



**NOTICE AND AGENDA
CITY COUNCIL
TUESDAY, JUNE 16, 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, June 16, 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

CITY OF GLENN HEIGHTS VISION AND MISSION STATEMENT

Vision Statement

The City of Glenn Heights is a safe, inclusive, and welcoming community that celebrates our small-town charm with urban amenities, where families can live, work, and play.

Mission Statement

To provide services, amenities, infrastructure, and an exceptional quality of life that allows diverse citizens to engage and thrive in our community.

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.

PROCLAMATIONS

- Alzheimer's and Brain Awareness Month, June 2026
- Juneteenth, June 19, 2026

EVENTS

- Mayor's Town Hall – "Let's Taco Bout It", June 30, 2026, 6:30 P.M. – 9:00 P.M., Glenn Heights Community Center, 1938-D South Hampton Road, Glenn Heights, Texas 75154

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 June 2, 2026, City Council Meeting. (Brandi Brown, City Secretary)
2. Discussion and take action to approve the Meeting Minutes of the June 8, 2026, Joint City Council and Planning and Zoning Commission Meeting. (Brandi Brown, City Secretary)

AGENDA

1. Conduct a Public Hearing to receive testimony regarding the proposed City of Glenn Heights PACE Program. (Clifford Blackwell, City Manager)
2. Discussion and take action to approve Resolution R-26-26, establishing the City of Glenn Heights PACE Program. (Clifford Blackwell, City Manager)
3. Discussion and take action to approve a Professional Services Agreement with Texas PACE Authority to administer the City of Glenn Heights PACE Program. (Clifford Blackwell, City Manager)
4. Conduct a Public Hearing to receive testimony, and discussion and take action to approve Ordinance O-06-26, regarding a rezoning request from Single-Family 1 (SF-1) to Single-Family 3 (SF-3) on property located at 221 W. Bear Creek Road, Dallas County, Texas, more particularly described as Tract 7, ACS, as an addition to the City of Glenn Heights. (Bester Munyaradzi, AICP, Director of Planning and Development Services)
5. Conduct a Public Hearing to receive testimony, and discussion and take action to approve Ordinance O-07-26, amending the Code of Ordinances by amending and updating the City's Water Conservation Plan. (Andrew Waits, Director of Public Works)
6. Presentation and discussion regarding electric utility service reliability, outage tracking practices, infrastructure capacity, and mitigation efforts by Oncor Electric Delivery and HILCO Electric Cooperative. (Council Member Nelda Washington)
7. Presentation and discussion regarding recent Loop 9 Project updates. (Council Member Nelda Washington)
8. Discussion and take action to approve Resolution R-24-26, affirming the appointment of a shared Board Member with the cities of Garland and Rowlett to serve on the Dallas Area Rapid Transit (DART) Board as provided in Section 452 of the Texas Transportation Code; and providing for an effective date. (Clifford Blackwell, City Manager)
9. Discussion and take action to approve Resolution R-27-26, expressing support for

reform of the Dallas Area Rapid Transit Authority Board Governance structure and requesting State Legislative action to implement a new governance structure. (Clifford Blackwell, City Manager)

10. Presentation and discussion regarding the Annual Uniform Step Payment Plan to provide a consistent and equitable structure for employee salary progression, including the establishment of a universal step date, eligibility and proration guidelines for new hires, and performance-based advancement requirements. (Jaynice Porter-Brathwaite, Human Resources Director)
11. Discussion and take action on City Council Member Places 3 and 5 appointing one member to the Citizens Police Advisory Committee for a term beginning June 16, 2026. (Dr. Glynell Horn, Chief of Police)
12. Discussion and take action to extend the terms of office for Zoning Board of Adjustment Members Ira Tate (Place 2), BranDee Hopgood (Place 4), and Thomas Spigener (Alternate 2), whose terms expired on April 30, 2026, and to extend the terms of office for Planning and Zoning Commissioners Shaleese Neugent (Place 2) and Brodrick K. Rhodes (Place 5), whose terms are set to expire on June 30, 2026. (Council Member Shaunte Allen)
13. Presentation and discussion regarding the May 2026 Financial Reports. (Sherry Roberts, Finance Director)

EXECUTIVE SESSION

1. The City Council shall convene into Executive Session:
 - A. 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 East Bear Creek Road Right-of-Way Expansion Project.
2. The City Council shall reconvene into Open Session and take any action arising from Executive Session.

ADJOURNMENT

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

I, Brandi Brown, City Secretary, do hereby certify that the above Meeting Notice and Agenda was posted in a place convenient to the Public at Glenn Heights City Hall, 1938-C South Hampton Road, Glenn Heights, Texas by 10:00 P.M. on Wednesday, June 10, 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



Alzheimer's and Brain Awareness Month June 2026

- WHEREAS,** Alzheimer's & Brain Awareness Month is observed each June to raise public awareness of Alzheimer's disease and other dementias, encourage early detection, and promote brain health for individuals of all ages; and
- WHEREAS,** Alzheimer's disease is a progressive neurological disorder that impairs memory, thinking, and behavior, affecting millions of individuals and their families, caregivers, and communities; and
- WHEREAS,** nearly one in ten Americans age 65 and older is living with Alzheimer's disease, and countless others serve as caregivers, demonstrating compassion, resilience, and dedication in the face of this challenging condition; and
- WHEREAS,** the Alzheimer's Association leads the movement to "take action now" by encouraging individuals to learn the warning signs, prioritize healthy habits, and advocate for research and support services; and
- WHEREAS,** the official color of Alzheimer's awareness is purple, and the "Go Purple" campaign inspires communities to show solidarity, share stories, and raise awareness throughout the month of June; and
- WHEREAS,** "The Longest Day," observed annually on or around June 21 – the summer solstice and the longest day of the year – symbolizes the strength, endurance, and journey of those impacted by Alzheimer's disease, and encourages individuals and communities to participate in activities and fundraising efforts to outshine the darkness of Alzheimer's; and
- WHEREAS,** residents are encouraged to participate in local and regional initiatives such as the

Walk to End Alzheimer's, the world's largest event to raise awareness and funds for Alzheimer's care, support, and research, including events held throughout Dallas and North Texas, such as the Dallas Walk to End Alzheimer's at Klyde Warren Park; and

WHEREAS, these events, along with community activities across Dallas County, Ellis County, and surrounding areas, provide opportunities for residents to honor loved ones, support caregivers, and unite in the fight to end Alzheimer's disease; and

WHEREAS, additional resources, opportunities to participate, and information on advancing care, support, and research efforts can be found through the Alzheimer's Association at act.alz.org.

NOW, THEREFORE, I, Sonja A. Brown, Mayor of the City of Glenn Heights, Texas, do hereby proclaim June 2026 as **Alzheimer's and Brain Awareness Month** in the City of Glenn Heights, Texas, and I urge all residents to learn the warning signs of Alzheimer's disease, support those affected, participate in local awareness events and walks, and join the ongoing effort to advance research, improve care, and ultimately find a cure.

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

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

PROCLAMATION



Office of the Mayor • City of Glenn Heights

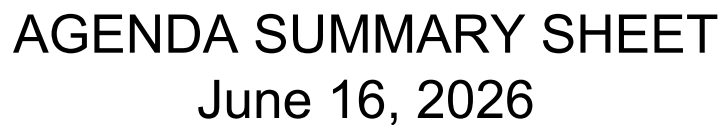
**Juneteenth
June 19, 2026**

- WHEREAS,** Juneteenth commemorates June 19, 1865, the day when Union soldiers arrived in Galveston, Texas, to announce the end of slavery, more than two years after the Emancipation Proclamation was issued, marking a defining moment of freedom in the history of the United States; and
- WHEREAS,** Juneteenth was officially recognized as a federal holiday in 2021 and continues to serve as an opportunity for all Americans to reflect on the nation's past, honor the pursuit of justice and equality, and recommit to the principles of liberty for all; and
- WHEREAS,** current Juneteenth observances emphasize education, reflection, and continued progress, encouraging communities to learn from history while working toward a more inclusive and equitable future; and
- WHEREAS,** Opal Lee, widely known as the "Grandmother of Juneteenth," has inspired national recognition of Juneteenth through her advocacy, including Opal's Walk for Freedom, an annual event that symbolizes the journey toward freedom by walking 2.5 miles to represent the two-and-a-half years it took for news of emancipation to reach enslaved people in Texas, and serves as a powerful reminder of the work that remains in achieving equality; and
- WHEREAS,** Juneteenth is a time to honor the strength and perseverance of those who endured slavery, recognize the progress made, and acknowledge the ongoing efforts necessary to ensure justice, opportunity, and equality for future generations.

NOW, THEREFORE, I, Sonja A. Brown, Mayor of the City of Glenn Heights, Texas, do hereby proclaim June 19, 2026, as **Juneteenth Day of Observance** in the City of Glenn Heights, and encourage all residents to participate in activities that honor this historic occasion, including community celebrations, educational initiatives, and events such as Opal's Walk for Freedom, as we reflect on our shared history and continue the work of building a more just and unified community.

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

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



Discussion and take action to approve the Meeting Minutes of the June 2, 2026, City Council Meeting. (Brandi Brown, City Secretary)

[illegible]

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

JUNE 2, 2026

STATE OF TEXAS *

COUNTIES OF DALLAS AND ELLIS *

CITY OF GLENN HEIGHTS *

On the 2nd day of June 2026, the City of Glenn Heights City Council held a Meeting 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
Sherron Mosley	*	Council Member, Place 1
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
Farrah Allen	*	Municipal Court Administrator
Dr. Glynell Horn	*	Chief of Police
Jeff Kent	*	IT Support Specialist
Sherry Roberts	*	Director of Finance
Nicholas Williams	*	Fire Chief

CONSULTANT:

Kellie McKee	*	City Attorney's Office
--------------	---	------------------------

CALL TO ORDER

Mayor Sonja A. Brown called the City Council to order at 7:00 P.M.

INVOCATION

Mayor Sonja A. Brown delivered the Invocation.

PLEDGE OF ALLEGIANCE

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

CITY OF GLENN HEIGHTS VISION AND MISSION STATEMENT

Mayor Sonja A. Brown read the City's Vision and Mission Statements.

PUBLIC COMMENT

- Will Busby, address on file: expressed appreciation to the City Council and staff for their continued efforts, and addressed matters including the City's budget, priority items within the community, quality of life, road improvements, retail and shopping needs, future development, and infrastructure.
- Kabrina Green, address on file: introduced herself to the Council and expressed appreciation for the appointment to the Citizens Police Advisory Committee, noting her eagerness to serve in this role.
- Chuck Vinson, address on file: Expressed appreciation to the Council and staff for listening to his concerns, and addressed traffic issues, speed deterrents, and related concerns.

Mayor Sonja A. Brown and Kellie McKee, City Attorney, answered resident questions regarding policies related to public comment.

PROCLAMATIONS

Mayor Sonja A. Brown read the following Proclamations:

- National Flag Week, June 14-20, 2026
- Elder Abuse Awareness Month, June 2026
- Pride Month, June 2026

Mayor Pro Tem Travis Bruton read the following Proclamation:

- Small Cities Month, June 2026

EVENTS

Mayor Sonja A. Brown announced the following Events:

- Food Truck Friday, June 5, 2026, 11:00 A.M. – 2:00 P.M., Glenn Heights City Center, 1938 South Hampton Road, Glenn Heights, Texas 75154
- Sunset Concert Series, June 7, 2026, 7:00 P.M. – 9:30 P.M., Glenn Heights City Center, 1938 South Hampton Road, Glenn Heights, Texas 75154
- Sunset Concert Series, June 14, 2026, 7:30 P.M. – 9:30 P.M., Glenn Heights City Center, 1938 South Hampton Road, Glenn Heights, Texas 75154
- Mayor's Town Hall – "Let's Taco Bout It", June 30, 2026, 6:30 P.M. – 9:00 P.M., Glenn Heights Community Center, 1938-D South Hampton Road, Glenn Heights, Texas 75154

CONSENT AGENDA

Mayor Pro Tem Travis Bruton requested to remove Consent Agenda Item 3 for discussion.

1. Discussion and take action to approve the Meeting Minutes of the May 5, 2026, City Council Meeting. (Brandi Brown, City Secretary) Discussion and take action to approve the Meeting Minutes of the May 19, 2026, City Council Meeting. (Brandi Brown, City Secretary)

2. Discussion and take action excusing the absence of Mayor Pro Tem Travis Bruton from the May 5, 2026, City Council Meeting, pursuant to Code of Ordinances Section 1.02.008(a)(2). (Mayor Pro Tem Travis Bruton)

Council Member Shaunte Allen made a motion to approve Consent Agenda Items 1 and 2 as written. Mayor Pro Tem Travis Bruton made the second. The motion carried with the following record vote:

VOTE 7 Ayes – Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, and Washington

3. Discussion and take action to approve Resolution R-22-26, approving an Interlocal Cooperation Agreement with the City of Sanger, Texas for the Uhl Road Repair Project; and restating award of the Professional Services Agreement for the Uhl Road Repair Project To Level 1 Paving, Inc. in the amount not to exceed THREE HUNDRED AND SEVEN THOUSAND DOLLARS AND NO CENTS (\$307,000.00); ratifying past actions of the City Manager and others.

Andrew Waits, Director of Public Works, confirmed the Project cost and answered Council's questions related to what portion of Uhl Road this Project would cover and what materials would be used on the roadway.

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

VOTE 7 Ayes – Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, and Washington

AGENDA

1. Discussion and take action to approve Resolution R-23-26, establishing the City of Glenn Heights Property Assessed Clean Energy (PACE) Program, in accordance with Chapter 399 of the Texas Local Government Code, and to set a public hearing for the proposed program.

Clifford Blackwell, City Manager, introduced this item and completed a presentation regarding this item, including providing information about the Program and next steps.

Mr. Blackwell and Kyra Guy, Program Manager, Texas PACE Authority, responded to Council's questions regarding the contents of the report required by Texas Local Government Code Section 399.009 for the Property Assessed Clean Energy (PACE) Program, including information provided to businesses, foreclosure considerations, and next steps in the process.

Mayor Pro Tem Travis Bruton made a motion to approve Agenda Item 1 as written. Council Member Shaunte Allen made the second. The motion carried with the following record vote:

VOTE 7 Ayes – Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, and Washington

2. Discussion and take action to approve Resolution R-24-26, a Resolution of the City Council of the City of Glenn Heights, Texas, affirming the appointment of a shared Board Member with the cities of Garland and Rowlett to serve on the Dallas Area Rapid Transit (DART) Board as provided in Section 452 of the Texas Transportation

Code; and providing for an effective date.

Mayor Pro Tem Travis Bruton made a motion to table Agenda Item 2 to the June 16, 2026, Meeting. Council Member Laymon Lightfoot made the second.

VOTE 7 Ayes – Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, and Washington

3. Discussion regarding the Annual Uniform Step Payment Plan to provide a consistent and equitable structure for employee salary progression, including the establishment of a universal step date, eligibility and proration guidelines for new hires, and performance-based advancement requirements.

Mayor Pro Tem Travis Bruton made a motion to table Agenda Item 3 to the June 16, 2026, Meeting. Council Member Laymon Lightfoot made the second.

VOTE 7 Ayes – Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, and Washington

4. Discussion and take action on City Council Member Place 3 appointing one member to the Citizens Police Advisory Committee for a term beginning June 8, 2026.

Mayor Pro Tem Travis Bruton made a motion to table Agenda Item 4 to the June 16, 2026, Meeting. Council Member Laymon Lightfoot made the second.

VOTE 7 Ayes – Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, and Washington

5. Discussion regarding the standardization of Boards and Commissions processes, including appointments, recruitment, advertising, and terms.

Council Member Shaunte Allen introduced this item. Feedback was received regarding term limits, serving on multiple boards, the appointment and recruitment process, and the need to update Ordinances to ensure consistency and eliminate subjectivity. The Mayor considered recommendations from Council Members to either hold a retreat to discuss the item in more detail or to have Council submit their suggestions to City Manager Clifford Blackwell.

Following discussion, Mayor Sonja A. Brown directed Mr. Blackwell to poll Council to identify a suitable date for a retreat to further discuss this item. As no action could be taken on this item at the June 2, 2026, Meeting, it was determined that the item would be placed on the June 16, 2026, Agenda to allow for the extension of terms for any Board or Commission Members whose terms had expired or were set to expire in the near future.

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.

Mayor Sonja A. Brown announced that City Council would convene into Executive Session at 8:05 P.M.

