac). "Freddie Mac" was created in 1970 to assist its sister company Fannie Mae by purchasing mortgage loans in the secondary market, pooling them together and selling them to investors in the form of a mortgage-backed security. By providing a secondary market for home loans, Freddie Mac increases the amount of money available for mortgage lending. Like Fannie Mae, Freddie Mac issues debt in maturity ranges from one-day to 30 years. Its long-term senior debt rating is also AA+/AAA, and in September 2008, it too was placed under Federal government conservatorship as a result of a significant decline in the underlying market value of the mortgage loans it held and guaranteed. *Freddie Mac is now owned and operated by the U.S. government*

Federal National Mortgage Association (FNMA or Fannie Mae). "Fannie Mae" was created in 1938 during the Great Depression to provide a secondary market for mortgage loans by purchasing groups of loans from lenders and packaging them into pools of mortgage-backed securities that can then be sold to investors. To facilitate this process, Fannie Mae also issues debt in maturity ranges from one-day to 30 years. The company's long-term senior debt rating is currently AAA. Although Fannie Mae had operated as a private company since 1968, it was placed under Federal government conservatorship in September 2008 as a result of a significant decline in the underlying market value of the mortgage loans it held and guaranteed. *Fannie Mae is now owned and operated by the U.S. government*

Interest Rate Risk. The uncertainty of the return of principal on fixed rate securities that are sold prior to maturity. When interest rates rise, the market value of fixed rate securities decreases.

Internal Control. Policies and procedures that are established to provide reasonable assurance that specific government objectives are achieved and that assets are safeguarded.

Investment. The purchase of securities which, upon analysis, promise safety of principal and a satisfactory return. These factors distinguish investment from speculation.

Investment Objective. The aim, goal or desired end of action of the investment activity.

Investment Pool. An investment vehicle created to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are safety, liquidity, and yield. (Sometimes called Local Government Investment Pool.)

Laddered Maturity. An investment strategy whereby investments are purchased to mature at regular intervals.

Liquidity. The measure of an investment's ability to be converted quickly and easily into cash without a substantial loss of value.

Local Government Investment Pool. See Investment Pool.

Market Rate of Return. A general term referring to the approximate interest rate that could be earned by an investor in a specific maturity range at any given point in time. For example, an investor seeking to earn a "market rate of return" while maintaining an investment portfolio with an average maturity of 90 days, would hope to earn approximately the same as a three-month agency discount note. If the investor earns a rate much higher than this, it might signal an inappropriate level of risk.

Market Risk. The uncertainty of the value of the City's portfolio arising from changes in the market conditions of investment securities.

Market Value. The price, including accrued interest, at which a security is trading for which it can be readily sold or purchased.

Maturity. The date upon which the principal or stated value of an investment becomes due and payable.

Money Market Mutual Fund. A mutual fund that purchases short-term debt instruments, such as Treasury Bills, commercial paper, and bankers' acceptances, and which strives to maintain a stable net asset value of \$1.00.

Mutual Fund. Investment companies that sell shares to investors, offering investors diversification and professional portfolio management. Prices generally fluctuate with the performance of the fund.

Net Asset Value. The ratio of the market value of the portfolio divided by the book value of the portfolio

Par. The value of a security as expressed on its face (face value) without consideration of a discount or premium.

Pledge. The grant of a collateral interest in investment securities by the depository bank as assurance of the safety of City deposits.

Pooled Fund Group. The combination of various accounts and funds of the City in a single, internally created investing entity.

Portfolio. The collection of securities held by an investor.

Primary Dealer. A group of government securities dealers who submit daily reports of market

activity and inventory positions to the Federal Reserve Bank of New York and are subject to its formal oversight. Primary dealers are required to "make a market" in U.S. Government securities, participate in Treasury auctions, provide the Fed with market information and analysis, and work with the Fed to implement monetary policy. As of September 2024, there were 24 Primary Dealers. A current list is available at <https://www.newyorkfed.org/markets/primarydealers>

Principal. The capital sum of an investment, as distinguished from interest.

Premium. The difference between the principal price and the face value at maturity in cases where the purchased principal is higher than the face value.

Rate-of-Return. See Yield.

Repurchase Agreement (REPO). An investment arrangement in which the holder of a security sells that security to an investor (the City) with an agreement to repurchase the security at a fixed price and on a fixed date.

Reverse Repurchase Agreement. An investment arrangement by which the City sells a security to a third party, such as a bank or broker/dealer, in return for cash and agrees to repurchase the instrument from the third party at a fixed price and on a fixed date. The City would then use the cash to purchase additional investments. This type of investment is prohibited in the City's portfolio, except to the extent used by local government investment pools with which the City invests.

Safekeeping. An arrangement whereby a bank holds investment securities in exchange for a fee.

Safety. The assurance of the undiminished return of the principal of the City's investments and deposits.

Secondary Market. A market for the purchase and sales outstanding securities following their initial distribution.

SEC Rule ISCJ-1 (Uniform Net Capital Rule). Security and Exchange Commission requirement that member firms and nonmember broker/dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1.

Security. A financial instrument that signifies an ownership interest, the right to an ownership interest, or creditor status.

Security Risks. The uncertainty of the value of a security dependent on its particular qualities.

Time Deposits. Deposits at the depository bank that are not due and payable until a specific date.

United States Agency Securities. Debt instruments issued by an executive department, an independent federal establishment, or a corporation or other entity established by Congress which is owned in whole or in part by the United States of America.

United States Treasury Securities. Debt instruments issued by the Treasury of the United States.

- **Treasury Bills** are issued for short-term borrowings (less than one year).
- **Treasury Notes** are issued for mid-term borrowings (Two. - ten years).
- **Treasury Bonds** are issued for long- term borrowings (over ten years).

Yield. The rate of annual income return on an investment, expressed as a percentage.

**TEXAS PUBLIC FUNDS INVESTMENT
ACT
CERTIFICATION BY BUSINESS ORGANIZATION**

CITY OF GLENN HEIGHTS, TEXAS

This certification is executed on behalf of the City of Glenn Heights, Texas (the "City"), and _____ ("The Business Organization") , pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code (the "Act") in connection with investment transactions conducted between the City and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

1. The undersigned is a Qualified Representative of the Business Organization offering to enter an investment transaction with the Investor as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code; and
2. The Qualified Representative of the Business Organization has received and reviewed the Investment Policy furnished by the City; and
3. The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the City that are not authorized by the City's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of Business Organization

Firm: _____

Signature

Printed Name: _____

Title: _____

Date: _____

LIST OF QUALIFIED INSTITUTIONS

A list of institutions that are authorized to engage in investment transactions with the City shall, at least annually, be reviewed, revised, and adopted. The following institutions, listed by type, are authorized for use by the investment officer.

Brokers / Dealers	Local Government Investment Pools
See Meeder's Approved List	TexStar
	Texas Connect
	LOGIC
Banking Institutions	
Prosperity Bank	

This list shall be revised when necessary throughout the year to account for additions and deletions.

RESOLUTION NO. R-10-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS ADOPTING THE INVESTMENT POLICY ATTACHED HERETO AS EXHIBIT "A"; DECLARING THAT THE CITY COUNCIL HAS COMPLETED ITS REVIEW OF THE INVESTMENT POLICY AND INVESTMENT STRATEGIES OF THE CITY AND THAT EXHIBIT "A" INCLUDES ANY CHANGES TO BOTH THE INVESTMENT POLICY AND THE INVESTMENT STRATEGIES; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the Public Fund Investment Act, Chapter 2256, TEX. GOV'T CODE, the City Council of the City of Glenn Heights, Texas, has heretofore adopted an investment policy; and

WHEREAS, Section 2256.005, TEX. GOV'T CODE requires the City Council to review the investment policies and investment strategies and to adopt a resolution or order stating the review has been completed and recording any changes made to either the investment policies or investment strategies; and

WHEREAS, the City Council of the City of Glenn Heights has reviewed the City's investment policies and strategies and, to the extent of any conflicts, amends the City's investment policy by the adoption of the policies and strategies contained in Exhibit "A."

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

SECTION 1. The City of Glenn Heights Investment Policy attached hereto as Exhibit "A" be the same is hereby adopted and shall govern the investment policies and investment strategies for the City and shall define the authority of the investment official of the City from and after the effective date of this resolution.

SECTION 2. The City Council of the City of Glenn Heights, Texas has completed its review of the investment policies and investment strategies and any changes made to either the investment policies or investment strategies are recorded in Exhibit "A" hereto. The City further authorizes the investment of funds in accordance with the terms of the investment policies and strategies, and authorizes the City Manager to forward a copy of this Resolution and the accompanying Investment Policy to all entities bearing financial interest in the transactions of the City.

SECTION 3. All provisions of the Resolutions of the City of Glenn Heights, Texas, in conflict with the provisions of this Resolution be and the same are hereby repealed, and all other provisions not in conflict of this Resolution shall remain in full force and effect.

SECTION 4. That should any word, sentence, paragraph, subdivision, clause, phrase, or section of this resolution be adjudged or held to be invalid, void or unconstitutional, the same shall not affect the validity of the remaining portions of this resolution, which shall remain in full force and effect.

SECTION 5. 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 7th day of April 2026.

APPROVED:

Sonja A. Brown, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Kellie McKee, City Attorney

**Glenn Heights Investment Policy
Exhibit "A"**



CITY OF GLENN HEIGHTS, TEXAS

INVESTMENT POLICY

APRIL 7, 2026

CITY OF GLENN HEIGHTS, TEXAS

INVESTMENT POLICY

PREFACE

It is the policy of the City of Glenn Heights {the "City") that after allowing for the anticipated cash flow requirements of the City and giving due consideration to the safety and risks of investments, all available funds shall be invested in conformance with these legal and administrative guidelines to obtain a market rate of return.

Effective cash management is recognized as essential to good fiscal management. An active cash management and investment policy will be pursued to take advantage of investment interest as a viable and material source of revenue for City funds. The City's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with state and local law. The City will invest public funds in a manner that will provide the maximum security and a market rate of return while meeting the daily cash flow demands of the City.

The City is required under the Public Funds Investment Act {Chapter 2256 of the Texas Government Code) to adopt a formal written Investment Policy for the investment of public funds. These policies serve to satisfy the statutory requirement (specifically the Public Funds Investment Act, Chapter 2256 of the Texas Government Code {the "Act") to define, adopt and review a formal investment strategy and policy.

CITY OF GLENN HEIGHTS, TEXAS

INVESTMENT POLICY

TABLE OF CONTENTS

1. PURPOSE.....	1
2. INVESTMENT STRATEGY	1
3. SCOPE	4
4. INVESTMENT OBJECTIVES	4
5. INVESTMENT RESPONSIBILITY	5
6. AUTHORIZED INVESTMENTS	7
7. DIVERSIFICATION	11
8. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS	12
9. DELIVERY VERSUS PAYMENT.....	13
10.SAFEKEEPING AND COLLATERALIZATION	13
11.RESPONSIBILITY AND CONTROL	15
12.PERFORMANCE.....	16
13.REPORTING.....	16
14.INVESTMENT POLICY ADOPTION AND AMENDMENT	17
GLOSSARY OF TERMS.....	18
CERTIFICATION OF BUSINESS ORGANIZATION SAMPLE FORM	
LIST OF QUALIFIED INSTITUTIONS	

1. **PURPOSE.** The purpose of this investment policy (the "Policy") is to set forth specific investment policy and strategy guidelines for the City in order to achieve the goals of safety and liquidity, achieve a market rate of return, and maintain public trust in all investment activities. On an annual basis, the City Council shall review the investment strategy and policy and shall approve Policy revisions, if any, by formal resolution.
2. **INVESTMENT STRATEGY.** The City maintains a comprehensive and proactive cash management program that is designed to monitor and control all City funds to ensure maximum utilization and yield a market rate of return. (For the purpose of this policy, a "market rate of return" refers to the approximate interest rate that could be earned by an investor in a specific maturity range at any given point in time. For example, an investor seeking to earn a market rate of return while maintaining an investment portfolio with an average maturity of 90 days, would hope to earn approximately the same as a three-month agency discount note. If the investor earns a rate much higher than this, it might signal an inappropriate level of risk). The basic and underlying strategy of this program is that all the City's funds are earning interest. It is the responsibility and obligation of the City to maintain a flexible approach and be prepared to modify the investment strategy as market conditions dictate. The investment strategy described is predicated on conditions as now exist and are subject to change. The investment strategy emphasizes low credit risk, diversification, and the management of maturities. The strategy also considers the expertise and time constraints of the investment officers. The allowable investment instruments as defined in Section 6 of this Policy reflect the avoidance of credit risk. Diversification refers to dividing investments among a variety of securities offering independent returns. This strategy uses local government investment pools to achieve diversification. The management of maturities refers to structuring the maturity dates of the direct investments so that, while funds are initially invested for a longer period of time, some investments mature as cash needs require.

2.1

The primary investment strategy and objectives of the City as specified in this Policy are listed below, in their order of importance (See Section 4):

- Safety and preservation of principal.
- Maintenance of sufficient liquidity to meet operating needs.
- Achieve a market rate of return on the investment portfolio; and
- Always seek to maintain public trust by adhering to the above stated objectives

2.2

The list of investments authorized by this Policy intentionally excludes some investments allowed by state law. The restrictions limit possible credit risk and provide the maximum measure of safety. Within the investment objectives, the investment strategy is to utilize authorized investments for maximum advantage

to the City. To increase the interest earnings for funds identified as being available for investment over longer periods of time based upon a cash requirements projection, the City will consider the following strategies:

2.2.1 Strategy No. 1.

Diversifying the City's investment opportunities through the use of local government investment pools and money market mutual funds as authorized by the City Council. An investment pool is an entity created to invest public funds jointly on behalf of its' participants and whose investment objectives in order of priority match those objectives of the City. Funds are usually available from investment pools on a same-day basis, meaning the pools have a high degree of liquidity. Because of the size and expertise of their staff, investment pools can prudently invest in a variety of the investment types allowed by state law. In this manner, investment pools achieve diversification. Funds that may be needed on a short-term basis but that are more than the amount maintained at the depository bank are available for deposit in investment pools.

2.2.2 Strategy No. 2.

Building a ladder of Investment Policy authorized securities with staggered maturities for all or part of the longer-term investable funds. The benefits of this ladder approach include the following:

- It is straight-forward and easily understood.
- It represents a prudent diversification method.
- All investments remain within the approved maturity horizon.
- It will normally allow the City to capture a reasonable portion of the yield curve; and
- It provides predictable cash flow with scheduled maturities and reinvestment opportunities.

2.2.3. Strategy No. 3.

At this time, the City does not use an investment management firm. Should the City determine a need, the following strategy will apply:

Pursuant to the Public Funds Investment Act {Texas Government Code 2256.003}, the City may, at its discretion, contract with an investment management firm registered under the Investment Advisors Act of 1940 (15 U.S.C. Section 80b-1 et seq.) and with the State Securities Board to provide for investment and non-discretionary management of its public funds or other funds under its control.

An appointed Investment Advisor shall act solely in an advisory and administrative capacity within the guidelines of this Investment Policy. At no time shall the advisor take

possession of securities or funds or otherwise be granted discretionary authority to transact business on behalf of the City. Any contract awarded by the City Council for investment advisory services may not exceed two years, with an option to extend by mutual consent of both parties.

Duties of the Investment Advisor shall include, but not be limited to, assistance in purchasing securities, securities clearance, producing required reports, pricing the portfolio, performing due diligence on broker/dealers, market monitoring and economic review.

Any Investment Advisor contracted by the City shall abide by the *Prudent Expert Rule*, whereby investment advice shall, at all times, be given with the judgment and care, under circumstances then prevailing, which persons paid for their special prudence, discretion and intelligence in such matters exercise in the management of their client's affairs, not for speculation by the client or production of fee income by the advisor or broker, but for investment by the client with emphasis on the probable safety of the capital while considering the probable income to be derived.

2.2.4 Strategy No. 4.

The City will maintain portfolio(s) that utilize four specific investment strategy considerations designed to address the unique characteristics of the fund group(s) represented in the portfolio(s):

2.2.4.1 Investment strategies for operating funds and pooled funds containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio that will experience minimal volatility during economic cycles through diversification by security type, maturity date and issuer. All security types, as authorized by this policy, are considered suitable investments for the operating and pooled funds. Securities may not be purchased that have a final maturity date that exceeds three (3) years.

2.2.4.2 Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date(s). These funds have predictable payment schedules. Therefore, investment maturities shall not exceed the anticipated cash flow requirements.

2.2.4.3 Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund. Managing the Debt Service Reserve Fund's portfolio maturities to not exceed the call provisions of the bond issue will reduce the investment's market risk if the City's bonds are called and the reserve fund liquidated. No investment maturity shall exceed the final maturity of the bond issue.

2.2.4.4 The investment strategy for capital projects funds' portfolios has as its primary

objective the assurance that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 20% in highly liquid securities to allow for flexibility and unanticipated project outlays. The stated final maturity dates of securities held should not exceed the estimated project completion date.

2.2.5 Strategy No. 5.

Hold until Maturity. The strategy of the City is to maintain sufficient liquidity in its portfolio so that it does not need to sell a security prior to maturity. Should it become necessary to sell a security prior to maturity, where the sale proceeds are less than the current book value, the prior written consent of the City Manager must be obtained. Securities may be sold prior to maturity by the Investment Officer at or above their book value at any time. The result of all sales of securities prior to maturity shall be reported to the City Manager within two business days of the sale. The report shall provide the amount of proceeds from the sale, including accrued interest to the date of sale, less the current book value and the dollar amount of gain on the sale.

2.2.6 Strategy No. 6.

Depository Bank Relationships. This Policy shall further seek to maintain good depository bank relationships while minimizing the cost of banking services. The City will seek to maintain a depository contract that will be managed to a level that minimizes the cost of the banking relationship to the City, while allowing the City to earn an appropriate return on idle demand deposits.

2.2.7 Strategy No. 7.

Maximizing Investable Cash Balances. Procedures shall be established and implemented in order to *maximize* investable cash by decreasing the time between the actual collection and the deposit of receipts, and by the controlling of disbursements.

3. SCOPE. The Investment Policy shall govern the investment of all financial assets considered to be part of the City entity and includes the following funds or fund types: the General Fund, Enterprise Funds, Special Revenue Funds, General Obligation Interest and Sinking Fund, Capital Projects Funds, Water and Sewer Utility Fund, Drainage Utility Fund, and any other funds which have been contractually delegated to the City for management purposes. The City may add or delete funds as may be required by law, or for proper accounting procedures. This policy does not include funds governed by approved trust agreements, or assets administered for the benefit of the City by outside agencies under retirement or deferred compensation programs. Additionally, bond funds (including debt service and reserve funds) are governed by bond ordinances and are subject to the provisions of the Internal Revenue Code and applicable federal regulations governing the investment of bond proceeds.

4. INVESTMENT OBJECTIVES. Funds of the City shall be invested in accordance with all

applicable Texas statutes, this Policy and any other approved, written administrative procedures. The four objectives of the City's investment activities shall be as follows (in the order of priority):

4.1

Safety of Principal. Safety of principal invested is the foremost objective in the investment decisions of the City. Each investment transaction shall seek to ensure the preservation of capital in the overall portfolio. The risk of loss shall be controlled by investing only in authorized securities, as defined in this Policy, by qualifying the financial institutions with whom the City will transact business and through portfolio diversification. Safety is defined as the undiminished return of the principal on the City's investments.

4.2

Liquidity. The investment portfolio shall be managed to maintain liquidity to ensure that funds will be available to meet the City's cash flow requirements and by investing in securities with active secondary markets. Investments shall be structured in such a manner as will provide the liquidity necessary to pay obligations as they become due. A security may be liquidated prior to its stated maturity to meet unanticipated cash requirements, or to otherwise favorably adjust the City's portfolio, in accordance with Section 2.2.5 above.

4.3

Market Rate-of-Return (Yield). The City's investment portfolio shall be designed to optimize a market rate-of-return on investments consistent with risk constraints and cash flow requirements of the portfolio. The investment portfolio shall be managed in a manner that seeks to attain a market rate of return throughout budgetary and economic cycles. The City will not attempt to consistently attain an unrealistic above market rate-of-return, as this objective will subject the overall portfolio to greater risk. Therefore, the City's rate of return objective is secondary to those of safety and liquidity. Rate of return (yield) is defined as the rate of annual income return on an investment, expressed as a percentage.

4.4

Public Trust. All participants in the City's investment program shall seek to act responsibly as custodians of the public trust. Investment officials shall avoid any transaction that might involve a conflict of interest or otherwise impair public confidence in the City's ability to govern effectively. All officials of the City having either a direct or indirect role in the process of investing idle funds shall act responsibly as custodians of the public trust.

5. INVESTMENT RESPONSIBILITY. As provided in this policy, the daily operation and management of the City's investments are the responsibility of the following person.

5.1

Delegation of Authority. The City Manager and the Director of Finance are authorized to deposit, withdraw, invest, transfer or manage in any other manner the funds of the City. Management responsibility for the investment program is hereby delegated to the Director of Finance, who shall establish written procedures for the operation of the investment program, consistent with this Policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. All persons involved in investment activities will be referred to in this Policy as "Investment Officers." No persons may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the Director of Finance. The Director of Finance shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate Investment Officials. The system of controls shall be designed to provide reasonable assurance that the assets of the City are protected from loss, theft or misuse. The concept of reasonable assurance recognizes that:

- (1) the cost of a control should not exceed the benefits likely to be derived; and
- (2) the valuation of costs and benefits requires estimates and judgments by management.

Commitment of financial and staffing resources in order to maximize total return through active portfolio management shall be the responsibility of the City Council.

5.2

Prudence. The standard of prudence to be applied by the Investment Officer shall be the "prudent investor" rule, which states, "investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." In determining whether the Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the following:

5.2.1 the investment of all funds over which the Investment Officer had responsibility rather than a consideration as to the prudence of a single investment; and

5.2.2 whether the investment decision was consistent with the written investment Policy and procedures of the City.

5.3

Due Diligence. The Investment Officer acting in accordance with written policies and

procedures and exercising due diligence shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported in a timely manner and that appropriate action is taken to control adverse developments. All Investment Officers involved in investment transactions will be bonded.

5.4

Ethical Standards and Conflicts of Interest. All City Investment Officers having a direct or indirect role in the investment of City funds shall act as custodians of the public trust, avoiding any transaction which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. An Investment Officer who has a personal business relationship with the depository bank or with any entity seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree of affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council.

5.5

Investment Training. The Investment Officers shall attend at least one training session of at least ten (10) hours relating to the officer's responsibility under the Public Funds Investment Act within twelve (12) months after assuming duties and attend an investment training session not less than once every two years, receiving an additional eight (8) hours of training. Such training from an independent source shall be approved by the City Manager and endorsed by either the Government Finance Officers Association of Texas, the Government Treasurers Organization of Texas, the Texas Municipal League, the North Central Texas Council of Governments, or the University of North Texas Center for Public Management.

6. AUTHORIZED INVESTMENTS. As stated previously, safety of principal is the primary objective in investing public funds and can be accomplished by limiting two types of risk-credit risk and interest rate risk. Credit risk is the risk associated with the failure of a security issuer or backer to repay principal and interest in full. Interest rate risk is the risk that the value of a portfolio will decline due to an increase in the general level of interest rates. In order to provide safety of principal as the City's primary objective, only certain investments are authorized as acceptable investment for the City. The following list of authorized investments for the City intentionally excludes some of the investments authorized by law. These restrictions are placed in order to limit possible risk and provide maximum measure of safety to City funds.

6.1

Authorized and Acceptable Investments. The authorized list of investment instruments are as follows:

- (1) Obligations of the United States or its agencies and instrumentalities, excluding mortgage-backed securities.
- (2) Direct obligations of the State of Texas, or its agencies and instrumentalities.
- (3) Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by, or backed by the full faith of credit of, the State of Texas or the United States or their respective agencies and instrumentalities, excluding mortgage-backed securities.
- (4) Collateralized Certificates of Deposit. A certificate of deposit issued by a depository institution that has its main office or branch office in the state and is:
 - Guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor.
 - Secured by Obligations that are described by section 2256.009(a) of the Public Funds Investment Act, including mortgage-backed securities directly issued by a federal agency or instrumentality, but excluding those mortgage-backed securities of the nature described in Section 2256.009(b) of the Act; or
 - Secured in any other manner or amount provided by law for deposits of the City.
 - In addition, separate CDs issued by depositories wherever located, bundled together into a single investment with the full amount of principal and interest of each CD federally insured, may be purchased through a selected depository institution with its main office or branch office in Texas.

This depository shall act as the custodian for the various certificates on behalf of the City.

- (5) Eligible Local Government Investment Pools. Public funds investment pools which invest in instruments and follow practices allowed by the current law as defined in Section 2256.01 6 of the Texas Government Code, provided that:

- the investment pool has been authorized by the City Council.
- the pool shall have furnished the Investment Officer an offering circular containing the information required by Section 2256.016(b) of the Texas Government Code.
- the pool shall furnish the Investment Officer investment transaction confirmations with respect to all investments made with it.
- the pool shall furnish to the Investment Officer monthly reports containing the information required under Section 2256.016(c) of the Texas Government Code.
- the pool is continuously rated no lower than "AAA" or "AAA-m" or an equivalent rating by at least one nationally recognized rating service.
- the pool marks its portfolio to market daily.
- the pool's investment objectives shall be to maintain a stable net value of one dollar (\$1.00); and
- the pool's investment philosophy and strategy are consistent with this Policy.

(6) Regulated No-Load Money Market Mutual Funds. These investments are authorized under the following conditions:

- The money market mutual fund is registered with and regulated by the Securities and Exchange Commission.
- the fund provides the City with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940.
- the fund has a dollar-weighted average portfolio maturity of sixty (60) days or less.
- the investment objectives include the maintenance of a stable net asset value of one dollar (\$1 .00) per share; and
- the fund is continuously rated no lower than "AAA" or an equivalent rating by at least one nationally recognized rating service.
- The City may not invest funds under its control in an amount that exceeds 10% of the total assets of any individual money market mutual fund.

- (7) Repurchase Agreements, Reverse Repurchase Agreements, Bankers' Acceptances. These investments are authorized for the City only to the extent that they are contained in the portfolios of approved public funds investment pools in which the City invests, or as otherwise provided below.
- The direct investment in reverse repurchase agreements, bankers' acceptances, and commercial paper by the City is not authorized
 - Fully flexible repurchase agreements are authorized in this Policy, to the extent authorized under the Public Funds Investment Act (Texas Government Code 2256.001.) The use of flex repos shall be limited to the investment of bond proceeds and the maturity date of any such agreement shall not exceed the expected proceeds draw schedule.
- (8) Commercial paper is an authorized investment under this subchapter if the commercial paper: (1) has a stated maturity of 365 days or fewer from the date of its issuance; and (2) is rated not less than A-1 or P-1 or an equivalent rating by at least: (A) two nationally recognized credit rating agencies; or (B) one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state. Sec. 2256.013. AUTHORIZED INVESTMENTS: COMMERCIAL PAPER.

6.2

Investment Instruments NOT Authorized. The following instruments are eligible for investment by local government according to state law, but they have been intentionally prohibited for the City by this Policy: mortgage-related obligations, guaranteed investment contracts, options, financial futures contracts and, day trading of long-term securities. In addition to these restricted investments, state law specifically prohibits investment in the following securities:

- (1.) Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
- (2.) Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
- (3.) Collateralized mortgage obligations that have a stated final maturity date of greater than ten years.
- (4.) Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

6.3

Effect of Loss of Required Rating [PFIA 2256.021]

All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating.

Existing Investments

Any investment currently held that is no longer an authorized investment under the Public Funds Investment Act (PFIA) or this policy but was an authorized investment at the time of purchase, is not required to be liquidated.

7. DIVERSIFICATION. Diversification of investment instruments shall be utilized to avoid incurring unreasonable risks resulting from over-concentration of investments in a specific maturity, a specific issue, or a specific class of securities. With the exception of U.S. Government securities, as authorized in this Policy, and authorized local government investment pools, no more than fifty percent (50%) of the total investment portfolio will be invested in any one security type. Diversification of the portfolio considers diversification by maturity dates and diversification by investment instrument.

7.1

Diversification by Maturities. The longer the maturity of investments, the greater their price volatility. Therefore, it is the City's policy to concentrate its investment portfolio in shorter-term securities in order to limit principal risks caused by change in interest rates. The City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than five (5) years from the date of purchase. However, the above-described obligations, certificates, or agreements may be collateralized using longer-date instruments. The City shall diversify the use of investment instruments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities. Maturity scheduling shall be managed by the Investment Officer so that maturities of investments shall be timed to coincide with projected cash flow needs.

The entire City portfolio, including funds at the City's depository bank, shall comprise one pooled fund group, and the maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio is three (3) years. Investment maturities for debt service interest and sinking funds and/or other types of reserve funds, whose use is never anticipated, may not exceed five (5) years.

7.2

Diversification by Investment Instrument. Diversification by investment instrument shall not exceed the following guidelines for each type of instrument:

Investment Type	Percentage of Portfolio Maximum
U.S. Treasury Obligations	100%
US Government Agency Securities and Instrumentalities of Government-Sponsored Corporations	80%
Authorized Local Government Investment Pools	100%
Fully Collateralized Certificates of Deposit	50%
Other obligations, guaranteed or insured by, or backed by the full faith of credit of, the State of Texas or the United States	30%
Commercial Paper	40%

7.3

The City shall invest local funds in investments yielding a market rate-of-return while providing necessary protection of the principal consistent with the operating requirements of this section or written policies

8. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS. At this time, the City does not use Brokers or Dealers. Should the City determine a need, the following procedures and requirements will apply:

Financial institutions with and through whom the City invests shall be Primary Government Securities Dealers as defined by the Federal Reserve Bank of New York, regional broker/dealers, or state or national banks domiciled in this state. No public deposit shall be made except in a qualified public depository as established by state laws. Brokers/Dealers authorized to provide investment services to the City may include only those authorized by the City Manager. All banking services will be governed by a depository contract awarded by the City Council. In addition, the Director of Finance shall maintain a list of authorized security brokers/dealers, and investment pools that are authorized by the City Manager and/or the City Council.

8.1

All financial institutions with whom the City does business must supply the following as appropriate: (1) audited financial statements; (2) proof of Financial Industry Regulatory Authority (FINRA) certification; (3) proof of state registration and completed broker/dealer questionnaire; (4) Written acknowledgement of having read the City's investment policy

8.2

An annual review of the financial condition and registration of qualified bidders will be conducted by the Director of Finance. The review may include, but is not limited to, review of rating agency reports, review of call reports, and analyses of management, profitability, capitalization, and asset quality. Financial institutions and brokers/dealers desiring to conduct business with the City shall be required to provide any financial data requested by the City Manager or the Investment Officer. Upon completion of the annual review by the Director of Finance, the financial institutions and brokers/dealers desiring to conduct business with the City shall be approved by the City Manager.

8.3

Selection criteria for federally insured financial institutions shall include the following: (1) the financial institution must be insured by the FDIC and (2) the financial institution must be incorporated under the laws of the State of Texas or of the United States of America.

8.4

The Investment Officer of the City is responsible for monitoring the investments made by a financial institution and/or broker/dealer to determine that they are in compliance with the provisions of the Investment Policy.

9. DELIVERY VERSUS PAYMENT. It is the policy of the City that all security transactions entered into with the City shall be conducted on a "**DELIVERY VERSUS PAYMENT**" (DVP) basis through the Federal Reserve System. By doing this, City funds are not released until the City has received, through the Federal Reserve wire, the securities purchased. The City shall authorize the release of funds only after receiving notification from the safekeeping bank that a purchased security has been received in the safekeeping account of the City. The notification may be oral but shall be confirmed in writing.

10. SAFEKEEPING AND COLLATERALIZATION.

10.1

Safekeeping. All securities owned by the City shall be held by its safekeeping agent, except the collateral for bank deposits. The collateral for bank deposits will be held in the City's name in the bank's trust department, or alternatively, in a Federal Reserve Bank account in the City's name, or a third-party bank, at the City's discretion. Original safekeeping receipts shall be obtained and held by the City. The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure time deposits.

10.2

Collateralization. Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the City to require full collateralization of all City funds on deposit with a depository bank. The market value of the investments securing the deposit of funds shall be at least equal to the amount of the deposits of funds reduced to the extent that the deposits are insured by the Federal Deposit Insurance Corporation (FDIC).

Securities pledged as collateral shall be held in the City's name, in a segregated account at the Federal Reserve Bank or by an independent third party with whom the City has a current custodial agreement. The agreement is to specify the acceptable investment securities as collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. The safekeeping agreement must clearly state that the safekeeping bank is instructed to release purchased and collateral securities to the City in the event the City has determined that the depository bank has failed to pay on any matured investments in certificates of deposit or has determined that the funds of the City are in jeopardy for whatever reason, including involuntary closure or change of ownership. A clearly marked evidence of ownership, e.g., safekeeping receipt, must be supplied to the City and retained by the City. Any collateral with a maturity over five (5) years must be approved by the Investment Officer before the transaction is initiated. The investment Officer must be notified in writing of Release of collateral or substitution of securities. Financial institutions serving as City depositories will be required to sign a "Depository Agreement" with the City and the City safekeeping agent. The collateralized deposit portion of the agreement shall define the City's rights to collateral in the event of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- the Agreement must be in writing.
- the Agreement must be executed by the Depository and the City contemporaneously with the acquisition of the asset.
- the Agreement must be approved by the Board of Directors of the Loan Committee of the Depository and a copy of the meeting minutes must be delivered to the City; and
- the Agreement must be part of the Depository's "official record" continuously since its execution.

10.2.1 The City may accept the following securities as collateral for bank deposits (V.T.C.A., Government Code, Section 2256.001, et seq., formerly Article 842a-2, Section 2, V.T.C.S., as amended);

- FDIC insurance coverage.

- A bond, certificate of indebtedness, or Treasury Note of the United States, or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States.
- Obligations, the principal and interest on which are unconditionally guaranteed or insured by the State of Texas.
- A bond of the State of Texas or of a county, city, or other political subdivision of the State of Texas having been rated as investment grade (investment rating no less than "A" or its equivalent) by a nationally recognized rating agency with a remaining maturity of ten years or less.
- Surety Bonds that meet the requirements of the Public Funds Investment Act; or
- Federal Home Loan Bank Letters of Credit as defined by Chapter 16, Subchapter C of the Local Government Code and by Chapter 726, Acts of the 67th Legislature, Regular Session, 1981 (Article 2529b-1, Vernon's Texas Civil Statutes).

10.2.2 For certificates of deposit and other evidences of deposit, collateral shall be at 102% of market or par, whichever is lower. The market value of collateral will always equal or exceed the principal plus accrued interest of deposits at financial institutions.

10.2.3 Financial institutions, with which the City invests or maintains other deposits, shall provide monthly, and as requested by the Investment Officer, a listing of the collateral pledged to the City, marked to current market prices. The listing shall include total pledged securities itemized by name, type, description, par value, current market value, maturity date, and Moody's or Standard & Poor's rating, if applicable. The City and the financial institution shall jointly assume the responsibility for ensuring that the collateral is sufficient.

11. RESPONSIBILITY AND CONTROL. The Director of Finance shall establish a system of written internal controls, which shall be reviewed annually by independent auditors. The controls shall be designed to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions. The internal controls are to be reviewed annually in conjunction with an external independent audit. This review will provide assurance of compliance with policies and procedures as specified by this Policy. The City, in conjunction with its annual financial audit, shall perform a compliance audit of management controls and adherence to the City's established investment policy.

11.1

Bonding Requirements/Standard of Care. The authorized investment officer(s) shall be a bonded employee. All participants in the investment process shall act responsibly as custodians of the public trust and shall exercise the judgment and care, under prevailing

circumstances, that a prudent person would exercise in the management of the person's own affairs.

11.2

Standard of Ethics. City staff involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. City staff shall disclose to the City any material interests in firms or businesses that conduct investment matters with the City, and they shall further disclose positions that could be related to the performance of the City portfolio. City staff shall subordinate their personal financial transactions to those of the City, particularly with regard to the timing of purchases and sales.

An investment officer of the City who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the governing body of the City.

11.3

Investment Committee. An Investment Committee shall be established to determine investment guidelines, general strategies, and monitor performance. Members of this Committee include the Finance Director, the City Manager, and the Deputy City Manager. Additional members may be appointed by the Committee as appropriate. The Committee shall meet quarterly and at such times as necessary to identify strategies for funds to be invested. The Investment Committee shall include in its deliberation such topics as: performance reports, economic outlook, portfolio diversification, maturity structure, potential risk to the City funds, authorized brokers and dealers, eligible investment training sources, and the target rate of return on the investment portfolio.

12. PERFORMANCE. The City's investment portfolio shall be designed to obtain a market rate of return on investments consistent with risk constraints and expected cash flow of the City. The benchmark for performance that is appropriate for the City's cash flow cycle will be) 2-Year Constant Maturity Treasury (CMT).

13. REPORTING. The Director of Finance shall submit a signed quarterly investment report that summarizes current market conditions, economic developments and anticipated investment conditions. The report shall summarize investment strategies employed in the most recent quarter, and describe the portfolio in terms of investment securities, maturities, risk characteristics, and shall explain the total investment return for the quarter.

13.1

Annual Report. Within 60 days of the end of the fiscal year, the Director of Finance shall

present an annual report on the investment program and investment activity. This report may be presented as a component of the fourth quarter report to the City Manager and City Council. The reports prepared by the Director of Finance shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the City Council by that auditor.

13.2

Methods. The quarterly investment report shall include a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the past quarter. This management summary will be prepared in a manner that will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report will be prepared in compliance with generally accepted accounting principles. The report will be provided to the City Manager and City Council. The report will include the following:

- A listing of individual securities held at the end of the reporting period. This list will include the name of the fund or pooled group fund for which each individual investment was acquired.
- Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period. Market values shall be obtained from financial institutions or portfolio reporting services independent from the broker/dealer from which the security was purchased.
- Additions and changes to the market value during the period.
- Fully accrued interest for the reporting period.
- Average weighted yield to maturity of portfolio on entity investments as compared to applicable benchmarks.
- Listing of investments by maturity date.
- The percentage of the total portfolio which each type of investment represents; and
- Statement of compliance with the City's investment portfolio with State Law and the investment strategy and policy approved by the City Council.

14. INVESTMENT POLICY ADOPTION AND AMENDMENT. The City's Investment Policy shall be adopted and amended by resolution of the City Council only. The City's written policies and procedures for investments are subject to review not less than annually to stay current with changing laws, regulations and needs of the City. Any changes or modifications to this Investment Policy, if any, shall be approved, and adopted by a formal resolution of the City Council.

GLOSSARY OF TERMS

The Investment Policy contains specialized and technical terminology that is unique to cash management and investment activities. The following glossary of terms is provided to assist in understanding these terms.

Affinity. Related through marriage.

Agencies. See U.S. Agency securities.

Bankers' Acceptances. A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer. When discounted and sold in the secondary market, bankers' acceptances become a short-term investment alternative.

Book Value. The cost of a security as recorded in the City's accounting records. For purposes of evaluating a sale of a security, it is a function of the original cost, the amortization of premium or discount, and the accrued interest. Specifically, it is the face value of the security plus the accrued interest plus any unamortized premium or minus any unamortized discount. Book value is often compared to market value, which is defined below.

Broker. A person or company that, for a fee or commission, brings buyers and sellers of securities together.

Certificate of Deposit. A time deposit with a specific maturity evidenced by a certificate.

Collateral. In general, assets which one party pledges as a guarantee of performance. Specifically, securities pledged by a bank to secure deposits of public monies. In the event of bank failure, the securities become the property of the public entity.

Collateralized Mortgage Obligations (CMO's). Securities based on a pool of home mortgages.

Commercial Paper. An unsecured promissory note issued primarily by corporations for a specific amount and maturing on a specific day. The maximum maturity for commercial paper is 270 days, but most frequently maturities do not exceed 30 days. Almost all commercial paper is rated by a rating service.

Consanguinity. Related by blood.

Coupon. The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. Also, a certificate attached to a bond indicating interest due on a payment date.

Credit Risk. The uncertainty that the principal amount of an investment will be returned without loss of value to the default of the borrower.

CUSIP. A unique security identification number assigned to securities maintained and transferred on the Federal Reserve book-entry system.

Dealer. A person or company that endeavors to profit from buying and selling investments for its own account.

Delivery versus Payment (DVP). A method of delivering securities that requires the simultaneous exchange of the security and the payment. It provides a safeguard against paying for securities before they are received.

Demand Deposits. Deposits at a financial institution that are available to the depositor upon the depositor's demand.

Depository Bank. The primary bank of the City. The relationship between the depository bank the City is governed by state law and by a depository contract that is approved by the City Council.

Discount. The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale is also considered to be at a discount.

Discount Securities. Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury Bills.

Diversification. The strategy of dividing investments among a variety of securities offering independent risks and yields. Diversification lessens the likelihood of losing the entire portfolio of investments and averages yields among the investment alternatives.

Discount. The difference between the cost of a security and its value at majority, in cases where the cost is less than the value at maturity.

Fully Flexible Repurchase Agreement ("flex repo"). A specialized contract designed for the short-term investment of proceeds available from the sale of municipal bonds, notes and certificates. Flex repos allow for incremental repurchases, with the buyer/issuer (the City) retaining the right to force the seller to repurchase all, or a portion of, the sold securities held under repurchase agreement, at any time before the maturity date of the agreement, at a fixed rate for the life of the agreement.

Hold Until Maturity. This investment strategy is intended to avoid interest rate risk by maintaining ownership of an investment until it matures. At maturity, the face value of the security is received, but in some cases where a security is sold before maturity, less than the face value and the book value is received. Please see interest rate risk defined below.

Federal Deposit Insurance Corporation (FDIC). An independent federal agency insuring deposits up to \$250,000 in U.S. member banks and thrifts in the event of bank failures.

Federal Funds Rate. The rate of interest at which Federal funds are traded. This key overnight rate determines, in large part, the rate at which overnight repurchase agreements will trade. When the Federal Reserve "raises rates", the target fed funds rate is increased and other short-term security yields follow. Since pools and money market funds invest

heavily in short-term securities, their rates often approximate the fed funds rate at any given point in time.

Federal Home Loan Banks (FHLB). Created in 1932, this system consists of 12 regional banks, which are owned by private member institutions and regulated by the Federal Housing Finance Board. Functioning as a credit reserve system, it facilitates extension of credit through its owner members. Federal Home Loan Bank issues are joint and several obligations of the 12 Federal Home Loan Banks.

Federal Home Loan Mortgage Corporation (FHLMC or Freddie Mac). "Freddie Mac" was created in 1970 to assist its sister company Fannie Mae by purchasing mortgage loans in the secondary market, pooling them together and selling them to investors in the form of a mortgage-backed security. By providing a secondary market for home loans, Freddie Mac increases the amount of money available for mortgage lending. Like Fannie Mae, Freddie Mac issues debt in maturity ranges from one-day to 30 years. Its long-term senior debt rating is also AA+/AAA, and in September 2008, it too was placed under Federal government conservatorship as a result of a significant decline in the underlying market value of the mortgage loans it held and guaranteed. *Freddie Mac is now owned and operated by the U.S. government*

Federal National Mortgage Association (FNMA or Fannie Mae). "Fannie Mae" was created in 1938 during the Great Depression to provide a secondary market for mortgage loans by purchasing groups of loans from lenders and packaging them into pools of mortgage-backed securities that can then be sold to investors. To facilitate this process, Fannie Mae also issues debt in maturity ranges from one-day to 30 years. The company's long-term senior debt rating is currently AAA. Although Fannie Mae had operated as a private company since 1968, it was placed under Federal government conservatorship in September 2008 as a result of a significant decline in the underlying market value of the mortgage loans it held and guaranteed. *Fannie Mae is now owned and operated by the U.S. government*

Interest Rate Risk. The uncertainty of the return of principal on fixed rate securities that are sold prior to maturity. When interest rates rise, the market value of fixed rate securities decreases.

Internal Control. Policies and procedures that are established to provide reasonable assurance that specific government objectives are achieved and that assets are safeguarded.

Investment. The purchase of securities which, upon analysis, promise safety of principal and a satisfactory return. These factors distinguish investment from speculation.

Investment Objective. The aim, goal or desired end of action of the investment activity.

Investment Pool. An investment vehicle created to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are safety, liquidity, and yield. (Sometimes called Local Government Investment Pool.)

Laddered Maturity. An investment strategy whereby investments are purchased to mature at regular intervals.

Liquidity. The measure of an investment's ability to be converted quickly and easily into cash without a substantial loss of value.

Local Government Investment Pool. See Investment Pool.

Market Rate of Return. A general term referring to the approximate interest rate that could be earned by an investor in a specific maturity range at any given point in time. For example, an investor seeking to earn a "market rate of return" while maintaining an investment portfolio with an average maturity of 90 days, would hope to earn approximately the same as a three-month agency discount note. If the investor earns a rate much higher than this, it might signal an inappropriate level of risk.

Market Risk. The uncertainty of the value of the City's portfolio arising from changes in the market conditions of investment securities.

Market Value. The price, including accrued interest, at which a security is trading for which it can be readily sold or purchased.

Maturity. The date upon which the principal or stated value of an investment becomes due and payable.

Money Market Mutual Fund. A mutual fund that purchases short-term debt instruments, such as Treasury Bills, commercial paper, and bankers' acceptances, and which strives to maintain a stable net asset value of \$1.00.

Mutual Fund. Investment companies that sell shares to investors, offering investors diversification and professional portfolio management. Prices generally fluctuate with the performance of the fund.

Net Asset Value. The ratio of the market value of the portfolio divided by the book value of the portfolio

Par. The value of a security as expressed on its face (face value) without consideration of a discount or premium.

Pledge. The grant of a collateral interest in investment securities by the depository bank as assurance of the safety of City deposits.

Pooled Fund Group. The combination of various accounts and funds of the City in a single, internally created investing entity.

Portfolio. The collection of securities held by an investor.

Primary Dealer. A group of government securities dealers who submit daily reports of market

activity and inventory positions to the Federal Reserve Bank of New York and are subject to its formal oversight. Primary dealers are required to "make a market" in U.S. Government securities, participate in Treasury auctions, provide the Fed with market information and analysis, and work with the Fed to implement monetary policy. As of September 2024, there were 24 Primary Dealers. A current list is available on the [Federal Reserve Bank of New York's website](#).

Principal. The capital sum of an investment, as distinguished from interest.

Premium. The difference between the principal price and the face value at maturity in cases where the purchased principal is higher than the face value.

Rate-of-Return. See Yield.

Repurchase Agreement (REPO). An investment arrangement in which the holder of a security sells that security to an investor (the City) with an agreement to repurchase the security at a fixed price and on a fixed date.

Reverse Repurchase Agreement. An investment arrangement by which the City sells a security to a third party, such as a bank or broker/dealer, in return for cash and agrees to repurchase the instrument from the third party at a fixed price and on a fixed date. The City would then use the cash to purchase additional investments. This type of investment is prohibited in the City's portfolio, except to the extent used by local government investment pools with which the City invests.

Safekeeping. An arrangement whereby a bank holds investment securities in exchange for a fee.

Safety. The assurance of the undiminished return of the principal of the City's investments and deposits.

Secondary Market. A market for the purchase and sales outstanding securities following their initial distribution.

SEC Rule ISCJ-1 (Uniform Net Capital Rule). Security and Exchange Commission requirement that member firms and nonmember broker/dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1.

Security. A financial instrument that signifies an ownership interest, the right to an ownership interest, or creditor status.

Security Risks. The uncertainty of the value of a security dependent on its particular qualities.

Time Deposits. Deposits at the depository bank that are not due and payable until a specific date.

United States Agency Securities. Debt instruments issued by an executive department, an independent federal establishment, or a corporation or other entity established by Congress which is owned in whole or in part by the United States of America.

United States Treasury Securities. Debt instruments issued by the Treasury of the United States.

- **Treasury Bills** are issued for short-term borrowings (less than one year).
- **Treasury Notes** are issued for mid-term borrowings (Two. - ten years).
- **Treasury Bonds** are issued for long- term borrowings (over ten years).

Yield. The rate of annual income return on an investment, expressed as a percentage.

**TEXAS PUBLIC FUNDS INVESTMENT
ACT
CERTIFICATION BY BUSINESS ORGANIZATION**

CITY OF GLENN HEIGHTS, TEXAS

This certification is executed on behalf of the City of Glenn Heights, Texas (the "City"), and _____ ("The Business Organization") , pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code (the "Act") in connection with investment transactions conducted between the City and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

1. The undersigned is a Qualified Representative of the Business Organization offering to enter an investment transaction with the Investor as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code; and
2. The Qualified Representative of the Business Organization has received and reviewed the Investment Policy furnished by the City; and
3. The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the City that are not authorized by the City's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of Business Organization

Firm: _____

Signature

Printed Name: _____

Title: _____

Date: _____

LIST OF QUALIFIED INSTITUTIONS

A list of institutions that are authorized to engage in investment transactions with the City shall, at least annually, be reviewed, revised, and adopted. The following institutions, listed by type, are authorized for use by the investment officer.

Brokers / Dealers	Local Government Investment Pools
See Meeder's Approved List	TexStar
	Texas Connect
	LOGIC
Banking Institutions	
Prosperity Bank	

This list shall be revised when necessary throughout the year to account for additions and deletions.



Approved Broker/Dealer List 12/31/2025

Broker/Dealer

Academy Securities²
Alamo Capital²
Arbor Research & Trading, LLC
Bank of America/Merrill Lynch¹
Barclays Capital Inc.¹
Blaylock Van, LLC²
BMO Capital Markets¹
BNY Capital Markets
BOK Financial
Brean Capital
Cantor Fitzgerald & Co.¹
CastleOak Securities²
Citigroup Global Markets Inc¹
D.A. Davidson
Daiwa Capital Markets¹
FHN Financial
Goldman Sachs & Co.¹
Great Pacific²
Hilltop Securities
Huntington Bank
InspereX (formerly InCapital)
Jane Street
Jefferies¹
JPMorgan Securities¹
Keybanc Capital Markets

Broker/Dealer

Loop Capital Markets²
MarketAxess Corporation
Mizuho Securities¹
Moreton Capital Markets
Morgan Stanley¹
Multi-Bank Securities²
Oppenheimer
Piper Sandler & Co
PNC Capital Markets LLC
Raymond James
RBC Securities¹
Rice Financial
Robert W. Baird
Santander US Capital Markets¹
Siebert Williams Shank²
Stephens Inc
Stifel Nicolaus
StoneX Group Inc.
TD Securities¹
Truist Securities Inc.
UBS Financial¹
UMB Financial Services
U.S. Bancorp Investments
Wells Fargo¹

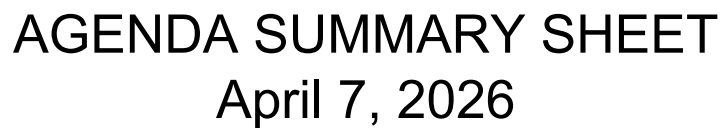
Note: Direct issuers of CP and CDs are considered to be approved counterparties if approved as an issuer.

1 Primary Government Securities Dealer

2 Minority, Woman owned, or Service Disabled-Veteran owned Enterprise

Important Disclosures

This list is current as of the effective date only and is subject to change without notice. This list is for informational purposes only, and may not be relied upon for any other purpose. The list does not imply counterparty approval for derivatives of any type. This information is confidential and may not be distributed without prior written consent of Meeder Public Funds, Inc.



Discussion and take action to approve Resolution R-06-26, a Resolution authorizing an Investment Advisory Services Agreement with Meeder Public Funds, Inc. (Sherry Roberts, Finance Director)

[illegible]



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: April 7, 2026

SUBJECT

Discussion and take action to approve Resolution R-06-26, a Resolution authorizing an Investment Advisory Services Agreement with Meeder Public Funds, Inc.

DISCUSSION / BACKGROUND

Staff issued a Request for Qualifications (RFQ) in December 2025 for Investment Advisory Services. Six (6) responses to the RFQ were received. The evaluation committee convened in January 2026 and chose three (3) firms to interview. After performing three (3) in-person interviews, it was unanimous to start negotiations with Meeder Public Funds.

PRIOR COUNCIL OR BOARD ACTION

Not applicable.

PUBLIC CONTACT

Not applicable.

FINANCIAL IMPACT

While quantifying the financial impact of hiring an investment advisory firm, it is highly probable that the City will see an increase in investment income. Advisor fees will be automatically deducted from the City's account.

RECOMMENDATION / ALTERNATIVES

Staff recommends approval.

ATTACHMENTS

1. Presentation - Investment Advisory Services

2. Meeder Public Funds, Inc. Agreement
3. Resolution R-06-26

PREPARED BY

Sherry Roberts, Finance Director

REVIEWED BY

Brandi Brown, City Secretary



PUBLIC FUNDS ADVISORY

Customized Investment Portfolios

Prepared for City of Glenn Heights

PRESENTED BY:
PHILLIP JONES
DIRECTOR, ADVISORY SERVICES

APRIL 7TH, 2026



Firm Overview



1974 Founded in 1974. SEC Registered Investment Advisor serving public entities since 1990.



More than 400 public entity clients.



Customized solutions for states, counties, cities, schools, townships, libraries, higher education, and special districts.

\$165B Over \$165 billion in public funds assets under advisement (12/31/24).



Seasoned Fixed Income Team specializes in working with public entities.



Focus on management of operating and project funds.

Texas Clients as of 12.31.2025



Aldine ISD
Anahuac ISD
Anderson Mill Limited District
Austin Travis County Integral Care
Belton ISD
City of Brady
Brushy Creek MUD
Brushy Creek RUA
City of Buda
Carrizo Springs CISD
Cedar Hill ISD
Collin County College District
Comal ISD
Cotulla ISD
City of Dallas
Dayton ISD
Del Valle ISD
Del Mar College
Denton ISD
Eanes ISD
East Chambers ISD
Edgewood ISD
Ellis County
Florence ISD

Flour Bluff ISD
City of Forney
Fort Bend County
Galena Park ISD
Galveston County WCID #1
Gainesville ISD
Grand Prairie ISD
Gulf Coast Water Authority
Harlandale ISD
Humble ISD
Hutto ISD
Judson ISD
Kempner Water Supply Corp
City of Kerrville and Library
City of Killeen
Lake Cities Municipal Utility Authority
Lake Houston Redevelopment Authority
City of Lampasas
City of League City
City of Leander
McAllen ISD
City of Midlothian
Navarro ISD

Northeast Hospital Authority
City of North Richland Hills
Nueces County Hospital Authority
Paris Junior College
Pasadena ISD
Pflugerville ISD
Pharr-San Juan-Alamo ISD
Port Authority of San Antonio
Port of Corpus Christi
City of San Angelo
San Antonio ISD
San Antonio River Authority
San Felipe Del Rio CISD
Southwest ISD
City of Taylor
Texas Political Subdivisions
Texas State Affordable Housing
Texas Southmost College
Travis CAD
Waller ISD
Weatherford ISD
City of Woodville

Service Overview



We provide the following services to public entities

Investment Policy Review	The Investment Policy would be reviewed to ensure it is in line with state law.
Cash Flow Analysis/Modeling	Throughout the year we will help you monitor your cash flows to determine the proper amount to have invested compared to liquid in cash.
Investment Strategy	You will have access to our professional investment team that will strategically formulate a custom investment plan to meet your needs as well as the ever-changing interest rate environment.
Execution of Trades	We utilize our purchasing power and expansive broker network to ensure best price execution.
Monthly Reporting and Review	We provide consolidated reporting of your assets, including transactions summaries, monthly and quarterly reports, and custom reports for your board, council, or commissioners to keep everyone up to speed on changes in the portfolio and economy. Additionally, we will provide you with annual GASB reporting to aid you with your year-end processes.
Compliance Monitoring	We have a best-in-class compliance monitoring system. This allows us to build rules for your investment policy, state law, and any additional restrictions placed on the portfolio, allowing us to run both pre- and post-trade compliance monitoring.
Credit Research	Our in-house research team monitors corporate issuers in the marketplace, determining our approved issuer list and keeping you apprised of any changes.
Banking and Custody	In the event you would look to establish a new banking or custody relationship, we are here to provide assistance through the process.

Hypothetical Portfolio Illustration

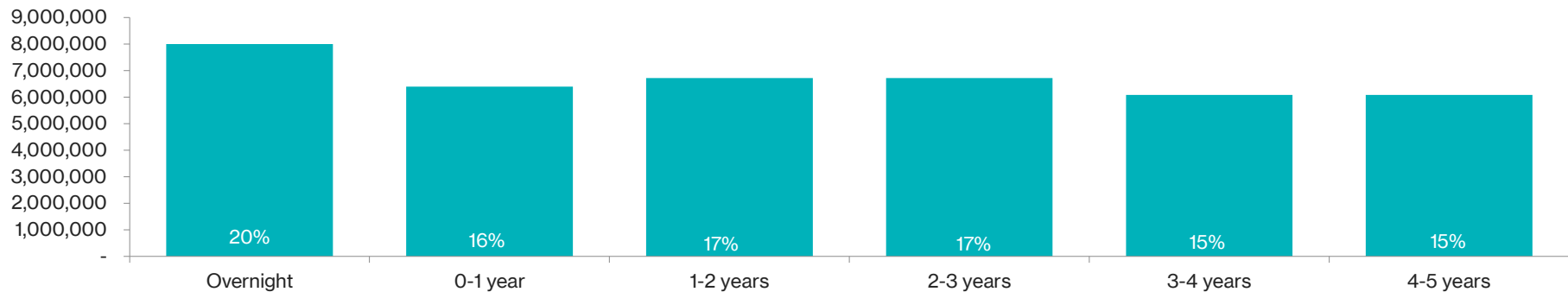
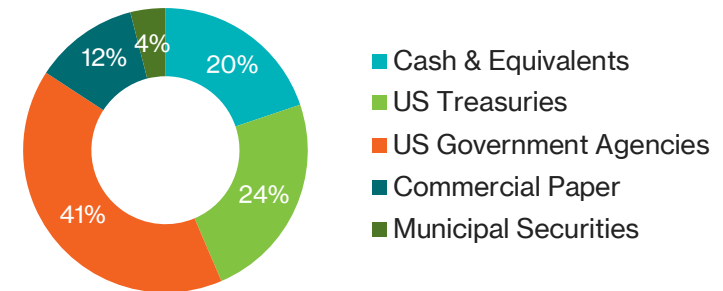
City of Glenn Heights portfolio as of 03.30.26



Sample Portfolio

Cash	20%
Securities	80%
Weighted Average Maturity	2.01 years
Weighted Average Yield	3.93%

Sample Asset Allocation



PORTFOLIO ILLUSTRATION IS HYPOTHETICAL IN NATURE, DOES NOT REFLECT ACTUAL INVESTMENT RESULTS, AND DOES NOT GUARANTEE FUTURE RETURNS. THE PORTFOLIO ILLUSTRATION PROJECTS THE WEIGHTED AVERAGE YIELD OF A HYPOTHETICAL PORTFOLIO INVESTED ON THE DATE SHOWN AND ALLOCATED ACROSS THE INDICATED ASSET CLASSES AND MATURITIES. THE ILLUSTRATION UTILIZES APPROPRIATE INDEXES AND BENCHMARKS TO PROJECT THE AVERAGE WEIGHTED YIELD OF THE ILLUSTRATED PORTFOLIO. CLIENTS INVESTED CONSISTENTLY WITH THE PORTFOLIO MAY HAVE EXPERIENCED INVESTMENT RESULTS MATERIALLY DIFFERENT FROM THOSE PORTRAYED IN THE ILLUSTRATION. ACTUAL YIELD FOR ANY PORTFOLIO INVESTED IN ACCORDANCE WITH THE ILLUSTRATION WILL VARY FROM THE HYPOTHETICAL DATA SHOWN HERE.