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

Mayor Sonja A. Brown announced that City Council reconvened into Open Session at 8:22 P.M. and that no action was taken in Executive Session.

ADJOURNMENT

6. Discussion and take action to approve Resolution R-25-26, approving and authorizing the City Manager to execute a Chapter 380 Economic Development Agreement with D.R. Horton – Texas, Ltd.

Mayor Sonja A. Brown 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 7 Ayes – Brown, Bruton, Mosley, Allen, Hobbs, Lightfoot, and Washington

Mayor Sonja A. Brown adjourned the meeting at 8:24 P.M.

Sonja A. Brown, Mayor

Attest:

Brandi Brown, City Secretary
Passed and approved on the 16th day of June 2026



Discussion and take action to approve the Meeting Minutes of the June 8, 2026, Joint City Council and Planning and Zoning Commission Meeting. (Brandi Brown, City Secretary)

[illegible]

**MINUTES OF THE
CITY COUNCIL AND
PLANNING AND ZONING COMMISSION
OF THE CITY OF GLENN HEIGHTS, TEXAS**

JUNE 8, 2026

STATE OF TEXAS *

COUNTIES OF DALLAS AND ELLIS *

CITY OF GLENN HEIGHTS *

On the 8th day of June 2026, City Council and the Planning and Zoning Commission of the City of Glenn Heights, Texas, held a joint Meeting, 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
Sherron Mosley	*	Council Member, Place 1
Shaunte Allen	*	Council Member, Place 2
Tramayne Hobbs	*	Council Member, Place 4
Laymon Lightfoot	*	Council Member, Place 5
Nelda Washington	*	Council Member, Place 6

PLANNING AND ZONING COMMISSION

Austin Kelley	*	Chairperson
Shaleese Neugent	*	Commissioner
Arnold Davis, Jr.	*	Commissioner
Stevelyn Miller	*	Commissioner
Enrique Salazar	*	Commissioner

STAFF:

Clifford Blackwell	*	City Manager
Keith Moore	*	Deputy City Manager
Brandi Brown	*	City Secretary
Bester Munyaradzi	*	Director of Planning & Development Services
Nicholas Williams	*	Fire Chief

CONSULTANT:

Kellie McKee	*	City Attorney's Office
--------------	---	------------------------

CALL TO ORDER

Mayor Sonja A. Brown called the Joint Meeting of the City Council and Planning and Zoning Commission to order at 7:17 P.M.

PUBLIC COMMENT

There were no Public Comments.

AGENDA

1. Presentation and discussion regarding the relationship between the Future Land Use Map and the Zoning Map update.

Clifford Blackwell, City Manager, introduced this item. Bester Munyaradzi, Director of Planning and Development Services, completed a presentation addressing the Comprehensive Plan and Zoning Regulations, including the Future Land Use Map, challenges within the Comprehensive Plan in connection with Zoning Ordinances, approved zoning cases and Planned Developments, and areas where the Comprehensive Plan and Zoning Ordinances are not aligned.

Mrs. Munyaradzi, Mayor Brown, and City Attorney Kellie McKee responded to questions from Council and Commissioners regarding the number of pending zoning cases, specific details of those cases, and potential recourse if a zoning request is denied after a similar request was previously approved. Discussion also included recommendations for moving forward (high density versus low density), the timeline and responsibility for initiating rezoning, whether property owners are informed of zoning regulations prior to purchasing land, and established processes and procedures, including circumstances under which a denial may be appropriate.

Additional topics included the consideration of a moratorium on new zoning requests, whether revising the current zoning map or designating new zoning categories under the Future Land Use Map would be the most effective approach, and the types and quantities of residential units currently approved for development. Council and Commissioners also discussed whether current approvals increase overall density, whether the City maintains an appropriate balance between developed and undeveloped land, and whether sufficient land is available for future retail development. Questions were also raised regarding the ability to amend previously approved zoning changes.

Council and Commissioners provided feedback on potential next steps. Council requested a copy of the presentation, along with a map identifying developed and undeveloped areas within the City. A subsequent joint meeting is scheduled for July 14, 2026, to continue discussion and determine appropriate next actions.

ADJOURNMENT

Mayor Sonja A. Brown adjourned the meeting at 8:33 P.M.

Sonja A. Brown, Mayor

Attest:

Brandi Brown, City Secretary

Passed and approved on the 16th day of June 2026



Conduct a Public Hearing to receive testimony regarding the proposed City of Glenn Heights PACE Program. (Clifford Blackwell, City Manager)

[illegible]

June 9, 2026

*Ellis County's only independently owned newspaper*[Home](#) / [Legals](#)**WE'RE HIRING!**

Route Delivery Driver | Sales Representative

Call (972) 544-2369 or email ecpress.1@gmail.com

208 S Central St, Ferris, TX 75125

NOTICE OF PUBLIC HEARING: City of Glenn Heights to receive testimony regarding proposed City of Glenn Heights Property Assessed Clean Energy (PACE) Program

*Publish one time in The Ellis County Press on
Thursday, June 4, 2026.*

Ferris, TX 75125

76 °F 90 °F

[Accessibility](#)

NOTICE OF PUBLIC HEARING

City of Glenn Heights**1938-C South Hampton Road****Glenn Heights, Texas 75154**

HAVE A NEWS TIP?

Do you have information that the public should know about? Share news tips with us anonymously.



Notice is hereby given that the City Council of the City of Glenn Heights, Texas, will hold a Public Hearing on **June 16, 2026, at 7:00 P.M.**, at the Glenn Heights City Hall, Council Chambers, located at 1938-C South Hampton Road, Glenn Heights, Texas 75154, pursuant to V.T.C.S., Government Code §551.041.

The Public Hearing will be held to receive testimony regarding a proposed **City of Glenn Heights Property Assessed Clean Energy (PACE) Program**, which would allow property owners to finance energy and water conservation improvements through voluntary assessments on their property, administered by a third-party without the use of City funds.

All interested people are invited to attend and be heard. Written comments may be submitted prior to the Public Hearing before the meeting dates indicated above.

For more information, please contact Brandi Brown, City Secretary, (972) 223-1690 ext. 125, or by email at brandi.brown@glennheightstx.gov.

Tags: *Notice of Public City of Glenn* *The Ellis*
Hearing, *Heights Texas,* *County Press*

No one delivers your **LOCAL NEWS**
like your **LOCAL NEWSPAPER**



AVAILABLE IN

 Print  Digital  Mobile

SUBSCRIBE TODAY

SUBMIT NEWS TIP

 **FERRIS INDEPENDENT SCHOOL DISTRICT**
EDUCATING STUDENTS. ENRICHING LIVES. <https://www.ferrissisd.org>

The Elite
County Pre

1991 35 YEARS 2026
CELEBRATION

ELLIS COUNTY'S ONLY INDEPENDENTLY-OWNED CONSERVATIVE NEWSPAPER

JUNE 4, 2026 | VOL. 35 NO. 11 | DEFENDING TRUTH AND FREEDOM SINCE 1992 | WWW.ELLISCOUNTYPRESS.COM \$1

[illegible][illegible]


OFFICIAL NEWSPAPER
 Cities of Ferris, Glen Heights, Ovilla,
 Winters – and Ferris ISD
 Serving all of Elba County and Southern Dallas County


 0 00309 60812 9


CLASSIFIEDS
 972.544.2369


SUBSCRIBER SERVICES
 972.544.2369



NOTICE OF PUBLIC HEARING

**City of Glenn Heights
1938-C South Hampton Road
Glenn Heights, Texas 75154**

Notice is hereby given that the City Council of the City of Glenn Heights, Texas, will hold a Public Hearing on June 16, 2026, at 7:00 P.M., at the Glenn Heights City Hall, Council Chambers, located at 1938-C South Hampton Road, Glenn Heights, Texas 75154, pursuant to V.T.C.S., Government Code §551.041.

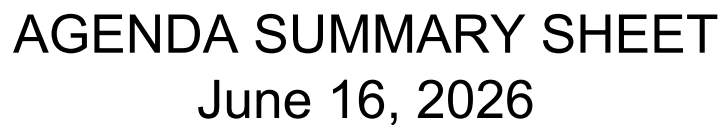
The Public Hearing will be held to receive testimony regarding a proposed City of Glenn Heights Property Assessed Clean Energy (PACE) Program, which would allow property owners to finance energy and water conservation improvements through voluntary assessments on their property, administered by a third-party without the use of City funds.

All interested people are invited to attend and be heard. Written comments may be submitted prior to the Public Hearing before the meeting dates indicated above.

For more information, please contact Brandi Brown, City Secretary, (972) 223-1690 ext. 125, or by email at brandi.brown@glennheightstx.gov.

I, Brandi Brown, City Secretary, do hereby certify that this Notice was posted in a location convenient to the Public at Glenn Heights City Hall, 1938-C South Hampton Road, Glenn Heights, Texas 75154 by 5:00 P.M. on Friday, May 29, 2026.

Brandi Brown, City Secretary



Discussion and take action to approve Resolution R-26-26, establishing the City of Glenn Heights PACE Program. (Clifford Blackwell, City Manager)

[illegible]

RESOLUTION R-26-26

CITY OF GLENN HEIGHTS CITY COUNCIL
RESOLUTION ESTABLISHING THE GLENN HEIGHTS PACE PROGRAM

STATE OF TEXAS §
 §
CITY OF GLENN HEIGHTS §

WHEREAS, the 83rd Regular Session of the Texas Legislature enacted the Property Assessed Clean Energy Act, Texas Local Government Code Chapter 399 (the “PACE Act”), which allows the governing body of a local government, including a City or County, to designate an area of the territory of the local government as a region within which an authorized representative of a local government and the record owners of commercial, industrial, and large multifamily residential (5 or more dwelling units) real property may enter into written contracts to impose assessments on the property to repay the financing by the owners of permanent improvements fixed to the property intended to decrease energy or water consumption or demand;

WHEREAS, the installation or modification by property owners of qualified energy or water saving improvements to commercial, industrial, and large multifamily residential real property in the City of Glenn Heights will further the goals of energy and water conservation without cost to the public;

WHEREAS, the City Council finds that third-party financing of energy and water conserving projects through contractual assessments maintained by the City (“PACE financing”) furthers essential government purposes, including but not limited to, economic development, reducing energy consumption and costs, conserving water resources, and improving air quality.;

WHEREAS, the City Council adopted a Resolution of Intent to establish a PACE program for the City on June 2, 2026, including a reference to the report on the proposed program prepared as required by Section 399.009 of the PACE Act and made the report available to the public on the City website and for inspection in the City Manager’s Office;

WHEREAS, the City Council finds that the administration of the PACE program by a qualified non-profit organization as an independent third-party Authorized Representative contracted by the City and compensated by application and administration fees paid by the participating property owners, will enable the program to be administered without use of City resources, will assure the objectives of impartiality and confidentiality of owner information, and will be convenient and advantageous to the City]; and

WHEREAS, the City Council also finds that because no City funds will be expended for PACE financing of the Authorized Representative’s services, the selection of such an independent third-party Authorized Representative is not subject to the Professional Services Procurement Act or other City purchasing requirements; and

WHEREAS, the City Council held a public hearing on June 16, 2026, at 7:00 p.m. in the City Council Room, at 138 South Hampton Road, Building C, Glenn Heights, Texas 75154 at which the public could comment on the proposed program, including the report available for public inspection as mentioned above and as required by Section 399.008(a)(2):

NOW THEREFORE, be it resolved by the City Council of the City of Glenn Heights that:

1. Recitals. The recitals to this Resolution are true and correct and are incorporated into this resolution for all purposes.
2. Establishment of Program. The City of Glenn Heights hereby adopts this Resolution Establishing the City of Glenn Heights Property Assessed Clean Energy Program (“The City of Glenn Heights PACE”), herein called “the Program,” and finds that financing qualified projects through contractual assessments pursuant to the PACE Act is a valid public purpose and is convenient and advantageous to the City and its citizens.
3. Contractual Assessments. The City will, at the property owner’s request, impose contractual assessments on the property to repay PACE financing for qualified energy and water conserving projects available to owners of privately owned commercial, industrial, and large multifamily property.
4. Qualified Projects. The following types of projects are qualified projects for PACE financing that may be subject to such contractual assessments:

Projects that (a) involve the installation or modification of a permanent improvement fixed to privately owned commercial, industrial, or residential real property with five (5) or more dwelling units, and (b) are intended to decrease energy or water consumption or demand, including a product, device, or interacting group of products or devices on the customer’s side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature.

An assessment may not be imposed to repay the financing of facilities for undeveloped lots or lots undergoing development at the time of the assessment or the purchase or installation of products or devices not permanently fixed to real property.

5. Region. The entire geographic area within the City’s jurisdictional boundaries is included in the region where PACE financing and assessments can occur
6. Third- Party Financing. Financing for qualified projects under the Program will be provided by qualified third-party lenders chosen by the owners. Such lenders will execute written contracts with the Authorized Representative to service the debt through assessments, as required by the PACE Act. The contracts will provide for the lenders to determine the financial ability of owners to fulfill the financial obligations to be repaid through assessments, advance the funds to owners on such terms as are agreed between the lenders and the owners for the installation or modification of qualified projects, and service the debt secured by the assessments, directly or through a servicer, by collecting payments from the owners pursuant to financing documents executed between the lenders and the owners. The City will maintain and continue the assessments for the benefit of such lenders and will enforce the assessment lien for the benefit of a lender in the event of a default by an owner. The City will not, at this time, provide financing of any sort for the City of Glenn Heights PACE program.
7. Authorized Representative. The City Council will designate Texas PACE Authority, a non-profit organization, to act as the Authorized Representative with authority to

enter into written contracts with the record owners of real property in the City to impose assessments pursuant to the PACE Act to repay the financing of qualified projects on the owners' property, to enter into written contracts with the parties that provide third-party financing for such projects to service the debts through assessments, and to file written notice of each contractual assessment in the real property records of Dallas or Ellis Counties, all on behalf of the City. The Authorized Representative may make technical and conforming updates as necessary so long as the changes are consistent with the resolution to establish the PACE program and the statute. The City Manager or his or her designee will be the liaison with the Authorized Representative.

8. Enforcement. The City will enforce the collection of past due assessments and may contract with a qualified law firm to assist in collection efforts.
9. Report. The final report on the City PACE program, prepared in accordance with Section 399.009 of the Texas Local Government Code is attached and incorporated into this resolution. The City will post the resolution and report on the City's website.
10. Amendment of Program. The City Council may amend the Glenn Heights PACE Program by resolution. However, another public hearing is required before the Program may be amended to provide for City financing of qualified improvements through assessments.

Adopted this 16th day of June, 2026.

Sonja A. Brown, Mayor

Brandi Brown, City Secretary

Kellie McKee, City Attorney

[INSERT FINAL REPORT]

REPORT REQUIRED BY TEXAS LOCAL GOVERNMENT CODE SECTION 399.009 FOR A PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM

This Report is adopted by the City of Glenn Heights, Texas (“**Local Government**”) Property Assessed Clean Energy (PACE) Program (**the “Program”**) in accordance with the requirements of the Property Assessed Clean Energy Act (**the “PACE Act”**) as set forth in Texas Local Government Code Chapter 399.

The Local Government and its constituents benefit when older existing buildings are modified, and new facilities constructed with new technology and equipment that increases energy efficiency and reduces water consumption. As described in this Report, the Local Government is establishing the commercial PACE Program to encourage private sector investment in energy efficiency and water conservation. The PACE Program will be offered to property owners on a strictly voluntary basis and will not require the use of any public funds or resources.

Authorized under the PACE Act enacted in 2013, the PACE program is an innovative financing program that enables private sector owners of privately owned commercial, industrial, and multifamily residential properties with five or more dwelling units to obtain low-cost, long-term loans to pay for water conservation, energy-efficiency improvements, and distributed generation. PACE loans provide up to 100% financing of all eligible project costs, with little or no up-front out-of-pocket cost to the owner. The Local Government has chosen to follow the administrative principles, program processes, and model documents of the uniform Texas PACE in a Box model program, as amended from time-to-time.¹

Loans made under the PACE Program will be secured by assessments on the property that are voluntarily imposed by the owner. Assessments may be amortized over the projected life of the improvements. The utility cost savings derived from improvements financed with PACE loans are expected to equal or exceed the amount of the assessment. In turn, these improvements are able to generate positive cash flow upon installation because the debt service will be less than the savings.