Disclosures

The performance data shown represents past performance, which does not guarantee future results. The investment return and principal value of an investment will fluctuate so that an investor's shares, when redeemed, may be worth more or less than their original cost.

Commentary offered for informational and educational purposes only. Opinions and forecasts regarding markets, securities, products, portfolios, or holdings are given as of the date provided and are subject to change at any time. No offer to sell, solicit, or recommend any security or investment product is intended. Certain information and data has been supplied by unaffiliated third parties as indicated. Although Meeder believes the information is reliable, it cannot warrant the accuracy, timeliness or suitability of the information or materials offered by third parties.

The views expressed herein are exclusively those of Meeder Public Funds, Inc., are not offered as investment advice, and should not be construed as a recommendation regarding the suitability of any investment product or strategy for any particular need. Investment in securities entails risk, including loss of principal. Asset allocation and diversification do not assure a profit or protect against loss. There can be no assurance that any investment strategy will achieve its objectives, generate positive returns, or avoid losses. Past performance is no guarantee of future results.

Estimates and illustrations of expected yield for illustrated portfolios is hypothetical in nature, does not reflect actual investment results, and does not guarantee future returns. Hypothetical illustrations are offered to illustrate the yield expected from classes of securities and do not reflect actual securities available for investment. Estimates of current yield are generated from indexes and other information deemed by the adviser to provide a reliable estimate of the current yield available from investments in that asset class. Securities indices are unmanaged and investments cannot be made directly in an index. Yield assumptions were developed with the benefit of hindsight and the securities purchased for such an account may generate more or less than the illustrated yield.

Investment advisory services provided by Meeder Public Funds, Inc.



Meeder Public Funds

6125 Memorial Drive
Dublin, OH 43017

901 Mopac Expressway
South, Building 1, Suite 300,
Austin, TX 78746

120 North Washington
Square, Suite 300, Lansing,
MI, 48933

111 West Ocean Blvd., 4th
Floor Long Beach, CA 90802

222 Main Street, 5th Floor,
Salt Lake City, UT 84101

10655 Park Run Drive, Suite
120, Las Vegas, NV 89144

250 Fillmore Street, Suite 150,
Denver, CO 80206

2415 East Camelback Road,
Suite 700, Phoenix, AZ, 85016

meederpublicfunds.com
866.633.3371



M E E D E R

PUBLIC FUNDS

MeederPublicFunds.com



Investment Advisory Agreement

Meeder Public Funds

This Investment Advisory Agreement ("Agreement") is effective as of the date executed by and between Meeder Public Funds, Inc. ("Meeder"), its applicable affiliates, and the undersigned account owner ("Client").

1. Investment Management Services. Under this Agreement, Meeder provides non-discretionary investment management services for public entity clients in accordance with the terms of the applicable state investment code and investment policy.

2. Appointment. Client appoints Meeder as non-discretionary investment adviser for the assets deposited in any account subject to the terms of this Agreement ("Account"). Meeder accepts the appointment as investment adviser and shall provide investment advice to Client and invest, reinvest and manage the securities, cash and other assets of the Account as directed by Client and in accordance with the written **Investment Policy** and any specific investment restrictions or limitations of the Client. Meeder shall provide advice only with respect to assets in the Account and shall have no responsibility for the actions or non-actions of predecessor investment advisors or for the management of assets other than the assets allocated to the Account.

3. Trading Authorization. Decisions concerning investments in the Account shall be made by Client with the assistance of Meeder. When expressly instructed by Client, Meeder shall have authority as agent and attorney-in-fact to direct the purchase, sale, exchange, conversion, delivery or other acquisition or disposition of securities and other investments in the Account in conformance with any written criteria Client may provide to Meeder from time to time.

4. Custody. Meeder will not assume physical custody of the Account or any portion of it. Client shall establish a custodial account with a qualified custodian ("Custodian"). Client will receive from the Custodian account statements and confirmations identifying assets and transactions in the Account. All transactions will be consummated by payment to, or delivery by, the Custodian of all cash, securities and other assets due to or from the Account. The Custodian shall be responsible for investing any daily cash balances in the Account and Meeder will not exercise discretion to select sweep vehicles for the Account.

5. Settlement of Securities. The purchase of individual securities shall be executed "delivery versus payment" (DVP) through the Investor's safekeeping agent. By so doing, Investor's funds will be released when and if the Investor has received, through the safekeeping agent, the designated securities purchased.

6. Investment Objectives and Restrictions. Client may provide Meeder with an Investment Policy Statement or other written directions setting forth the investment objectives and any specific investment restrictions or limitations which govern the Account. Meeder shall be entitled to rely on such guidelines, objectives and restrictions relating to the Account as it may receive from Client. It is Client's responsibility to inform Meeder in writing of any modifications to these directions, which shall be given ten days in advance of any such change.

7. Brokerage. Unless otherwise directed, Meeder will place trades for the Account through such brokers or dealers as it may select. When selecting brokers, Meeder's primary consideration will be the broker's ability to provide best execution of trades and Meeder may consider the quality and reliability of the brokerage services, trade price and commission, as well as research and other services provided by the broker-dealers.

8. Trade Aggregation. Meeder may aggregate trades for multiple clients when, in the adviser's judgment, aggregation is in the best interests of the clients involved. Orders are aggregated to facilitate best execution and each client participating in the aggregated transaction receives the same price and participation in such trade on a pro-rata basis. Where it is not possible to obtain the same execution price for all securities purchased or sold on an aggregated basis, Meeder will follow its trade allocation policy, which is designed to ensure that securities allocations are made in a fair and equitable manner.

9. Fees. For the services provided in accordance with this Agreement, Client will pay an investment advisory fee as indicated on Schedule A to this Agreement. Investment advisory fees do not include custody fees charged

by Client's selected Custodian. Where Client has elected to have fees deducted, Client authorizes the Custodian to deduct fees from the Account and pay them to Meeder.

10. Promoter Arrangements. Meeder accepts Clients referred through unaffiliated third parties ("Promoters") and may pay cash compensation for the endorsement of Meeder's services, which provides the Promoter with an incentive to refer clients. Clients will not incur additional fees for being referred to Meeder by a Promoter. Clients that engage Meeder as their investment adviser following a referral by a Promoter will receive a written disclosure statement describing the nature and terms of the arrangement, including the amount payable to the Promoter.

11. Local Government Investment Pools. Where appropriate, Meeder may recommend the use of a Local Government Investment Pool ("LGIP") in which Meeder or one of its affiliates earn advisory and/or administration fees. Assets placed in an LGIP are not included among eligible assets when calculating the investment advisory fee. Because Meeder or its affiliates receive fees in connection with programs we sponsor or recommend, use of these programs presents a conflict of interest. By investing in an LGIP, Client specifically consents to the conflicts presented by such investment and payment of fees.

12. Custodial Sweep Vehicles. Where available, Meeder may recommend the use of the Meeder Government Money Market Fund as a vehicle to sweep cash held in the custodial account for investment. Because Meeder's affiliates earn advisory, transfer agency and administration fees for management of the Meeder Government Money Market Fund, recommendation of the fund as a sweep vehicle presents a conflict of interest. Meeder charges investment advisory fees on the total market value of assets held in the custodial account, including sweep vehicles. By selecting the Meeder Government Money Market Fund, Client specifically consents to the conflicts presented by such investment and payment of fees.

13. Third-Party Payments. Meeder or its affiliates receive compensation from unaffiliated third parties for endorsing or recommending certain financial products to its clients. This arrangement presents a conflict of interest because it provides Meeder with an incentive to solicit and secure participation in the program. Asset-based advisory fees are not charged for assets invested in products that pay indirect compensation to Meeder.

14. Proxy Voting. Meeder does not accept or assume authority to vote proxies for its public fund clients. Clients will receive their proxies or other solicitations directly from their Custodian. Client agrees that Meeder will not advise or act for Client in any legal proceedings, including bankruptcies or class actions, involving securities held or previously held by the Account or the issuers of such securities.

15. Electronic Delivery. Client consents to electronic delivery of all documents from Meeder, including but not limited to a copy of the executed Agreement, statements, confirmations, Meeder's Form ADV Part 2 and amendments thereto, and other general communications delivered to Client's electronic mail address of record. Delivery of communications to Clients in this fashion will be deemed effective unless Meeder is notified otherwise. Client is responsible for maintaining an accurate and up to date email address and to ensure that Client at all times has the ability to receive communications directed in this manner.

16. Confidentiality. All information and advice furnished by either party to the other, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as otherwise required by law or as agreed to in writing by Client. Notwithstanding the foregoing, Client consents to the use of Client's name in sales and marketing material used by Meeder or its affiliates solely for the purpose of identifying the Client as an investment advisory client.

17. Services to Other Clients. Client understands that Meeder serves as investment adviser for other clients and will continue to do so. Client also understands that Meeder, its personnel and affiliates ("Affiliated Persons") may give advice or take action in performing their duties to other clients, or for their own accounts, that differ from advice given to or action taken for Client. Meeder is not obligated to buy, sell or recommend for Client any security or other investment that Meeder or its Affiliated Persons may buy, sell or recommend for any other client or their own accounts.

18. Meeder's Representations. Meeder represents that it is a registered investment adviser under the Investment Advisers Act of 1940.

19. Client's Representations. Client represents and acknowledges that: (i) Client is the sole owner of the Account assets and has full power and authority to enter into this Agreement and to commit the assets to Meeder's management and supervision; (ii) that the person signing this Agreement on behalf of Client is authorized and empowered to establish accounts and commit the assets to Meeder's management and supervision on the entity's behalf; (iii) Client has received Meeder's current Form ADV, Part 2A and B; and (iv) Client has received a copy of Meeder's Privacy Policy.

20. Standard of Care. In the administration of its duties, MEEDER shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, not for speculation, but for investment, considering, with regard to the entire Portfolio rather than any particular investment or security, the probable safety of capital and the probable income to be derived.

21. Reporting and Account Statements. Meeder will deliver or cause to be delivered to the Investor confirmation of transactions and/or periodic statements for the Portfolio as set forth in this Agreement. Meeder will also provide the investor with an annual valuation of the Investor's Portfolio, quarterly reports, and any additional statements that may be required by applicable law, including the reporting provisions of the Public Funds Investment Act, or other applicable state law, with respect to transactions effected under this Agreement.

22. Term. This Agreement shall become effective as of the date hereof and continue for a two-year period, after which time this contract may be renewed for additional two-year periods upon approval by both parties. This Agreement may be terminated by either party for any or no reason upon delivery by first class U.S. mail, postage prepaid, or delivery by hand, of a written "Notice of Termination" to the other party at least thirty(30) days prior to the date of the intended early termination of this Agreement. Termination of this Agreement will not affect the status, obligations or liabilities of the parties to this Agreement that arose prior to such termination.

23. Multiyear Contracts. If the City Council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the contract becomes effective, funds have not been appropriated, and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the Contract at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City's budget for the fiscal year in question. The City may execute such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

24. Limitation of Liability. Except for negligence, malfeasance or violation of applicable law, neither Meeder nor its officers, directors or employees shall be liable to Client for any action performed, or omitted to be performed, or for any errors of judgment in managing the Account. Nor shall Meeder be liable to Client for any act or failure to act by any other third party. The federal securities laws impose liabilities under certain circumstances on persons even when they act in good faith and nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that Client may have under any federal or state securities laws.

25. Assignment. This Agreement may not be assigned by either party without the consent of the other party. Meeder will provide Client at least thirty (30) days prior written notice of any proposed assignment, and Client's consent will be presumed unless Client notifies Meeder otherwise in writing prior to the date of the assignment indicated on the notice.

26. Amendment. This Agreement may be amended by Meeder with thirty (30) days prior written notice to Client and may be amended immediately upon notice to the extent reasonably required to satisfy federal or state regulatory requirements.

27. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas without giving effect to any conflict or choice of law provisions of that State.

28. Severability. If any provision of this Agreement is or should become inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, the provision will be deemed to be rescinded or modified in accordance with any such law or rule. In all other respects, this Agreement will continue and remain in full force and effect.

29. Affiliates. To the extent necessary to carry out the terms of this Agreement, any named affiliate of Meeder shall be deemed to be a party to the Agreement for that purpose.

30. Insurance. (a) MEEDER shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage including the property of the Investor, its officers, contractors, agents and employees (collectively referred to as the "Investor") insuring against all claims, demands or actions relating to the work and services provided by the MEEDER pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage and \$1,000,000.00. This policy shall be primary to any policy or policies carried by or available to the Investor; (ii) policy of automobile liability insurance covering any vehicles owned, non-owned and hired and/or operated by MEEDER, 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 MEEDER's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; 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 MEEDER, 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 Investor, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for a waiver of subrogation against the Investor for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the Investor that indicates the insurance company will provide to the Investor at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the MEEDER shall provide at least thirty (30) days prior written notice to the Investor of any cancellation, non-renewal and/or material changes to any of the policies of insurance. (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 Investor. (d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the Investor prior to commencement of services. On every date of renewal of the required insurance policies, the MEEDER shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the Investor. In addition, the MEEDER shall within ten (10) business days after written request provide the Investor with certificates of insurance and policy endorsements for the insurance required herein.

31. Indemnification. MEEDER DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, 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 MEEDER, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH MEEDER EXERCISES CONTROL, INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO MEEDER'S LIABILITY. MEEDER'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY MEEDER UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

- 32. Certificate of Interested Parties (TEC Form 1295).** For contracts that require City Council approval or that is for services that would require a person to register as a lobbyist under Chapter 305 of the Texas Government Code, the City may not accept or enter into a contract until it has received from the Meeder a completed and signed Texas Ethics Commission (TEC) Form 1295 complete with a certificate number assigned by the (TEC), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Meeder understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately but must be provided to the City prior to the award of the contract. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any potential Meeder with respect to the proper completion of the TEC Form 1295.
- 33. Disclosure of Personal Business Relationships.** In accordance with Chapter 2256, Texas Government Code, Meeder agrees to notify the Investor of any conflicts of interest.
- 34. 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 Meeder verifies Meeder 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.
- 35. 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 Meeder verifies Meeder 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.
- 36. 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 Meeder represents that neither Meeder 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.
- 37. 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 Meeder verifies that Meeder 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 Meeder 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.

38. Iran, Sudan, and Foreign Terrorist Organizations. The signatory executing the Contract on behalf of Meeder represents that neither Meeder 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents to become effective as of the day and year first written below.

MEEDER PUBLIC FUNDS, Inc.

CITY OF GLENN HEIGHTS

BY

BY

TITLE

TITLE

SIGNATURE

SIGNATURE

DATE

DATE



Meeder Public Funds

Schedule of Fees

This schedule sets forth the standard annual investment advisory fee applicable to the Account under this Agreement. The schedule is tiered and each tier of assets under management will be assessed at the rate set forth in the schedule.

Operating Funds	
Assets Under Management	Annual Advisory Fee
Up to \$25,000,000	0.10%
\$25,000,000 - \$50,000,000	0.08%
\$50,000,000 - \$100,000,000	0.06%
Over \$100,000,000	0.04%

Investment advisory fees are subject to a minimum fee of \$15,000 per year, inclusive of any discounts and credits, prorated based on the billing cycle, and payable for each billing period in which assets do not meet the stated minimum. Fees are calculated and billed monthly in arrears based on the value of the securities, cash and other assets in the account at the end of the billing period. Unless otherwise agreed, fees are deducted directly from the Account. For clients that utilize Meeder's Preferred Custodian, fees may be credited an amount equal to the custodial fee up to a maximum annual credit of 0.01% and subject to the applicable minimum fee.

CITY OF GLENN HEIGHTS, TEXAS

RESOLUTION NO. R-06-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, AUTHORIZING AN INVESTMENT ADVISORY SERVICES AGREEMENT WITH MEEDER PUBLIC FUNDS, INC. FOR UP TO TWO YEARS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Glenn Heights, Texas, has elected Meeder Public Funds, Inc. for investment advisory services; and

WHEREAS, the Public Funds Investment Act (PFIA) requires investment advisory service agreements to be renewed on a biannual basis; and

WHEREAS, the City Manager recommends entering into an agreement with Meeder Public Funds, Inc., and

WHEREAS, the City Council of the City of Glenn Heights, Texas, finds it to be in the public interest to authorize such agreement.

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

SECTION 1. The City Manager is hereby authorized to negotiate and enter into an investment advisory services agreement with Meeder Public Funds, Inc. for a period not to exceed two years.

SECTION 2. This Resolution shall be effective immediately upon passage.

PASSED AND APPROVED THIS 7TH DAY OF APRIL 2026.

APPROVED:

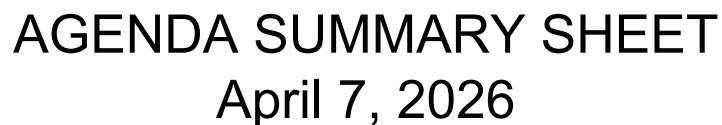
Sonja A. Brown, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Kellie McKee, City Attorney



Discussion and take action to approve Resolution R-07-26, a Resolution approving the City of Glenn Heights, Texas' participation in the Connect Texas Trust and authorizing the Mayor to execute the agreement on the City's behalf. (Sherry Roberts, Finance Director)

[illegible]



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: April 7, 2026

SUBJECT

Discussion and take action to approve Resolution R-07-26, a Resolution approving the City of Glenn Heights, Texas' participation in the Connect Texas Trust and authorizing the Mayor to execute the agreement on the City's behalf.

DISCUSSION / BACKGROUND

Texas Connect is a AAA-rated local government investment pool that allows Texas public entities to invest in short-term, high-quality securities. It operates similarly to other investment pools such as LOGIC and TexSTAR, offering the city daily liquidity while prioritizing safety, compliance, and competitive yields. See 7-day Net Yield below as of 3/16/2026.

- TexasConnect – 3.80%
- LOGIC – 3.7880%
- TexStar – 3.65%

PRIOR COUNCIL OR BOARD ACTION

Not applicable.

PUBLIC CONTACT

Not applicable.

FINANCIAL IMPACT

Not applicable.

RECOMMENDATION / ALTERNATIVES

Staff recommends approval.

ATTACHMENTS

1. Presentation - Texas Connect
2. Texas Connect Information Statement
3. Resolution R-07-26

PREPARED BY

Sherry Roberts, Finance Director

REVIEWED BY

Brandi Brown, City Secretary

CITY OF GLENN HEIGHTS TEXAS CONNECT



SHERRY ROBERTS, MPA, CGFO

FINANCE DIRECTOR

APRIL 7, 2026

Resolution R-07-26 Texas Connect



- Discussion and take action to approve Resolution R-07-26, a Resolution approving the City of Glenn Heights, Texas' participation in the Connect Texas Trust and authorizing the Mayor to execute the agreement on the City's behalf.
- Texas Connect is a AAA-rated local government investment pool that allows Texas public entities to invest in short-term, high-quality securities. It operates similarly to other investment pools such as LOGIC and TexSTAR, offering the city daily liquidity while prioritizing safety, compliance, and competitive yields. See 7-day Net Yield below as of 3/27/2026.
 - TexasConnect – 3.80%
 - LOGIC – 3.7936%
 - TexStar – 3.6493%



TEXAS CONNECT ADVISORY BOARD



- Meeder Public Funds, Inc. is one of the **SIX** investment professional service providers that help manage Texas Connect.

Advisory Board

An Advisory Board comprised of representatives from participants and qualified non-participants guides Texas Connect's operations and overall governance.

The Advisory Board oversees Texas Connect's:

- ★ Investment Policy
- ★ Financial Audit Review
- ★ Service Providers
- ★ Participant Needs and Services

- ✓ Billy Beattie - Chief Financial Officer, Humble Independent School District
- ✓ Melissa Irby - Chief Financial Officer, Collin College
- ✓ Ben Pape - Chief Financial Officer, Galena Park Independent School District
- ✓ Erik NeVille - Chief Executive Officer, Teacher's Pension Services, Inc.
- ✓ Gayla Hawkins - Treasurer, Grayson County
- ✓ Leann Monk - Treasurer, Tyler County
- ✓ Bill Rickert - Treasurer, Fort Bend County

LOGIC ADVISORY BOARD



- GOVERNING BOARD PRESIDENT
Sandra Newby – Tarrant Regional Water District
- GOVERNING BOARD VICE PRESIDENT
Greg Jordan – Fort Worth Transportation Authority
- GOVERNING BOARD TREASURER
Darla Moss – Arlington ISD
- GOVERNING BOARD SECRETARY
Jeanne Chipperfield – North Texas Municipal Water District

- GOVERNING BOARD MEMBER
Kelley McGuire – North Texas Tollway Authority
- GOVERNING BOARD MEMBER
Kelvin Bryant – City of McKinney
- ADVISORY BOARD MEMBER
Monte Mercer – Qualified Non-Participant
- EX OFFICIO TRUSTEE
David Medanich – Hilltop Securities
- EX OFFICIO TRUSTEE
Andrew Linton – J.P. Morgan Asset Management

TEXSTAR ADVISORY BOARD



- GOVERNING BOARD PRESIDENT
Monte Mercer – North Central TX Council of Governments
- GOVERNING BOARD VICE PRESIDENT
David Pate – Richardson ISD
- GOVERNING BOARD SECRETARY
David Medanich – Hilltop Securities
- GOVERNING BOARD ASST SEC/TREASURER
Jennifer Novak – J.P. Morgan Asset Management
- ADVISORY BOARD MEMBER
Brett Starr – City of Irving
- ADVISORY BOARD MEMBER
Sandy Newby – Qualified Non-Participant
- ADVISORY BOARD MEMBER
Ron Whitehead – Qualified Non-Participant

THANK YOU



QUESTIONS



Texas Connect Information Statement





Texas ConnectSM is committed to maintaining the privacy of its Participants. Please reference the Privacy Statement which explains how Texas Connect protects the security and confidentiality of its Participants' information.

Contents

Overview of Texas Connect	1
Service Providers and Advisory Board	3
Service Providers	3
Advisory Board	4
Investment Objectives and Authorized Investments	5
S&P Rating of Texas Connect	6
Texas Connect Performance History	7
Understanding the Investment Risks of Texas Connect	7
Net Asset Value & Valuation Procedures	7
Fees and Expenses	8
Investing in Texas Connect	9
Transaction Submissions	9
Purchases	9
Redemptions	10
Bank Account Registration Changes	10
Changing Authorized Signers	10
Reports	10
Contacting Texas Connect	11
Contact information and Business Hours	11



Overview of Texas Connect

Texas Connect is an investment pool administered and managed exclusively for Texas government entities.

The Connect Investment Trust (the “Trust”) established Texas Connect (also referred to as the “Pool”) under the Public Funds Investment Act of the Texas Government Code, Chapter 2256 (the “Act”).

Authorized Participants (“Participants”) include any Texas:

- ★ Municipality, county, school district or authority created under applicable state law
- ★ Fresh water supply district
- ★ Hospital district
- ★ Political subdivision, authority, public corporation, body politic, or instrumentality of the State of Texas
- ★ Non-profit corporation acting on behalf of any of the above-referenced entities

The Trust is supervised by a Board of Trustees (the “Board”). The Board has entered into contracts and agreements on behalf of the Trust to effectuate the terms of the Trust Agreement. The Board has also adopted an Investment Policy to govern the management of the assets of the Pool (the “Investment Policy”).



The purpose of Texas Connect is to offer Participants with a pooled investment option that prioritizes preservation of principal, liquidity, and yield. Texas Connect is similar in concept to a registered investment company issuing redeemable securities, commonly known as a “money market mutual fund.”

Texas Connect intends to invest Participant assets in accordance with the Investment Policy and Texas law. The only source of payment to Participants are the assets of Texas Connect. An investment in the Pool is not insured or guaranteed by any government or government agency.

This Information Statement contains a summary of the Trust Agreement, the Texas Connect Investment Policy, and other relevant information.

Copies of the Trust Agreement and the Investment Policy are available at www.texas-connect.com.

The purpose of Texas Connect is to offer Participants with a pooled investment option that prioritizes preservation of principal, liquidity, and yield.

Service Providers and Advisory Board

The Trust has hired experienced investment professionals to manage Texas Connect.

SERVICE PROVIDERS

★ **Mutual Funds Service Company d/b/a Public Funds Administrators (the “Program Administrator”)**

An SEC-registered transfer agent is the Program Administrator of Texas Connect. The Program Administrator is responsible for the daily valuation of the Pool, maintaining Participants’ account records, producing account statements for Participants, allocating net investment income, processing purchase and redemption requests, participant services, and other fund administration functions. The Program Administrator also maintains the financial records of the Pool, including paying the Pool’s expenses and reconciling the Pool’s records with those of the Custodian (defined below).

★ **Meeder Public Funds, Inc. (the “Adviser”)**

An SEC-registered investment adviser is the investment adviser of Texas Connect. The Investment Adviser is responsible for the direct management of the assets of Texas Connect, including making investment decisions, subject to Texas Connect’s Investment Policy, and executing orders to buy and sell securities on behalf of the Pool. The Investment Adviser is also responsible for performing credit analysis and monitoring investment compliance. The Investment Adviser is responsible for selecting the broker-dealers that execute transactions on behalf of the Pool.

★ **U.S. Bank National Association (the “Custodian”)**

The Custodian is, among other things, responsible for the receipt and safekeeping of all cash, securities, or other assets comprising the cooperatively invested assets. Such assets are held for the benefit of the Pool in the name of the Custodian or its nominee. The Custodian also collects the income from investments and allocates it in accordance with the instructions from the Program Administrator. The Custodian is required to hold the investments of the Pool separate and apart from other property of the Custodian and assure that such property is never deemed an asset or liability of the Custodian.

★ **Meeder Distribution Service, Inc. (the “Distributor”)**

A FINRA and MSRB registered broker-dealer is the distributor of Texas Connect. The Distributor is responsible for marketing and distribution of the Pool to eligible governmental entities.

★ **Cohen & Co. (the “Auditor”)**

The auditor provides an opinion on the financial statements of the Pool of the Trust in accordance with generally accepted accounting principles.

★ **FinTech Law, LLC (“Legal Counsel”)**

Legal Counsel provides general legal services to the Trust.

ADVISORY BOARD

The Trust has appointed an Advisory Board to provide advice to the Board and to the Investment Adviser with respect to the Investment Policy, strategy, and such other matters as requested.

The Advisory Board is composed of Participants and qualified non-participants that do not have a business relationship with the Trust or Pool.

The members of the Advisory Board are available at www.texas-connect.com.





Investment Objectives and Authorized Investments

The investment objectives of Texas Connect are preservation and safety of principal, maintenance of liquidity, and provision of current income.

Texas Connect seeks to achieve these objectives by solely investing in instruments authorized by the Act and permitted by the Investment Policy (“Authorized Investments”).

Authorized Investments include:

- ★ U.S. treasury bills, notes, and bonds
- ★ U.S. government agency obligations
- ★ State and local government obligations
- ★ Certificates of deposit
- ★ Money market mutual funds
- ★ Repurchase agreements
- ★ Commercial paper

The maximum maturity for any individual security in Texas Connect is limited to 397 days (other than for floating or variable rate government obligations of the United States, its agencies, or instrumentalities).

No guarantees or assurances can be given that the Pool will achieve its investment objectives. To the extent a Texas local government’s investment policy is more restrictive than the Act, Texas Connect’s investments may not comply with such restrictions. It is the sole responsibility of the Participants to determine whether Texas Connect is a compliant investment under their investment policies.



Texas Connect may invest in shares of money market mutual funds, including a fund that is affiliated with the Adviser, as an efficient means of implementing its investment strategies and/or managing its uninvested cash. The affiliated money market mutual fund is managed independently of Texas Connect and incurs additional fees and/or expenses that would, therefore, be borne indirectly by Texas Connect in connection with such investment. The Adviser has contractually agreed to waive all of its investment advisory fees in the affiliated money market mutual fund. The agreement is effective through April 30, 2026, and may not be terminated prior to that date without the consent of the Meeder Fund Board of Directors.

S&P RATING OF TEXAS CONNECT

Standard & Poor's Ratings Services ("S&P") has assigned its highest principal stability rating, AAAm to Texas Connect. By obtaining an AAAm rating, Texas Connect is considered to have a superior capacity to maintain principal stability (\$1.00 per share value) and limit exposure to principal losses due to credit risk. The rating is based on an analysis of the pool's management, investment guidelines, portfolio holdings and market price exposure.

A copy of this report is available at www.texas-connect.com.

TEXAS CONNECT PERFORMANCE HISTORY

Texas Connect's performance history, including yield and weighted average maturity, is provided on the Texas Connect website, www.texas-connect.com, under the "Performance" link.

Texas Connect's assets fluctuate on a daily basis. The current assets of Texas Connect are available upon request by calling 866.877.2368.

UNDERSTANDING THE INVESTMENT RISKS OF TEXAS CONNECT

An investment in Texas Connect is not insured nor guaranteed by the FDIC or guaranteed by any other federal or state agency. Participants could lose money by investing in Texas Connect.

Participants should specifically consider, among other things, the following risks before deciding to invest in the Pool. The following summary does not purport to be comprehensive or definitive regarding all risk factors.