PACE assessments are tied to the property and follow title from one owner to the next. Each owner is responsible only for payment of the assessments accruing during its period of ownership. When the property is sold, the payment obligation for the remaining balance of the assessment is transferred automatically to the next owner. As a result, the program will help property owners overcome market barriers that often discourage investment in energy efficiency and water conservation improvements.

¹ <https://www.keepingpaceintexas.org/pace-in-a-box>

1. Eligible Properties

The Local Government's PACE program is a strictly voluntary program. All private sector owners of Eligible Properties located within the Local Government's PACE region may participate in PACE financing. ***"Eligible Properties"*** include commercial, industrial, and multifamily residential properties with five or more dwelling units. Government, residential², and undeveloped property and property undergoing development at the time of the assessment are not Eligible Properties.

2. Qualified Improvements

PACE financing may be used to pay for Qualified Improvements to Eligible Properties. ***"Qualified Improvements"*** are permanent improvements intended to decrease water or energy consumption or demand, including a product, device, or interacting group of products or devices on the customer's side of the meter that use energy technology to generate electricity, provide thermal energy, or regulate temperature. Under the PACE Act, products or devices that are not permanently fixed to real property are not considered to be Qualified Improvements.

The following items may constitute Qualified Improvements:

- High efficiency heating, ventilating and air conditioning ("HVAC") systems
- High efficiency chillers, boilers, and furnaces
- High efficiency water heating systems
- Energy management systems and controls
- Distributed generation systems
- High efficiency lighting system upgrades
- Building enclosure and envelope improvements
- Water conservation and wastewater recovery and reuse systems
- Combustion and burner upgrades
- Heat recovery and steam traps
- Water management systems and controls (indoor and outdoor)
- High efficiency irrigation equipment

3. Benefits of PACE to Property Owners

The PACE program will enable owners of Eligible Properties to overcome traditional barriers to capital investments in energy efficiency and water conservation improvements, such as unattractive returns on investment, split incentives between landlords and tenants, and uncertainty of recouping the investment upon sale of the property.

By financing Qualified Improvements through the program, property owners may achieve utility cost savings that exceed the amount of the assessment and reduce their exposure to utility price volatility. As a result, the value of the property will be enhanced, and the owner will only be obligated to pay the assessment installments that accrue during its period of

² This encompasses single family residential and any multi-family properties with fewer than five units.

ownership of the property. Additionally, by investing in energy efficiency and water conservation with PACE financing, property owners may also qualify for various rebate, tax credit, and incentive programs offered by utility providers and state or federal governmental authorities to encourage these types of investments.

4. Benefits of PACE to the Local Government

Among other things, projects financed through PACE will:

- Enable property owners and occupants to save substantial amounts in utility costs;
- Reduce demand on the electricity grid;
- Mitigate greenhouse gas emissions associated with energy generation;
- Enhance the value and efficiency of existing buildings;
- Boost the local economy by creating new job opportunities and new business opportunities for contractors, engineers, commercial lenders, professionals, and equipment vendors and manufacturers;
- Increase business retention and expansion in the PACE region by enabling cost effective energy and water saving updates to existing property;
- Improve productivity through optimized energy usage;
- Support the State's water conservation plan; and
- Better enable the Local Government to meet its water conservation goals.

Finally, through the reduction in energy consumption as a result of the PACE program, there will be a decreased demand for power resulting in lower emissions from power plants. EPA regulations have significant impacts on air quality standards in Texas.

The PACE program requires minimal support from the Local Government. It is designed to be self-sustaining. Furthermore, because the PACE program is tax neutral, it achieves all of the benefits listed in this Report without imposing a burden on the Local Government's general fund.

The 84th Texas Legislature added an immunity provision that explicitly shields the Local Government and its employees, members of the governing body of a local government, employees of a local government, and board members, executives, employees, and contractors of a third party who enter into a contract with a local government to provide administrative services for a program under this chapter from liability.³

5. The Benefits of PACE to Lenders

PACE loans are attractive to lenders because they are very secure investments. Like a property tax lien, the assessment lien securing the PACE loan has priority over other liens on the property. Therefore, the risk of loss from non-payment of a PACE loan is low compared to most other types of loans. PACE assessments provide lenders with an attractive new product to assist existing and new customers in addressing an almost universal pent-up demand for needed commercial and industrial property equipment modernization. In order to

³ TX. Local Gov't Code §399.019. In the 85th legislature, HB 2654 clarified that the personal immunity provisions apply to all elected officials performing rights and duties under chapter 399 of the Local Government Code.

protect the interests of holders of existing mortgage loans on the property, the PACE Act requires their written consent to the PACE assessment as a condition to obtaining a PACE loan.

6. The Benefits of PACE to Contractors, Engineers, and Manufacturers

PACE loans provide attractive sources of financing for water and energy saving retrofits and new construction upgrades, thereby encouraging property owners to make substantial investments in new and existing commercial and industrial buildings. As a result, PACE will unlock business opportunities for contractors, engineers, and manufacturers throughout the commercial and industrial sectors.

7. Administration of the Local Government PACE Program

Under the PACE Act, the establishment and operation of the program are governmental functions.⁴ The PACE Act further authorizes the Local Government to enter into a contract with a third party to provide administrative services for the PACE program (the “***Authorized Representative***”). The Local Government will delegate administration of the PACE program to Texas PACE Authority, a qualified, non-profit organization that can administer the program at no cost to the Local Government.

The Authorized Representative’s role is to serve as an extension of the local government staff to provide oversight of the program to ensure best practices and consumer protections at the lowest possible cost to the property owner in a transparent and ethical manner and to provide education and outreach.

The Authorized Representative will be funded by administrative fees paid by the property owners establishing a PACE project, charitable grants or other authorized sources of revenue. The Authorized Representative will not receive compensation or reimbursement from the Local Government.

8. Eligible Lenders

The PACE Act does not set criteria for financial institutions or investors to be PACE lenders. The Local Government will follow best practices of other PACE programs and the Texas PACE in a Box model program by recommending that lenders be:

- Any federally insured depository institution such as a bank, savings bank, savings and loan association and federal or state credit union;
- Any insurance company authorized to conduct business in one or more states;
- Any registered investment company, registered business development company, or a Small Business Administration small business investment company; • Any publicly traded entity; or
- Any private entity that:
 - Has a minimum net worth of \$5 million;
 - Has at least three years’ experience in business or industrial lending or commercial real estate lending (including multifamily lending), or has a

⁴ TX Local Government Code §399.003(b)

lending officer that has at least three years' experience in business or industrial lending or commercial real estate lending; and

- o Can provide independent certification as to availability of funds.

All lenders must have the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts.

Any lender can participate in the PACE program as long as it is a financially stable entity with the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts. The property owner, not the Local Government or the Authorized Representative, selects the lender.

The Authorized Representative will not guarantee or imply that funding will automatically be provided from a third-party lender, imply or create any endorsement of, or responsibility for, any lender; or create any type of express or implied favoritism for any eligible lender.

9. Components of the PACE Program

As required under Section 399.009 of the PACE Act, the following describes all aspects of the PACE Program:

- a. Map of Region. A map of the boundaries of the region included in the program is attached to this Report as Exhibit 1. The region encompasses the entire geographic area within the Local Government's jurisdictional boundaries.
- b. Form Contract with Owner. A form contract between the Local Government and the record owner of the Eligible Property is attached as Exhibit 2. It specifies the terms of the assessment under the PACE program and the financing to be provided by an Eligible Lender of the property owner's choosing.
- c. Form Contract with Lender. A form contract between the Local Government and the Eligible Lender chosen by a property owner is attached to this Report as Exhibit 3. It specifies the financing and servicing of the debt through assessments.
- d. Form Notice of Contractual Assessment Lien. A form Notice of Assessment Lien to be filed by the Local Government with the County Clerk is attached to this Report as Exhibit 4.
- e. Qualified Improvement. The following types of projects are qualified improvements that may be subject to contractual assessments under the PACE program:
 - (1) Projects that involve the installation or modification of a permanent improvement fixed to privately owned commercial, industrial or residential real property with five (5) or more dwelling units;⁵ and
 - (2) Projects that are intended to decrease energy or water consumption or demand by installing a product, device, or interacting group of products or devices on the

⁵ TX. Local Gov't Code §399.002(5).

customer's side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature.⁶

A sample list of potential Qualified Improvements appears in Section 2 above.

The PACE program may not be used to finance improvements to undeveloped lots or lots undergoing development at the time of the assessment, or for the purchase or installation of products or devices not permanently fixed to real property.⁷

- f. Authorized Representative. HB 3187 was signed into law on June 16, 2015. It authorizes the Local Government to delegate administration of the PACE program to a third-party "Authorized Representative." The Local Government may delegate all official administrative responsibilities, such as the execution of individual contracts with property owners and lenders, to an Authorized Representative. This relationship will be monitored and maintained by the City Manager or his or her designee.
- g. Project Review. Track and provide a public overview with savings metrics for all PACE projects
- h. Plans for Ensuring Sufficient Capital.⁸ Lenders will extend loans to finance Qualified Improvements. Financing documents executed between owners and lenders will impose a contractual assessment on Eligible Property to repay the owner's financing of the Qualified Improvements. The lenders will ensure that property owners demonstrate the financial ability to fulfill the financial obligations to be repaid through contractual assessments.
- i. No Use of Bonds or Public Funds. The Local Government does not intend to issue bonds or use any other public monies to fund PACE projects. Property owners will obtain all financing from the Eligible Lenders they choose.
- j. Limit on Length of Loan. One of the statutory criteria of a PACE loan is that the assessment payment period cannot exceed the useful life of the Qualified Improvement that is the basis for the loan and assessment. As part of the application process, the property owners will submit an independent third-party review prepared by a licensed engineer showing the water or energy baseline conditions and the projected water or energy savings. This review will aid the Authorized Representative in making a determination that the period of the requested assessment does not exceed the useful life of the Qualified Improvement.
- k. Application Process. The Authorized Representative will accept applications from property owners seeking to finance Qualified Improvements under the program. Each application must be accompanied by the required application fee and must include:

⁶ TX. Local Gov't Code §399.002(3).

⁷ TX. Local Gov't Code §399.004.

⁸ The Texas PACE Authority's website (www.texaspaceauthority.org) offers a non-exhaustive list of interested and qualified lenders to assist property owners in funding PACE projects in Texas.

- (1) A description of the specific Qualified Improvements to be installed or modified on the property;
- (2) A description of the specific real property to which the Qualified Improvements will be permanently fixed, and
- (3) The total amount of financing, including any transaction costs, to be repaid through assessments.

Based on this information, the Authorized Representative may issue a preliminary letter indicating that, subject to verification of all requirements at closing, the proposed project appears to meet program requirements. Based on this preliminary letter, the property owner may initiate an independent third-party review of the project and submit the project to Eligible Lenders for approval of financing.

Once the above processes are completed, the property owner will submit the application to the Authorized Representative to obtain preliminary approval. The property owner is expected to produce the following documentation prior to closing on the PACE loan:

- (1) A Report conducted by a qualified, independent third-party reviewer, showing water or energy baseline conditions and the projected water or energy savings, or the amount of renewable energy generated attributable to the project;
 - (2) Such financial information about the owner and the property as the lender chosen by the owner deems necessary to determine that the owner has demonstrated the financial ability to fulfill the financial obligations to be paid through assessments; and
 - (3) All other information required by the Authorized Representative.
1. Financial Eligibility Requirements. The Authorized Representative will determine whether the owner, the property and the improvements are eligible for financing under the program. The Eligible Lender chosen by the owner will determine whether the owner has demonstrated the financial ability to repay the financial obligations to be collected through contractual assessments. The statutory method⁹ for ensuring such a demonstration of financial ability must be based on appropriate underwriting factors, including the following:
- (1) verification that the person requesting to participate in the program is the legal record owner of the benefitted property,
 - (2) the applicant is current on mortgage and property tax payments,
 - (3) the applicant is not insolvent or in bankruptcy proceedings,
 - (4) the title of the benefitted property is not in dispute,
 - (5) there is a method for determining an appropriate ratio of the amount of the assessment to the assessed value of the property in accordance with the most current Texas PACE in a Box model program, and

⁹ TX. Local Gov't Code §399.009(b).

- (6) the Local Government determines that to be eligible for PACE financing, the project's projected savings derived from the Qualified Improvement must be greater than the cost of the PACE assessment and lien over the life of the assessment (i.e., the Savings to Investment Ratio (SIR) should be greater than one, $SIR > 1$), subject to the most current PACE in a Box requirements.
- m. Mortgage Holder Notice and Consent. As a condition to the execution of a written contract between the Authorized Representative and the property owner imposing an assessment under the program, the holder of any mortgage lien on the property must be given notice of the owner's intention to participate in the program on or before the 30th day before the date the contract is executed, and the owner must obtain the written consent of all mortgage holders.¹⁰
- n. Imposition of Assessment. The Authorized Representative will enter into a written contract with the property owner, only after:
- (1) The property owner delivers to the Authorized Representative written consent of all mortgage lien holders;
 - (2) The Authorized Representative's determination that the owner and the property are eligible to participate in the program, that the proposed improvements are reasonably likely to decrease energy or water consumption or demand, and that the period of the requested assessment does not exceed the useful life of the Qualified Improvements; and
 - (3) The Eligible Lender notifies the Authorized Representative that the owner has demonstrated the financial ability to fulfill the financial obligations to be repaid through contractual assessments.

The contract will impose a contractual assessment on the owner's Eligible Property to repay the lender's financing of the Qualified Improvements. The Authorized Representative will file "A Notice of Contractual Assessment Lien," in substantially the form in Exhibit 4 in the Official Public Records of the County in which the property is located, to serve as notice to the public of the assessment, from the date of filing. The contract and the notice must contain the amount of the assessment, the legal description of the property, the name of the property owner, and a reference to the statutory assessment lien provided under the PACE Act.

- o. Collection of Assessments. The execution of the written contract between the Local Government and the property owner and recording of the Notice of Contractual Assessment Lien incorporate the terms of the financing documents executed between the property owner and the lender to repay the financing secured by the assessment. The third-party lender will advance financing to the owner, and the terms for repayment will be such terms as are agreed between the lender and the owner. Under the form lender contract attached as Exhibit 3, the lender or a designated servicer will agree to service the debt secured by the assessment.

¹⁰ TX. Local Gov't Code §399.010.

With funds from the lender, the property owner can purchase directly the equipment and materials for the Qualified Improvement and contract directly, including through lease, power purchase agreement, or other service contract, for the installation or modification of the Qualified Improvements. Alternatively, the lender may make progress payments to the property owner as the Qualified Improvement is installed.

The lender will receive the owner's assessment payments to repay the debt and remit to the Authorized Representative any administrative fees. The lender will have the right to assign or transfer the right to receive the installments of the debt secured by the assessment, provided all of the following conditions are met:

- (1) The assignment or transfer is made to an Eligible Lender, as defined above;
 - (2) The property owner and the Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future installments should be mailed at least 30 days before the next installment is due according to the schedule for repayment of the debt; and
 - (3) The assignee or transferee, by operation of the financing documents or otherwise, written evidence of which shall be provided, assumes lender's obligations under the lender contract.
- p. Verification Review. After a Qualified Improvement is completed, the Authorized Representative will require the property owner to provide verification by a qualified independent third-party reviewer that the Qualified Improvement was properly completed and is operating as intended.¹¹ The verification report conclusively establishes that the improvement is a Qualified Improvement and the project is qualified under the PACE program.¹²
- q. Marketing and Education Services. The Program Administrator will provide online service provider training for contractors, engineers, property managers and other stakeholders, provide outreach and education for all stakeholders including presentations, conference booths and individual meetings, and provide written and electronic materials such as case studies, flyers, and webinars.
- r. The Local Government may subsequently enter into agreements with one or more other local governments or non-profit organizations that promote energy and water conservation and/or economic development to provide marketing and education services for the PACE program.
- s. Quality Assurance and Anti-Fraud Measures. The Authorized Representative will institute quality assurance and anti-fraud measures for the Program. The Authorized Representative will review each PACE application for completeness and supporting documents through independent review and verification procedures. The application and required attachments will identify and supply the information necessary to ensure that the property owner, the property itself, and the proposed project all satisfy PACE program underwriting and technical standard requirements. Measures will be

¹¹ TX Local Gov't Code §399.011.

¹² TX Local Government Code §399.011(a-1)

put in place to provide safeguards, including a review of the energy and water savings baseline and certification of compliance with the technical standards manual from an independent third-party reviewer (ITPR), who must be a registered professional engineer, before the project can proceed. This review will include a site visit, report, and a letter from the ITPR certifying that he or she has no financial interest in the project and is an independent reviewer. After the construction of the project is complete, an ITPR will conduct a final site inspection and determine whether the project was completed and is operating properly. The reviewer's certification will also include a statement that the reviewer is qualified and has no financial interest in the project.

- t. Delinquency. Under the terms of the form lender contract attached as Exhibit 3, if a property owner fails to pay an agreed installment when due on the PACE assessment, the lender agrees to take at least the following steps to collect the delinquent Installment:
- (1) Mail a written notice of delinquency and demand for payment to the property owner. Lender shall mail a copy of the first notice of delinquency to the holder(s) of any mortgage lien on the Property, to HUD if this is a HUD assisted or FHA insured Project; and to Freddie Mac if the lien is held by Freddie Mac.
 - (2) Mail a second notice of delinquency and demand for payment to the property owner at least 30 days after the date of the first notice if the delinquency is continuing; and lender shall also mail a copy of the second notice of delinquency to the holder(s) of any mortgage lien on the Property, to HUD if this is a HUD assisted or FHA insured Project, and to Freddie Mac if the lien is held by Freddie Mac.

The holder(s) of any mortgage lien on the property, HUD, if this is a HUD assisted or FHA insured Project, and Freddie Mac if the mortgage lien is held by Freddie Mac, shall have not less than a 60-day notice and right to cure the delinquency by paying the amount of the delinquent Installment.

If Property Owner or other parties with the right to cure under this contract fails to cure the delinquency on or before the 30th day after the mailing of the second notice of delinquency, lender or its designee may notify Authorized Representative in writing of a default in payment by Property Owner. Upon receipt of such notice and after doing its own due diligence, Authorized Representative shall certify the default to Local Government, which shall then enforce the assessment lien for the benefit of lender pursuant to Sec. 399.014(c) of the PACE Act, in the same manner as a property tax lien against real property may be enforced. However, if a case under the U.S. Bankruptcy Code is filed by or against Property Owner or if the enforcement of the assessment lien is prevented by the order of a court, Local Government shall notify Authorized Representative and shall file a proof of claim for the balance of the Assessment, accrued interest and penalties, and all costs and expenses, including attorney's fees, as authorized by Section 399.014 of the PACE Act. Lender shall reimburse Local Government for any costs and expenses, including attorney's fees, required to file and present the claim.

EXHIBIT 1

MAP OF THE CITY OF GLENN HEIGHTS PACE REGION

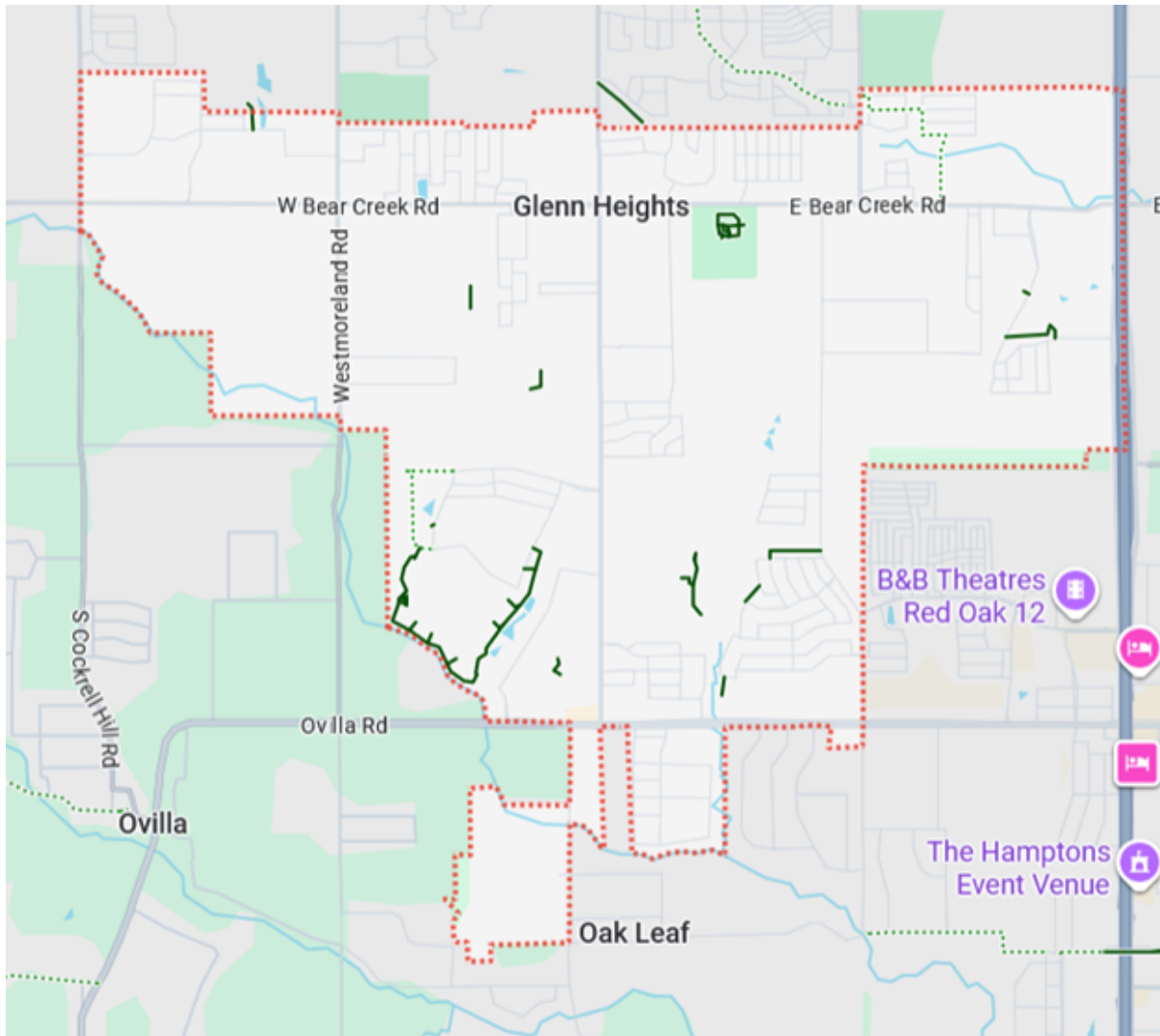


EXHIBIT 2
FORM OWNER CONTRACT

FORM PACE OWNER CONTRACT

THIS PROPERTY ASSESSED CLEAN ENERGY (“PACE”) OWNER CONTRACT including the attached exhibits (“**PACE Owner Contract**”) is made as of the _____ day of _____, _____ (“**Effective Date**”), by and between the City of Glenn Heights, Texas (“**Local Government**”), and _____ (“**Property Owner**”). Local Government and Property Owner are hereafter referred to collectively as “the parties” or individually as “party.”

RECITALS

A. The Property Assessed Clean Energy Act (“**PACE Act**”), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government’s jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of privately owned commercial, industrial, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand.

B. Local Government has established a program under the PACE Act pursuant to a resolution dated _____, adopted by the City of Glenn Heights (“**PACE Program**”), and has designated Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority as the representative of Local Government (“**Authorized Representative**”) authorized to enter into the written contracts with the owners of such property and the providers of such financing described herein, and has designated the entire territory within the jurisdictional boundaries of the City of Glenn Heights, Texas as a region (the “**Region**”) within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owner’s property pursuant to the PACE Program.

C. Property Owner is the sole legal and record owner of the qualified “real property,” as defined in Section 399.002 of the PACE Act, within the Region located at _____, _____, Texas _____ - _____ (the “**Property**”) (the Property being more particularly described in the Notice of Contractual Assessment Lien, attached hereto as Exhibit A).

D. Pursuant to Project Application Number _____, Property Owner has applied to Local Government to participate in the PACE Program by installing or modifying on the Property certain permanent improvements which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as “qualified improvements”, as defined in Section 399.002 of the PACE Act (“**Qualified Improvements**”). The installation or modification of such Qualified Improvements on the Property will be a

“qualified project” as defined in Section 399.002 of the PACE Act (the “**Project**”). Property Owner has requested that Local Government enter into this PACE Owner Contract pursuant to the PACE Act and the PACE Program and has requested Local Government to impose an assessment (the “**Assessment**”) on the Property as set forth in the Notice Of Contractual Assessment Lien Pursuant To Property Assessed Clean Energy Act to be filed in the real property records of the county in which the Property is located (the “**Notice of Contractual Assessment Lien**”), to repay the financing of such Qualified Improvements. A copy of the Notice of Contractual Assessment Lien is attached hereto as Exhibit A and made a part hereof. The Property, Qualified Improvements and Assessment are more fully described in the Notice of Contractual Assessment Lien.

E. Financing for the Project (“**Financing**”) shall be provided to Property Owner by _____ (“**Lender**”), a qualified lender selected by Property Owner, pursuant to a written contract executed by Lender and Local Government as required by Section 399.006(c) of the PACE Act (the “**PACE Lender Contract**”). The financing includes only those costs and fees for which an assessment may be imposed under Section 399.006(e) of the PACE Act. Local Government has agreed to maintain and continue the Assessment for the benefit of Lender until the Financing, all contractual interest due to Lender (“**Contractual Interest**”), any prepayment penalty, and any penalties, interest, fees, and costs due under or authorized by the PACE Act are paid in full and to release the Assessment upon notice from Lender of such payment, or to foreclose the lien securing the Assessment for the benefit of Lender upon notice from Lender of a default in payment by Property Owner.

F. As required by Section 399.010 of the PACE Act, Property Owner represents and warrants that it has notified the holder(s) of any mortgage lien on the Property at least thirty (30) days prior to the Effective Date of this PACE Owner Contract of Property Owner’s intention to participate in the PACE Program. The written consent of each mortgage holder to the Assessment was obtained on or prior to the Effective Date of this PACE Owner Contract and is attached hereto as Exhibit B and made a part hereof (“**Lender Consent(s)**”).

AGREEMENT

The parties agree as follows:

1. Imposition of Assessment. In consideration for the Financing advanced or to be advanced to Property Owner by Lender for the Project under the PACE Program pursuant to the PACE Lender Contract, Property Owner hereby requests and agrees to the imposition by Local Government of the Assessment in the principal amount of \$_____, as set forth in the Notice of Contractual Assessment Lien. In the event the actual total of costs and fees for which an assessment may be imposed under the PACE Act is different from the stated amount or any other term requires correction, Authorized Representative on behalf of Local Government, Property Owner, and Lender agree to execute an amended Owner Contract and Lender Contract, and thereafter Authorized Representative shall record an amended Notice of Contractual Assessment Lien. The Assessment includes the application and administration fees authorized by the PACE Program and Section 399.006(e) of the PACE Act. Property Owner promises and agrees to pay the Assessment, Contractual Interest thereon, any prepayment penalty, and all penalties,

interest, fees, attorney's fees, and costs due under or authorized by the PACE Act and the financing documents executed between Property Owner and Lender (the "**Financing Documents**") described in or copies of which are attached as Exhibit C attached hereto and made a part hereof by reference. Property Owner shall pay such amount in care of or as directed by Lender, in satisfaction of the Assessment imposed pursuant to this PACE Owner Contract and the PACE Act. Accordingly, Local Government hereby imposes the Assessment on the Property to pay the Financing of the Project, Contractual Interest, any prepayment penalty, and any penalties, interest, fees and costs due under or authorized by the PACE Act and the Financing Documents, in accordance with the requirements of the PACE Program and the provisions of the PACE Act.

2. Maintenance and Enforcement of Assessment. In consideration for Lender's agreement to advance Financing to Property Owner for the Project pursuant to the Financing Documents, Local Government agrees to maintain and continue the Assessment on the Property for the benefit of Lender until the Assessment, Contractual Interest, any prepayment penalty, and any penalties, interest, fees, attorney's fees, and costs, due under or authorized by the PACE Act, PACE Program, and the Financing Documents are paid in full, and to release the Assessment upon notice from Lender of such payment. Upon written request of Lender, and with the written consent of Property Owner, Authorized Representative on behalf of Local Government may execute a partial release of the assessment lien and record the partial release. Local Government agrees to enforce the assessment lien against the Property at the request of Lender in the event of a default in payment by Property Owner, in accordance with the provisions set forth in paragraph 5. Authorized Representative shall deliver an annual notice of assessment to Property Owner by firstclass mail or electronic mail each year until the Assessment is released. Any failure of Local Government or Authorized Representative to deliver an annual notice of assessment to Property Owner shall not affect the Assessment or Property's Owner's obligations under this PACE Owner Contract.

3. Installments. The Assessment and Contractual Interest thereon are due and payable to Lender in installments ("**Installments**"), according to the payment schedule set forth in the Financing Documents attached hereto as Exhibit C. The Assessment includes (1) an application fee paid by Property Owner to Authorized Representative at closing of the Financing, and (2) a recurring administration fee paid by Property Owner to Authorized Representative until the Assessment is released. The recurring administration fee amount shall be collected by Lender and paid to Authorized Representative not later than thirty (30) days after receipt by Lender, unless otherwise agreed to in writing by Authorized Representative.

(a) Notwithstanding the foregoing, in the event of a delinquency in the payment of any Installment, Lender shall, upon notice to Authorized Representative, withhold payment of any administration fee due to Authorized Representative in connection with such Installment until the Installment is paid. Property Owner agrees that any such temporary withholding shall not reduce the amount of the administration fees included in the Assessment or due to Authorized Representative. The amounts due to Authorized Representative are identified in Exhibit C hereto.

(b) If this is a US Department of Housing and Urban Development (“HUD”) assisted or a Federal Housing Administration (“FHA”) insured Project, then the Financing Documents shall provide for Installments to be escrowed in a manner acceptable to HUD or FHA lender and paid to Lender.

(c) When the Assessment, Contractual Interest, any prepayment penalty, and any penalties, interest, fees and costs due under or authorized by the PACE Act and the Financing Documents, have been paid in full, Local Government’s rights under this PACE Owner Contract shall cease and terminate, except for rights under Sections 18, 20, 21 and 22. Upon notice from Lender that all amounts due have been paid in full, Authorized Representative on behalf of Local Government, shall execute a release of the Assessment and this PACE Owner Contract and record the release. As required by Section 399.009(a)(8) of the PACE Act, the period during which such Installments are payable does not exceed the useful life of the Project.

4. Assignment of Right to Receive Installments or Require Enforcement of Lien. Property Owner acknowledges that Lender has the right, without the consent of Property Owner, to assign or transfer the right to receive the Installments or require Local Government to enforce the assessment lien in the event of a default in payment, together with all corresponding obligations, provided that all of the following conditions are met:

(a) The assignment or transfer is made to a qualified lender as defined in the PACE Lender Contract;

(b) Property Owner, Authorized Representative, the holder(s) of any mortgage lien on the Property, and HUD, if this is a HUD assisted or FHA insured Project are notified in writing of the assignment or transfer and the address to which payment of the future Installments should be mailed not less than 30 days before the next Installment is due according to the payment schedule included in the Financing Documents, and

(c) The assignee or transferee executes a written assumption agreement according to the Financing Documents of all of Lender’s rights and obligations under the PACE Lender Contract related to the receipt of the Installments or the enforcement of the assessment lien and provides a copy of such assumption to Property Owner and Authorized Representative not later than 10 days after execution of the agreement.

Lender may assign or transfer the right to receive the Installments or the right to require enforcement of the assessment lien separately. Upon written notice of an assignment or transfer that complies with all of the foregoing conditions, the assignor shall be released of all of the rights and obligations of the Lender under such PACE Lender Contract accruing after the effective date of the assignment that are specified in the assignment or transfer document, and all of such rights and obligations shall be assumed by and transferred to the assignee. Any attempt to assign or transfer the right to receive the Installments or require enforcement of the Assessment lien that does not comply with all of the foregoing conditions is void. Lender shall retain all of the rights and obligations of Lender under the PACE Lender Contract until such rights and obligations are assigned or transferred according to this section.