- ★ **Interest Rate Risk.** There is interest rate risk associated with investing in Texas Connect. Interest rate risk is the risk that when interest rates rise, the prices of debt securities fall. Interest rate changes have a greater effect on the price of debt securities with longer maturities. However, market factors, such as demand for particular debt securities, may cause the price of certain securities to fall while the price of other securities rise or remain unchanged.
- ★ **Credit Risk.** There is credit risk associated with investing in Texas Connect. Credit risk is the risk that an issuer of a debt security fails to repay interest or principal in a timely manner. All debt securities in which the Pool invests are subject to the risk that the issuer of the debt security may not make principal or interest payments as they become due, or may default entirely on its obligations. The value and liquidity of an issuer's debt securities will typically decline if the market perceives a deterioration in the creditworthiness of that issuer. If an issuer defaults, the Pool will lose money.
- ★ **Liquidity Risk.** Liquidity risk is the risk that an investment cannot be sold in a timely manner or at or near its fair value in order to meet Participant redemptions.
- ★ **Reinvestment Risk.** Reinvestment risk is the risk that interest rates decline and the reinvestment of interest or principal payments occur at lower yields.
- ★ **Stable Net Value Risks.** As discussed below, Texas Connect will seek to stabilize the net asset value of the Pool at \$1.00 per share. This cannot, however, be guaranteed.

NET ASSET VALUE & VALUATION PROCEDURES

The net asset value ("NAV") of Texas Connect is determined at fund close on each day that the Pool is open for business. The NAV per share is computed by taking the total value of the assets of Texas Connect, subtracting its liabilities, and dividing that number by the shares outstanding.

It is the objective of Texas Connect to stabilize the NAV per share at \$1.00 for the purpose of sales and redemptions of shares, but this cannot be guaranteed. The Pool is managed to maintain a weighted average maturity to reset ("WAM(R)") of 60 days or less and a weighted average maturity to final ("WAM(F)") of 90 days or less, to enhance liquidity and to limit market price exposure to volatile interest rate movements in the market. The Investment Adviser will manage Texas Connect in accordance with the General Accounting Standard Board's Statement Number 79 requirements for measuring its investments at amortized cost.

Amortized Cost Valuation Method. Under normal circumstances, the pricing of Pool securities will be determined by using the amortized cost valuation method, which in most cases approximates the market value of the securities. This involves initially valuing a security at its acquisition cost and thereafter assuming a constant amortization to maturity of premium or constant accretion to maturity of discount, regardless of the impact of fluctuating interest rates or other market factors on the market value of the investment.

By declaring these amortizations and accruals (less accruals of expenses) in a daily dividend, the value of Texas Connect's assets and the NAV per share will generally remain constant. The expenses to be accrued are detailed in the "Fees and Expenses" section below. Although this method provides certainty in valuation, it may result in periods during which the value of the Pool's investments, as determined by amortized cost, is higher or lower than the price Texas Connect would receive if its investments were sold.

All Pool securities will be marked to market daily by using valuations from a credible pricing service as determined by the Program Administrator. If, upon daily calculation, the Program Administrator finds that the deviation between the amortized cost valuation and marked to market valuation exceeds \$0.005, the Program Administrator will promptly notify the Board. The Board will direct the Investment Adviser to take such action, if any, it determines necessary to eliminate or reduce to the extent reasonably practicable any dilution or unfair result to existing Participants and bring the deviation back within the threshold. These actions could include selling portfolio securities prior to maturity.

FEES AND EXPENSES

Participants are charged an all-inclusive Program Administrator fee. The Program Administrator fee is outlined in the Trust Agreement. The fee accrues daily and is deducted from the daily earnings accrual prior to distribution to Participants. The fee is paid monthly and may be waived or abated any time in the sole discretion of the Program Administrator, except that any contractual waiver will require approval by the Board.

The Program Administrator fee covers the costs and expenses of Texas Connect including, but not limited to:

- ★ Program administrator fees
- ★ Investment adviser fees
- ★ Banking charges, including outgoing wire fees
- ★ Custodian fees
- ★ Rating agency costs
- ★ Valuation of the Pool's assets
- ★ Auditor expenses
- ★ Legal expenses
- ★ Participant service functions
- ★ Sales and marketing services
- ★ Website maintenance
- ★ Board of Trustee meeting charges

The Program administrator fee may not cover extraordinary fees incurred by the Trust. All Texas Connect quoted yields are net of fees. There are no hidden costs or additional reductions to Participants' accounts.

Investing in Texas Connect

To initiate participation in Texas Connect, Participants must adopt a Resolution Authorizing Participation in Texas Connect and complete an Application and Participant Certification, which must be signed by a Certifying Officer of the Participant. A Certifying Officer is someone in a supervisory or board governance position at the Participant, with the ability to authorize the investment applied for pursuant to the Application Form. Pursuant to the Application and Participation Certification, the Participant agrees to become subject to the same obligations and to have the same rights as if it had executed the Trust Agreement.

Each applicant must also complete an Authorized Signers Certification Form. Authorized Signers receive direct account access to effectuate investment transactions and other requests for the Participant. Participants are required to have at least two authorized signers.

Applicants must also complete the Bank Account Registration Form to open a Texas Connect account. Bank Account Registration Form is set forth below.

There is no minimum amount required to establish an account. Account numbers can be obtained by Participants prior to investing any monies by calling 866.877.2368.

New Participants are assigned a unique Authorization Code. Authorization Codes will be mailed individually to each Participant. For security reasons, Authorization Codes should not be disclosed by the Authorized Representative. The assigned Authorization Code is for placing telephone transactions and when requesting the addition of a new bank payee.

TRANSACTION SUBMISSIONS

Participants may transact (purchase, redeem, or transfer) with Texas Connect in two ways:

- ★ **Telephonically**

You may call 866.877.2368. Be prepared to give your account number, bank information, and unique Authorization Code.

- ★ **Via Online Portal**

Please call 866.877.2368 to request online trading authorization.

Forward-dated transactions may be submitted via the online portal up to 90 days in advance.

PURCHASES

Funds received in good order at the Custodian before 2:00 PM CT will be applied to the indicated Texas Connect account the same business day and the Participant is entitled to the dividend for that day. Any funds received after 2:00 PM CT will be deposited into the Participant's account the following business day. It is the responsibility of the Participant to ensure wires are sent with sufficient time to be received prior to the Pool's close. Note: Funds received for wire transfer deposits without a corresponding transaction submission (either via the online portal or telephonically with Participant Services) may be subject to next day settlement and interest accrual.

Purchases initiated through the Texas Connect online portal may be processed via ACH. If you will be initiating ACH purchases via the Texas Connect online account, please consult your bank or update your ACH fraud prevention service to allow Texas Connect to conduct ACH transactions out of your account. If these preferences are not changed, the ACH transactions will be declined by your bank, resulting in the transaction being voided.

ACH transfers may take up to three business days to settle depending on the processing times at the bank. A four-day hold is placed on all ACH purchases. Such purchases will be posted to the Participant account and will begin to earn income on the day the ACH funds settle into the Texas Connect account. Funds will be available to redeem after the hold is released.

REDEMPTIONS

Redemptions initiated on the Texas Connect online account may be transacted via ACH or wire to a bank account on file. Redemptions may only be made on business days that Texas Connect is open. A request for redemption will be rejected if the amounts to be withdrawn exceed the available balance in the account. ACH redemptions may take up to three business days to settle at the receiving bank. Dividends for the day of the redemption will not be paid on that particular trade.

If a Participant wishes to close an account, it should request “redemption to close.” A complete redemption may be accomplished by wire or ACH through the procedures described above. The Participant’s final monthly statement will indicate the amount of the complete redemption attributable to principal and the amount paid as dividends.

BANK ACCOUNT REGISTRATION CHANGES

Requests to add or modify existing financial institution or account designations for wire or ACH transfers may only be made by sending a properly executed Bank Account Registration Form via email to info@texas-connect.com. Bank account registration change requests must be signed by two Authorized Signers. The Program Administrator will perform a verbal call-back verification with an Authorized Signer on file to confirm the bank account registration changes.

After the completion of the call-back procedure, there will be a one-business day hold on executing any wire or ACH transaction requests to a newly added or changed bank account.

CHANGING AUTHORIZED SIGNERS

Requests to change Authorized Signers may only be made by written instruction from an Authorized Signer by sending an updated Authorized Signers Certification Form via email to info@texas-connect.com. The Authorized Signers Certification Form requires a notarized signature of a Certifying Officer at the Participant. The updated form will replace any prior forms received and access will be removed for anyone not included on the updated form. Requests to change Online Access may be made telephonically with the provision of the unique authorization code.

REPORTS

The Program Administrator will provide Participants with a monthly electronic statement within the first three business days of the succeeding month. The monthly statement will include a detailed listing of the balance in the Participant’s accounts as of the statement date and all account activity, including deposits and withdrawals. Copies of Participant reports will be maintained for a minimum of three prior fiscal years.

Contacting Texas Connect

For information on Texas Connect, to initiate a transaction, to request forms, to inquire about current account status, or to contact the Program Administrator, please use the information below.

MAIL

Texas Connect
6125 Memorial Drive
Dublin, OH 43017

EMAIL

info@texas-connect.com

PHONE

866.877.2368

NORMAL BUSINESS HOURS

Monday through Friday
7:30 AM to 4:00 PM CT

TRADING HOURS

Monday through Friday
7:30 AM to 2:00 PM CT

On dates when the bond market closes early, the cutoff for Texas Connect transactions will be 11:00 AM CT.







texas-connect.com | 866.877.2368



A RESOLUTION OF THE CITY OF GLENN HEIGHTS,

TEXAS RESOLUTION NO. R-07-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, APPROVING THE CITY OF GLENN HEIGHTS, TEXAS' PARTICIPATION IN THE CONNECT TEXAS TRUST; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON THE CITY'S BEHALF; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Glenn Heights, Texas is a local government or state agency of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with investment funds; and

WHEREAS, it is in the best interest of the City of Glenn Heights, Texas to invest funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act (the "Act"); and

WHEREAS, the Connect Investment Trust d/b/a Texas Connect (the "Trust") is an investment pool named Texas Connect, whose purpose is to assist local governments and state agencies with the investment of public funds under the objectives of preserving principal, ensuring liquidity, and yielding reasonable returns consistent with such objectives; and

WHEREAS, the Trust was formed under the Act and the laws of the State of Texas and is governed by its First Amended and Restated Trust Agreement (the "Agreement"); and

WHEREAS, the City of Glenn Heights, Texas has received and reviewed the Agreement, the Texas Connect Information Statement, and the Texas Connect Investment Policy (collectively, the "Participation Documents"), each of which is made available at Texas-Connect.com; and

WHEREAS, the City of Glenn Heights, Texas has had the opportunity to discuss the Participation Documents with the Trust and its representatives and otherwise received such advice as it deems necessary (legal or otherwise) to make an informed decision about an investment in the Trust; and

WHEREAS, the City of Glenn Heights, Texas has determined that the investments proposed to be acquired by Texas Connect are of a type that are permitted by the Act and are consistent with its investment policy; and

WHEREAS, the City of Glenn Heights, Texas has determined that an investment in the Texas Connect will assist the City of Glenn Heights, Texas in achieving the goals set forth in its investment policy; and

WHEREAS, the City of Glenn Heights, Texas has delegated its authority to certain authorized representatives to enter into the Agreement with the Trust and other local governments and state agencies for the investment of their respective public funds;

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

SECTION 1: The City Council of the City of Glenn Heights, Texas approves the Agreement, agrees to its terms, including the participation terms in Article II, and authorizes its representatives to establish an account in its name in the Trust or one of its pools for transmitting public funds for investment.

SECTION 2: The City of Glenn Heights, Texas has taken any and all actions required by the Act for its participation in the Trust.

SECTION 3: The City Council of the City of Glenn Heights, Texas finds that the facts and recitations contained in the preamble of this Resolution are true and correct.

SECTION 4: The City Council of the City of Glenn Heights, Texas does hereby authorize the City Manager to perform all acts and execute, acknowledge, and deliver in the name and on behalf of the City of Glenn Heights, Texas all certificates, instruments, and other papers, whether or not herein mentioned, as they may determine to be necessary or desirable to carry out the terms and provisions of this Resolution.

SECTION 5: This resolution and its authorization shall continue in full force and effect until amended or revoked by the City of Glenn Heights, Texas, and the Trust receives a copy of any such amendment or revocation.

SECTION 6: This resolution shall become effective immediately upon its passage.

DULY PASSED by the City Council of the City of Glenn Heights, Texas this 7th day of April, 2026.

APPROVED:

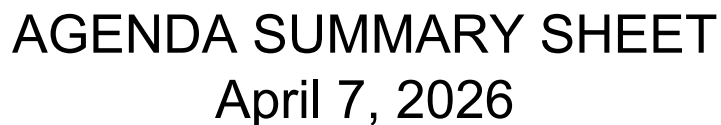
Sonja A. Brown, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Kellie L. McKee, City Attorney



Discussion and take action to approve Resolution R-11-26, awarding the bid for the Jenkins Lane Alley Improvements Project, RFB 2026-01, to Don Smith Concrete in the amount not to exceed ONE HUNDRED FIFTY THOUSAND SIX HUNDRED AND FIFTY-SIX DOLLARS AND NO CENTS (\$150,656.00); and authorizing the City Manager to execute such agreement in a form approved by the City Attorney. (Andrew Waits, Director of Public Works)

[illegible]

RESOLUTION NO. R-11-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, AWARDING THE BID FOR THE JENKINS LANE ALLEY IMPROVEMENTS PROJECT, RFB 2026-01, TO DON SMITH CONCRETE IN THE AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY THOUSAND SIX HUNDRED AND FIFTY-SIX DOLLARS AND NO CENTS (\$150,656.00); AND AUTHORIZING THE CITY MANAGER TO EXECUTE SUCH AGREEMENT IN A FORM APPROVED BY THE CITY ATTORNEY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the responsibility of the City of Glenn Heights to maintain public infrastructure, including public streets and alleys; and

WHEREAS, the City of Glenn Heights has identified the Jenkins Lane Alley Improvements Project as a Capital Improvement Project (the "Project") in the Fiscal Year 2025-2026 Budget; and

WHEREAS, Dallas County has pledged One Hundred Fifty Thousand Six Hundred and Fifty-Six Dollars and No Cents (\$150,656.00) of Community Development Block Grant funding for the City of Glenn Heights Community Development Block Grant program; and

WHEREAS, the City of Glenn Heights has taken sealed bids and City staff is recommending award to the lowest responsible bidder; and

WHEREAS, the City Council of the City of Glenn Heights, Texas desires to award the contract;

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

SECTION 1. The Bid for the construction of the Jenkins Lane Alley Improvements Project is hereby awarded to Don Smith Concrete in the amount totaling One Hundred Fifty Thousand Six Hundred and Fifty-Six Dollars and No Cents (\$150,656.00).

SECTION 2. The City Council desires to utilize all available Community Development Block Grant funds available for the project.

SECTION 3. The City Manager is authorized, after approval of the City Attorney, to execute a contract with Don Smith Concrete in the amount totaling One Hundred Fifty Thousand Six Hundred and Fifty-Six Dollars and No Cents (\$150,656.00).

SECTION 5. This resolution shall take effect immediately from and upon its adoption and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Glenn Heights, Texas, this the 7th day of April, 2026.

CITY OF GLENN HEIGHTS, TEXAS

Sonja A. Brown, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Kellie L. McKee, City Attorney

STATE OF TEXAS §
 § **CONTRACTOR SERVICES AGREEMENT**
COUNTY OF DALLAS §

This Contractor Services Agreement (the “Agreement”) is made by and between the City of Glenn Heights, Texas (“City”) and Don Smith Concrete, LLC (“Contractor”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

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

WHEREAS, Contractor desires to render concrete removal and grading services within the corporate limits of the City, at the locations set forth and identified in the Scope of Work, which is attached hereto as Exhibit “A”;

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

Article I
Term

1.1 The Initial Term of this Agreement shall commence on the last day of execution hereof (the “Effective Date”) and continue for a period of 240 days, unless sooner terminated as provided herein.

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

Article II
Contract Documents

2.1. This Agreement consists of the following items:

- (a) This Agreement; and
- (b) Scope of Services provided by Contractor (attached as Exhibit “A”).

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as “Contract Documents.”

Article III Scope of Services

The Parties agree that Contractor shall perform the drywall and remodeling services under this Agreement, at locations specified by the City, as identified and set forth in Exhibit "A".

Article IV Schedule of Work

Contractor agrees to commence services upon a Notice to Proceed from the City and to perform the required services in accordance with a schedule mutually agreed upon by the City and Contractor. Any work performed or expenses incurred by Contractor prior to Contractor's receipt of a Notice to Proceed from the City shall be entirely at Contractor's own risk.

Article V Compensation

5.1 City shall compensate Contractor in the amount of One Hundred Fifty Thousand Six Hundred and Fifty-Six Dollars and No Cents (\$150,656.00) as set forth in Exhibit "A" for the Term of this Agreement.

5.2 City shall pay Contractor within thirty (30) days after completion of the Project and City's approval and acceptance of the work performed by Contractor on the Project. Contractor must submit a proper invoice with no errors or discrepancies and that all work noted on the invoice has been completed. Any errors, discrepancies or the invoicing of work not completed may result in a delay in payment.

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

Article VI Devotion of Time; Personnel; and Equipment

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

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

6.3 Contractor shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VII

Relationship of Parties/Independent Contractor

It is understood and agreed by and between the Parties that in satisfying the conditions of this Agreement, Contractor is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. As such, the City shall not: train Contractor, require Contractor to complete regular oral or written reports, require Contractor devote its full-time services to the City, or dictate Contractor's sequence of work or location at which Contractor performs its work.

Article VIII

Suspension of Work

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

Article IX

Availability of Funds

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

Article X

Insurance

10.1 Procurement and Evidence of Insurance. Prior to commencing the Services, and continuing until all Services to be performed under this Agreement have been completed, Contractor shall purchase and maintain insurance with a company or companies qualified to do business in Texas and rated at least "A" by AM Best or other equivalent rating service. All such insurance, with the exception of workers compensation, shall name City as an additional insured and provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of the insurance. Each policy and renewals or replacements thereof shall provide that it will not be canceled, non-renewed or

material change except with thirty (30) days advance written notice ten (10) days for non-payment of premium) to City. Evidence of such insurance shall be provided to City by delivering certificates of insurance.

10.2 Coverage and Limits. The insurance required under this paragraph shall provide for the following coverages and limits:

- a. Workers' compensation and employers' liability insurance as required by applicable law and the Special Provisions to this Agreement.
- b. Commercial general liability insurance for bodily injury and property damage, including limited contractual liability coverage in not less than the following amounts:
 - i. General Aggregate Limit \$2,000,000 each occurrence and
 - ii. Each Occurrence Limit \$1,000,000 each occurrence.

10.3 Commercial automobile liability insurance coverage, including non-owned and hired, covering all owned, hired or non-owned vehicles including the loading or unloading thereof with limits not less than \$1,000,000.

10.4 Umbrella liability insurance covering all operations with limits of liability not less than:

Bodily Injury and Property Damage Liability
\$5,000,000 each occurrence
\$5,000,000 aggregate

Article XI Indemnification

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "THE CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY. CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND SAVE HARMLESS THE CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE CONTRACTOR'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF CONTRACTOR,

ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF THE CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST THE CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, CONTRACTOR, ON NOTICE FROM THE CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT CONTRACTOR'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO THE CITY. CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Article XII Miscellaneous

12.1 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.

12.2 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

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

12.4 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.

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

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

12.7 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.

12.8 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

12.9 Recitals. The recitals to this Agreement are incorporated herein.

12.10 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight 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 set forth herein:

If intended for City, to

Clifford Blackwell
City Manager
City of Glenn Heights, Texas
1938 S Hampton Road
Glenn Heights, TX 75154
clifford.blackwell@glennheightstx.gov

With a copy to:

Kellie L. McKee
City Attorney
Nichols | Jackson
500 N. Akard Street
Dallas, Texas 75201
kmckee@nicholsjackson.com

If intended for Contractor, to:

Don Smith Concrete, LLC
Attn: Don Smith
1071-A Enterprise Drive
Midlothian, Texas 76065
don@donsmithconcrete.com

12.11 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.

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

12.13 Audits and Records. Contractor agrees that during the term hereof, the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

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

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

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

12.17 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

- (a) Contractor verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

12.18 No Excluded Nation or Foreign Terrorist Organization. Contractor certifies that Contractor is not engaged in active business operations within the Sudan, Iran, or a foreign terrorist organization and is not listed on the list of prohibited entities prepared and maintained by the Texas Comptroller of Public Accounts pursuant to Texas Government Code §§806.051, 807.051, or 2252.153.

(signature page to follow)

EXECUTED this _____ day of _____, 2026.

City of Glenn Heights, Texas

By: _____
Clifford Blackwell, City Manager

Approved as to form:

By: _____
Kellie L. McKee, City Attorney

EXECUTED this _____ day of _____, 2026.

Contractor

By: _____
Name: Don Smith, Don Smith Concrete, LLC

Title: _____

EXHIBIT “A”
Scope of Services

See Attached:

Exhibit A-1 - Jenkins Lane Alley Improvements RFB 2026-01; and

Exhibit A-2 - Bid submission of Don Smith Concrete, LLC in response to Jenkins Lane Alley Improvements RFB 2026-01.

THE CITY OF GLENN HEIGHTS



SPECIFICATION AND CONTRACT DOCUMENTS FOR JENKINS LANE ALLEY IMPROVEMENTS RFB 2026-01

Prepared by:

**Sherry Roberts, MPA, CGFO
Finance Director
City of Glenn Heights**

Jimmy Partain

**For Mutasem Aljaafreh, M.E., P.E.
CDBG Project Manager
Dallas County Planning &
Development**

January 2026

TABLE OF CONTENTS

- I. Notice to Bidder**
- II. Bidder's Qualification Statement Form**
- III. Bid Proposal Form**
- IV. Contractor's Affidavit Form**
- V. Standard Contract Forms**
- VI. Davis Bacon Compliance**
- VII. City of Glenn Heights Contract Rider**
- VIII. Davis-Bacon Compliance for Federally-Assisted Construction Projects
CDBG/Home Projects**
- IX. General Conditions of Agreement and Construction Specifications**
- X. Construction Plans**

SECTION I
NOTICE TO BIDDER

NOTICE TO BIDDERS

RECEIPT AND OPENING OF BIDS: The City of Glenn Heights, Texas, (herein referred to as "the City" and "Owner") invites sealed bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the City Secretary Office, City of Glenn Heights, 1938-C S Hampton Road, Glenn Heights, Texas, 75154 until **2:00 p.m. Thursday, March 19, 2026**, from all qualified and properly licensed contractors desiring to furnish the City with all materials, machinery, equipment, superintendence, and labor, and insurance necessary to commence and complete the Project. Bids received after 2:00 PM CST will be deemed non-responsive. The envelopes containing the bids must be sealed and addressed to the Sherry Roberts, Finance Director, of the City of Glenn Heights and clearly marked in the lower left-hand corner: Bid for **JENKINS LANE ALLEY IMPROVEMENTS, GLENN HEIGHTS, RFB 2026-01**.

All stated time periods stated here are in calendar days.

Sealed bids must be received by the above-stated time and date, immediately after which time the submitted bids will publicly be opened and read aloud. Any bids received after the above-stated time will be returned unopened.

The City reserves the right to reject or to accept any or all bids, or to waive any informality.

The plans, specifications, and contract documents are available at City Hall, 1938 S. Hampton Road, Glenn Heights, Texas, 75154. Prospective bidders must call (972) 223-1690 ext. 430 (Andrew Waits) to arrange for pickup of the documents.

Digital (PDF) plans are also available at no cost at <https://glennheightstx.gov/Bids.aspx>.

Each bid must be accompanied by a certified check or cashier's check payable to the City of Glenn Heights and drawn on a responsible bank or an approved bidder's bond for the sum of 5% of the amount of the maximum total bid as a guarantee that, if awarded the contract, the bidder will promptly enter into a contract and execute the bonds on the forms provided in the contract documents. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

1. **BID PROPOSAL FORM:** Bidders shall use the bid proposal form included in the RFB 2026-01 documents, **which must be kept bound**. Supplemental data to be furnished shall be included in the same sealed envelope with the bid proposal.

Oral bids will not be considered. Corrections, deletions, or additions to the bid must be made in person by replacing the original submitted bid prior to the opening time of the bids and confirmed by letter. No verbal, electronic or facsimile corrections, deletions, or additions will be accepted.

The Bid shall contain an acknowledgment of receipt, if any, of all Addenda. (The numbers of which must be filled in on the Bid Form).

2. **DELIVERY OF PROPOSAL:** It shall be the Bidder's responsibility for the delivery of his proposal at the proper place by the time stated in the Notice to Bidders. The mere fact that a proposal

was dispatched will not be considered. Each proposal shall be in a sealed envelope plainly marked as described in section I, in "Receipt and Opening Bids" paragraph.

3. QUALIFICATION OF BIDDER AND REJECTION OF BIDS: The Owner may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any and all bids. Owner may reject the bid if the evidence submitted, either by the bidder or from an investigation of the bidder, fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and therefore to complete the work contemplated herein. Conditional bids will not be accepted.

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request written evidence, such as financial data, previous experience, present commitments, and other such data as may be called for.

4. BIDDER'S AFFIDAVIT SAFETY RECORD: All contractors bidding on City of Glenn Heights projects must submit with the proposal a notarized affidavit with their bid attesting to their safety record.

The Contractor must provide safety records from the Dallas OSHA office or the local OSHA office in which the firm is located. The Contractor's safety record may not reflect penalties for six (6) or more serious violations, none of which may be repeat violations; nor may it reflect three (3) or more willful violations, none of which may be repeat violations, within three (3) years preceding award. This information will be considered in determining the responsibility of the bidder for purposes of the award.

5. BID SECURITY: All bids must be accompanied by a Bid Bond or a certified or cashier's check drawn on a U.S. bank made payable to the order of City of Glenn Heights, in the amount of five (5%) percent of the maximum bid proposal, as surety that the successful bidder will enter into his or her proposed Contractor's Agreement with the City. The City will retain payment if the successful bidder does not execute the City's Contractor's Agreement with the City in the form of the contract attached hereto and furnish the City with the required bonds and insurance within seven (7) days of the notification of bid award. Bids submitted without the required bid bond will not be considered. All checks/bid bonds will be returned promptly after the owner & accepted bidder have executed the contract or if no award has been made within 60 days after the date of the opening of bids.
6. SURETY BONDS: Contractor Surety: With the execution and delivery of the contract, the CONTRACTOR shall furnish and file with the OWNER in the amounts herein required, the surety bonds specified hereunder, without exception, the owner's bond forms must be used, and exclusive venue for any lawsuit in connection with such bonds shall be specified as the county in which the OWNER'S principal office is located. Such surety bonds shall be in accordance with the provision of Chapter 2253, Texas Government Code, and Article 7.19-1 of the Vernon's Texas Insurance Code, as amended. These bonds shall automatically be increased by the amount of any change order or supplemental which increases the contract price with or without notice to the surety, but in no event shall a change which reduces the contract amount reduce the penal amount of such bonds.
 - a) PERFORMANCE BOND: In accordance with Chapter 2253 of the Texas Government Code, a performance bond in the amount of not less than one hundred percent (100%) of the contract price conditioned upon the faithful performance of the contract for projects with a

bid amount over \$25,000.00, will be required upon the forms which are a part of the Contract Documents.

A good and sufficient bond in an amount not less than 100 percent of the approximate total amount of the contract, as evidenced by the proposal tabulation, or otherwise guaranteeing the full and faithful execution of the work and performance of the contract in accordance with the plans, specifications, and contract documents, including any extensions thereof, for the protection of the OWNER.

The Contractor shall include in the unit bid prices, the cost of the Performance Bond and shall pay for said bond.

- b) **PAYMENT BOND:** In accordance with Chapter 2253 of the Texas Government Code, a payment bond in the amount of not less than one hundred percent (100%) of the contract price conditioned upon payment of all persons supplying labor or furnishing materials, for projects with a bid amount over \$100,000.00, will be required upon the forms which are a part of the Contract Documents.

A good and sufficient bond in an amount not less than 100 percent of the approximate total amount of the contract, as evidenced by the proposal tabulation, or otherwise guaranteeing the full and proper protection of all claimants supplying labor and material in the performance of the work provided for in the said contract and the use of each claimant.

The Contractor shall include in the unit bid prices, the cost of the Payment Bond and shall pay for said bond.

- c) **MAINTENANCE BOND:** The Contractor, upon execution of the contract and before beginning work shall furnish to the City a proper Maintenance Bond in the amount of one hundred (100%) percent of the contract amount written by an approved surety company covering the guarantee and maintenance prescribed below. This bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship that appear within a period of one year from the date of completion and acceptance of the improvement by the OWNER or such lesser or greater period as may be designated in the contract documents.

The Contractor shall include the cost of the Maintenance Bond in the unit bid prices and shall pay for said bond.

Notice to the Contractor that repairs, renewals, or reconstruction as required under this provision of the specifications, may be made in the form of a registered letter, signed by the Owner and addressed to the Contractor liable for the cost of expense thereof.

Prospective bidders shall make a careful examination of the entire site of the project and shall make such explorations as may be necessary to determine the sub-surface and/or water conditions to be encountered; improvements and obstructions which may be encountered and especially those to be protected; disposal sites for surplus materials not designated to be salvaged; methods of providing ingress and egress to private as well as public property; methods of handling traffic during construction and maintenance of the entire project as well as any section thereof, and protection of all existing structures both above and below ground; and how the drawings fit the proposed project and especially if any discrepancies exist.