5. Lien Priority and Enforcement. Pursuant to Sections 399.014 and 399.015 of the PACE Act:

(a) Delinquent Installments shall incur penalties and interest on the principal of the Installment in the same manner and in the same amount as delinquent property taxes, pursuant to the statutes in effect at the time of default. Under current statutes, a delinquent Installment incurs a penalty of 6% of the principal amount of the Installment for the first calendar month it is delinquent plus 1% for each additional month or portion of a month the Installment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an Installment delinquent on July 1 incurs a total penalty of 12% of the principal amount of the delinquent Installment without regard to the number of months it has been delinquent. A delinquent Installment shall also accrue interest on the principal of the Installment at the rate of 1% for each month or portion of a month that the Installment remains unpaid. Subject to paragraph 16 below, penalties, interest, fees, and costs payable under this paragraph shall be retained by Local Government to compensate it for the cost of enforcing the Assessment. Additional interest at any default rate imposed by Lender pursuant to the Financing Documents, along with any other fees that become due pursuant to the Financing Documents, may be imposed and retained by Lender.

(b) The Assessment and any interest and penalties thereon,

(1) are a first and prior lien against the Property from the date on which the Notice of Contractual Assessment Lien is recorded in the real property records of the county in which the Property is located as provided by Section 399.013 of the PACE Act, until the Assessment, interest, and penalty is paid; and

(2) such lien has the same priority status as a lien for any other ad valorem tax, pursuant to Section 399.014(a)(2) of the PACE Act.

(c) Pursuant to Section 399.014(b) of the PACE Act, the lien created by the Assessment runs with the land, and any portion of the Assessment that has not yet become due shall not be eliminated by sale or transfer of the Property, or by foreclosure of (i) a property tax lien, or (ii) the lien for a delinquent Installment of the Assessment. Accordingly, Installments may not be accelerated in the event of default. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents shall be transferred to the succeeding owner without recourse to Lender, Local Government, or Authorized Representative.

(d) In the event of a default by Property Owner in payment of an Installment called for by the Financing Documents or the filing of a case under the U.S. Bankruptcy Code by or against Property Owner, the lien created by the Assessment shall be enforced by Local Government for the benefit of Lender, in the same manner according to Texas Tax Code Secs. 33.41 to 34.23 that a property tax lien against real property may be enforced by

a local government, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

(e) In a suit to collect a delinquent Installment of the Assessment, Local Government shall be entitled to recover costs and expenses, including attorney's fees in the amount of 15% of the total principal amount of the delinquent Installment, penalties, and interest due, in the same manner according to Texas Tax Code Sec. 33.48, as amended from time-to-time, as in a suit to collect a delinquent property tax. Lender shall be entitled to any additional sums due to it under the Financing Documents in connection with a suit to collect a delinquent Installment of the Assessment.

(f) As provided in Section 399.014(a-1) of the PACE Act, after the Notice of Contractual Assessment Lien is recorded in the real property records of the county in which the Property is located, the lien created by the Assessment may not be contested on the basis that the improvement is not a “qualified improvement” or the Project is not a “qualified project”, as such terms are defined in Section 399.002 of the PACE Act.

6. Written Contract Required by PACE Act. This PACE Owner Contract constitutes a written contract for the Assessment between Property Owner and Local Government as required by Section 399.005 of the PACE Act. The Notice of Contractual Assessment Lien shall be recorded in the real property records of the county in which the Property is located as public notice of the contractual Assessment, in accordance with the requirements of Section 399.013 of the PACE Act.

7. Qualified Improvements. Property Owner agrees and warrants that all improvements purchased, constructed, or installed through the Financing obtained pursuant to this PACE Owner Contract shall be permanently affixed to the Property and shall transfer with the Property to the transferee in the event of a sale or transfer of the Property. Property Owner agrees to provide to Authorized Representative within 30 days after the completion of the Project a verification by an Independent Third Party Reviewer (“ITPR”) that the Project was properly completed and is operating as intended. Property Owner agrees that Lender may retain the final advance of Financing until such verification is submitted or require Property Owner to pay liquidated damages for a failure to do so, according to paragraph 23 below.

8. Water or Energy Savings. For so long as the Assessment encumbers the Property, Property Owner agrees, on or before January 31st of each year, to report to Authorized Representative the water or energy savings realized through the Project in accordance with the reporting requirements established by Authorized Representative.

9. Construction and Definitions. This PACE Owner Contract is to be construed in accordance with and with reference to the PACE Program and PACE Act. Terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the PACE Program or the PACE Act.

10. Binding Effect. This PACE Owner Contract is binding upon and inures to the benefit of the parties hereto and their respective heirs, representatives, agents, successors, and assigns.

11. Notices. Unless otherwise specifically provided herein, all notices and other communications required or permitted by this PACE Owner Contract shall be in writing and delivered by first-class mail or by electronic mail with written confirmation of receipt, addressed to the other party at the address stated below the signature of such party or at such other address as such party may from time to time designate in writing to the other party, and shall be effective from the date of receipt.

12. Governing Law and Venue. This PACE Owner Contract shall in all respects be governed by and construed in accordance with the laws of the State of Texas without regard to Texas' choice of law provisions. Venue for any disputes or suits between the parties arising from or related to this PACE Owner Contract shall be in a state court located in the Region, and the parties consent to the personal and subject matter jurisdiction of such state court.

13. Entire Agreement. This PACE Owner Contract, including its exhibits, constitutes the entire agreement between Local Government and Property Owner with respect to the subject matter hereof and may not be amended or altered in any manner except by a document in writing executed by both parties. If this is a HUD assisted or FHA insured Project, then HUD or FHA must also consent in writing to any amendment or alteration of this PACE Owner Contract, for as long as the Project remains HUD assisted or FHA insured.

14. Captions. Paragraph and section titles are for convenience of reference only and shall not be of any legal effect.

15. Counterparts. This PACE Owner Contract may be executed in any number of counterparts, and each counterpart may be delivered on paper or by electronic transmission, all of which when taken together shall constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

16. Interest. Interest and penalties in the event of default, as provided above, are explicitly authorized by Section 399.014(d) of the PACE Act. However, in no event will the total amount of interest on the Assessment, including statutory interest payable to Local Government and Contractual Interest payable to Lender under the Financing Documents, exceed the maximum amount or rate of nonusurious interest that may be contracted for, charged, or collected under Texas law ("**Usury Limit**"). If the total amount of interest payable to Local Government and Contractual Interest payable to Lender exceeds the Usury Limit, the interest payable to Local Government shall be reduced and any interest in excess of the Usury Limit shall be credited to the amount payable to Local Government or refunded. This provision overrides any conflicting provisions in this PACE Owner Contract.

17. Costs. No provision of this PACE Owner Contract shall require Local Government to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

18. Inspection and Audits. Local Government's representatives may perform, or have performed, (a) audits of Property Owner's documents, books and records, and (b) inspections of all places where Qualified Improvements are undertaken in connection with this PACE Owner Contract. Property Owner shall keep its documents, books and records available for this purpose for at least three (3) years after this PACE Owner Contract terminates. This provision does not affect the applicable statute of limitations.

19. Further Assurances. Property Owner further covenants and agrees to do, execute and deliver, or cause to be done, executed, and delivered all such further acts for implementing the intention of this PACE Owner Contract as may be reasonably necessary or required.

20. Release. PROPERTY OWNER AGREES TO AND SHALL RELEASE THE LOCAL GOVERNMENT, ITS AUTHORIZED REPRESENTATIVES, AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "RELEASED PERSONS") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS PACE OWNER CONTRACT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE RELEASED PERSON'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE RELEASED PERSON'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, AND EVEN IF THE INJURY, DEATH, DAMAGE OR LOSS IS CAUSED BY THE RELEASED PERSON'S WRONGFUL ACTION OR INACTION.

21. Indemnification. TO THE MAXIMUM EXTENT ALLOWED BY LAW, PROPERTY OWNER SHALL INDEMNIFY AND HOLD LOCAL GOVERNMENT, ITS AUTHORIZED REPRESENTATIVES, AND THEIR RESPECTIVE AFFILIATES, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (EACH SUCH PERSON HEREIN REFERRED TO AS AN "INDEMNITEE") ABSOLUTELY HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, OBLIGATIONS OR RELATED EXPENSES INCURRED BY OR IMPOSED UPON OR ALLEGED TO BE DUE OF INDEMNITEE IN CONNECTION WITH THE EXECUTION OR DELIVERY OF THIS PACE OWNER CONTRACT, THE NOTICE OF CONTRACTUAL ASSESSMENT LIEN, THE FINANCING DOCUMENTS, AND ANY OTHER DOCUMENT OR ANY OTHER AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY OR THEREBY, THE PERFORMANCE BY THE PARTIES HERETO OF THEIR RESPECTIVE OBLIGATIONS HEREUNDER OR THEREUNDER, THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, OR, IN THE CASE OF ANY INDEMNITEE, THE ADMINISTRATION OF THIS PACE OWNER CONTRACT AND ANY OTHER AGREEMENTS RELATED TO THE PROJECT. However, If HUD later acquires title to all or any portion of Property pursuant to a foreclosure, deed in lieu of foreclosure, or otherwise, then notwithstanding anything in this PACE Owner Contract to the contrary, HUD shall not be obligated to indemnify any Indemnatee or entity or be liable for, or to carry out, any indemnity.

22. No Personal Liability. Pursuant to Section 399.019 of the PACE Act, the Property Owner acknowledges that the members of the governing body and employees of the Local

Government, and board members, executives, employees, and contractors of the Authorized Representative are not personally liable as a result of exercising any rights or responsibilities under the PACE Program or any agreement in furtherance of the PACE Program.

23. Construction Terms. The Financing Documents executed by Lender and Property Owner must include a requirement that Lender shall withhold _____% of the Financing until verification that the Project was properly completed and is operating as intended is provided to Authorized Representative by an ITPR or Property Owner shall pay liquidated damages to Lender of \$_____ per day for every day after 30 days following completion of the Project that such verification of completion is not provided. If verification of completion is not provided by Property Owner within 30 days after completion of the Project, such verification shall be submitted by Lender. If the PACE Lender Contract includes requirements related to the construction of the Project and disbursement of Financing, such requirements are set forth in Exhibit D attached hereto and incorporated herein by reference. Such requirements may include, among other things, (1) the disbursement schedule and (2) any holdback amount to be funded following verification of final Project completion.

PROPERTY OWNER:

By:_____

Name:

Title:

Address:

Email Address: _____

ACKNOWLEDGEMENT

STATE OF _____ §

COUNTY OF _____ §

This PACE Owner Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, _____ by _____, _____, on behalf of _____.

_____ (print name)

NOTARY PUBLIC, STATE OF _____

LOCAL GOVERNMENT:

CITY OF GLENN HEIGHTS

By: TEXAS PROPERTY ASSESSED CLEAN ENERGY AUTHORITY
dba TEXAS PACE AUTHORITY AUTHORIZED REPRESENTATIVE
Pursuant to Tex. Local Gov't Code §399.006(b)

By: _____

Name: WILLIAM EARL TAYLOR

Title: CHIEF EXECUTIVE OFFICER (CEO)

Address: PO BOX 200368
AUSTIN, TX 78720-0368

Email Address: admin@texaspaceauthority.org

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This PACE Owner Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, 20__ by William Earl Taylor, Chief Executive Officer, Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority, a Texas nonprofit corporation, on behalf of said corporation and as Authorized Representative for the Local Government.

(print name)

NOTARY PUBLIC, STATE OF TEXAS

PACE OWNER CONTRACT EXHIBIT A

NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO
PROPERTY ASSESSED CLEAN ENERGY ACT

PACE OWNER CONTRACT EXHIBIT B

LENDER CONSENT(S)

PACE OWNER CONTRACT EXHIBIT C

FINANCING DOCUMENTS

Assessment Payment Schedule

Assessment Total:

Payment Frequency:

[illegible]

PACE OWNER CONTRACT EXHIBIT D

Financing Documents

Document Title	Parties	Date Executed

CONSTRUCTION TERMS

Retainage or Liquidated Damages:

Lender shall retain _____% of the Financing until a report of completion by a qualified Independent Third Party Reviewer (“ITPR”) is provided to Authorized Representative.

OR

Property Owner shall pay liquidated damages to Lender of \$_____ per day for every day after 30 days following completion of the Project that such a report of completion is not provided. Lender shall then provide the report of completion to Authorized Representative.

Additional Construction Terms

Date	Draw down Amount	Purpose

PACE OWNER CONTRACT EXHIBIT E

EXHIBIT 3

FORM LENDER CONTRACT

FORM PACE LENDER CONTRACT

THIS PROPERTY ASSESSED CLEAN ENERGY (“PACE”) LENDER CONTRACT including the attached exhibit (“**PACE Lender Contract**”) is made as of the _____ day of _____, _____, (“**Effective Date**”) by and between the City of Glenn Heights, Texas (“**Local Government**”) and _____ (“**Lender**”). Local Government and Lender are hereafter referred to collectively as “the parties” or individually as “party.”

RECITALS

A. The Property Assessed Clean Energy Act (“**PACE Act**”), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government’s jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of privately owned commercial, industrial, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand.

B. Local Government has established a program under the PACE Act pursuant to a resolution dated _____, adopted by the City of Glenn Heights (“**PACE Program**”), and has designated Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority as the representative of Local Government (“**Authorized Representative**”) authorized to enter into the written contracts with the owners of such property and the providers of such financing described herein, and has designated the entire territory within the jurisdictional boundaries of the City of Glenn Heights, Texas as a region (the “**Region**”) within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owner’s property pursuant to the PACE Program.

C. Pursuant to Project Application Number _____, _____ (“**Property Owner**”), the sole legal and record owner of the following qualified “real property,” as defined in Section 399.002 of the PACE Act, within the Region has applied to Local Government to participate in the PACE Program with respect to certain real property located at _____, _____, Texas, _____ - _____ (the “**Property**”) (the Property being more particularly described in the Notice of Contractual Assessment Lien, attached hereto as Exhibit A to the PACE Owner Contract which appears below as Exhibit A to this PACE Lender Contract) by installing or modifying on the Property certain permanent improvements which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as “qualified improvements”, as defined in Section 399.002 of the PACE Act (“**Qualified Improvements**”). The installation or modification of such Qualified Improvements on the Property will be a “qualified project” as defined in Section 399.002 of the PACE Act (the “**Project**”).

D. Property Owner and Local Government have entered into a written contract as required by Section 399.005 of the PACE Act, a copy of which is attached hereto as Exhibit A and made a part hereof (the “**PACE Owner Contract**”), in which Property Owner has requested that Local Government impose an assessment (the “**Assessment**”) on the Property as set forth in the Notice Of Contractual Assessment Lien Pursuant To Property Assessed Clean Energy Act to be filed in the real property records of the county in which the Property is located (the “**Notice of Contractual Assessment Lien**”), to repay the financing of such Qualified Improvements. A copy of the Notice of Contractual Assessment Lien is attached as Exhibit A to the PACE Owner Contract which appears below as Exhibit A to this PACE Lender Contract and made a part hereof. The Property, Qualified Improvements, and Assessment are more fully described in the Notice of Contractual Assessment Lien.

E. Financing for the Project (“**Financing**”) shall be provided to Property Owner by Lender in accordance with financing documents which are described in or copies of which are attached as Exhibit C to the PACE Owner Contract attached hereto as Exhibit A and made a part hereof (“**Financing Documents**”). Such Financing includes only those costs and fees for which an assessment may be imposed under Section 399.006(e) of the PACE Act. This PACE Lender Contract is entered into between Local Government and Lender as required by Section 399.006(c) of the PACE Act to provide for repayment of the Financing secured by the Assessment.

F. As required by Section 399.010 of the PACE Act, Property Owner has notified the holder(s) of any mortgage lien on the Property at least thirty (30) days prior to the effective date of the PACE Owner Contract of Property Owner’s intention to participate in the PACE Program. The written consent of each mortgage lien holder to the Assessment was obtained on or prior to the effective date of the PACE Owner Contract, as shown by the copy of such consent(s) attached as Exhibit B to the PACE Owner Contract which appears below as Exhibit A to this PACE Lender Contract (“**Lender Consent(s)**”).