- d) SURETIES: No Sureties shall be accepted by the OWNER who are in default or delinquent on any bonds or who are interested in any litigation against the OWNER. All bonds shall be made on forms furnished by the OWNER and shall be executed by not less than one corporate surety authorized to do business in the State of Texas and acceptable to the OWNER. The sureties shall be listed in the most current Federal Register Treasury List. Each bond shall be executed by the CONTRACTOR and surety. Each surety shall designate an agent resident in the OWNER'S jurisdictional area acceptable to the OWNER to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship. The OWNER reserves the right to reject any and all sureties.
 - e) ADDITIONAL OR SUBSTITUTE BONDS: If at any time the OWNER is or becomes dissatisfied with any surety then upon the performance, bond payment, or maintenance bond, the CONTRACTOR shall, within five days after notice from the OWNER to do so, substitute an acceptable bond (or bonds), or provide an additional bond, in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such bond(s) shall be paid by the CONTRACTOR without recourse to the OWNER. No further payments under the contract shall be deemed due or payable until the substitute or additional bond(s) shall have been furnished and accepted by the OWNER.
7. CONDITIONS OF WORK: Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of this contract. Insofar as possible, the Contractor in carrying out his work must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor. Prior to submission of a proposal, bidder shall have made a thorough inspection of the site of the work and a thorough examination of the Drawings and Specifications and shall become informed as to the nature of the work, labor conditions, and all other matters that may affect the cost and time of completion of the work.

Prospective bidders shall make a careful examination of the entire site of the project and shall make such explorations as may be necessary to determine the subsurface and/or water conditions to be encountered; improvements and obstructions which may be encountered and especially those to be protected, disposal sites for surplus materials not designated to be salvaged; methods of providing ingress and egress to private as well as public property; methods of handling traffic during construction and maintenance of the entire project as well as any section thereof; protection of all existing structures both above and below ground; and how the drawings fit the proposed project and especially if any discrepancies exist.

8. ADDENDA AND INTERPRETATIONS: No interpretation of the meaning of plans, specifications, or other pre-bid documents will be made to any bidder orally.

In the event of conflict between the Plans and Specifications, the Contractor will be deemed to have assumed the more expensive way of doing the work unless, before submitting a bid, the Contractor shall have asked for and obtained (by addendum) a decision as to which method or material is intended.

Every request for such interpretation should be made in writing, addressed to the City, City of Glenn Heights, 1938-C S Hampton Road, Glenn Heights, Texas, 75154. Requests for consideration must be received by Thursday, March 6, 2026, at 2:00 p.m. Any and all such

interpretations and any supplemental instructions will be issued on the City website, not later than 5:00 p.m. Friday, March 13, 2026. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from any obligation under his bid submitted.

Receipt of each addendum shall be acknowledged in the Bidder's proposal and all addenda shall be made a part of the contract documents.

9. POWER OF ATTORNEY: Attorneys-in-Fact who sign Bid Bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power-of-Attorney.
10. NOTICE OF SPECIAL CONDITIONS: Attention is particularly called to those parts of the contract documents and specifications which deal with the following:
 - a) Contract time and liquidated damages
 - b) Insurance requirements
 - c) Special Conditions, Technical Specifications, and Special Notes
 - d) Sureties requirements
11. LAWS AND REGULATIONS: The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
12. METHOD OF AWARD - LOWEST RESPONSIVE BIDDER: If at the time this contract is to be awarded, the lowest bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the City as available to finance the contract, the contract will be awarded. If such bid exceeds such amount, the City may reject all bids. No combined or conditional bids will be accepted.

Unless the bids seem unreasonably high, the City anticipates awarding the contract promptly on the basis of the greatest advantage to the City, considering prices bid, ability, standing and reputation of bidder, capabilities for executing the work, and such other elements as the awarding authority may deem pertinent.

13. CONTRACT EXECUTION: Timing is of the essence in the performance of this project. That timing includes the urgency in proceeding with the execution of the contract documents. Hence, if, within twelve (12) days after award of the contract to the successful bidder by the City Council, the successful bidder has not provided to the City three (3) copies of the executed contract documents, the City may, at its sole discretion, declare the award of the contract null and void and upon such declaration, such award shall be null and void, and the contract may be awarded to the next lowest responsible bidder.

The aforementioned executed contract documents shall include the standard form of agreement, the performance bond, the payment bond, the maintenance bond, and certificates of insurance.

14. OBLIGATION OF BIDDER: At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and

contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or documents shall in no way relieve the bidder from any obligation in respect of his/her bid.

15. BID QUANTITIES: The estimated quantities of the various classes of work and materials under this contract are to be used only as a basis for estimating the probable cost of the work. It is understood and agreed that the actual quantities of work to be done and material to be furnished may differ somewhat from these estimates.
16. PRE-BID CONFERENCE: A pre-bid conference is not necessary for this project.
17. PROCEDURE FOR SUBMITTING BID PROPOSAL: All bid proposals shall be submitted on forms furnished by the City; copies of which are bound with these documents. All blanks in the bid proposal form must be completed. If the bidder is a corporation, the president and secretary shall sign the bid proposal and the corporate seal shall be affixed to the proposal. In the event the bid proposal is executed by a person other than the president, attach to the bid proposal a certified copy of that section of the corporate by-laws or other authorization by the corporation which permits the person to execute the bid proposal for the corporation. If the bidder is a partnership, all partners shall execute the bid proposal, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the City shall be submitted.

If the bidder is a sole proprietor, he or she shall sign the bid proposal and state that he or she is a sole proprietor.

A sealed envelope containing the bid shall be clearly marked in the lower left-hand corner as follows: " **JENKINS LANE ALLEY IMPROVEMENTS, RFB 2026-01**", so that it will not be opened until the fixed time and date.

18. OPENING OF BIDS: Bids will be opened (unless obviously non-responsive) and read aloud publicly. An abstract of the amounts of the base bids and major alternates (if any) will be made available to Bidders no later than seven (7) days after the bid opening.
19. BID TABULATION AND EVALUATION: Bidders may withdraw their bid at any time prior to the time specified in the City's legal advertisement for the receipt of bids. No bidder shall withdraw, cancel, or modify the proposal after having been notified by the City in writing that the bid proposal has been accepted by the City. Also, the City reserves the right to reject the bid of any bidder if the City believes that it would not be in the best interest of the City to make an award to that bidder, whether because the bid is not responsive, or the Bidder is unqualified or has doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

All lump sum and unit prices must be stated in both script and in figures. In case of ambiguity or lack of clearness in stating prices in a bid, the City reserves the right to use scripts or numbers to apply throughout the bid calculations, or to reject the bid. Unreasonable (or unbalanced) unit prices shall be a reason for the City to reject a bid. All prices must be firm for a period of sixty (60) days after the date of bid opening.

In evaluating Bids, the Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, completion time, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

If contract is to be awarded, it will be awarded to the lowest Responsible Bidder whose evaluation by the Owner indicates to the Owner that the award will be in the best interests of the Project.

20. RIGHTS RESERVED BY CITY: The City of Glenn Heights, Texas reserves the right to accept or to reject any or all bids, the right to accept alternate bids, or to waive any irregularities or informalities, in any bids received.
21. AWARD OF CONTRACT: The bid award shall be made by the City Council at a regular or special City Council meeting. However, the award shall not be binding upon the City until all the contracts have been properly executed by the bidder and the City, and the required bonds and insurance performed on account of the proposed contract have been duly executed and delivered.
22. SUBSTITUTE OR "OR-EQUIVALENT" ITEMS: The contract, if awarded, will be on the basis of materials and equipment described on the Plans/Drawings or as specified in the Specifications without consideration of possible substitute or "or-equivalent" items. Whenever it is indicated in the Plans/Drawings or specified in the Specifications that a substitute or "or-equivalent" items of material or equipment may be furnished or used by Contractor if acceptable to Engineer. Request for such acceptance shall be submitted to the City by March 12, 2026.
23. GOVERNING DOCUMENTS: This work shall conform to the requirements of these Specifications and the details as shown on the Drawings/Plans. Requirements of any of the Contract Documents are as binding as if called for by all. In the event of conflict between the Drawings and the Specifications, the Contractor will be deemed to have assumed the more expensive way of doing the work unless, before submitting a bid, the Contractor shall have asked for and obtained (by addendum) a decision as to which method or material is intended. The design of this project was based on several optional methods. If the contractor wants to bid the project on open cut, trenchless, or boring methods, he shall be required to submit shop drawings, details, and procedures for review and approval within ten (10) days of the bid opening. The City reserves the right to accept or reject any bids or plans and select another contractor's bid. Contractor shall note at the end of the "Bid Schedule" which method his bid is based upon. In case of conflict between the Referenced Specification, the Project Specifications, or the Plans, the most stringent Specification shall govern. Supplementary Conditions govern the General Conditions.

All Improvements described in the bid proposal and construction drawings/plans shall be done in accordance with the North Central Texas Council of Governments (NCTCOG) Public Works Construction Standards, North Central Texas, Fifth Edition (Standard Specifications and Standard Drawings.
24. CONTRACT TIME: Each bidder by submitting a proposal has acknowledged that the number of calendar days allowed for completion of the contract, after receipt of a written order to commence work, is ninety (90) calendar days.

The work on these projects shall be completed based on an approved schedule submitted by the Contractor to the City after the award of the contract.

Time of completion of the contract is of the essence. Liquidated damages shall be assessed at a rate of five hundred dollars (\$500.00) per day for the delayed completion of the construction project.

SECTION II
BIDDER'S QUALIFICATION STATEMENT FORM

BIDDERS QUALIFICATION STATEMENT

Send to: Purchasing Department
City of Glenn Heights
1938-C S Hampton Road
Glenn Heights, Texas 75154

PROJECT: **JENKINS LANE ALLEY IMPROVEMENTS, RFB 2026-01**

CONTRACTOR: _____

Indicate One:

_____	Sole Proprietor	_____	Partnership	_____	Corporation	_____	Joint Venture	_____	Other

NAME: _____	PARTNER: _____
TITLE: _____	TITLE: _____
ADDRESS: _____	ADDRESS: _____
CITY: _____	CITY: _____
STATE & ZIP: _____	STATE & ZIP: _____
PHONE (____) _____	PHONE (____) _____

State and Date of Incorporation, Partnership, Ownership, Etc _____

Location of Principal Office: _____

Contact and Phone at Principal Office: _____

FAX at Principal Office: _____

Liability Insurance Provider and Limits of Coverage: _____

Workers Compensation Insurance Provider: _____

Surety (Performance and Payment): _____

Address: _____

Contact and Phone: _____

Total number of employees to be associated with this job: _____

Managerial: _____ Administrative: _____ Professional: _____

Skilled: _____ Semi-skilled: _____ Other: _____

Percentage of Work to be done by bidder (Based on Dollars bid): _____

Type(s) of Work to be done by bidder (examples: utility construction, concrete paving, water lines, sanitary sewer lines, storm pipe, storm inlets, excavation, etc.)

Access to tools and equipment: Percent Owned _____ % Percent Rented _____ %

Number of years in business as a contractor on above types of work: _____

Types of work to be done by subcontractors: Include name, address, and phone number of subcontractors. Use additional sheets if needed.

TYPE OF WORK

SUB CONTRACTOR

List your most current completed projects with information similar to the type of work bid. (Use additional sheets if necessary)

Project: _____
Project Description: _____
Owner/Agency: _ _____
Year Built: _____ Contract Price: _____
Contact Person: _____ Phone: _____

Project: _____
Project Description: _____
Owner/Agency: _____
Year Built: _____ Contract Price: _____
Contact Person: _____ Phone: _____

Project: _____
Project Description: _____
Owner/Agency: _____
Year Built: _____ Contract Price: _____
Contact Person: _____ Phone: _____

Trade References (list company, address, contact person, and phone)

Bank References: (list institution, address, contact person, and phone)

Claims and Suits (If the answer to any of the questions below is yes, please attach details):

Has your organization ever failed to complete any work awarded to it? _____

Are there any judgments, claims arbitration proceedings, or suits pending or outstanding against your organization or its officers? _____

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? _____

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? _____

I _____ being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Dated this _____ day of _____, _____

Name of Organization: _____

By: _____
(Signature) (Title)

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____

seal

Notary Public in and for said County and State

My Commission Expires: _____

BIDDERS AFFIDAVIT

(Note: Failure or refusal to complete this form may result in rejection of your bid.)

The undersigned Contractor/Bidder certifies that safety records from the Dallas OSHA office or the local OSHA office in which this firm does business does not reflect penalties for six (6) or more serious violations, none of which may be repeat violations; nor does it reflect three (3) or more willful violations, none of which may be repeat violations within the preceding three (3) years.

(Attach Safety Record from appropriate OSHA office)

(Print or Type in permanent black ink)

Name of Signatory

Title

Address w/City, State & Zip

Corporate Authorized signatory (Only)

Title

Address w/City, State & Zip

*(Note: The above signature must be by a corporate officer, attach copy of official appointment.)

Legal Name of Bidder

Address

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned authority, on this _____ day of _____, _____ to certify which, witness my hand and seal of office affixed hereto.

seal

Notary Public in and for said County and State

My Commission Expires: _____

SURETY INFORMATION SHEET

Name of Surety _____

Address of Surety Company _____

Telephone number of Surety Company _____

Home Office Number _____

Local Office Number _____

Resident Agent Information

Resident Agent's Name _____

Resident Agent's Address _____

Resident Agent's Telephone Number _____

Is the surety listed on the current Federal Register? Yes _____ No _____

Proof must be provided to the City that the Surety is authorized to do business in Texas.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

SECTION III
BID PROPOSAL FORM

**BID PROPOSAL
FOR
CITY OF GLENN HEIGHTS, TEXAS
FOR
JENKINS LANE ALLEY IMPROVEMENTS, RFB 2026-01**

_____, 2026

To: The Honorable
Mayor and City Council
City of Glenn Heights
1938 S Hampton Road
Glenn Heights, TX 75154

The undersigned bidder, pursuant to the foregoing advertisement for bids, has carefully examined this bid proposal, the contract documents, special provisions, general provisions, special conditions, and the specifications and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services and any other items necessary to successfully commence and complete all the work fully as provided for in the plans, specifications and contract documents; and further binds himself upon formal acceptance of this Bid Proposal to execute a contract and bonds, according to the prescribed forms, for performing and completing the said work within the required time.

It is understood that the following quantities of work to be done are approximate only and are intended principally to serve as a guide in calculating the bids. It is further understood that the quantities of work to be done and materials to be furnished may be increased or decreased as may be considered necessary, in the opinion of the City, to complete the work as fully planned and contemplated, and that all quantities of work whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

No Texas sales tax shall be included on the prices bid for tangible personal property which is to be incorporated into and becomes a part of the finished project under this contract. This contract is issued by the City which qualifies for exemption pursuant to the provisions of Article 20.04 (1) of the Texas Limited Sales, Excise and Use Tax Act. The Contractor becomes a Seller of tangible personal property which is to be incorporated into and becomes a part of the finished project under this contract. Such materials which are made a part of the finished project are tax exempt. Equipment rentals, form materials, etc., which are used to construct the project and not incorporated in the finished project are not tax-exempt. As a Seller, the contractor may issue a Re-Sale Certificate in lieu of paying the sales tax at the time of purchase. The Re-Sale Certificate issued by the contractor in lieu of the sales tax shall comply with the State Comptroller's ruling No. 95-0.07. The Contractor must then receive an exemption certificate from the City for the materials incorporated into the project. Any such exemption certificate issued by the City in lieu of the sales tax shall be subject to the provisions of the State Comptroller's ruling No. 95-0.09 as amended to be effective October 2, 1968.

The unit prices shall include all labor, materials, equipment, overhead, profit, insurance, etc., to cover the completed work of the several kinds called for.

The work proposed to be done shall be accepted when fully completed and finished in accordance with the plans and specifications, to the satisfaction of the City. The undersigned certifies that the bid prices contained in this Bid Proposal have been carefully checked and are submitted as correct and final.

The undersigned bidder hereby declares that he/she has visited the site of the work and has carefully examined the contract documents and specifications pertaining to the work covered by the above bid, and he further agrees to commence work within seven (7) days after the date of written notice to do so shall have been given to him, and to substantially complete the same within the specified time limit, after the date of written notice to commence work has been issued.

Enclosed with this bid proposal is a cashier's check for _____ Dollars and _____ cents (\$ _____), or a bidder's bond in the sum of _____ dollars and _____ cents (\$ _____), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event this proposal is accepted and awarded by the Owner within sixty (60) days after the date bids are opened and the undersigned bidder fails to execute the contract and required bonds within seven (7) days after the date said proposal is awarded. Otherwise said check or bond will be returned to the undersigned bidder upon demand.

In the event of the award of a Contract to the Bidder, the Bidder will furnish Performance and Payment Bond for the full amount of the Contract, to secure proper compliance with the terms and provisions of the Contract, to insure and guarantee the work until final completion and acceptance, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the Contract.

Receipt is acknowledged of the following addenda to the Projects:

Addendum No. 1 dated	_____
Addendum No. 2 dated	_____
Addendum No. 3 dated	_____
Addendum No. 4 dated	_____

Respectfully Submitted, _____

Seal if bidder is a corporation. _____

Contractor

By: _____
Authorized Signature

Print Name

Title: _____

Address

City, State, Zip

Telephone: _____

Fax: _____

Bidder shall check the appropriate business entity:

A corporation organized and existing under the laws of the State of Texas. _____

A corporation organized and existing under the laws of the State of _____
(If a non-Texas Corporation, please attach a copy of the corporation's Articles of Incorporation.)

A partnership consisting of _____

A sole proprietorship owned by _____, an individua

BID SCHEDULE

JENKINS LANE ALLEY IMPROVEMENTS, RFB 2026-01

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	7,836	SF	Remove, haul off, and replace 8' x 1,032' of existing concrete alley, 6" depth: _____ Dollars and _____ Cents per linear foot	\$ _____	\$ _____
2	830	SF	Remove, haul off, and replace 10' x 83' of existing concrete alley, 6" depth: _____ Dollars and _____ Cents per each	\$ _____	\$ _____
3	1	EA	Clearing and grading of the project: _____ Dollars and _____ Cents per each	\$ _____	\$ _____

TOTAL BID OF ITEMS 1 THROUGH 3: _____DOLLARS AND
_____CENTS

NOTE:

CONTRACT TIME IS NINETY (90) CALENDAR DAYS.

SECTION IV
CONTRACTOR'S AFFIDAVIT FORM

CONTRACTOR'S AFFIDAVIT OF FINAL PAYMENT RELEASE

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, State of _____, County of _____, on this day personally appeared _____, who after being by me duly sworn, deposes, and says as follows:

1. That he/she is _____ (Title), of _____
_____,
(Contractor"), a _____ (type of entity, such as corporation, partnership, sole proprietorship, etc.) situated in the County of _____, State of _____, and the City of Glenn Heights, Texas (the "City"), a municipal corporation, situated in the State of Texas, County of Dallas, awarded Contractor a contract, the terms of which are set forth in a written document dated, _____, _____, 20__ and titled

(hereinafter, the "**Contract Documents**") for a total consideration of _____ **DOLLARS AND CENTS (\$_____)** for the labor, services and/or materials to be provided to the City (the "**JENKINS LANE ALLEY IMPROVEMENTS RFB 2026-01**") and said total consideration includes the amounts set forth in written, agreed-upon change order(s), if any, arising from or relating to the **Contract Documents** and/or the **PROJECT**.

2. That, the City has reviewed and approved the Contractor's completion of the **PROJECT**;
3. That, Contractor has fully satisfied and paid any and all claims that may be covered by Chapter 53 of the Texas Property Code, as amended, as well as any and all bonding requirements under the Texas Local Government Code (ex., **Section 252.044. Contractor's Bond**), as amended and/or the Texas Government Code (ex., **Chapter 2253. Public Work Performance and Payment Bonds**), as amended, or any other applicable state statutes or Charter provisions of the City;
4. That, all bills for labor, services, and/or materials that arose from or relate to the **PROJECT** have been paid and discharged by Contractor;
5. That, in addition to any funds which may have been previously paid by the City, the Contractor hereby accepts the amount of: _____
DOLLARS and _____ CENTS (\$ _____) as FULL AND FINAL PAYMENT for the **PROJECT**, and waives and releases any right he/she or his/her above-named company (as well as his/her/its successors and assigns) may have to pursue claims of any nature against the City arising out of or in any manner connected with the performance of and the completion of the **Contract Documents** and/or the **PROJECT**, including but not limited to, claims for damages suffered by third parties or Contractor due to any cause, as well as claims for delay, additional compensation, or for recovery of liquidated damages which may have been withheld by the City.

6. This Affidavit is given pursuant to the final payment provisions of the **Contract Documents** and shall not be deemed to alter or modify the terms and provisions of the **Contract Documents**.

seal (if corporation)

Contractor (Company Name)

By: _____
Signature

(Print Name and Title)

THE STATE OF _____

COUNTY OF _____

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned Notary Public in and for said County and State, on this the _____ day of _____, 2026.

seal

Commission Expires:

Notary Public in and for said County and State

SECTION V
STANDARD CONTRACT FORMS

STATE OF TEXAS

THIS AGREEMENT, made and entered into this _____ day of _____ 2026, by and between the City of Glenn Heights, Texas a municipal corporation of Dallas county and Ellis County, Texas acting through the Mayor and City Secretary, thereunto duly authorized so to do, Party of the First hereinafter termed City; and _____ a (corporation, sole proprietorship) of _____ County, Texas, acting under the laws of the State of Texas, Party of the Second Pan, hereinafter termed Contractor.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City, the undersigned Contractor hereby agrees with said City to commence and complete **JENKINS LANE ALLEY IMPROVEMENTS, RFB 2026-01**. All work in connection with this project shall be done under the terms, conditions, and as provided for in the contract documents and in accordance with the plans and specifications, all of which are attached hereto and incorporated herein for all purposes.

It is further agreed that the General Conditions and Specifications have been identified by the endorsement of the Contractor.

The Contractor further agrees at its sole cost and expense to furnish without limitation all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction in accordance with the conditions and prices stated in the bid proposal, attached hereto and incorporated herein for all purposes.

The Contractor hereby agrees to commence work within seven (7) days after the date of written notice by the City to commence work and to prosecute same diligently without interruption within specified time limit, after date of the written notice to proceed.

Until written acceptance of the work by the City, all risks of loss, injury, or destruction from any cause, shall be borne by the Contractor. Responsibility of the Contractor shall extend to materials and equipment.

The Contractor further agrees to carry and maintain the following insurance, and to submit certificates to evidence same to the satisfaction of the City prior to starting any work covered by this agreement. The certificates shall state that ten (10) days written notice by way of certified mail shall be given to the City by the insurance company before any policy covered thereby is changed or canceled:

- A. Workmen's Compensation as required by law.
- B. Comprehensive and General Public Liability Insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.
- C. Property Damage Insurance with limits of at least \$2,000,000 per occurrence and \$2,000,000 aggregate.

D. Comprehensive Automobile Liability Insurance with limits of at least \$2,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, and \$2,000,000 per occurrence for property damage.

The insurance as required herein shall include an endorsement to provide indemnification to the City and the certificates evidencing such insurance shall include a specific reference to such indemnification which requires the City to be named as an additional insured.

THE CONTRACTOR FURTHER AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY AND ITS EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY FOR LOSS, DAMAGE OR EXPENSE FOR WHICH THE CITY MAY BE HELD LIABLE BY REASON OF INJURY (INCLUDING DEATH) TO ANY PERSON OR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE OPERATION TO BE PERFORMED UNDER THIS AGREEMENT.

The City agrees to pay the Contractor in current funds for the performance of the work herein contracted to be done in accordance with the provisions of the General Conditions, Specifications and Proposal, and any attachments thereto, all of which are made a part hereof and collectively evidence and constitute the entire agreement, and in accordance with the provisions of Article 5160 of the revised Civil Statutes of Texas as amended. (Could also be "Vernon's Texas Codes Annotated-Government Code-Title 10, as amended.)

The Contractor agrees that this agreement shall not be transferred, assigned, or subcontracted without the advance written approval of the City. Subcontracting shall not relieve the Contractor of its primary responsibility.

The Contractor shall furnish and maintain all necessary safety equipment, e.g., barriers, barricades, signs, warning lights, or guards to provide adequate protection of persons and property.

IN WITNESS WHEREOF, the parties to these presents have hereunto executed this agreement on the ____ day of _____ 2026.

CONTRACTOR:

By: _____

Title: _____

ATTEST: _____

Printed Name: _____

OWNER:

CITY OF GLENN HEIGHTS

By: _____

Clifford Blackwell
City Manager

ATTEST: _____

Brandi Brown
City Secretary

APPROVED AS TO FORM:

Lan'Tiqua M. Burks
City Attorney

BID BOND

STATE OF TEXAS

§

§

COUNTY OF

§

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is _____ of the City of _____, County of _____, State of _____, (hereinafter referred to as "Principal"), and _____ (hereinafter referred to as "Surety"), a corporation organized under the laws of the State of _____ and _____ authorized under the laws of the State of Texas to act as Surety on bonds for principals, are held and firmly bound unto _____ (hereinafter referred to as "OWNER") in the penal sum of \$ _____ in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

SIGNED, SEALED and DATED this _____ day of 2026

WHEREAS, the Principal is herewith submitting its proposal for _____

the condition of the above obligations are such that if the aforesaid Principal shall be awarded the Contract, the said Principal will, within the time required, enter into a Contract and give Bonds, if required, for the faithful performance of the Contract and the prompt payment for labor and materials in the prosecution thereof, then this obligation shall be null and void; otherwise the Principal and Surety will pay unto the OWNER the full penal sum hereof, as liquidated damages, it being difficult and impractical to determine accurately the actual amount of damages occurring to OWNER by reason of Principal's failure to execute said Contract and Bonds.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie exclusively in _____ County, Texas.

The Resident Agent of the Surety for delivery of notice and service of process is:

Name: _____

Address: _____

Phone number:

WITNESS _____ PRINCIPAL _____

Printed/Typed Name _____

Title: _____

Company: _____

Address:

WITNESS

SURETY

Printed/Typed Name _____

Title: _____

Company: _____

Address:

NOTE: CERTIFIED COPY OF POWER-OF-ATTORNEY SHOULD BE ATTACHED HERETO.

PERFORMANCE BOND

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS. that _____
_____ (hereinafter called the Principal) as Principal,
and _____, a _____, organized
and existing under the laws of the State of Texas with its principal office in the City of _____
_____, County, State of _____
(hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Glenn Heights,
Texas (hereinafter called the Obligor) in the amount of _____

_____ Dollars
and _____ Cents (\$ _____), for the payment
whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors,
successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligor, dated the _____
day of _____, 2026, which contract, and the plans and specifications therein mentioned are
hereby expressly made a part thereof as though the same were written and embodied herein;

NOW, THEREFORE, the condition of this obligation is such, that, if the said Principal shall faithfully
perform the work in accordance with the plans, specifications and contract documents, then this obligation
shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of Vernon's
Texas Codes Annotated- Government Code- Title 10, as amended, and in accordance with Section 1, Chapter
87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code), as
amended; liabilities on this bond shall be determined in accordance with the provisions of said Article to the
same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this
_____ day of _____, 2026.

(seal)

PRINCIPAL:

ATTEST:

(Company Name)

(Authorized Official)

By: _____
(Name and Title)

(seal)

SURETY:

ATTEST:

(Company Name)

(Authorized Official)

By: _____
(Name and Title)

PAYMENT BOND

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS, that _____
(hereinafter called the Principal) as Principal, and _____ a
corporation organized and existing under the laws of the State of Texas with its principal office in the City
of _____, (hereinafter called the Surety), as _____
Surety, are held and firmly bound unto the City of Glenn Heights, Texas (hereinafter called the Obligee in
the amount of _____ Dollars and Cents (\$ ____), for the payment whereof, the said
Principal and Surety bid themselves, and their heirs, administrators, executors, successors, and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the ____ day
of _____, 2026, the plans and specifications, which Agreement is hereby referred to and
made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such, that, if the said Principal shall pay all
claimants supplying labor and material to it or a subcontractor in the prosecution of the work provided for
in said Agreement, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of
Vernon's Texas Codes Annotated- Government Code- Title 10, as amended; and in accordance with Section
1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas
Insurance Code), as amended; and liabilities on this bond to all such claimants shall be determined in
accordance with the provisions of said Article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this
_____ day of _____, 2026.

(seal)

ATTEST:

(Authorized Official)

(seal)

ATTEST:

(Authorized Official)

PRINCIPAL:

(Authorized Representative)

By: _____
(Representative Title)

SURETY:

(Authorized Representative)

By: _____
(Representative Title)

MAINTENANCE BOND

STATE OF TEXAS
COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____,
_____, as Principal, and _____
as Surety, are hereby held and firmly bound unto the City of Glenn Heights, Texas, as Obligee, in the
penal sum of _____ Dollars
and _____ Cents, (\$ _____) for the payment of which well and truly to be made, we hereby jointly and severally bind
ourselves, our heirs, executors, administrators, successors and assigns by these presents.

WHEREAS, _____ entered
into a written agreement with the City of Glenn Heights, Texas, on the _____ day of
_____, 2026, which agreement and contract documents therein mentioned are hereby
expressly made a part hereof as though the same were written and embodied herein.

WHEREAS, under the plans, specifications, general conditions, and instructions to bidders and any attachments
thereto herein referred to as contract documents, the Contractor shall keep in good repair the work therein
contracted to be done and performed thereunder for a period of one (1) year, beginning from the date of completion
of the agreement and final acceptance by the City, it being understood that the purpose of this section is to cover
only defective conditions arising by reason of defective materials, work, or labor performed by the said Contractor;

NOW, THEREFORE, if the said Contractor shall keep and perform its said agreement to maintain said work and
keep the same in repair for the said maintenance period of one (1) year, as provided, then these presents shall be
null and void, and have no further effect, but if default shall be made by the said Contractor in the performance of
its contract to so maintain and repair said work, then these presents shall have full force and effect, and the said
City of Glenn Heights, Texas, shall have and recover from the said Contractor and its Surety damages in the
premises, as provided for in said contract documents.

PROVIDED, HOWEVER, there shall be no liability on the surety for any damage resulting from
fire, acts of God or accidents.

IN WITNESS WHEREOF, this instrument is executed and sealed this the _____ day of
_____, 2026.

SURETY

Principal/Contractor

Attorney in Fact

By: _____
Title

WITNESS AS TO SURETY:

SECTION VI
DAVIS-BACON COMPLIANCE

1 "General Decision Number: TX20260294 01/02/2026
2
3 Superseded General Decision Number: TX20250294
4
5 State: Texas
6
7 Construction Type: Highway
8
9 Counties: Collin, Dallas, Delta, Denton, Ellis, Grayson,
10 Hunt, Johnson, Kaufman, Parker, Rockwall, Tarrant and Wise
11 Counties in Texas.
12
13

14 HIGHWAY CONSTRUCTION PROJECTS
15

16 Modification Number Publication Date
17 0 01/02/2026
18

19 SATX2025-007 11/15/2023
20

	Rates	Fringes
23 Asphalt Distributor Operator.....	\$ 24.40	0.00
24		
25 Asphalt Paving Machine		
26 Operator.....	\$ 22.52	0.00
27		
28 Asphalt Raker.....	\$ 19.87	0.00
29		
30 Broom or Sweeper Operator.....	\$ 18.01	0.00
31		
32 Concrete Finisher, Paving and		
33 Structures.....	\$ 22.48	0.00
34		
35 Concrete Pavement Finishing		
36 Machine Operator.....	\$ 24.07	0.00
37		
38 Concrete Saw Operator.....	\$ 20.34	0.00
39		
40 Crane Operator, Hydraulic 80		
41 tons or less.....	\$ 31.32	0.00
42		
43 Crane Operator, Lattice Boom		
44 80 Tons or Less.....	\$ 29.90	0.00
45		
46 Crane Operator, Lattice Boom		
47 Over 80 Tons.....	\$ 33.55	0.00
48		
49 Crawler Tractor Operator.....	\$ 24.06	0.00
50		
51 Electrician.....	\$ 36.10	0.00
52		
53 Excavator Operator, 50,000		
54 pounds or less.....	\$ 25.08	0.00
55		
56 Excavator Operator, Over		
57 50,000 pounds.....	\$ 25.34	0.00
58		
59 Flagger.....	\$ 14.80	0.00
60		
61 Form Builder/Setter,		
62 Structures.....	\$ 22.50	0.00
63		
64 Form Setter, Paving & Curb.....	\$ 20.89	0.00
65		
66 Foundation Drill Operator,		
67 Crawler Mounted.....	\$ 29.25	0.00
68		
69 Foundation Drill Operator,		

70	Truck Mounted.....	\$ 29.86	0.00
71			
72	Front End Loader Operator, 3		
73	CY or Less.....	\$ 20.93	0.00
74			
75	Front End Loader Operator,		
76	Over 3 CY.....	\$ 22.56	0.00
77			
78	Laborer, Common.....	\$ 18.01	0.00
79			
80	Laborer, Utility.....	\$ 19.32	0.00
81			
82	Loader/Backhoe Operator.....	\$ 23.22	0.00
83			
84	Mechanic.....	\$ 27.44	0.00
85			
86	Milling Machine Operator.....	\$ 20.94	0.00
87			
88	Motor Grader Operator, Fine		
89	Grade.....	\$ 27.09	0.00
90			
91	Motor Grader Operator, Rough.....	\$ 24.90	0.00
92			
93	Off Road Hauler.....	\$ 23.70	0.00
94			
95	Pavement Marking Machine		
96	Operator.....	\$ 22.35	0.00
97			
98	Pipelayer.....	\$ 22.46	0.00
99			
100	Reclaimer/Pulverizer Operator....	\$ 22.17	0.00
101			
102	Reinforcing Steel Worker.....	\$ 23.50	0.00
103			
104	Roller Operator, Asphalt.....	\$ 20.35	0.00
105			
106	Roller Operator, Other.....	\$ 18.60	0.00
107			
108	Scraper Operator.....	\$ 21.54	0.00
109			
110	Servicer.....	\$ 24.86	0.00
111			
112	Sign Erector.....	\$ 18.01	0.00
113			
114	Small Slipform Machine		
115	Operator.....	\$ 25.09	0.00
116			
117	Spreader Box Operator.....	\$ 23.59	0.00
118			
119	Telecommunication Technician.....	\$ 23.14	0.00
120			
121	Truck Driver Lowboy Float.....	\$ 25.57	0.00
122			
123	Truck Driver, Single Axle.....	\$ 20.60	0.00
124			
125	Truck Driver, Single or		
126	Tandem Axle Dump Truck.....	\$ 22.64	0.00
127			
128	Truck Driver, Tandem Axle		
129	Tractor with Semi Trailer.....	\$ 23.22	0.00
130			
131	Truck Driver, Transit-Mix.....	\$ 21.97	0.00
132			
133	Welder.....	\$ 23.72	0.00
134			
135	Work Zone Barricade Servicer.....	\$ 18.01	0.00
136	-----		
137			
138	WELDERS - Receive rate prescribed for craft performing		

operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA?", or "SC?" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated

208 rate.
209
210 Union prevailing wage rates are updated to reflect all changes
211 over time that are reported to WHD in the rates
212 in the collective bargaining agreement (CBA) governing the
213 classification.
214
215 Union Average Rate Identifiers
216
217 The UAVG identifier indicates that no single rate prevailed for
218 those classifications, but that 100% of the data reported for
219 the classifications reflected union rates. EXAMPLE:
220 UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a
221 weighted union average rate. OH indicates the State of Ohio.
222 The next number, 0010 in the example, is an internal number
223 used in producing the wage determination. The date, 01/01/2024
224 in the example, indicates the date the wage determination was
225 updated to reflect the most current union average rate.
226
227 A UAVG rate will be updated once a year, usually in January, to
228 reflect a weighted average of the current rates in the
229 collective bargaining agreements on which the rate is based.
230
231 Survey Rate Identifiers
232
233 The ""SU"" identifier indicates that either a single non-union
234 rate prevailed (as defined in 29 CFR 1.2) for this
235 classification in the survey or that the rate was derived by
236 computing a weighted average rate based on all the rates
237 reported in the survey for that classification. As a weighted
238 average rate includes all rates reported in the survey, it may
239 include both union and non-union rates. Example: SUFL2022-007
240 6/27/2024. SU indicates the rate is a single non-union
241 prevailing rate or a weighted average of survey data for that
242 classification. FL indicates the State of Florida. 2022 is the
243 year of the survey on which these classifications and rates are
244 based. The next number, 007 in the example, is an internal
245 number used in producing the wage determination. The date,
246 6/27/2024 in the example, indicates the survey completion date
247 for the classifications and rates under that identifier.
248
249 ?SU? wage rates typically remain in effect until a new survey
250 is conducted. However, the Wage and Hour Division (WHD) has the
251 discretion to update such rates under 29 CFR 1.6(c) (1).
252
253 State Adopted Rate Identifiers
254
255 The ""SA"" identifier indicates that the classifications and
256 prevailing wage rates set by a state (or local) government were
257 adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007
258 01/03/2024. SA reflects that the rates are state adopted. ME
259 refers to the State of Maine. 2023 is the year during which the
260 state completed the survey on which the listed classifications
261 and rates are based. The next number, 007 in the example, is an
262 internal number used in producing the wage determination.
263 The date, 01/03/2024 in the example, reflects the date on which
264 the classifications and rates under the ?SA? identifier took
265 effect under state law in the state from which the rates were
266 adopted.
267
268 -----
269
270 WAGE DETERMINATION APPEALS PROCESS
271
272 1) Has there been an initial decision in the matter? This can
273 be:
274
275 a) a survey underlying a wage determination
276 b) an existing published wage determination

c) an initial WHD letter setting forth a position on
a wage determination matter
d) an initial conformance (additional classification
and rate) determination

On survey related matters, initial contact, including requests
for summaries of surveys, should be directed to the WHD Branch
of Wage Surveys. Requests can be submitted via email to
davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as
conformance decisions, requests for initial decisions should be
directed to the WHD Branch of Construction Wage Determinations.
Requests can be submitted via email to BCWD-Office@dol.gov or
by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested
party (those affected by the action) that disagrees with the
decision can request review and reconsideration from the Wage
and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).
Requests for review and reconsideration can be submitted via
email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the
interested party's position and any information (wage payment
data, project description, area practice material, etc.) that
the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an
interested party may appeal directly to the Administrative
Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

"

SECTION VII
CITY OF GLENN HEIGHTS
CONTRACT RIDER



CITY OF GLENN HEIGHTS, TEXAS

**CONTRACT RIDER
FOR CONTRACTS FUNDED IN WHOLE OR PART
WITH FEDERAL GRANT FUNDS**

This Contract is funded in whole or in part by federal grants. Procurements in excess of the Simplified Acquisition Threshold must contain terms and provisions required under federal procurement guidelines, 2 CFR Part 200, Appendix II. This is an acknowledgement that federal funds will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, policies, procedures, and directives. The provisions of this Contract Rider will supersede any conflicting provision of the Contract Documents.

The City has considered and will only award this Contract to responsible contractors possessing the ability to perform successfully under the terms and conditions of the Contract. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and

of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

Minority/Women's Business Enterprises

The Contractor must make every effort and take all necessary affirmative steps to use local business firms and must contract with and assure that small, minority-owned, and/or women-owned businesses and labor surplus area firms are used when possible. Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists as potential sources;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Taking reasonable efforts to award subcontracts to be performed by eligible businesses located in or owned by residents of the City; and
6. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Davis-Bacon Act Compliance

1. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
2. *Minimum wages.*
 - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of this

section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided hereinafter. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of

Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
3. *Withholding.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or

any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

4. *Payrolls and basic records.*

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship

programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

- (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the appropriate federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the agency on request. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm>

or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the appropriate federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under section available for inspection, copying, or transcription by authorized representatives of the City or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
5. *Apprentices and trainees*
- (i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If

the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work

actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- 6. *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- 7. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through [\(10\)](#) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- 8. *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 9. *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 10. *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- 11. *Certification of eligibility.*
 - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Copeland "Anti-Kickback" Act.

1. *Contractor.* The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the City or appropriate federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. *Breach.* A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

Contract Work Hours and Safety Standards Act.

1. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the

overtime wages required by the clause set forth in paragraph (b)(1) of this section.

3. *Withholding for unpaid wages and liquidated damages.* The City or appropriate federal agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.
4. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Federal Clean Air Act; Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance or grants.
4. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
5. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
6. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance or grants.

Suspension and Debarment

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such,

the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (

2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer (contractor) agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

In submitting a bid in response to this Invitation, and in accordance with 2 CFR section 180.300, the principal of this contract as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies. If during the contract period the contractor or its principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the Contractor or principal shall immediately inform the City. The principal agrees that this section will be enforced on each of its subcontractors and will inform the City of any violations of this section by subcontractors to the contract. The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

Byrd Anti-Lobbying Act; Contractor Certification

The contractor, by execution of the Contract, certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any. Signature of Contractor's Authorized Official

Recovered Materials Procurement

1. In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule, meeting contract performance requirements, or at a reasonable price.
2. Information about this requirement, along with the list of EPA designated items, is available at EPA's

Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>. iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

Covered Telecommunications or Video Surveillance Services

1. *Definition of covered telecommunications equipment.* For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, and as described in Public Law 115–232, covered telecommunications equipment is:
 - i. telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
2. *Prohibitions.* The contractor is prohibited from obligating or expending loan or grant funds to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
 - iv. Unless an exception in this section applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee federal funds through this Contract to:
 - (a) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (b) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (c) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (d) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
3. *Exceptions.*
 - i. This section does not prohibit contractors from providing:
 - (a) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - ii. By necessary implication and regulation, the prohibitions also do not apply to:
 - (a) Covered telecommunications equipment or services that are not used as a substantial or essential component of any system; and are not used as critical technology of any system.
 - (b) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
4. *Reporting requirement.*
 - i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor

shall report the information in this section to the City, unless elsewhere in this contract are established procedures for reporting the information.

- ii. The Contractor shall report the following information pursuant to the foregoing subsection:
 - (a) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (b) Within 10 business days of submitting the above information: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
5. *Subcontracts.* The Contractor shall insert the substance of this section, including this subsection, in all subcontracts and other contractual instruments.”

Preference for Domestic Products

1. As appropriate and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section should be included in all subcontracts including all contracts and purchase orders for work or products under this Contract.
2. For purposes of this section:
 - i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum;

plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Federal Acknowledgements

1. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this Contract.
2. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this Contract.

Compliance with other laws and certification of eligibility to contract.

Any offer to contract with the City shall be considered an executed certification that the Contractor will comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court, administrative bodies or tribunals in any matter affecting the performance of the Contract, including without limitation, immigration laws, workers’ compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations.

Liability and Indemnity of City.

Any provision of the Contract 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. (Section 5, Article XI, Texas Constitution).

Indemnity and Independent Contractor Status of Contractor.

Contractor shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney’s fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the Contract and/or arising out of a willful or negligent act or omission of the Contractor its officers, agents, and employees. It is understood and agreed that the Contractor and any employee or subcontractor of Contractor shall not be considered an employee of the City. The Contractor shall not be within the protection or coverage of the City’s workers’ compensation insurance,

health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all Contractor's employees, representatives, or subcontractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City or is found to interfere with the effective and efficient operation of the City's workplace.

Confidentiality.

Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law is invalid. (Chapter 552, Texas Government Code).

Governing Law and Venue.

Texas law governs this Contract and any suit arising under this Contract must be filed in a court of proper jurisdiction in Dallas County, Texas, or in Ellis County if the job site is situated in Ellis County.

Certificate of Interested Parties (Texas Ethics Commission Form 1295).

1. For contracts that require City council approval or that is for services that would require a person to register as a lobbyist under Chapter 305 of the Texas Government Code, the City may not accept or enter into a contract until it has received from the contractor a completed and signed Texas Ethics Commission (TEC) Form 1295 complete with a certificate number assigned by the (TEC), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The contractor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract.
2. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately but must be provided to the City prior to the award of the contract. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any potential the contractor with respect to the proper completion of the TEC Form 1295.

Conflicts of Interest

Chapter 176 of the Texas Local Government Code requires that any Bidder or person considering doing

business with a Local Government entity, disclose in the CIQ questionnaire form, the Bidder or person's affiliation or business relationship that might cause a Conflict of Interest. The CIQ form shall be submitted with the Bidder's completed Bid Packet. Failure to submit any form under this Section shall result in the Bid being considered non-responsive.

The Bidder shall further certify (a) that its bid submittal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that he/she has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) that he/she has not solicited or induced any other person, firm, or corporation from proposing; and (d) that he/she has not sought by collusion to obtain for him/herself any advantage over any other respondents or over the City.

The Contractor shall file an updated completed CIQ questionnaire with the City's appropriate records administrator not later than the seventh business day after the date on which the Contractor becomes aware of an event that would make a statement in the previously-filed CIQ questionnaire incomplete or inaccurate.

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 the contractor verifies that the contractor 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 the contractor verifies that the contractor 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 The contractor represents that neither The contractor 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 the contractor verifies that the

contractor 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 contractor that 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 the contractor represents that neither the contractor 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.

ACKNOWLEDGED AND AGREED:

CONTRACTOR

By

(Signature)

(Type/Print Name)

(Title)

SECTION VIII
DAVIS-BACON COMPLIANCE FOR
FEDERALLY-ASSISTED CONSTRUCTION PROJECTS
CDBG/HOME PROJECTS

Dallas County

Community Development Grant (CDBG)

Contact:

Rachel Brown

CDBG Project Coordinator

500 Elm Street, Suite 3100

Dallas, TX 75202

Rachel.Brown@DallasCounty.org

214-653-6359 Phone

214-653-6517 Fax

DAVIS-BACON COMPLIANCE FOR FEDERALLY-ASSISTED CONSTRUCTION PROJECTS CDBG/HOME PROJECTS

*Visit the Office of Labor Relations on the World Wide Web HUD Home Page at: <http://www.hud.gov/offices/olr>
To comply with federal regulations, obtain a copy of A Contractor's Guide to Prevailing Wage Requirements for
Federally-Assisted Construction Projects.*

**THE FOLLOWING DOCUMENTS SHOULD BE INCLUDED IN ALL DALLAS COUNTY FEDERALLY-
ASSISTED CONSTRUCTION CONTRACTS (CDBG/HOME PROJECTS)**

December 2025

DAVIS-BACON STATUTORY PROVISIONS

[The Davis-Bacon Act \(40 U.S.C. 276a-276a-5\)](#). The Davis-Bacon Act--DBA provides that contracts in excess of \$2,000 to which the United States is party for the construction, alteration, and/or repair, including painting and decorating, or public buildings or public works which involve the employment of laborers and/or mechanics, shall contain provisions with respect to minimum wages, fringe benefits, payments without deductions or rebates, withholding funds from contractions to ensure compliance with the wage provisions, and termination of the contract or debarment for failure to adhere to the required provisions.

[Copeland Act \(Anti-Kickback Act\) \(40 U.S.C. 276c\)](#). The Copeland Act makes it a criminal offense for any person to induce, by any manner whatsoever, any person employed in the construction, prosecution, completion, or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment. The Act also provides for the submission of weekly statements of compliance and weekly payrolls by all contractors in a format which meets the requirements of 29 CFR Section 5.5 (see payroll attachment). The Copeland Act applies to both contractors and subcontractors. Department of Labor Regulation 29 CFR Section 3.3©, which implements the Act, indicates that the payroll statement requirements do not apply to any contract of \$2,000 or less.

[The Contract Work Hours and Safety Standards Act \(CWHSSA\)](#). The CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts **except** where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.

[The Fair Labor Standards Act \(FLSA\)](#). The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

Regulatory Provisions HUD Public Housing Agencies, Indian Housing Authorities, Local and State Housing and Community Development Agencies and Co-insuring Lenders which are responsible for the performance of labor standards administration and enforcement activities delegated by HUD use the regulations promulgated by the Secretary of Labor and contained in Title 29 of the Code of Federal Regulations (CFR) Parts 1,3,5, and 7. The Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in **Title 29 CFR Parts 1, 3, 5, 6 and 7**. *Part 1* explains how the DOL establishes and publishes DBA wage determinations (*aka wage decisions*) and provides instructions on how to use the determinations. *Part 3* describes Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. *Part 5* covers the labor standards provisions that are in your contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. *Part 6* provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Last, *Part 7* sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

HUD has delegated certain day-to-day enforcement responsibilities to Public Housing Agencies, Indian Housing Authorities, Local and State Housing and Community Development Agencies and Co-insuring Lenders, which directly administer HUD-assisted programs.

Dallas County CDBG Construction Projects

Davis-Bacon/Labor Relations Regulations

DOL Regulations are available on-line on the World Wide Web: http://www.dol.gov/dol/allcfr/Title_29/toc.htm
HUD program labor standards forms are available on-line at: www.hudclips.org/cql/index.cql

Construction Contract Provisions

Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents should be bound into the contract specifications.

1. The Labor Standards Clauses

The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-2554, Supplementary Conditions to the Contract for Construction, which is issued primarily for FHA multifamily housing and other construction projects administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG and HOME projects, and the HUD-5370, General Conditions of the Contract for Construction - Public and Indian Housing Program.

2. Davis-Bacon Wage Decisions

The Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid. Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g., residential, heavy, highway) and apply to specific geographic areas, usually a county or group of counties. Wage decisions are modified from time to time to keep them current. In most cases, when the contract is awarded or when construction begins, the wage decision is "locked-in" and no future modifications are applicable to the contract or project involved.

3. Responsibility of the Principal Contractor

The principal contractor (also referred to as the **prime or general contractor**) is responsible for the full compliance of all employers (the contractor, subcontractors, and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. (See *Contract Administrator* below.) The term "**prime contractor**" means the principal contractor; "**subcontractor**" means all subcontractors including lower-tier subcontractors; and the term "**employer**" means all contractors as a group, including the prime contractor and any subcontractors and lower-tier subcontractors.

4. Responsibility of the Contract Administrator

The **contract administrator** is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. We use this term to represent the person (or persons) who will provide labor standards advice and support to you and other project principals (e.g., the owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see **The Wage Decision**) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see **Compliance Reviews**) by conducting interviews with construction workers at the job site and reviewing payroll reports and oversees any enforcement actions that may be required. The contract administrator for Dallas County is Rachel Brown, CDBG Project Coordinator. Ms. Brown can be reached at Rachel.Brown@dallascounty.org or by phone at 214-653-6359 or via U.S. mail at 500 Elm Street, Ste. 3100, 3rd Floor, Dallas, Texas 75202.

Indian tribes and tribally-designated housing entities (TDHEs), and States, cities and counties under HUD's Community Development Block Grant (CDBG) and HOME programs. In these cases, the contract administrator will likely be local agency staff. In either case, guidance for you remains essentially the same. The DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

A. The Wage Decision

Davis-Bacon labor standards stipulate the wage payment requirements for *Carpenters, Electricians, Plumbers, Roofers, Laborers, and other construction work classifications* that may be needed for the project. The **Davis-Bacon wage decision** that applies to the project contains a schedule of work classifications and wage rates that must be followed.

The Work Classifications and Wage Rates. A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications. You'll want to make sure that the work classification(s) you need are contained in the wage decision and make certain you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (for example, residential and commercial work) and can be lengthy and difficult to read. Contact the *contract administrator* (HUD Labor Relations field staff or local agency staff) if you have any trouble reading the wage decision or finding the work classification(s) you need. To make reading lengthy wage decisions easier for you, the contract administrator may prepare a Project Wage Rate Sheet (HUD-4720). This Sheet is a one-page transcript that will show only the classifications and wage rates for a particular project. A blank copy of a Project Wage Rate Sheet is provided for you in the appendix. Also, a fillable version of this form is available on-line at HUDClips (see web address in the Appendix). Contact the contract administrator and/or the person monitoring your project for assistance with a Project Wage Rate Sheet.

ALL PRIME CONTRACTORS/SUB-CONTRACTORS MUST OBTAIN A COPY OF A CONTRACTOR'S GUIDE TO PREVAILING WAGE REQUIREMENTS FOR FEDERALLY-ASSISTED CONSTRUCTED PROJECTS.

B. Construction Contract Provisions:

1. Posting the Wage Decision

The prime contractor, is responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet) and a copy of a DOL poster called *Notice to All Employees* (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. Dallas County's *Notice to All Employees* poster is available here as an attachment in both English and Spanish. There is one available from HUD on-line at HUDClips (see address in the Appendix).

If additional "Trade" Classifications and Wage Rates are needed, refer to A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Constructed Projects and contact Rachel Brown, CDBG Project Coordinator, 500 Elm Street, Ste. 3100, 3rd Floor, Dallas, Texas, 75202 or e-mail Rachel.Brown@dallascounty.org

2. Certified Payroll Reports

You'll need to submit a weekly certified payroll report (CPR) beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final."
For many contractors, the Weekly Certified Payroll is the only Davis-Bacon paperwork you need to submit.

A. Payroll Formats

The easiest form to use is DOL's WH-347, **Payroll**. A sample copy of the WH-347 is included here as an attachment. You may access a fillable version of the WH-347 on-line at HUDClips (see web address in the Appendix). Also, the contract administrator can provide a few copies of the WH-347 that you can reproduce. You are *not required* to use Payroll Form WH-347. You are welcome to use any other type of payroll, such as computerized formats, as long as it contains all of the information that is required on the WH-347.

The weekly payroll form doesn't ask for any information that you don't already need to keep for wage payment and tax purposes. For example, you need to know each employee's **name, address and social security number**; his or her **work classification** (who is working for you and what do they do), the hours worked during the week, his or her **rate of pay**, the **gross amount earned** (how much did they earn), the amounts of any **deductions** for taxes, etc., and the net amount paid (how much should the paycheck be made out for). No more information than you need to know in order to manage your work crew and make certain they are paid properly. And, certainly, no more information than you need to keep for IRS, Social Security and other tax and employment purposes. You are required to submit certified payrolls to illustrate and document that you have complied with the prevailing wage requirements. The purpose of the contract administrator's review of your payrolls is to verify your compliance. Clearer and complete payroll reports will permit the contract administrator to complete reviews of your payroll reports quickly.

B. Payroll Certifications

The weekly payrolls are called *certified* because each payroll is signed and contains language certifying that the information is true and correct. The payroll **certification** language is on the reverse side of the WH-347. If you are using another type of payroll format you may attach the certification from the back of the WH-347, or any other format which contains the same certification language on the WH-347 (reverse). An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments and protect itself from financial loss should underpayments occur.

DOL's website has Payroll Instructions, and the Payroll Form WH-347, in a "fillable" PDF format at this address: www.dol.gov/esa/programs/dbra/forms.htm and at HUDClips.

C. "No Work" Payrolls

"No work" payrolls may be submitted whenever there is a temporary break in your work on the project, for example, if your firm is not needed on the project right now but you will be returning to the job in a couple of weeks. However, if you know that your firm will not be working on the project for an extended period of time, you may wish to send a short note to the contract administrator to let them know about the break in work and to give an approximate date when your firm will return to the project. If you send a note, you do not need to send "no work" payrolls.

D. Payroll Review and Submission

The prime contractor should **review** each subcontractor's payroll reports for compliance **prior** to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid *and* for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the contract administrator *through* the prime contractor.

E. Payroll Retention

Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as timecards, tax records, evidence of fringe benefit payments, for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.

F. Payroll Inspection

In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their *own* copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or from DOL.

1. Project and Contractor/Subcontractor Information

Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Indicate the *week dates* in the spaces provided. Numbering payrolls is optional but strongly recommended.

2. Employee Information

Each payroll on which each employee appears must contain the employee's name, address, and Social Security Number.

3. Work Classification

Each **employee** must be classified in accordance with the wage decision based on the type of work they actually perform.

a) **Apprentices or Trainees.** Each payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program.

b) **Split classifications.** For an employee that worked in a split classification, make a separate entry for each classification of work performed distributing the hours of work to each classification, accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

4. Hours Worked

The payroll should show **ONLY** the regular and overtime hours worked on this project. Show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours *should not* be reported on the payroll. In these cases, you should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for *all projects*. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.

5. Rate of Pay

Show the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and you **do not** participate in approved fringe benefit programs, **add** the fringe benefit rate to the basic hourly rate of pay. Also list the overtime rate if overtime hours were worked.

6. Piece-work

For any piece-work employees, the employer **must** compute an *effective hourly rate* for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any overtime hours. The effective hourly rate must be reflected on the certified payroll and the hourly rate may be no less than the wage rate (including fringe benefits, **if any**) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week-to-week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

7. Gross Wages Earned

Show the gross amount of wages earned for work performed on this project. *Note:* For employees with work hours and earnings on other projects, you may show gross wages for this project over gross earnings all projects (for example, \$425.40/\$764.85) and base deductions and net pay on the "all projects" earnings.

8. Deductions

Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (for example, Savings Account or Loan Repayment). Any voluntary deduction (that is, not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears.

9. Net Pay

Show the net amount of wages paid.

10. Statement of Compliance

The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Be sure to complete the identifying information at the top, particularly if you are attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, you must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that you are paying required fringe benefits to approved plans or programs; and 4(b) indicates that you are paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If you are paying a portion of the required fringe benefit to programs and the balance directly to the employee, explain those differences in box 4(c).

Remember, the overtime rate is computed at one and one-half times the basic rate of pay plus any fringe benefits.

Compliance Reviews

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. The DOL may also independently conduct its own reviews. In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. You will be notified by the contract administrator if these reviews find any discrepancies or errors. You will be given instructions about what steps must be taken to correct any problems.

1. **On-Site Interviews**

Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative, or HUD or DOL representative. The interviews are confidential, and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the on-going work. The interviewer will record the interview information, usually on a form HUD-11, *Record of Employee Interview*, and forward the interviews to the contract administrator.

2. **Project Payroll Reviews**

The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days, work classification and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed; that employees are paid no less than the wage rate for the work classification shown; apprentice and trainee certifications are submitted (where needed); employee or other authorizations for other deductions are submitted (where needed); etc.

D. Administrative Sanctions

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

A. DOL Debarment

Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the Davis-Bacon and Related Acts (DBRA) will be ineligible (debarred) to participate in any DBRA or Davis-Bacon Act contracts for up to 3 years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership, or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or can be initiated by the DOL. Debarment proceedings are described in DOL regulations 29CFR 5.12.

B. HUD Sanctions

HUD sanctions may include Limited Denials of Participation (LDPs), debarments and suspensions.

1) **LDPs.** HUD may issue to the employer a limited denial of participation (LOP) which prohibits the employer from further participation in HUD programs for a period up to one year. The LOP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD office. HUD regulations concerning LDP's are found at 24 CFR 24.700-24.714.

2) **Debarment and suspensions.** In certain circumstances HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

E. Falsification of Certified Payroll Reports

Contractors and/or subcontractors that are found to have willfully falsified payroll reports (Statements of Compliance), including correction certified payroll reports, may be subject to civil or criminal prosecution. Penalties may be imposed of \$1,000 and/or one year in prison for each false statement (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

Dallas County's Responsibilities for federally-assisted construction contracts (CDBG/HOME Projects)

Even though Dallas County is ultimately responsible for the proper administration and enforcement of the Federal labor standards on construction contracts covered by Davis-Bacon requirements, for federally-assisted construction contracts, the County's CDBG cities/sub-recipient's duties shall include ensuring that the bid documents contain all applicable forms, wage rates, etc. Dallas County's duties shall include:

Provide an applicable Wage Decision for the project

A wage decision is a listing established by the U.S. Department of Labor (DOL) for different work classifications, such as carpenter, electrician, plumber, laborer, and other construction work classifications, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid. Wage rates and decisions are found on-line at <http://www.wdol.gov/> or may be obtained from Rachel Brown, CDBG Project Coordinator Rachel.Brown@dallascounty.org 214-653-6359.