AGREEMENT

The parties agree as follows:

1. Maintenance and Enforcement of Assessment. Lender agrees to provide Financing for the Project in the total principal amount of \$_____, according to the terms set out in the Financing Documents attached hereto as Exhibit C to the PACE Owner Contract attached as Exhibit A. In the event the actual total of costs and fees for which an assessment may be imposed under the PACE Act is different from the stated amount or any other term requires correction, Authorized Representative on behalf of Local Government, Property Owner, and Lender agree to execute an amended Owner Contract and Lender Contract, and thereafter Authorized Representative shall record an amended Notice of Contractual Assessment Lien. In consideration for the Financing provided or to be provided by Lender for the Project, and subject to the terms and conditions of this PACE Lender Contract, Local Government agrees to maintain and continue the Assessment for the benefit of Lender until the Assessment, all contractual interest due to Lender according to the Financing Documents (“**Contractual Interest**”), any prepayment penalty, and

any penalties, interest, fees, attorney's fees, and costs due under or authorized by the PACE Act and the Financing Documents are paid in full, and to release the Assessment upon notice from Lender of such payment in full. Local Government shall not release, sell, assign or transfer the Assessment or the lien securing it without the prior written consent of Lender. Upon written request of Lender, and with the written consent of Property Owner, Authorized Representative on behalf of Local Government may execute a partial release of the assessment lien and record the partial release. Local Government agrees to enforce the assessment lien against the Property at the request of Lender in the event of a default in payment by Property Owner in accordance with the provisions set forth in paragraph 6 below. Local Government shall have no obligation to repurchase the Assessment and no liability to Lender should there be a default in the payment thereof or should there be any other loss or expense suffered by Lender or under any other circumstances.

2. Installments. The Assessment and Contractual Interest thereon are due and payable to Lender in installments ("**Installments**") according to the payment schedule set forth in the Financing Documents attached hereto as Exhibit C to the PACE Owner Contract attached as Exhibit A. The Assessment includes (1) an application fee paid by Property Owner to Authorized Representative at closing of the Financing and (2) a recurring administration fee paid by Property Owner to Authorized Representative until the Assessment is released. The recurring administration fee amount shall be collected by Lender and paid to Authorized Representative not later than thirty (30) days after receipt by Lender, unless otherwise agreed to in writing by Authorized Representative. Notwithstanding the foregoing, in the event of delinquency in the payment of any Installment, Lender shall, upon notice to Authorized Representative, withhold payment of any amounts due to Authorized Representative in connection with such Installment until the Installment is paid. Lender agrees that any such temporary withholding shall not reduce the amount of administration fees included in the Assessment or due to Authorized Representative. The amounts due to Authorized Representative are identified in Exhibit C to the PACE Owner Contract attached hereto as Exhibit A. As required by Section 399.009(a)(8) of the PACE Act, the period during which such Installments are payable does not exceed the useful life of the Project.

3. Assignment of Right to Receive Installments or Require Enforcement of Lien. Lender has the right, without the consent of Property Owner, to assign or transfer the right to receive the Installments or require Local Government to enforce the assessment lien in the event of a default in payment, together with the corresponding obligations, provided that all of the following conditions are met:

(a) The assignment or transfer is made to a qualified lender, which may be one of the following:

(1) Any federally insured depository institution such as a bank, savings bank, savings and loan association and federal or state credit union;

(2) Any insurance company authorized to conduct business in one or more states;

(3) Any registered investment company, registered business development company, or a Small Business Administration small business investment company;

(4) Any publicly traded entity; or

(5) Any private entity that:

(i) Has a minimum net worth of \$5 million;

(ii) Has at least three years' experience in business or industrial lending or commercial real estate lending (including multifamily lending), or has a lending officer that has at least three years' experience in business or industrial lending or commercial real estate lending;

(iii) Can provide independent certification as to availability of funds; and

(iv) Has the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts.

(6) A financially stable entity, whether or not from the list above, with the ability to carry out, either directly or through a servicer, the obligations of this PACE Lender Contract related to the receipt and accounting of the Installments or the enforcement of the assessment lien.

(b) Lender shall notify Property Owner and Authorized Representative in writing of the assignment or transfer and the address to which payment of the future Installments should be mailed not less than 30 days before the next Installment is due according to the payment schedule included in the Financing Documents. The Lender shall also notify the holder(s) of any mortgage lien at the mailing address in the Lender Consent(s), or a subsequent address provided by any mortgage lien holder and, if this is a US Department of Housing and Urban Development (“**HUD**”) assisted or a Federal Housing Administration (“**FHA**”) insured Project, at the address below or a subsequent address provided by HUD.

US Department of Housing and Urban Development
Fort Worth Regional Office
307 W. 7th St., Suite 1000 Fort
Worth, Texas 76102

(c) The assignee or transferee shall execute a written assumption agreement according to the Financing Documents of all of Lender's rights and obligations under this PACE Lender Contract related to the receipt of the Installments or enforcement of the

assessment lien and provide a copy of such assumption to Property Owner and Authorized Representative not later than 10 days after execution of the agreement. Lender may assign or transfer the right to receive the Installments or the right to require enforcement of the assessment lien separately.

Upon written notice of an assignment or transfer that complies with all of the foregoing conditions, the assignor shall be released of all of the rights and obligations of the Lender under this PACE Lender Contract accruing after the effective date of the assignment that are specified in the assignment or transfer document, and all of such rights and obligations shall be assumed by and transferred to the assignee. Any attempt to assign or transfer the right to receive the Installments or to require enforcement of the assessment lien that does not comply with all of the foregoing conditions is void. Lender shall retain all of the rights and obligations of Lender under this PACE Lender Contract until such rights and obligations are assigned or transferred according to this section.

4. Financing Responsibility. Lender assumes full responsibility for determining the financial ability of the Property Owner to repay the Financing, advancing the funds as set forth in the Financing Documents and performing Lender's obligations and responsibilities thereunder. In the event the assessment lien on the Property is enforced by foreclosure as provided below, Lender shall have no further obligations to Property Owner with respect to the Installments that were the subject of the foreclosure, but Lender shall retain the rights to enforcement of the lien for any Installments that are not eliminated by the foreclosure, and the succeeding owner of the Property shall be subject to such lien.

5. Lien Priority and Enforcement. As provided in the PACE Owner Contract and Sections 399.014 and 399.015 of the PACE Act:

(a) Delinquent Installments shall incur penalties and interest on the principal of the Installment in the same manner and in the same amount as delinquent property taxes, pursuant to the statutes in effect at the time of default. Under the current statutes a delinquent Installment incurs a penalty of 6% of the principal amount of the Installment for the first calendar month it is delinquent plus 1% for each additional month or portion of a month the Installment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an Installment delinquent on July 1 incurs a total penalty of 12% of the principal amount of the delinquent Installment without regard to the number of months it has been delinquent. A delinquent Installment shall also accrue interest on the principal of the Installment at the rate of 1% for each month or portion of a month that the Installment remains unpaid. Subject to paragraph 17 below, penalties, interest, fees, and costs payable under this paragraph shall be retained by Local Government to compensate it for the cost of enforcing the Assessment. Additional interest at any default rate imposed by Lender pursuant to the Financing Documents, along with any other fees and charges that become due pursuant to the Financing Documents may be imposed and retained by Lender.

(b) The Assessment and any interest and penalties thereon,

(1) are a first and prior lien against the Property from the date on which the Notice of Contractual Assessment Lien is recorded in the real property records of the county in which the Property is located, as provided by Section 399.013 of the PACE Act, until the Assessment, interest, and penalty is paid; and

(2) such lien has the same priority status as a lien for any other ad valorem tax, pursuant to Section 399.014(a)(2) of the PACE Act.

(c) Pursuant to Section 399.014(b) of the PACE Act, the lien created by the Assessment runs with the land, and any portion of the Assessment that has not yet become due shall not be eliminated by foreclosure of (i) a property tax lien, or (ii) the lien for a delinquent Installment of the Assessment. Accordingly, Installments may not be accelerated in the event of default. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents shall be transferred to the succeeding owner without recourse to Lender, Local Government or Authorized Representative.

(d) In the event of a default by Property Owner in payment of an Installment called for by the Financing Documents or the filing of a case under the U.S. Bankruptcy Code by or against Property Owner, the lien created by the Assessment shall be enforced by Local Government for the benefit of Lender according to paragraph 6(c) below in the same manner according to Texas Tax Code Secs. 33.41 to 34.23 that a property tax lien against real property may be enforced by a local government, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

(e) In a suit to collect a delinquent Installment of the Assessment, Local Government shall be entitled to recover costs and expenses, including attorney's fees in the amount of 15% of the total principal amount of the delinquent Installment, penalties, and interest due, in the same manner according to Texas Tax Code Sec. 33.48 as in a suit to collect a delinquent property tax. Lender shall be entitled to any additional sums due to it under the Financing Documents in connection with a suit to collect a delinquent Installment of the Assessment.

(f) As provided in Section 399.014(a-1) of the PACE Act, after written notice of the Assessment is recorded in the real property records of the county in which the Property is located, the lien created by the Assessment may not be contested on the basis that the improvement is not a "qualified improvement" or the Project is not a "qualified project", as such terms are defined in Section 399.002 of the PACE Act.

6. Servicing and Enforcement of Assessment.

(a) Servicing. The Installments and other amounts due under the Financing Documents shall be billed, collected, received, and disbursed in accordance with the procedures set out in the Financing Documents. Lender or its designee shall be responsible for all servicing duties other than those specifically undertaken by Local Government in this PACE Lender Contract. If this is a HUD assisted or FHA insured Project, then the

Financing Documents (i) shall provide for Installments to be escrowed in a manner acceptable to HUD or FHA lender and paid to Lender, and (ii) not make Installments more frequent than semi-annually. Authorized Representative shall deliver an annual notice of assessment to Property Owner by first-class mail or electronic mail each year until the Assessment is released. Any failure of Local Government or Authorized Representative to deliver an annual notice of assessment to Property Owner shall not affect the Assessment or Property Owner's obligations under the PACE Owner Contract.

(b) Remittances. Each of the parties covenants and agrees to promptly remit to the other party any payments incorrectly received by such party with respect to the Assessment after the execution of this PACE Lender Contract.

(c) Default and Enforcement. In the event of a default in payment of any Installment according to the Financing Documents, Lender agrees to take at least the following steps to collect the delinquent Installment:

(1) Mail a written notice of delinquency and demand for payment to the Property Owner by both certified mail, return receipt requested, and first-class mail. Lender shall mail a copy of the first notice of delinquency to the holder(s) of any mortgage lien on the Property, to HUD if this is a HUD assisted or FHA insured Project; and to Freddie Mac if the lien is held by Freddie Mac.

(2) Mail a second notice of delinquency and demand for payment to the Property Owner by both certified mail, return receipt requested, and first-class mail at least 30 days after the date of the first notice if the delinquency is continuing; and Lender shall also mail a copy of the second notice of delinquency to the holder(s) of any mortgage lien on the Property, to HUD if this is a HUD assisted or FHA insured Project, and to Freddie Mac if the lien is held by Freddie Mac.

The holder(s) of any mortgage lien on the Property, HUD, if this is a HUD assisted or FHA insured Project, and Freddie Mac if the mortgage lien is held by Freddie Mac, shall have not less than a 60-day notice and right to cure the delinquency by paying the amount of the delinquent Installment.

If Property Owner or other parties with the right to cure under this contract fails to cure the delinquency on or before the 30th day after the mailing of the second notice of delinquency, Lender or its designee may notify Authorized Representative in writing of a default in payment by Property Owner. Upon receipt of such notice and after doing its own due diligence, Authorized Representative shall certify the default to Local Government, which shall then enforce the assessment lien for the benefit of Lender pursuant to Sec. 399.014(c) of the PACE Act, in the same manner as a property tax lien against real property may be enforced, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution. However, if a case under the U.S. Bankruptcy Code is filed by or against Property Owner or if the enforcement of the assessment lien is prevented by the order of a court, Local Government shall notify Authorized Representative and shall file a proof of claim for the balance of the Assessment, accrued interest and penalties, and all costs and expenses, including attorney's fees, as authorized by Section 399.014 of the PACE Act. Authorized Representative shall notify Lender of the filing of the proof of claim. Lender shall not

be required to mail a notice of delinquency to Property Owner or a notice of default to Local Government. Lender shall reimburse Local Government for any costs and expenses, including attorney's fees, required to file and present the claim.

(d) Priority. Pursuant to Sec. 399.014(a)(2) of the PACE Act, if the assessment lien is enforced by foreclosure or collected through a bankruptcy or similar proceeding, the delinquent Installment(s) and any interest, costs, and penalties on them shall have the same priority status as a secured claim for any other ad valorem tax. The parties understand that the assessment lien is a statutory tax lien under Sec. 399.014 of the PACE Act.

(e) Final Payment and Release. When the Assessment, Contractual Interest, any prepayment penalty, and any penalties, interest, fees, attorney fees, and costs due under or authorized by the PACE Act or the Financing Documents have been paid in full, Local Government's rights under the PACE Owner Contract shall cease and terminate. Upon notice from Lender that all amounts due have been paid in full, Authorized Representative on behalf of Local Government, shall execute a release of the Assessment and the PACE Owner Contract and record the release.

(f) Limitations on Local Government's Actions. Local Government shall not enter into any amendment or modification of or deviation from the PACE Owner Contract without the prior written consent of Lender. Local Government or Authorized Representative shall not institute any legal action with respect to the PACE Owner Contract, the Assessment, or the assessment lien without the prior written request of Lender.

(g) Limitations of Local Government's Obligations. Local Government undertakes to perform only such duties as are specifically set forth in this PACE Lender Contract, and no implied duties on the part of Local Government are to be read into this PACE Lender Contract. Local Government shall not be deemed to have a fiduciary or other similar relationship with Lender. Local Government may request written instructions for action from Lender and refrain from taking action until it receives satisfactory written instructions. Local Government shall have no liability to any person for following such instructions, regardless of whether they are to act or refrain from acting.

(h) Costs. No provisions of this PACE Lender Contract shall require Local Government to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

7. Lender's Warranties and Representations. With respect to this PACE Lender Contract, Lender hereby warrants and represents that on the Effective Date of this PACE Lender Contract:

(a) Lender is a qualified lender under the PACE Program, as defined in paragraph 3(a) above, and is fully qualified under the PACE Program to enter into this PACE Lender Contract and the Financing Documents;

(b) Lender has independently and without reliance upon Local Government conducted its own credit evaluation, reviewed such information as it has deemed adequate and appropriate, and made its own analysis of the PACE Owner Contract, the Project, and Property Owner's financial ability to perform the financial obligations set out in the Financing Documents; and

(c) Lender has not relied upon any investigation or analysis conducted by, advice or communication from, or any warranty or representation by Local Government, Authorized Representative, or any agent or employee of Local Government or Authorized Representative, express or implied, concerning the financial condition of the Property Owner or the tax or economic benefits of an investment in the Assessment.

8. Written Contract Required by the PACE Act. This PACE Lender Contract constitutes a written contract between Local Government and Lender, as required under Section 399.006(c) of the PACE Act.

9. Construction and Definitions. This PACE Lender Contract is to be construed in accordance with and with reference to the PACE Program and PACE Act. Terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the PACE Program, or the PACE Act.

10. Binding Effect. This PACE Lender Contract is binding upon and inures to the benefit of the parties hereto and their respective representatives, agents, successors, and assigns.

11. Notices. Unless otherwise specifically provided herein, all notices and other communications required or permitted hereunder shall be in writing and delivered by first-class mail or by electronic mail with written confirmation of receipt, addressed to the other party at the address stated below the signature of such party or at such other address as such party may from time to time designate in writing to the other party, and shall be effective from the date of receipt.

12. Governing Law and Venue. This PACE Lender Contract shall in all respects be governed by and construed in accordance with the laws of the State of Texas without regard to Texas' choice of law provisions. Venue for any disputes or suits between the parties arising from or related to this PACE Lender Contract shall be in a state court located in the Region, and the parties consent to the personal and subject matter jurisdiction of such state court.

13. Entire Agreement. This PACE Lender Contract, including its exhibit, constitutes the entire agreement between Local Government and Lender with respect to the subject matter hereof and shall not be amended or altered in any manner except by a document in writing executed by both parties. If this is a HUD assisted or FHA insured Project, then HUD or FHA must also consent in writing to any amendment or alteration of this PACE Lender Contract, for as long as the Project remains HUD assisted or FHA insured.

14. Further Assurances. Lender further covenants and agrees to do, execute and deliver, or cause to be done, executed, and delivered all such further acts for implementing the intention of this PACE Lender Contract as may be reasonably necessary or required.

15. Captions. Paragraph and section titles are for convenience of reference only and shall not be of any legal effect.

16. Counterparts. This PACE Lender Contract may be executed in any number of counterparts, and each counterpart may be delivered on paper or by electronic transmission, all of which when taken together shall constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

17. Interest. Interest and penalties in the event of default, as provided above, are explicitly authorized by Section 399.014(d) of the PACE Act. However, in no event will the total amount of interest on the Assessment, including statutory interest payable to Local Government and Contractual Interest payable to Lender under the Financing Documents, exceed the maximum amount or rate of nonusurious interest that may be contracted for, charged, or collected under Texas law (the “**Usury Limit**”). If the total amount of interest payable to Local Government and Contractual Interest payable to Lender exceeds the Usury Limit, interest payable to Local Government shall be reduced and any interest in excess of the Usury Limit shall be credited to the amount payable to Local Government or refunded. This provision overrides any conflicting provisions in this PACE Lender Contract.