Include the wage decisions (and any modifications) in the bid documents

When construction work is procured through competitive bidding, the bid documents should include the applicable wage decisions. The CDBG city/sub-recipient should confirm that wage decisions included with the bid documents are current for the bid opening date.

Check the proposed prime construction contractor for eligibility status

Dallas County should verify that all prime contractors (and subsequently, their subcontractors) that are anticipated to be awarded the construction contract are not listed as "debarred" by the System of Award Management (SAM) prior to executing the construction contract. The SAM is available at <https://www.sam.gov/>. Each company /firm must be verified prior to the contract execution or the cost of the construction could be disallowed. Verification should be retained in the Davis-Bacon files that are maintained by Rachel Brown, CDBG Project Coordinator, Rachel.Brown@dallascounty.org. See the "Start of Construction Notice" form in this document.

Hold a preconstruction conference to explain labor standards

The CDBG city/sub-recipient should hold a preconstruction conference with the appropriate parties such as vendor, engineer/architect, prime contractor, subcontractor(s), inspector(s), applicable utility companies, and applicable County staff prior to the start of construction. During this conference, all parties should be advised of their responsibilities and obligations on a federally-funded or federally-assisted project. The applicable federal, state, local, and program guidelines should also be discussed.

The CDBG city/sub-recipient should document and retain preconstruction conference minutes, including a list of attendees and an outline of the required federal/state labor requirements. You may use the "Preconstruction Conference Report" form in this document. The preconstruction conference should include:

- Discussion of all construction details, time frame of project, payment requirements, labor standards, and required posters.

- Delivery of all bonds and certificates of insurance to the Grant Recipient;

- Delivery of all necessary General Wage Decisions and any additional classifications to the contractor along with instructions that will assist in completing the project.

Posters must be posted by the contractor at the site of work in a prominent and accessible place where the workers can easily read them. Dallas County's Davis-Bacon poster is available in both English and Spanish and copies may be obtained from Rachel Brown, CDBG Project Coordinator, **Rachel.Brown@dallascounty.org**, 214-653-6359. The prime contractor must post all applicable wage determinations with the poster.

The prime contractor should submit to the CDBG city/sub-recipient a list of each subcontract within 14 days of the subcontract award. The CDBG city/sub-recipient should submit a copy of the list to Rachel Brown, CDBG Project Coordinator **Rachel.Brown@dallascounty.org**, 214-653-6359 within three business days of the receipt of the list from the prime contractor.

Submit the *Start of Construction Notice*

The CDBG city/sub-recipient must submit a Start of Construction Notice to Rachel Brown, CDBG Project Coordinator **Rachel.Brown@dallascounty.org**, 214-653-6359 for each prime contractor awarded a construction contract over the amount of \$2,000 under the CDBG grant award. A separate notice must be submitted for each prime contractor and should reflect all subcontractors listed under that prime. **The Start of Construction Notice must be submitted to Dallas County no later than three business days after start of construction. Please use the "Start of Construction Notice" form in this document.**

Review project payrolls during construction

On-site Interviews: Each prime contractor and subcontractor must make their employees available for interviews at the job site with a representative from Dallas County or the DOL, if requested. The interviews are confidential. The employees will be asked about the kind of work they perform and their rate of pay. These interviews should cause as little disruption as possible to the on-going work. The interviewer will record the interview information on the Record of Employee Interview forms available in English and Spanish at **<http://www.hud.gov/offices/adm/hudclips/forms/hud1.cfm>** (HUD Forms HD-11 and HD-11SP).

Weekly payroll reviews: A prime contractor must complete a weekly certified payroll report and statement of compliance for itself and all its subcontractors, beginning with the first week in which construction begins on the project and for every week after until the work is complete. The prime contractor must submit the report and statement of compliance to Rachel Brown, CDBG Project Coordinator **Rachel.Brown@dallascounty.org**, 214-653-6359 **no later than one week after each weekly pay date**. Each report and statement will be kept in the construction contract files for each project. Prior to the submission of any payment request or request for reimbursements by Dallas County, a review of the payroll submissions to make certain that the payrolls are complete and signed, that employees are paid no less than the wage rate for the work classification shown, that apprentice and trainee certifications are submitted (where needed), that employee authorizations for other deductions are submitted (where needed), and compare the information on interview forms, if available, to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days, work classification, and rate of pay.

The Department of Labor Payroll Form WH-347 is the suggested payroll format for Dallas County HUD-funded projects. Employers may use any other type of payroll form, such as computerized formats, as long as all required information from WH-347 is included. Form WH-347 can be accessed at **<http://www.dol.gov/whd/forms/wh347instr.htm>**.

The prime contractor must submit weekly payrolls to Rachel Brown, CDBG Project Coordinator Rachel.Brown@dallascounty.org, 214-653-6359 using the WH-347 Form. The form should also be used to satisfy the requirement for submission of the Statement of Compliance.

DALLAS COUNTY should notify the Contractor and the CDBG city/sub-recipient if it finds any discrepancies or errors and ensure that all errors or discrepancies are corrected.

Additional Classification and Wage Rate

On occasion, the applicable Davis-Bacon wage decision does not contain all of the work classifications and wage rates needed to complete the construction work in a given locality. If needed, the contractor should request an additional classification and wage rate as soon as possible by contacting Rachel Brown, CDBG Project Coordinator, Rachel.Brown@dallascounty.org 214-653-6359. Ms. Brown will then make an inquiry of the U.S. Department of Labor (DOL), as appropriate.

If an additional classification or wage rate is needed after a contract has been awarded, the prime contractor must submit a written "conformance" request to Dallas County. Subcontractors must submit their requests through the prime contractor. Generally, contractors will complete and sign form SF-1444, "*Request for Authorization of Additional Classification and Rate*" (available on-line at www.wdol.gov/library.aspx). The contractor is not required to use the SF-1444 form, but must provide the same information that is requested in that form. The request for approval must be submitted within 30 days of initial employment of workers in the additional classification. The contractor should contact Rachel Brown, CDBG Project Coordinator Rachel.Brown@dallascounty.org. 214-653-6359 to determine what the next step in the process will be. The contractor should also give the CDBG city/sub-recipient a copy of its written conformance request.

Submit construction completion reports

Upon completion of the construction contract, a final inspection must be conducted and all parties must agree that the work is acceptable.

A *Certificate of Construction Completion (COCC)* is required for each construction contract and documents acceptance of the project by the Grant Recipient/ CDBG engineer/ and/or contractor.

A *Final Wage Compliance Report (FWCR)* signed by the CCC is required for each construction contract subject to Davis-Bacon.

The COCC and FWCR must be received and approved prior to final reimbursement from Dallas County for each construction contract. If the final construction invoice is to be paid using HUD funds, the COCC and FWCR must be submitted with the last construction invoice for which grant funds are requested.

Start of Construction Notice

Submit one notice for each construction contract over \$2,000.00

CDBG City: _____ CDBG Project Amount: _____

CDBG Project Name: _____

Contractor Name and Address : _____

Wage Decision Number | **TX** | Published Date: _____

Ten-Day Confirmation **Date of Confirmation:** _____

Confirmed

Wage Decision Number | **TX** | Published Date: _____

ELPS Eligibility Verification (Contractor Clearance)

(Look up on www.epls.gov)

Prime Contractor: _____ Date Cleared: _____

Principal & Title _____

List of Sub-Contractors:

Name of Sub	Date Cleared	Name of Sub	Date Cleared

Construction Contract Amount: \$ _____

Bid Opening Date: _____

Contract Execution Date: _____

Construction Start Date: _____

Verified by: _____ **Date Verified:** _____

CDBG City/Sub-Recipient

Email Address: _____ Telephone Number: _____

**If completed by CDBG city/sub-recipient, this form should be submitted electronically
via e-mail to Rachel.Brown@dallascounty.org**

**Preconstruction Conference Report
Dallas County federally-assisted Project
(CDBG/HOME Project)**

Date: _____ Time: _____

Location of Preconstruction Conference: _____

A preconstruction conference was held at the above date, time, and place.

A copy of the sign-in sheet for attendees is attached.

Project Name: _____

Project Location: _____

Project Description: _____

The following subjects were discussed at the preconstruction conference:

This project is subject to the Davis-Bacon Act (OBA), Copeland Act, Contract Work Hours Safety Standards Act (CWHSSA), and the Fair Labor Standards Act (FLSA). OBA specifies the minimum wages to be paid the various classes of laborers and mechanics employed on the project. The Copeland Act prohibits kickbacks being paid by the employee to the employer and sets the requirement for submission of payrolls on a weekly basis. CWHSSA sets a uniform standard of a 40-hour work week with time and a half the basic rate of pay for all work in excess of 40 hours. FLSA sets out the requirement for payment of minimum wages, maximum hours, overtime pay, child labor standards and prohibits wage discrimination on the basis of sex.

The requirements for compliance with these acts include:

- The suggested payroll form is the WH-347. Any other payroll used must contain the same information and be accompanied by a WH-348, Statement of Compliance. Payrolls must contain an original signature by the owner, partner, officer or individual authorized in writing by one of the above.
- Payrolls must be original and must be submitted weekly to Dallas County within 7 days following the end of the work week to the labor standards officer. A pay period is seven consecutive days.
- Payrolls should be numbered consecutively, with the first one being marked "initial" and the last being marked "final".
- All persons working on the job site must be shown on the payroll. The address and social security number of the worker must be shown on each payroll on which that individual appears.
- Payment of overtime at 1.5 times the regular rate of pay must be made for all hours in excess of 40 hours in a 7-day work week.
- The rate of pay must be at least equal to that in the wage decision that is contained in the contract documents.

- Only deductions that are required by law, or voluntarily authorized by the workers in accordance with Copeland Act, may be made from paychecks of the workers. Authorization by the employee for all deductions not required by law must be submitted.
- Apprentices may be employed on the project; however, they must be certified by the Bureau of Apprenticeship & Training and the allowable ratio of apprentices to journeymen must not be exceeded. A certificate for each apprentice must be provided to Dallas County.
- Employees must be classified in accordance with the applicable wage decision. Unless a "helper" classification is found in the decision, "helpers" may not be used on the project. Employees must be classified and paid based on the work they perform. Generally speaking, only journeymen may use the tools of a trade.
- Any classification that does not appear on the wage decision must be requested from Dallas County and/or the U.S. Department of Labor prior to the use of that classification on the project.
- The wage decision, posters, and any additional classifications provided must be posted in a prominent place on the job site for the duration of the construction project.
- Liquidated Damages may be assessed for failure to pay the proper overtime rate. The liquidated damages liability equals \$10 per day per worker per violation. Additionally, wage restitution must be made to any worker who is underpaid.
- Failure to comply with the labor standards requirements can result in the withholding of sufficient payments to ensure the proper payment of all workers and any liquidated damages.
- The prime/general contractor will be required to certify that all laborers and mechanics employed on the project have been paid hourly rates as prescribed by the applicable laws.
- If the owner of a company performs work on the project, the owner must list him/herself on the payroll and must show the hours worked each day and total hours for the week.
- Any person who is employed on a piece-work basis must be shown on the payroll. The hours worked each day and total hours for the week must be shown. The hourly rate of the piece worker must equal or exceed the prescribed hourly rate for the particular work classification.
- Sub-contractors must be cleared prior to the execution of the sub-contract, and any sub-contracts must include the labor standards provisions and the applicable wage rate.

The person(s) who will monitor this project for compliance with the labor requirements is:

CDBG City

Rachel Brown, CDBG Project Coordinator

Additional items addressed at the conference included: _ _ _ _ _

Prepared by: _____ Date: _____

Certificate of Construction Completion

SUBMIT ONE FOR EACH CONSTRUCTION CONTRACT OVER \$2,000.00 TO

Rachel.Brown@dallascounty.org 214-653-6359

CDBG City: _____

Project Name: _____

This is to certify that a final inspection of the project described below was conducted on the _____ day of _____, 20____

Contract was entered into on the _____ day of _____, 20____ between _____ and _____ for the construction of _____

This is to further certify that:

1. The work has been completed in accordance with the plans and specifications and all addenda, change order and supplemental agreements thereto, with the following exceptions:

2. The Contractor has presented on behalf of itself and its sureties, satisfactory evidence that he or she will repair, replace and make good any faulty workmanship and/or materials discovered in the work within a period of _____ months from this date, as provided in the Contract.

3.	Amount of the Original Contract	\$ _____
	Cumulative Change Orders	\$ _____
	Final Amount of Contract	\$ _____
	Less Previous Payments	\$ _____
	FINAL PAYMENT (Balance)	\$ _____

4. The Final Payment in the amount above is now due and payable

Certified by:

Title

Title

Title

Firm

Firm

City/County of

Final Wage Compliance Report

SUBMIT ONE FOR EACH CONSTRUCTION CONTRACT OVER \$2,000.00 TO

Rachel.Brown@dallascounty.org 214-653-6359

CDBG City: _____

Project Name: _____

Contraction Completion Date: _____ Contract Amount \$: _____

Prime Contractor: _____

Sub-Contractor: _____

PART I - Wage Restitution

Were any workers paid less than the Davis-Bacon rates that applied to this project? If YES, fill in the box below D Yes D No

Were any workers paid less than the correct overtime payments? D Yes D No

If YES, liquidated damages at the rate of \$10 for each calendar day for each worker must be calculated and the contractor notified of his liability. Provide information concerning the nature of the overtime violations. This should include:

Company Name	Names of Affected Employees	Amount of Davis-Bacon Restitution Paid	Amount Of CWHSSA (overtime) Restitution Paid	Davis-Bacon Wage Violation? (Yor N)	CWHSSA (overtime) Violation? (YorN)

PART II - Liquidated Damages

Attach copies of all correspondence relative to any Liquidated Damages (i.e. letter to company assessing liquidated damages, copies of payrolls showing discrepancies, copies of evidence of back wages pages (canceled checks or other acceptable evidence, copy of waiver request letter).

Did the Contractor seek a reduction or waiver of the liquidated damages? ☐ Yes ☐ No
If YES, was the request approved? D Yes, reduction D Yes, waiver

Total amount of Liquidated Damages paid: \$ _____

Number of workers owed restitution but unfound:

Total restitution owed to unfound workers: \$ _____

Name: _____ Title: _____

Signature: _____ Date: _____

Additional Information

You may access current wage determinations at: <http://www.wdol.gov/>.

Record of Employee Interview forms in English and Spanish, as well as instructions, are available at: <http://www.hud.gov/offices/adm/hudclips/forms/hud1.cfm>

The Department of Labor's Payroll Form WH-347 is available from the Wage and Hour Division Web site at: <http://www.dol.gov/whd/forms/wh347instr.htm>

The Exclude Parties List system is available at: <https://www.epls.gov/>

The Department of Labor's Davis-Bacon poster may be found at:
<http://www.dol.gov/whd/regs/compliance/posters/davis.htm>

For further information or assistance may be found at these links:
Davis-Bacon and Related Acts: <http://www.dol.gov/>

ATTACHMENTS INCLUDE:

- Compliance Procedures
- Contact Information
- ----- Wage Rate Poster (In Both English and Spanish)
- ----- Conflict of Interest Form
- Current General Wage Decision applicable for this Federally-Assisted Project
- Form WH-347 Timesheets and Statement of Compliance Certifications
must be submitted weekly to Dallas County

Compliance Procedures

The Davis-Bacon and Related Acts (DBRA) apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. DBRA contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The DBA prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

In order to be held in compliance and satisfy this new federal requirement, entities *will* need to do the following:

- 1. Wage Determinations & Certifications** - Wage decisions must be included in the bidding and contract documents. Federal Wage Determinations may be obtained online at <http://www.wdol.gov/>. If DBA prevailing wage rates are applicable, your bid packages must include the current OBA general wage determination for the area where construction will occur. A wage determination update issued less than 10 days before bid opening shall be in effect unless there is not a reasonable time to notify all prospective bidders. In these cases, the relevant facts should be documented in the contract file. DBA prevailing wage rates may be obtained on-line or you may receive a copy of the most current rates that apply to your construction project from Dallas County-Rachel Brown, CDBG Project Coordinator, 500 Elm Street, Ste. 3100, 3rd Floor, Dallas, Texas, 75202 or e-mail Rachel.Brown@dallascounty.org or at 214-653-6359.
- 2. Contractor Payroll Requirements** - The contractor(s) is required to pay the prevailing wage rates on a weekly basis to laborers and mechanics in accordance with the requirements of 29 CFR 5.5, which are incorporated into the actual construction contract. The DOL Payroll Form WH-347 can be found at the following link: <http://www.dol.gov/> (See **DOL Payroll Form WH-347**) **Timesheets and Statement of Compliance Certifications must be submitted weekly to Dallas County**, Rachel Brown, CDBG Project Coordinator, 500 Elm Street, Ste. 3100, 3rd Floor, Dallas, Texas, 75202 or e-mail Rachel.Brown@dallascounty.org.
- 3. Employee Interviews & Certifications** - Periodic, confidential interviews of employees are required to be conducted by Dallas County to validate the accuracy of certified payrolls for laborers, mechanics, trades, apprentices, and trainees. Should you have any questions concerning employee interviews & certifications, please contact Rachel Brown, CDBG Project Coordinator, 500 Elm Street, Ste. 3100, 3rd Floor, Dallas, Texas, 75202 or e-mail Rachel.Brown@dallascounty.org or via phone at 214-653-6359.
- 4. Payroll Records** - Certified payroll records and labor interviews are required to be retained by the recipient and contractor for three years after completion of the construction project. Should you have any questions concerning employee payroll records, please contact Rachel Brown, CDBG Project Coordinator, 500 Elm Street, Ste. 3100, 3rd Floor, Dallas, Texas, 75202 or e-mail Rachel.Brown@dallascounty.org or via phone at 214-653-6359.
- 5. Wage Rate Poster** - Post the required Poster (WH-J 321) and applicable wage rates at the construction site. Copies of the Wage Rate Poster(s) may be obtained from Rachel Brown, CDBG Project Coordinator, 500 Elm Street, Ste. 3100, 3rd Floor, Dallas, Texas, 75202 or e-mail Rachel.Brown@dallascounty.org or via phone at 214-653-6359. (Please see **Davis-Bacon Wage Rate Poster; WH-1321** at <http://www.wdol.gov/>.)
- 6. Report Violations** - Recipients must immediately report violations of the Davis-Bacon prevailing wage requirements to Dallas County's Planning and Development Department, Rachel Brown, CDBG Project Coordinator, 500 Elm Street, Ste. 3100, 3rd Floor, Dallas, Texas, 75202 or e-mail Rachel.Brown@dallascounty.org or via phone at 214-653-6359 and to the appropriate DOL WHD Office listed at <http://www.dol.gov/dol/contact/index.htm>.

Contact Information

All questions regarding the DBA guidance can be directed to: U.S. Department of Labor Wage and Hour Division 1-866-4USWAGE (1-866-487-9243), TTY: 1-877-889-5627, Monday-Friday 8 a.m. to 8 p.m. Eastern Time.

If you require further information about the DBA and how to apply it to your project, please contact Dallas County, Rachel Brown, CDBG Project Coordinator, 500 Elm Street, Ste. 3100, 3rd Floor, Dallas, Texas 75202 or via e-mail Rachel.Brown@dallascounty.org or via phone at 214-653-6359.

Additional Resources:

1. For Wage Determinations applicable to construction projects in Texas:
<http://www.wdol.gov/dba>
2. Source for determining the prevailing wage rate for each state and county is on the web page, Selecting DBA Wage Decisions, provides criteria for state and county:
<http://www.wdol.gov/dba>
3. For more information on prevailing wage and wage determinations visit the Prevailing Wage Resource Book: <http://www.dol.gov/>
4. The United States Department of Labor website:
<http://www.dol.gov/>
The webpage provides an overview, compliance assistance material, poster information, recordkeeping, DOL contact information and more.
5. Davis-Bacon and Related Acts (DBRA) Frequently Asked questions
More in-depth information can be accessed at the Department of Labor (DOL) website:
<http://www.dol.gov/whd/programs/dbra/faqs.htm>

WORKER RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS WORKING ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

The law requires employers to display this poster where employees can readily see it.

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

RETALIATION

The law prohibits discharging or otherwise retaliating against workers for filing a complaint, cooperating in an investigation, or testifying in a proceeding under the Davis-Bacon and Related Acts.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

Rachel Brown, Grants Manager
Planning & Development Department
500 Elm Street, Suite 3100
Dallas, Texas 75202

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



WH1321 REV 10/17

SECTION IX
GENERAL CONDITION AND
CONSTRUCTION SPECIFICATION

General condition and Construction Specification

Refer to North Central Texas Council of Government Construction Specification (Latest Edition). The specifications Must be followed for all work to be performed for this project. In case of any conflicts between plans, specifications, notes, details, etc., the most stringent method shall be applied.

SECTION X
CONSTRUCTION PLANS



THE CITY OF GLENN HEIGHTS

BID SUBMITTED BY:
DON SMITH CONCRETE LLC.
972-374-7001
DON@DONSMITHCONCRETE.CO



**SPECIFICATION AND CONTRACT DOCUMENTS
FOR
JENKINS LANE ALLEY IMPROVEMENTS
RFB 2026-01**

Prepared by:

**Sherry Roberts, MPA, CGFO
Finance Director
City of Glenn Heights**

Jimmy Partain

For **Motasem Aljaafreh, M.E., P.E.**
**CDBG Project Manager
Dallas County Planning &
Development**

January 2026

BIDDERS QUALIFICATION STATEMENT

**Send to: Purchasing Department
City of Glenn Heights
1938-C S Hampton Road
Glenn Heights, Texas 75154**

PROJECT: JENKINS LANE ALLEY IMPROVEMENTS, RFB 2026-01

CONTRACTOR: DON SMITH CONCRETE LLC.

Indicate One:

Sole Proprietor Partnership Corporation Joint Venture LLC Other

NAME:	DONALD W. SMITH	PARTNER:	
TITLE:	MANAGING MEMBER	TITLE:	
ADDRESS:	2740 CHRISTINE LN.	ADDRESS:	
CITY:	Midlithian	CITY:	
STATE & ZIP:	TX. 76065	STATE & ZIP:	
PHONE	(972) 374-7001	PHONE	()

State and Date of Incorporation, Partnership, Ownership, Etc OCT 2015

Location of Principal Office: 1071 A ENTERPRISE DRIVE.
MIDLOTHIAN TX.

Contact and Phone at Principal Office: 972-374-7001

FAX at Principal Office:

Liability Insurance Provider and Limits of Coverage: SEE ATTACHMENT

Workers Compensation Insurance Provider: SEE ATTACHMENT

Surety (Performance and Payment): PCL BONDING CONTRACT BONDING

Address: P.O. BOX 1306 COLLEYVILLE TX. 76034

Contact and Phone: FELIX NAVEJAR

Total number of employees to be associated with this job: 9

Managerial: 1 Administrative: Professional: 1

Skilled: 7 Semi-skilled: Other:

Percentage of Work to be done by bidder (Based on Dollars bid): 100

Type(s) of Work to be done by bidder (examples: utility construction, concrete paving, water lines, sanitary sewer lines, storm pipe, storm inlets, excavation, etc.)

CONCRETE SAWCUT, REMOVAL AND HAULOFF, EXCAVATION AND SITE GRADING

CONCRETE PLACEMENT, CLEANUP

Access to tools and equipment: Percent Owned 100 % Percent Rented 0 %

Number of years in business as a contractor on above types of work:

Types of work to be done by subcontractors: Include name, address, and phone number of subcontractors. Use additional sheets if needed.

TYPE OF WORK

SUB CONTRACTOR

NONE

List your most current completed projects with information similar to the type of work bid. (Use additional sheets if necessary)

Project: BEST VALUE 2506-099 SIDEWALK AND ADA RAMP IMPROVEMENTS
Project Description: INSTALLATION OF 3927SF OF 4-6" CONCRETE SIDEWALK, ADA RAMPS
Owner/Agency: THE CITY OF FRISCO
Year Built: 2025-2026 Contract Price: 693,000
Contact Person: LISA CASTLEBERRY Phone: 469-604-8136

Project: BELMONT FRESH WATER DISTRICT / WESTWOOD PROPERTY MANAGEMENT
Project Description: CONCRETE REMOVE AND REPLACE IN VARIOUS LOCATIONS
Owner/Agency: BELMONT FRESH WATER DISTRICT 2
Year Built: 2025 Contract Price: \$438,000
Contact Person: ROBERT ALVIS Phone: 817-690-0036

Project: ROCKWALL COUNTY ANNUAL STREET REPAIR PROJECT
Project Description: CONCRETE REMOVE AND REPLACE IN VARIOUS LOCATIONS
Owner/Agency: ROCKWALL COUNTY
Year Built: 2025 Contract Price: \$750,000
Contact Person: WAYNE HENSLEY Phone: 254-266-5441

Trade References (list company, address, contact person, and phone)

READY CABLE / TERESA SHASTID / 03-467-2211
US READY MIX / CHARLES HIXSON

Bank References: (list institution, address, contact person, and phone)

FIRST FINANCIAL BANK

Claims and Suits (If the answer to any of the questions below is yes, please attach details):

Has your organization ever failed to complete any work awarded to it? NO

Are there any judgments, claims arbitration proceedings, or suits pending or outstanding against your organization or its officers? NO

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? NO

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? NO

I DONALD W. SMITH being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Dated this 19 day of March, 2026

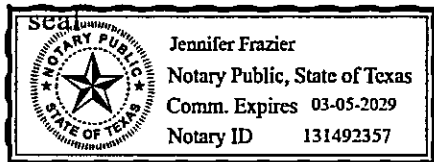
Name of Organization: DON SMITH CONCRETE

By: Donald W. Smith Managing Member
(Signature) (Title)

STATE OF TEXAS
COUNTY OF Dallas

BEFORE ME, the undersigned authority, on this day personally appeared DONALD W. SMITH, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19 day of March, 2026



Notarized Online with NotaryLive.com

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

Notary Public in and for said County and State

My Commission Expires: 03/05/2029

BIDDERS AFFIDAVIT

(Note: Failure or refusal to complete this form may result in rejection of your bid.)

The undersigned Contractor/Bidder certifies that safety records from the Dallas OSHA office or the local OSHA office in which this firm does business does not reflect penalties for six (6) or more serious violations, none of which may be repeat violations; nor does it reflect three (3) or more willful violations, none of which may be repeat violations within the preceding three (3) years.

(Attach Safety Record from appropriate OSHA office)

(Print or Type in permanent black ink)

DONALD W. SMITH

MANAGING MEMBER

Name of Signatory

Title

2740 CHRISTINE LN. MIDLOTHIAN TX. 76065

Address w/City, State & Zip

Donald W. Smith

MANAGING MEMBER

Corporate Authorized signatory (Only)

Title

2740 CHRISTINE LN. MIDLOTHIAN TX. 76065

Address w/City, State & Zip

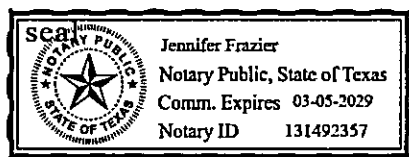
*(Note: The above signature must be by a corporate officer, attach copy of official appointment.)

Legal Name of Bidder

Address

State of Texas, County of Dallas

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned authority, on this 19 day of March, 2026 to certify which, witness my hand and seal of office affixed hereto.



Notarized Online with NotaryLive.com

JF

Notary Public in and for said County and State

My Commission Expires:

03/05/2029

SURETY INFORMATION SHEET

Name of Surety PCL BONDING CONTRACT BONDING

Address of Surety Company P.O. BOX 1306 COLLEYVILLE TX. 76034

Telephone number of Surety Company 972-459-4749

Home Office Number SAME AS ABOVE

Local Office Number SAME AS ABOVE

Resident Agent Information

Resident Agent's Name FELIX NAVEJAR

Resident Agent's Address _____

Resident Agent's Telephone Number 337-660-8537

Is the surety listed on the current Federal Register? Yes X No _____

Proof must be provided to the City that the Surety is authorized to do business in Texas.

**BID PROPOSAL
FOR
CITY OF GLENN HEIGHTS, TEXAS
FOR
JENKINS LANE ALLEY IMPROVEMENTS, RFB 2026-01**

MARCH 14, , 2026

To: The Honorable
Mayor and City Council
City of Glenn Heights
1938 S Hampton Road
Glenn Heights, TX 75154

The undersigned bidder, pursuant to the foregoing advertisement for bids, has carefully examined this bid proposal, the contract documents, special provisions, general provisions, special conditions, and the specifications and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services and any other items necessary to successfully commence and complete all the work fully as provided for in the plans, specifications and contract documents; and further binds himself upon formal acceptance of this Bid Proposal to execute a contract and bonds, according to the prescribed forms, for performing and completing the said work within the required time.

It is understood that the following quantities of work to be done are approximate only and are intended principally to serve as a guide in calculating the bids. It is further understood that the quantities of work to be done and materials to be furnished may be increased or decreased as may be considered necessary, in the opinion of the City, to complete the work as fully planned and contemplated, and that all quantities of work whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

No Texas sales tax shall be included on the prices bid for tangible personal property which is to be incorporated into and becomes a part of the finished project under this contract. This contract is issued by the City which qualifies for exemption pursuant to the provisions of Article 20.04 (1) of the Texas Limited Sales, Excise and Use Tax Act. The Contractor becomes a Seller of tangible personal property which is to be incorporated into and becomes a part of the finished project under this contract. Such materials which are made a part of the finished project are tax exempt. Equipment rentals, form materials, etc., which are used to construct the project and not incorporated in the finished project are not tax-exempt. As a Seller, the contractor may issue a Re-Sale Certificate in lieu of paying the sales tax at the time of purchase. The Re-Sale Certificate issued by the contractor in lieu of the sales tax shall comply with the State Comptroller's ruling No. 95-0.07. The Contractor must then receive an exemption certificate from the City for the materials incorporated into the project. Any such exemption certificate issued by the City in lieu of the sales tax shall be subject to the provisions of the State Comptroller's ruling No. 95-0.09 as amended to be effective October 2, 1968.