18. Certification. Local Government certifies that the PACE Program has been duly adopted and is in full force and effect on the Effective Date of this PACE Lender Contract. Property Owner has represented to Lender and Local Government that the Project is a “qualified project” as defined in the PACE Program and Section 399.002 of the PACE Act. The Assessment has been imposed on the Property as a lien in accordance with the PACE Owner Contract and the PACE Act. Local Government has not assigned or transferred any interest in the Assessment or the PACE Owner Contract.

19. Inspection and Audits. Local Government’s representatives may perform, or have performed, audits of Lender’s documents, books and records. Lender shall keep its documents, books and records available for this purpose for at least three (3) years after this PACE Lender Contract terminates. This provision does not affect the applicable statute of limitations.

20. No Personal Liability. Pursuant to Section 399.019 of the PACE Act, the Lender acknowledges that the members of the governing body and employees of the Local Government, and board members, executives, employees, and contractors of the Authorized Representative are not personally liable as a result of exercising any rights or responsibilities under the PACE Program or any agreement in furtherance of the PACE Program.

21. Construction Terms. The Financing Documents executed by Lender and Property Owner must include a requirement that Lender shall withhold _____% of the Financing until verification is provided to Authorized Representative by an Independent Third Party Reviewer (“ITPR”) that the Project was properly completed and is operating as intended, or Property Owner

shall pay liquidated damages to Lender of \$_____ per day for every day after 30 days following completion of the Project that such verification of completion is not provided. If verification of completion is not provided by Property Owner on or before the 30th day after completion of the Project, such verification shall be submitted by Lender. If this PACE Lender Contract includes any additional requirements related to construction of the Project and disbursement of Financing, such requirements are set forth in Exhibit D of the PACE Owner Contract attached hereto as Exhibit A and incorporated herein by reference. Such requirements may include, among other things, (1) the disbursement schedule and (2) any holdback amount to be funded following verification of final Project completion.

LENDER:

By: _____

Name:

Title:

Address:

Email Address: _____

ACKNOWLEDGEMENT

STATE OF _____ §

COUNTY OF _____ §

This PACE Lender Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, _____ by _____, _____, on behalf of _____.

_____ (print name)

NOTARY PUBLIC, STATE OF _____

LOCAL GOVERNMENT:

CITY OF GLENN HEIGHTS

By: TEXAS PROPERTY ASSESSED CLEAN ENERGY AUTHORITY
dba TEXAS PACE AUTHORITY
AUTHORIZED REPRESENTATIVE
Pursuant to Tex. Local Gov't Code §399.006(b)

By: _____

Name: WILLIAM EARL TAYLOR

Title: CHIEF EXECUTIVE OFFICER (CEO)

Address: PO BOX 200368
AUSTIN, TX 78720-0368

Email Address: admin@texaspaceauthority.org

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This PACE Lender Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, 20__ by William Earl Taylor, Chief Executive Officer, Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority, a Texas nonprofit corporation, on behalf of said corporation and as Authorized Representative for the Local Government.

(print name)

NOTARY PUBLIC, STATE OF TEXAS

SIGNATURE PAGE TO PACE LENDER CONTRACT [2 OF 2]

PACE LENDER CONTRACT EXHIBIT A

PACE OWNER CONTRACT

EXHIBIT 4

**FORM NOTICE OF CONTRACTUAL ASSESSMENT LIEN PURSUANT TO
PROPERTY ASSESSED CLEAN ENERGY ACT**

**FORM NOTICE OF CONTRACTUAL ASSESSMENT LIEN PURSUANT TO
PROPERTY ASSESSED CLEAN ENERGY ACT**

STATE OF TEXAS §
 §
COUNTY OF _____ §

RECITALS

A. The Property Assessed Clean Energy Act (“**PACE Act**”), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government’s jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of privately owned commercial, industrial, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand. Unless otherwise expressly provided herein, all terms used herein have the same meanings ascribed to them in the PACE Act.

B. The City of Glenn Heights, Texas (“**Local Government**”) has established a program under the PACE Act pursuant to a resolution dated _____, adopted by the City of Glenn Heights (“**PACE Program**”), and has designated Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority, as the representative of Local Government (“**Authorized Representative**”) authorized to enter into the written contracts with the owners of such property and the providers of such financing described herein, and has designated the entire territory within the jurisdictional boundaries of the City of Glenn Heights, Texas as a region (the “**Region**”) within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owner’s property pursuant to the PACE Program.

C. _____ (“**Property Owner**”) is the sole legal and record owner of the qualified “real property,” as defined in Section 399.002 of the PACE Act, within the Region located at _____, _____, Texas _____ - _____ and more fully described in Exhibit A attached hereto and made a part hereof (the “**Property**”).

D. Property Owner has applied to Local Government to participate in the PACE Program by installing or modifying on the Property certain permanent improvements described in Exhibit B attached hereto and made a part hereof, which are intended to decrease water or energy consumption or demand and which are or will be fixed to the Property as “qualified improvements”, as defined in Section 399.002 of the PACE Act (“**Qualified Improvements**”). The installation or modification of such Qualified Improvements on the Property will be a “qualified project” as defined in Section 399.002 of the PACE Act (the “**Project**”). Property Owner has entered into a written contract (the “**PACE Owner Contract**”) with Local Government

pursuant to the PACE Act and the PACE Program and has requested Local Government to impose an assessment on the Property to repay the financing of such Qualified Improvements.

E. The financing of such Qualified Improvements shall be provided to Property Owner by _____ (“**Lender**”), a qualified lender selected by Property Owner, pursuant to a written contract executed by Lender and Local Government as required by the PACE Program and Section 399.006(c) of the PACE Act (the “**PACE Lender Contract**”). Lender shall be responsible for all servicing duties other than those specifically undertaken by Local Government in the PACE Lender Contract.

THEREFORE, Local Government hereby gives notice to the public pursuant to Section 399.013 of the PACE Act that it has imposed an assessment on the Property in the principal amount of \$_____ (the “**Assessment**”). The Assessment includes only those costs and fees for which an assessment may be imposed under Section 399.006(e) of the PACE Act. In the event that the actual total of costs and fees for which an assessment may be imposed is different from the amount stated or any other term requires correction, Authorized Representative on behalf of Local Government, Property Owner, and Lender agree to execute an amended Owner Contract and Lender Contract, and thereafter Authorized Representative shall record an amended Notice of Contractual Assessment Lien.

The Assessment and contractual interest thereon due to the Lender (“**Contractual Interest**”) are due and payable in installments (“**Installments**”) in accordance with the terms and payment schedule included in the financing documents executed between Property Owner and Lender that are described in or copies of which are attached hereto as Exhibit C (the “**Financing Documents**”).

Pursuant to Section 399.014 of the PACE Act,

1. The Assessment, including any interest, costs, fees, attorney fees, and penalties accrued thereon,
 - (i) are a first and prior lien against the Property from the date on which this Notice of Contractual Assessment Lien is recorded in the real property records of the county in which the Property is located, until the Assessment, interest, and penalty is paid; and
 - (ii) such lien, if enforced by foreclosure or collected through bankruptcy or similar proceeding, has the same priority status as a lien for any other ad valorem tax, pursuant to Section 399.014(a)(2) of the PACE Act.
2. Pursuant to Section 399.014(b) of the PACE Act, the lien created by the Assessment runs with the land, and any portion of the Assessment that has not yet become due shall not be eliminated by foreclosure of: (i) a property tax lien, or (ii) the lien for a delinquent Installment of the Assessment. Accordingly, Installments may not be accelerated in the event of default. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner’s obligations under the Financing

Documents shall be transferred to the succeeding owner without recourse to Local Government, or Authorized Representative.

3. As provided in Section 399.014(a-1) of the PACE Act, after this Notice of Contractual Assessment Lien is recorded in the real property records of the county in which the Property is located, the lien created by the Assessment may not be contested on the basis that the improvement is not a “qualified improvement” or the Project is not a “qualified project”, as such terms are defined in Section 399.002 of the PACE Act.

EXECUTED on _____, _____

LOCAL GOVERNMENT:

GLENN HEIGHTS, TEXAS

By: TEXAS PROPERTY ASSESSED CLEAN ENERGY
AUTHORITY dba TEXAS PACE AUTHORITY
AUTHORIZED REPRESENTATIVE
Pursuant to Tex. Local Gov't Code §399.006(b)

By: _____

Name: WILLIAM EARL TAYLOR
Title: CHIEF EXECUTIVE OFFICER (CEO)
Address: PO BOX 200368
AUSTIN, TX 78720-0368

Email Address: admin@texaspaceauthority.org

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This Notice of Contractual Assessment Lien pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, 20__ by William Earl Taylor, Chief Executive Officer, Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority, a Texas nonprofit corporation, on behalf of said corporation and as Authorized Representative for the Local Government.

(print name)

NOTARY PUBLIC, STATE OF TEXAS

PACE NOTICE OF LIEN EXHIBIT A

PROPERTY DESCRIPTION

PACE NOTICE OF LIEN EXHIBIT B
QUALIFIED IMPROVEMENTS

PACE NOTICE OF LIEN EXHIBIT C

FINANCING DOCUMENTS

Assessment Payment Schedule

Assessment Total:

Payment Frequency:

Document Title	Parties	Date Executed
----------------	---------	---------------

INDEXING INSTRUCTION:

Grantor: _____, Property Owner

Grantees: City of Glenn Heights, Local Government

_____, Lender

After recording, return to: Texas PACE Authority
 William Earl Taylor
 PO Box 200368
 Austin, TX 78720-0368



Discission and take action to approve a Professional Services Agreement with Texas PACE Authority to administer the City of Glenn Heights PACE Program. (Clifford Blackwell, City Manager)

[illegible]

**SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF GLENN HEIGHTS, TEXAS AND
TEXAS PROPERTY ASSESSED CLEAN ENERGY AUTHORITY**

THIS SERVICES AGREEMENT ("Agreement") is made and entered by and between the **City of Glenn Heights, Texas**, hereinafter referred to as "**Local Government**", and **TEXAS PROPERTY ASSESSED CLEAN ENERGY (PACE) AUTHORITY (d/b/a Texas PACE Authority)**, a Texas non-profit business association, hereinafter referred to as "**Services Provider**" to be effective from and after the date as provided herein.

W I T N E S S E T H:

WHEREAS, the City Council of **Local Government** desires to engage the services of a qualified professional to administer a Texas Property Assessed Clean Energy program for **Local Government** pursuant to the Property Assessed Clean Energy Act, Texas Local Government Code Chapter 399 ("**PACE Act**"), and serve as Authorized Representative pursuant to Tex. Local Gov't Code §399.006(b), hereinafter referred to as the "**Program**"; and

WHEREAS, **Services Provider** desires to deliver such services for **Local Government** upon the terms and conditions provided herein.

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. ENGAGEMENT

Local Government agrees to retain **Services Provider** to serve as administrator of **Local Government's Program**, and **Services Provider** agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. SCOPE OF SERVICES

The parties agree that **Services Provider** shall perform such services as are further described in **Exhibit "A"** (collectively "**Scope of Services**"). The parties understand and agree that deviations or modifications in the **Scope of Services** may be authorized from time to time by a representative of **Local Government** but said authorization must be made in writing and mutually agreed to by both parties.

Prior to commencing Services under this Agreement, Services Provider agrees to deliver the following to Local Government:

- (a) A PACE Program Guidelines, in English and Spanish, that describes the program requirements and project process and fees; and

- (b) Certification the Services Provider shall adhere to the PACE in a Box underwriting and technical standards as updated from time-to-time.

III. TERM OF AGREEMENT

The initial term of this Agreement shall commence on the date both Local Government and Services Provider have executed this Agreement.

Notwithstanding the termination of this Agreement, **Services Provider** shall be permitted to continue administration of any third-party agreements under the **Program** commenced prior to termination of this Agreement, and to continue recovering any compensation due **Services Provider** for services performed prior to termination in accordance with Section IV of this Agreement.

IV. COMPENSATION AND EXPENSES

Services Provider shall be paid for performance of the **Scope of Services** solely from application, administration, and other fees paid by Program participants in accordance with the PACE Act, and **Local Government** shall have no obligation to pay **Services Provider** for performance of the **Scope of Services**. Service Provider shall determine the amounts of the application, administration, and other fees to be paid by Program participants.

V. INSURANCE

Services Provider agrees to meet all insurance requirements, and to require all consultants who perform work for **Services Provider** to meet all insurance requirements, as set forth in **Exhibit "B"** to this Agreement.

VI. INDEMNIFICATION

SERVICES PROVIDER AGREES TO INDEMNIFY AND HOLD LOCAL GOVERNMENT AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT FROM LOCAL GOVERNMENT ARISING OUT OF OR OCCASIONED BY SERVICES PROVIDER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, VIOLATIONS OF LAW BY SERVICES PROVIDER, OR BY, GROSSLY NEGLIGENT, OR STRICTLY LIABLE ACT OR OMISSION OF THE SERVICES PROVIDER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, CONTRACTORS, OR SUB-SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY TO THE EXTENT RESULTING FROM THE CONCURRENT NEGLIGENCE

OF LOCAL GOVERNMENT, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. LOCAL GOVERNMENT DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. NO PARTY SHALL BE LIABLE FOR ANY NON-DIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT. EACH PARTY AGREES TO BE RESPONSIBLE FOR ITS OWN ATTORNEY FEES AND LEGAL COSTS. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

VII. INDEPENDENT CONTRACTOR

Services Provider covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of **Local Government**; that it shall have exclusive control of and exclusive right to control the details of the services performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between **Local Government** and **Services Provider**, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between **Local Government** and **Services Provider**.

VIII. ASSIGNMENT AND SUBLETTING

Services Provider agrees that this Agreement shall not be assigned without the prior written consent of **Local Government**, except to an Affiliate of **Services Provider**. Affiliate shall mean (1) any corporation or other entity controlling, controlled by, or under common control with (directly or indirectly) **Services Provider**, including, without limitation, any parent corporation controlling **Services Provider** or any subsidiary that **Services Provider** controls; (2) the surviving corporation resulting from the merger or consolidation of **Services Provider**; or (3) any person or entity which acquires all of the assets of **Services Provider** as a going concern.

Services Provider shall be permitted to enter into subcontracts for performance of portions of the **Scope of Services**; however, **Services Provider** shall not subcontract the entirety of the **Scope of Services** to a single subcontractor without **Local Government's** consent. **Services Provider** further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the **Services Provider** from its full obligations to **Local Government** as provided by this Agreement.

IX. AUDITS AND RECORDS

Services Provider agrees that **Local Government** or its duly authorized representatives shall, until the expiration of three (3) years after termination under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of **Services Provider** which are directly pertinent to the services performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. **Services Provider** agrees that **Local Government** shall have access during normal business hours and days to all necessary **Services Provider's** facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. **Local Government** shall give **Services Provider** reasonable advance notice of intended audits. The parties understand that **Service Provider's** document retention policy allows **Service Provider** to destroy or dispose of its hard and electronic records, books, papers, and documents after five (5) years.

X. CONTRACT TERMINATION

The parties agree that **Local Government** and **Services Provider** shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party. In the event of such termination, **Services Provider** shall deliver to **Local Government**, upon request, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by **Services Provider** in connection with and as a direct results of this Agreement. In the event of termination, **Services Provider** shall be compensated in accordance with Section III of this Agreement with respect to any third-party agreements under administration by **Services Provider** at the time of termination.

XI. COMPLETE AGREEMENT

This Agreement, including its Exhibits, constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings.

XII. AMENDMENTS

Amendments to this agreement may be made at any time upon mutual written agreement by **Local Government** and **Services Provider**.

XIII. MAILING OF NOTICES

Unless instructed otherwise in writing, **Services Provider** agrees that all notices or communications to **Local Government** permitted or required under this Agreement shall be addressed to **Local Government** at the following address:

City of Glenn Heights, Texas
Attn: Clifford Blackwell, City Manager
1938-C S Hampton Road
Glenn Heights, Texas, 75154
Email: clifford.blackwell@glennheightstx.gov

Local Government agrees that all notices or communications to **Services Provider** permitted or required under this Agreement shall be addressed to **Services Provider** at the following address:

Texas Property Assessed Clean Energy Authority
Attn: William E. (Dub) Taylor
PO Box 200368
Austin TX 78720-0368
Email: Admin@TexasPACEAuthority.org

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party. All email notices or communications must be acknowledged as received by the receiving party to be effective.