The unit prices shall include all labor, materials, equipment, overhead, profit, insurance, etc., to cover the completed work of the several kinds called for.

The work proposed to be done shall be accepted when fully completed and finished in accordance with the plans and specifications, to the satisfaction of the City. The undersigned certifies that the bid prices contained in this Bid Proposal have been carefully checked and are submitted as correct and final.

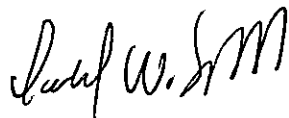
The undersigned bidder hereby declares that he/she has visited the site of the work and has carefully examined the contract documents and specifications pertaining to the work covered by the above bid, and he further agrees to commence work within seven (7) days after the date of written notice to do so shall have been given to him, and to substantially complete the same within the specified time limit, after the date of written notice to commence work has been issued.

Enclosed with this bid proposal is a cashier's check for _____ Dollars and _____ cents (\$ _____), or a bidder's bond in the sum of 5% dollars and _____ cents (\$ _____), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event this proposal is accepted and awarded by the Owner within sixty (60) days after the date bids are opened and the undersigned bidder fails to execute the contract and required bonds within seven (7) days after the date said proposal is awarded. Otherwise said check or bond will be returned to the undersigned bidder upon demand.

In the event of the award of a Contract to the Bidder, the Bidder will furnish Performance and Payment Bond for the full amount of the Contract, to secure proper compliance with the terms and provisions of the Contract, to insure and guarantee the work until final completion and acceptance, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the Contract.

Receipt is acknowledged of the following addenda to the Projects:

Addendum No. 1 dated _____
Addendum No. 2 dated _____
Addendum No. 3 dated _____
Addendum No. 4 dated _____



BID SCHEDULE

JENKINS LANE ALLEY IMPROVEMENTS, RFB 2026-01

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	7,836	SF	Remove, haul off, and replace 8' x 1,032' of existing concrete alley, 6" depth: ONE HUNDRED TWENTY FOUR Dollars and ZERO Cents per linear foot	\$ <u>124.00</u>	\$ <u>121,396.00</u>
2	830	SF	Remove, haul off, and replace 10' x 83' of existing concrete alley, 6" depth: FIFTEEN Dollars and FIFTY FOUR Cents per each	\$ <u>15.54</u>	\$ <u>12,898.20</u>
3	1	EA	Clearing and grading of the project: SIXTEEN THOUSAND ONE HUNDRED FIFTEEN Dollars and ZERO Cents per each	\$ <u>16,115.00</u>	\$ <u>16,115.00</u>

ONE HUNDRED FIFTY THOUSAND FOUR HUNDRED NINETY
TOTAL BID OF ITEMS 1 THROUGH 3: _____ DOLLARS AND
ZERO CENTS

NOTE:

CONTRACT TIME IS NINETY (90) CALENDAR DAYS.

Paul W. Smith 3-19-26

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 N/A

Signature of vendor doing business with the governmental entity

Date

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. DON SMITH CONCRETE LLC.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. 2740 CHRISTINE LN.	Requester's name and address (optional)
	6 City, state, and ZIP code MIDLOTHIAN TX. 76065	
7 List account number(s) here (optional)		

1

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-					
or								
Employer identification number								
8	3		-	3	1	9	5	7 2 5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Donell W. Smith

Date ► 2/13/2026

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (Interest earned or paid)

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	KNOTT INSURANCE GROUP 1319 S I-35 E DeSoto, TX 75115 License #: 6991	CONTACT NAME: Angele James PHONE (A/C, No, Ext): (972)217-2004 E-MAIL ADDRESS: angele@knottins.com FAX (A/C, No): (972)217-4233
INSURED	DON SMITH CONCRETE LLC DON SMITH PO BOX 1613 MIDLOTHIAN, TX 76065-6985	INSURER(S) AFFORDING COVERAGE INSURER A: Concert Specialty Ins Co. NAIC # 24732L INSURER B: State Auto Insurance Company 25135 INSURER C: EVANSTON INSURANCE COMPANY 35378 INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 00001513-0

REVISION NUMBER: 79

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	CS TMGL0002478-00	03/31/2025	03/31/2025 EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		10070425CA	04/18/2025	04/18/2025 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	EZXS3211850	08/12/2025	03/31/2026 EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Frisco, its officers, agents, representatives, and employees as additional insured as to all applicable coverage.

CERTIFICATE HOLDER

CANCELLATION

City of Frisco
6101 Frisco Square Blvd.
FRISCO, TX 75034

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(ABJ)

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BIDBOND

STATE OF TEXAS

§
§
§

COUNTY OF

KNOW ALL MEN BY THESE PRESENTS:

THAT Don Smith Concrete LLC, a corporation organized and existing under the laws of the State of Texas, and fully authorized to transact business in the State of Texas, whose address is P.O. Box 1613 of the City of Midlothian, County of Ellis, State of Texas, (hereinafter referred to as "Principal"), and Merchants National Bonding, Inc. (hereinafter referred to as "Surety"), a corporation organized under the laws of the State of Iowa and N/A authorized under the laws of the State of Texas to act as Surety on bonds for principals, are held and firmly bound unto City of Glenn Heights, Texas (hereinafter referred to as "OWNER") in the penal sum of \$5% G.A.B. in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

SIGNED, SEALED and DATED this March 19th day of 2026

WHEREAS, the Principal is herewith submitting its proposal for Jenkins Lane Alley Improvements, Glenn Heights, RFB 2026-01

the condition of the above obligations are such that if the aforesaid Principal shall be awarded the Contract, the said Principal will, within the time required, enter into a Contract and give Bonds, if required, for the faithful performance of the Contract and the prompt payment for labor and materials in the prosecution thereof, then this obligation shall be null and void; otherwise the Principal and Surety will pay unto the OWNER the full penal sum hereof, as liquidated damages, it being difficult and impractical to determine accurately the actual amount of damages occurring to OWNER by reason of Principal's failure to execute said Contract and Bonds.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie exclusively in Dallas County, Texas.

The Resident Agent of the Surety for delivery of notice and service of process is:

Name: Eric Lesch

Address: 4001 Gateway Dr., Suite 200, Colleyville, TX 76034

Phone number:

WITNESS

PRINCIPAL

Printed/Typed Name Donald W. Smith

Title: Managing Member

Company: Don Smith Concrete LLC

Address: P.O. Box 1613, Midlothian, TX 76065

SURETY

Printed/Typed Name Felix Navejar

Title: Attorney-in-Fact

Company: Merchants National Bonding, Inc.

Address: 6700 Westown Parkway, Des Moines, IA 50266-1158

WITNESS



Eric Lesch, Witness

NOTE: CERTIFIED COPY OF POWER-OF-ATTORNEY SHOULD BE ATTACHED HERETO.



MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
P.O. Box 14498 • DES MOINES, IOWA 50306-3498 • (800) 678-8171 • (515) 243-3854 FAX

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants toll-free telephone number for information or to make a complaint at:
1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

Principal: Don Smith Concrete LLC
Obligee: City of Glenn Heights
Project: Jenkins Lane Alley Improvements, Glenn Heights, RFB 2026-01

MERCHANTS BONDING COMPANY, POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Clem F Lesch; Eric Lesch; Felix Navejar; Melissa Lesch

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner- Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



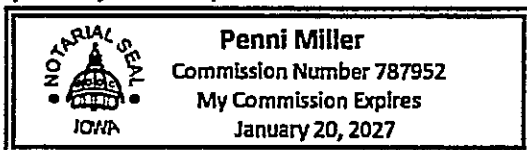
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

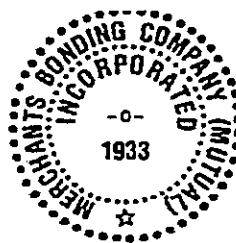


(Expiration of notary's commission does not invalidate this instrument)

[Signature]
Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 19th day of March, 2026.



[Signature]
Secretary



POA 0018 (6/24)



The .gov means it's official.

Federal government websites often end in .gov or .mil. Before sharing sensitive information, make sure you're on a federal government site.



The site is secure.

The **https://** ensures that you are connecting to the official website and that any information you provide is encrypted and transmitted securely.

Occupational Safety and Health Administration

 Search

Menu

Establishment Search

Reflects inspection data through 03/17/2026

Use our establishment search to locate OSHA enforcement inspections by establishment name. You can also search by a specific inspection number or inspections within a specific industry using NAICS or SIC.

You can now find citation information for violations that Federal OSHA has cited.

For violation and citation results:

- Enter the establishment name in the "Establishment" box and select the "Search" button at the bottom;
- Select the Activity Number (inspection) in the search results;
- If a citation was issued, it will appear under "Violation Items"; and
- Select the "Citation ID" to view the details for that specific citation.

Continue to check back for updates, as citations or violations may be modified during the investigation process.

⚠ Note: Before using our establishment search, please read important information below on how to interpret the results.

Search By:

Your search did not return any results.

Enter an Establishment name, select an OSHA Office, or enter a Site Zip Code.

Establishment

(This field can also be used to search for a State Activity Number for the following states: NC, SC, KY, OR, WA, IN (before April 2022) and AZ (after June 2021))

State

OSHA Office

Site Zip Code

Case Status ☒ All ☐ Closed ☐ Open

Violation Status ☒ All ☐ With Violations ☐ Without Violations

Inspection Date

Start Date March 18 2021

End Date March 18 2026

[Search](#) [Reset](#)

Can't find it?

[For Wildcard search, use %](#)

[Establishment Search Help](#)

[Search Basics and Search Syntax Examples](#)

NOTE TO USERS

The Integrated Management Information System (IMIS) was designed as an information resource for in-house use by OSHA staff and management, and by state agencies which carry out federally-approved OSHA programs. Access to this OSHA work product is being afforded via the Internet for the use of members of the public who wish to track OSHA interventions at particular work sites or to perform statistical analyses of OSHA enforcement activity. It is critical that users of the data understand several aspects of the system in order to accurately use the information.

The source of the information in the IMIS is the local federal or state office in the geographical area where the activity occurred. Information is entered as events occur in the course of agency activities. Until cases are closed, IMIS entries concerning specific OSHA inspections are subject to continuing correction and updating, particularly with regard to citation items, which are subject to modification by amended citations, settlement agreements, or as a result of contest proceedings. THE USER SHOULD ALSO BE AWARE THAT DIFFERENT COMPANIES MAY HAVE SIMILAR NAMES AND CLOSE ATTENTION TO THE ADDRESS MAY BE NECESSARY TO AVOID MISINTERPRETATION.

The Integrated Management Information System (IMIS) is designed and administered as a management tool for OSHA to help it direct its resources. When IMIS is put to new or different uses, the data should be verified by reference to the case file and confirmed by the appropriate federal or state office. Employers or employees who believe a particular IMIS entry to be inaccurate, incomplete or out-of-date are encouraged to contact the OSHA field office or state plan agency which originated the entry.

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U.S. DEPARTMENT OF LABOR

Occupational Safety and Health
Administration
200 Constitution Ave NW
Washington, DC 20210
☎ 1-800-321-OSHA
1-800-321-6742
www.osha.gov

FEDERAL GOVERNMENT

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[Disaster Recovery Assistance](#)

[DisasterAssistance.gov](#)

[USA.gov](#)

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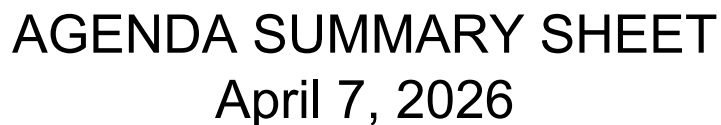
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Discussion and take action to approve Resolution R-12-26, a Resolution determining the necessity of acquiring real property for the construction of the East Bear Creek Road Expansion Project, authorizing appropriation of the real property and/or the use of the power of eminent domain to acquire the real property for public use, delegating authority to initiate condemnation proceedings to the City Attorney and City Manager. (Clifford Blackwell, City Manager)

[illegible]

CITY OF GLENN HEIGHTS, TEXAS

RESOLUTION NO. R-12-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, DECLARING A PUBLIC NECESSITY EXISTS AND FINDING A PUBLIC USE AND PURPOSE FOR THE EXERCISE OF THE POWER OF EMINENT DOMAIN AND THE INITIATION OF CONDEMNATION PROCEEDINGS FOR ACQUIRING REAL PROPERTY REFERRED TO AS PARCEL 39-1 LOCATED ALONG BEAR CREEK ROAD, GLENN HEIGHTS, DALLAS COUNTY, TEXAS FOR CONSTRUCTION OF IMPROVEMENTS FOR THE EAST BEAR CREEK ROAD EXPANSION PROJECT FOR THE EXPANSION AND RECONSTRUCTION OF BEAR CREEK ROAD; AUTHORIZING APPROPRIATION OF THE REAL PROPERTY AND/OR THE USE OF THE POWER OF EMINENT DOMAIN TO ACQUIRE THE REAL PROPERTY FOR PUBLIC USE; DELEGATING AUTHORITY TO INITIATE CONDEMNATION PROCEEDINGS TO THE CITY ATTORNEY AND CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is hereby determined that there is a public necessity and that a public use and purpose for the welfare and convenience of the residents requires the acquisition of title to property interests in the City for the public purpose of expanding and reconstructing a public right of way, Bear Creek Road, necessary for completion of the East Bear Creek Road Expansion Project (the "Project"); and

WHEREAS, the City is authorized to acquire interests in real property by consent or exercise of the power of eminent domain on the property more fully described and depicted in Exhibit "A" which is attached hereto and incorporated herein for all purposes, referred to as Parcel 39-1 for the construction of the Project; and

WHEREAS, the City Council of the City of Glenn Heights finds it to be in the public interest and to benefit the health, safety and welfare of its residents to acquire the necessary interests in real property by use of eminent domain under the Texas Constitution and Texas Property Code;

WHEREAS, the acquisition of certain property interests in the real property described and depicted in Exhibit "A", attached hereto and incorporated herein by this reference, being fee simple title, is necessary to complete the construction of the Project; and

WHEREAS, the City Council finds and determines that there is a public purpose, a public need, and a public necessity to acquire the necessary interests in real property for the Project;

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

SECTION 1. The recitals set forth above are determined to be true and correct and are incorporated herein by this reference.

SECTION 2. It is hereby found and determined that a public necessity exists for the welfare of the city and its residents and it is in the public interest to acquire real property interests (being fee simple title) in the property more fully described and depicted in Exhibit “A,” which is attached hereto and incorporated herein for all purposes, referred to as Parcel 39-1 (the “Property”) for the public purpose of expanding and reconstructing a public right of way, Bear Creek Road, for completion of the Project by use of the City’s power of eminent domain in accordance with the Texas Constitution and Texas Property Code with regard to the Property described and depicted in Exhibit “A” attached hereto and incorporated herein by this reference and the City Manager and City Attorney are authorized to take such actions and exercise such authority as are granted under Texas law and this Resolution in conformity with the same.

SECTION 3. It is further hereby found that the Project and the exercise of eminent domain with regard to the Property as authorized by this Resolution serves a public use and purpose. The City Council thus finds and declares that a public need, public purpose, public use, and public necessity exists for the acquisition of the Property.

SECTION 4. It is further found and declared that the acquisition by the City of fee simple title in the Property, described and depicted in Exhibit “A,” is necessary for the public use and purpose of the Project serving the public for the benefit of the health, safety, and welfare of the citizens and residents of the City of Glenn Heights and the public generally.

SECTION 5. If it is later determined that there are any errors in the description of the Property contained herein or if later surveys contain more accurate revised descriptions, the City Attorney or their designee is authorized to have such errors corrected or revisions made without the necessity of obtaining additional City Council approval authorizing the condemnation of the corrected or revised property interests.

SECTION 6. That the final offer of just and adequate compensation previously made by the City Manager, or designee, to the owner(s) of Property, , an amount which is not be less than the fair market value of the interests in the Property to be acquired, including damages to the remainder, if any, said offer being an amount which is not less than the mount set forth in the independent appraisal of the interest in the Property obtained by the City and provided to said owners, is hereby ratified and affirmed. In the event such offer is accepted, the City Manager, or designee, is hereby authorized to negotiate and sign such contracts and other documents the City Manager, and/or his designee, determines to be reasonable and necessary in order to close on the purchase of the Property.

SECTION 7. That in the event the offer made pursuant to Section 6, herein, is refused or not timely accepted by the owners of the Property, the City Attorney is hereby authorized and directed on behalf of the City to file or cause to be filed the necessary proceedings in eminent domain and to take whatever action may be necessary against the owner(s) and any other parties having an interest in the Property to acquire the interests in the Property described herein with the purpose of such title vesting in the City. The City Manager, City Attorney, or designee are hereby

authorized on behalf of the City to engage and perform all the requirements imposed by the Texas Property Code as prerequisites to condemnation and to attempt to agree on damages and compensation to be paid to the owners of the Property.

SECTION 8. This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

PASSED AND APPROVED THIS 7th DAY OF APRIL 2026.

APPROVED:

Sonja A. Brown, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Kellie L. McKee, City Attorney

EXHIBIT "A"
PARCEL 39-1

Page 1 of 2

August 20, 2025
Parcel 39-1

"EXHIBIT A"

County: Dallas
Highway/Road: Bear Creek Road
Project Limits:
Project No:

PROPERTY DESCRIPTION FOR PARCEL 39-1

DESCRIPTION OF A 0.1185 ACRE [5166 SQUARE FOOT] TRACT OF LAND, BEING PART OF LOT 3, BLOCK B, BEAR CREEK PLAZA, ACCORDING TO THE MAP OR PLAT RECORDED IN INSTRUMENT NO. 201900112593, OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS, (O.P.R.D.C.T.), AND BEING PART OF A TRACT OF LAND, DESCRIBED IN A DEED TO MM BEAR CREEK LAND, LLC, RECORDED IN INSTRUMENT NO. 201900123316, O.P.R.D.C.T., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, at the southwest corner of said Lot 3, North 01°01'17" West, a distance of 208.57 feet, to the POINT OF BEGINNING of the herein described tract, in the west line of said Lot 3;

BEGINNING, at a Capped Iron Rod Set, Stamped "GSI Surveying", for the southwest corner of the herein described tract, in the east line of Lot 1, Block D, Gateway Place Addition, a Replat of Block D, Gateway Place Addition, recorded in Volume 91048, Page 2094, Deed Records of Dallas County, Texas, (D.R.D.C.T.), (N:6,890,939.28, E:2,483,833.43);

THENCE, with the common line between said Lot 3, and with said Lot 1, North 01°01'17" West, a distance of 14.04 feet, to a Mag Nail Found, at the northwest corner of the herein described tract, in the south right-of-way line of Bear Creek Road, a variable width right-of-way, (R.O.W.);

THENCE, with said south line of Bear Creek Road, the following two (2) courses and distances:

1. South 86°47'34" East, a distance of 45.81 feet, to a Capped Iron Rod Set, Stamped "GSI Surveying", in a curve to the right having a radius of 590.00 feet,
2. With said curve to the right, a chord bearing and distance of South 81°05'43" East, 117.15 feet, an arc length of 117.34 feet, to a Mag Nail Found, at the northeast corner of the herein described tract, at the northwest corner of Lot 2A-1, Block B, of said Bear Creek Plaza, and the northeast corner of said Lot 3;

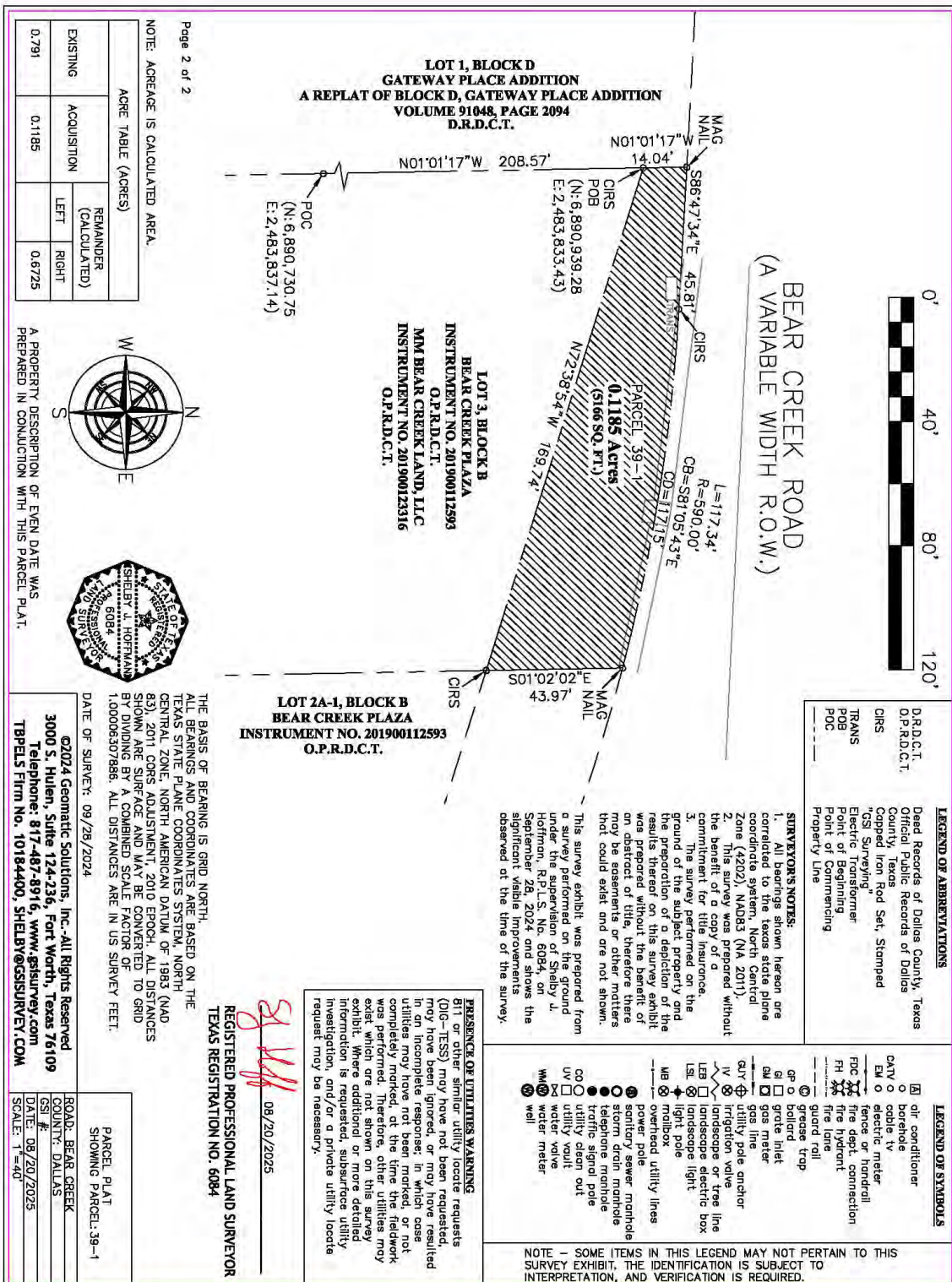
THENCE, with the common line between said Lot 3, and with said Lot 2A-1, South 01°02'02" East, a distance of 43.97 feet, to a Capped Iron Rod Set, Stamped "GSI Surveying", for the southeast corner of the herein described tract;

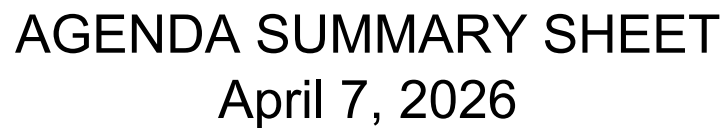
THENCE, crossing said Lot 3, North 72°38'54" West, a distance of 169.74 feet, to the POINT OF BEGINNING, and containing 0.1185 acres of land as surveyed on the ground under the supervision of Shelby J. Hoffman, R.P.L.S. No. 6084, on September 28, 2024.

Note: A parcel plat of even date was prepared in conjunction with this property description.



SJ Hoffman 8-20-25
Shelby J. Hoffman Date
Registered Professional Land Surveyor
No. 6084 State of Texas





Discussion regarding Flock Safety. (Council Member Sherron Mosley)

[illegible]



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: April 7, 2026

SUBJECT

Follow-up discussion regarding Flock Safety automated license plate recognition (ALPR) and public-safety camera technologies for potential deployment within the City of Glenn Heights.

DISCUSSION / BACKGROUND

Flock Safety is a national public-safety technology company founded in 2017 and headquartered in Atlanta, Georgia. The company manufactures and operates automated license plate readers (ALPR), video surveillance systems, gunshot detection devices, and integrated investigative software platforms.

Flock Safety's ALPR network captures vehicle data including license plate numbers, color, make, model, and distinguishing identifiers, providing law enforcement actionable leads in real time. The company operates in more than 5,000–6,000 communities nationwide and conducts over 20 billion vehicle scans monthly, serving both police agencies and community organizations.

Flock Safety markets its technology as a turnkey solution for solving and reducing crime by providing 24/7 evidence coverage for law enforcement, neighborhoods, and businesses. The platform is built around automatic alerts, investigative querying, and integrated evidence tools.

Recent reporting highlights that Flock's systems are widely used in criminal investigations, including real-time alerts for stolen vehicles and major crimes, and have been adopted by major cities such as San Francisco for large-scale deployment of AI-enhanced, solar-powered ALPR cameras.

Flock Safety's expanded platform now includes vehicular, audio, and video evidence

tools intended to improve case clearance and reduce violent crime, with noted examples of crime reductions such as a 13% drop in violent crime in Fort Worth, Texas, where police credited Flock ALPR as a contributing factor.

PRIOR COUNCIL OR BOARD ACTION

Not applicable.

PUBLIC CONTACT

Not applicable.

FINANCIAL IMPACT

To be determined. Costs vary based on the number of cameras, system configuration, infrastructure requirements, networking, storage, maintenance, and subscription terms. Pricing typically reflects an annual per-camera service model. Staff will collect formal quotes should Council wish to explore implementation.

RECOMMENDATION / ALTERNATIVES

Council and/or Staff will conduct comprehensive due diligence on Flock Safety's capabilities, including data governance practices, infrastructure requirements, vendor performance, references, delivery timelines, and compliance with Texas data-handling and privacy standards; to develop a detailed scoping memo identifying potential City use cases such as roadway crime deterrence, park and facility security, traffic-related investigations, or interagency data-sharing opportunities; and to return to Council with deployment options, preliminary cost estimates, recommended installation sites, operational guidelines, implementation schedules, and an appropriate procurement pathway.

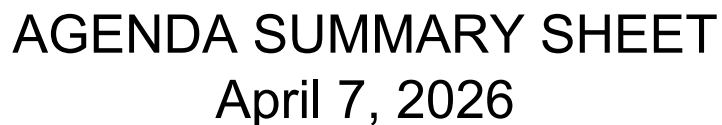
ATTACHMENTS

PREPARED BY

Brandi Brown, City Secretary

REVIEWED BY

Clifford Blackwell, City Manager, and Council Member Sherron Mosley



Discussion and take action to approve Resolution R-13-26, ratifying the City Council's Appointment of the Law Firm of Nichols | Jackson, as City Attorneys for the City of Glenn Heights, Texas; and authorizing the City Manager to execute a Professional Services Agreement with Nichols | Jackson. (Council Member Tremayne Hobbs)

[illegible]

**CITY OF GLENN HEIGHTS, TEXAS
RESOLUTION NO. R-13-26**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, RATIFYING THE CITY COUNCIL'S APPOINTMENT OF THE LAW FIRM OF NICHOLS | JACKSON, AS CITY ATTORNEYS FOR THE CITY OF GLENN HEIGHTS, TEXAS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH NICHOLS | JACKSON.

WHEREAS, on April 7, 2026, the City Council for the City of Glenn Heights, Texas ("City") appoints the law firm of Nichols | Jackson to serve as City Attorneys for the City; and

WHEREAS, the City Council finds and affirms that the law firm of Nichols | Jackson, while serving as City Attorneys, shall be vested with all authority granted to such position by state law, as applicable; and as the same may have been amended from time to time; and

WHEREAS, the City Council finds and affirms that the law firm of Nichols | Jackson as City Attorneys, is approved, and Nichols | Jackson attorney Kellie L. McKee shall serve as lead attorney for the City; and

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

SECTION 1. The City Council has determined that the foregoing recitals shall be incorporated herein and made a part of this Resolution.

SECTION 2. The City Council hereby acknowledges, ratifies, and confirms the City Council's action appointing the law firm of Nichols | Jackson as City Attorneys, on April 7, 2026.

SECTION 3. The City Council finds that Kellie L. McKee has been designated to serve as lead City Attorney for the City on behalf of Nichols | Jackson; and further, that as lead City Attorney, Ms. McKee is expressly authorized by the City Council to designate one or more additional attorneys from Nichols | Jackson to represent the City with all such authority granted to the position of City Attorney by state law.

SECTION 4. That all resolutions of the City of Glenn Heights, Texas in conflict with the provisions of this Resolution shall be, and same are hereby, repealed, provided, however, that all other provisions of said Resolutions are not in conflict herewith shall remain in full force and effect.

SECTION 5. The City Council hereby approves the Agreement for Professional Services between the City of Glenn Heights, Texas, and Nichols | Jackson and authorizes the City Manager, or designee, to execute such Agreement on behalf of the City of Glenn Heights, Texas, and to negotiate and execute such further amendments or instruments related thereto.

SECTION 6. This Resolution shall take effect immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Glenn Heights, Texas, this the 7th day of April, 2026.

CITY OF GLENN HEIGHTS, TEXAS

Sonja A. Brown, Mayor

ATTEST:

Brandi Brown, City Secretary