XIV. AUTHORITY TO SIGN

The undersigned officers or agents of the parties represent and warrant they are the legally authorized officials and have the necessary authority to execute this Agreement on behalf of the parties and to bind them to this Agreement.

XV. MISCELLANEOUS

A. This is a contract for the purchase of services less than \$100,000 and is therefore exempt from any competitive bidding requirements of **Local Government**.

B. Paragraph Headings:

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

C. Agreement Interpretation:

This is a negotiated Agreement, should any part be in dispute, the parties agree that the terms of the Agreement shall not be construed more favorably for either party.

D. Venue and Governing Law:

The parties agree that the laws of the State of Texas shall govern this Agreement, without regard to any choice of law statutes, and that it is performable in Dallas County or Ellis County, Texas. The parties consent to exclusive venue shall lie in Dallas or Ellis County, Texas.

E. Successors and Assigns:

Local Government and **Services Provider** and their partners, successors, and lawful assigns are hereby bound to the terms and conditions of this Agreement.

F. Severability:

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

G. Effective Date:

This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

SIGNED on the date indicated below.

CITY OF GLENN HEIGHTS, TEXAS

DATE: June 16, 2026

BY: _____
Clifford Blackwell, City Manager

APPROVED AS TO FORM:

Kellie McKee, City Attorney

**TEXAS PROPERTY ASSESSED
CLEAN ENERGY AUTHORITY**

DATE: _____

BY: _____

Name: William E. (Dub) Taylor

Title: Chief Executive Officer

Exhibit “A”

Scope of Services

The Services Provider shall perform the following services in the administration of the Program:

1. Community Outreach. In furtherance of community outreach efforts, Services Provider shall:
 - 1.1. Maintain a website with a page specific to the Program that tallies the cumulative economic and environmental impact of PACE projects closed under the Program;
 - 1.2. Maintain a project database;
 - 1.3. Respond to inquiries from property owners, vendors, contractors, consultants, and the general public;
 - 1.4. Publish the Service Provider’s PACE Program Guide in English and Spanish on the Program website;
 - 1.5. Link to the most current version of the PACE in a Box Technical Standards Manual on the Program website;
 - 1.6. List interested, qualified lenders on the Program website to enable property owners to identify potential sources of private third-party financing;
 - 1.7. Arrange for training of contractors, independent third-party reviewers (“ITPR”), and other stakeholders on how to apply for PACE financing and comply with the PACE in a Box Technical Standards Manual;
 - 1.8. List interested trained service providers on the Program website to enable property owners to identify potential contractors, architects, engineers, and other consultants and advisors; and
 - 1.9. Establish quality assurance measures.
 - 1.10. The Local Government agrees to link to Service Provider’s specific Program webpage on its own webpage so that constituents may learn more and utilize the voluntary Program. Local Government may consider adding the link to one or more of the following on its official website: home page, economic development page, sustainability page, environmental page, or any other topic-appropriate webpage.
2. Maintain and Update Uniform Documents. Services Provider shall also maintain uniform documents, forms, and contracts. Periodic updates to the standard form documents are necessary as the program evolves, incorporating best practices and standardizing the PACE documents across various PACE programs. The Authorized Representative is authorized to, and is tasked with maintaining the form documents and making technical and conforming updates as necessary so long as the changes

are consistent with the resolution to establish the PACE program and the Texas PACE Act.

3. Application and Approval Process. Services Provider shall manage and oversee the application and approval process for PACE transactions by accomplishing the following:
 - 3.1. Publish a preliminary application form on the Program website.
 - 3.2. Provide a Project Application Form based on PACE-in-a-Box model application form upon request to interested parties.
 - 3.3. Review submitted Application forms for administrative completeness and notify the applicants of any missing information.
 - 3.4. Maintain the confidentiality of confidential owner information.
 - 3.5. Maintain the PACE application process, including:
 - 3.5.1. Accept and review the property owner's completed application. When the project meets eligibility requirements, provide written indication that the project meets PACE standards at this stage (subject to verification of all requirements at closing).
 - 3.5.2. Inform the property owner of his or her responsibilities in the process, including hiring a third-party reviewer, obtaining a lender, determining final project scope and completing and submitting a closing verification package.
 - 3.5.3. Conduct a Pre-Closing Verification, which will confirm the statutorily required eligibility requirements of the owner including that the property owner:
 - Is the legal property owner of the benefited property;
 - Is current on mortgage and tax payments;
 - Is not insolvent or the subject of bankruptcy proceedings;
 - Holds clear title to the property and it is not in dispute; and
 - Has written consent of any pre-existing mortgage lien holder to the proposed PACE assessment.
 - 3.6. Require independent third-party verification of expected energy or water savings resulting from a project (provided by ITPR retained by applicant), according to the PACE-in-a-Box Technical Standards Manual. This review will include a:
 - Site visit,
 - Report stating the savings (energy, demand, and/or water) and expected project life are reasonable and in compliance with PACE in a Box program guidelines; and
 - Letter from the ITPR certifying that he/she has no financial interest in the project and is an independent reviewer.

- 3.7. Require independent third-party verification, according to the PACE-in-a-Box Technical Services Manual, that the period of an assessment does not exceed the expected life of the improvements or thoroughly review waiver application and justification (provided by ITPR retained by applicant);
- 3.8. Require lender to confirm in writing its determination, based on underwriting factors established by the lender, that the owner has demonstrated the financial ability to repay the financial obligations to be repaid through assessment.
- 3.9. Require the owner to notify the holder of any mortgage lien on the property of the owner's intention to participate in the Program not less than 30 days before closing and obtain the lienholder's written consent prior to the imposition of the PACE assessment;
- 3.10. Review and finalize the terms of every Owner Contract and Lender Contract prior to execution; The Contract must contain:
 - Amount of the assessment;
 - The legal description of the property;
 - The name of the property owner; and
 - A reference to the statutory assessment lien provided under the PACE Act.
- 3.11. Collect and retain owner application fees as compensation for administrative services.
- 3.12. Perform closing verification reviews and schedule assessment transaction closings when all requirements are met. Such closing verification must include:
 - The report conducted by a qualified independent third-party reviewer of water or energy baseline conditions and the projected water or energy savings attributable to the project;
 - Such financial information about the owner and the property as the lender chosen by the owner deems necessary to determine that the owner has demonstrated the financial ability to fulfill the financial obligations to be paid through assessments; and
 - All other information required by the Services Provider.
- 3.13. Coordinate and take part in assessment transaction closings.
- 3.14. Execute contracts under the Program as authorized on behalf of Local Government.
- 3.15. Arrange for recordation of a Notice of Contractual Assessment Lien for each approved project in the Official Public Records of the county where the project is located; The Notice must contain:
 - Amount of the assessment;
 - The legal description of the property;
 - The name of the property owner; and

- A reference to the statutory assessment lien provided under the PACE Act.
- 3.16. Require independent post-closing third-party verification (by ITPR retained by Applicant or Lender) that each project was properly completed and is operating as intended.
- 3.17. Collect and retain administration fees collected by lenders from owners that receive PACE financing.
- 4. Management and Reporting. Services Provider shall undertake the following to fulfill its management and reporting obligations:
 - 4.1. Manage communications with lenders regarding assessment servicing, payment, and default.
 - 4.2. Upon notification by a lender of an owner's default in payment of an assessment and the lender's compliance with the requirements of the Lender Contract on collection after default, notify the Local Government to enforce the assessment lien in accordance with law and the agreements between the parties.
 - 4.3. Receive and store owner reports on energy and water savings.
 - 4.4. Maintain the form contracts and make technical and conforming updates as necessary so long as the changes are consistent with the resolution to establish the PACE program and the statute.
 - 4.5. At the request of property owners, prepare annual notices of assessment to be issued by Local Government to the owners, stating the total amount of the payments due on each assessment in the coming calendar year according to the owner contract and the financing documents.
 - 4.6. Determine the amounts of the application, administration, and other fees to be paid by owners.
 - 4.7. Produce annual report on Texas PACE financing usage and the resulting energy and water savings enabled through PACE Assessments. The annual report shall also document how obligations under this Scope of Services were fulfilled during the prior year. For example, list training, outreach, education, efforts to reach underserved communities and stakeholders.

Exhibit “B”
Insurance Requirements

COVERAGE	LIMIT OF LIABILITY
Employer's Liability	\$500,000 per occurrence
General Liability	Bodily Injury and Property Damage, Combined Limits of \$500,000 each Occurrence, and \$1,000,000 aggregate



Conduct a Public Hearing to receive testimony, and discussion and take action to approve Ordinance O-06-26, regarding a rezoning request from Single-Family 1 (SF-1) to Single-Family 3 (SF-3) on property located at 221 W. Bear Creek Road, Dallas County, Texas, more particularly described as Tract 7, ACS, as an addition to the City of Glenn Heights. (Bester Munyaradzi, AICP, Director of Planning and Development Services)

[illegible]



June 11, 2026

*Ellis County's only independently owned newspaper*[Home](#) / [Legals](#)**WE'RE HIRING!**

Route Delivery Driver | Sales Representative

Call (972) 544-2369 or email ecpress.1@gmail.com

208 S Central St, Ferris, TX 75125

PUBLIC NOTICE: Notice of public hearing City of Glenn Heights to consider a future Land Use Plan Amendment and Rezoning Request

*Publish one time in The Ellis County Press on
Thursday, May 7, 2026.*

Ferris, TX 75125

78 °F 94 °F

NOTICE OF PUBLIC HEARING

City of Glenn Heights**1938 South Hampton Road, Bldg. C****Glenn Heights, TX 75154**

HAVE A NEWS TIP?

[Accessibility](#)

Do you have information that the public would know about? Share news tips with us  anonymously.

Notice is hereby given that the Planning and Zoning

For more information, please contact Bester Munyaradzi, AICP at (972) 223-1690 ext. 452 or by email at bmunyaradzi@glennheightstx.gov

OFFICIAL NEWSPAPER
 Cities of Feris, Olen Heights, Olen,
 Wilkes- and Feris, SD
 Serving all of Elk County and Southern Dakota County

0 00309 0121 9

C CLASSIFIEDS
 872-544-2388

SUBSCRIBER
 SERVICES
 872-544-2389

FOLLOW US ONLINE:
 [Facebook.com/dakotacourtservice](#)
[Instagram.com/dakotacourtservice](#)

PRINTED AT THE PRESS © 2020 County Press Enterprises LLC



NOTICE OF PUBLIC HEARING

**City of Glenn Heights
1938 South Hampton Road, Bldg. C
Glenn Heights, TX 75154**

Notice is hereby given that the Planning and Zoning Commission and the City Council of the City of Glenn Heights, Texas, will hold public hearings in the City Hall Council Chambers, 1938 S. Hampton Rd., Bldg. C, Glenn Heights, Texas 75154, pursuant to V.T.C.S., Government Code §551.041.

The **Planning and Zoning Commission** public hearing will be held on **Monday, May 18, 2026, at 6:30 P.M.** The **City Council** public hearing will be held on **Tuesday, June 16, 2026, at 7:00 P.M.**

Public hearings will be held to consider a Future Land Use Plan Amendment to the City of Glenn Heights' 2024 Comprehensive Plan and a rezoning request from Single-Family 1 (SF-1) to Single-Family 3 (SF-3) on property located at 221 W. Bear Creek Road, Dallas County, Texas, more particularly described as Tract 7, ACS, as an addition to the City of Glenn Heights.

All interested persons are invited to attend and be heard. Written comments may be submitted prior to the public hearing before the meeting dates indicated above.

For more information, please contact Bester Munyaradzi, AICP at (972) 223-1690 ext. 452 or by email at bmunyaradzi@glennheightstx.gov

I, Brandi Brown, City Secretary, do hereby certify that this Notice was posted in a location convenient to the Public at Glenn Heights City Hall, 1938-C South Hampton Road, Glenn Heights, Texas 75154 by 5:00 P.M. on Friday, May 29, 2026.

Brandi Brown, City Secretary

ZONING CHANGE REQUEST



BESTER MUNYARADZI, AICP
DIRECTOR OF PLANNING AND DEVELOPMENT
SERVICES

ZONING CHANGE REQUEST



Request: This is a request to rezone from SF 1 to SF 3

Location: 221 W Bear Creek Rd

Current Zoning: Zoned SF-1 with 1 existing home

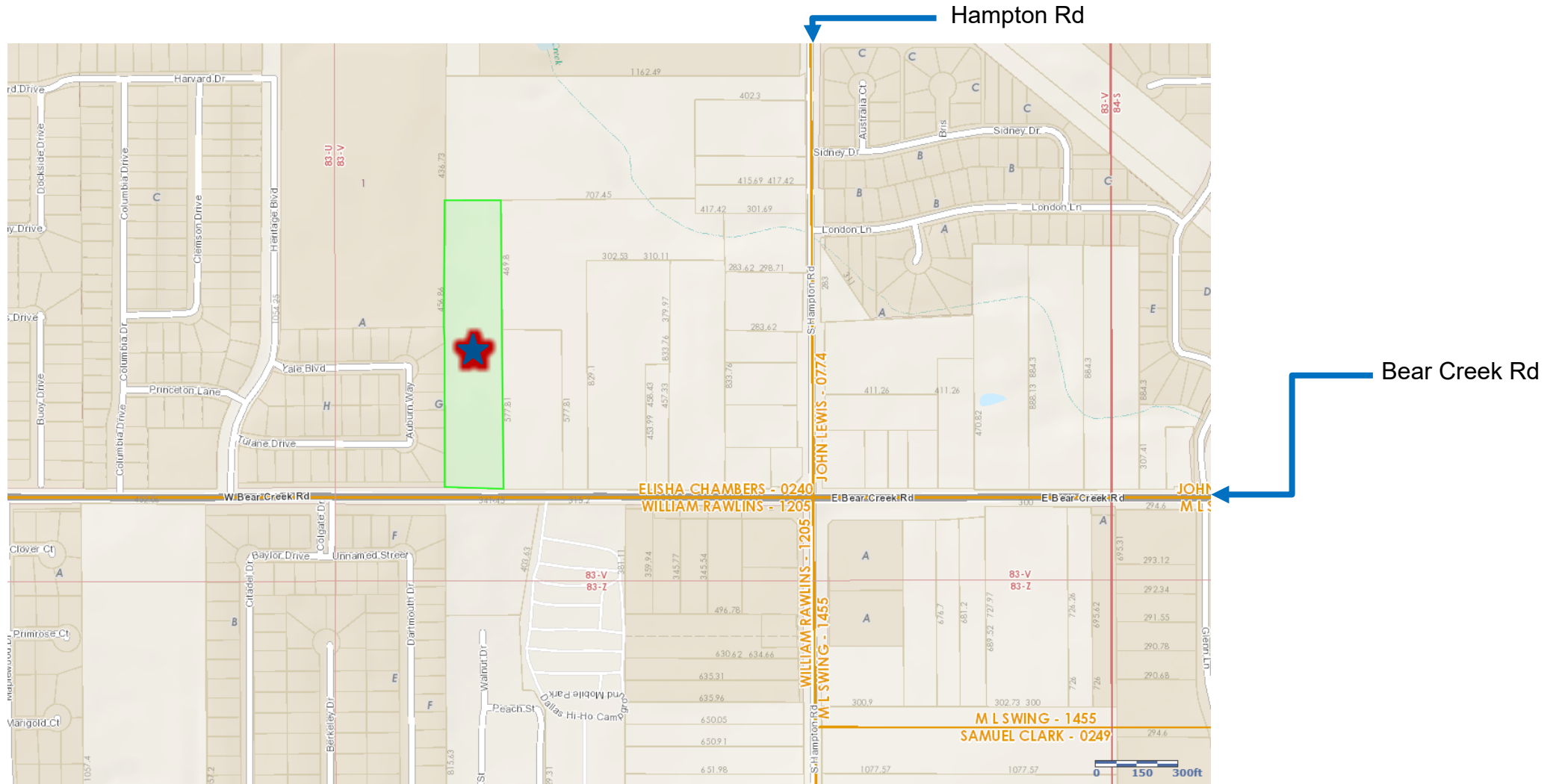
Acreage: 4.935 acres,

BACKGROUND

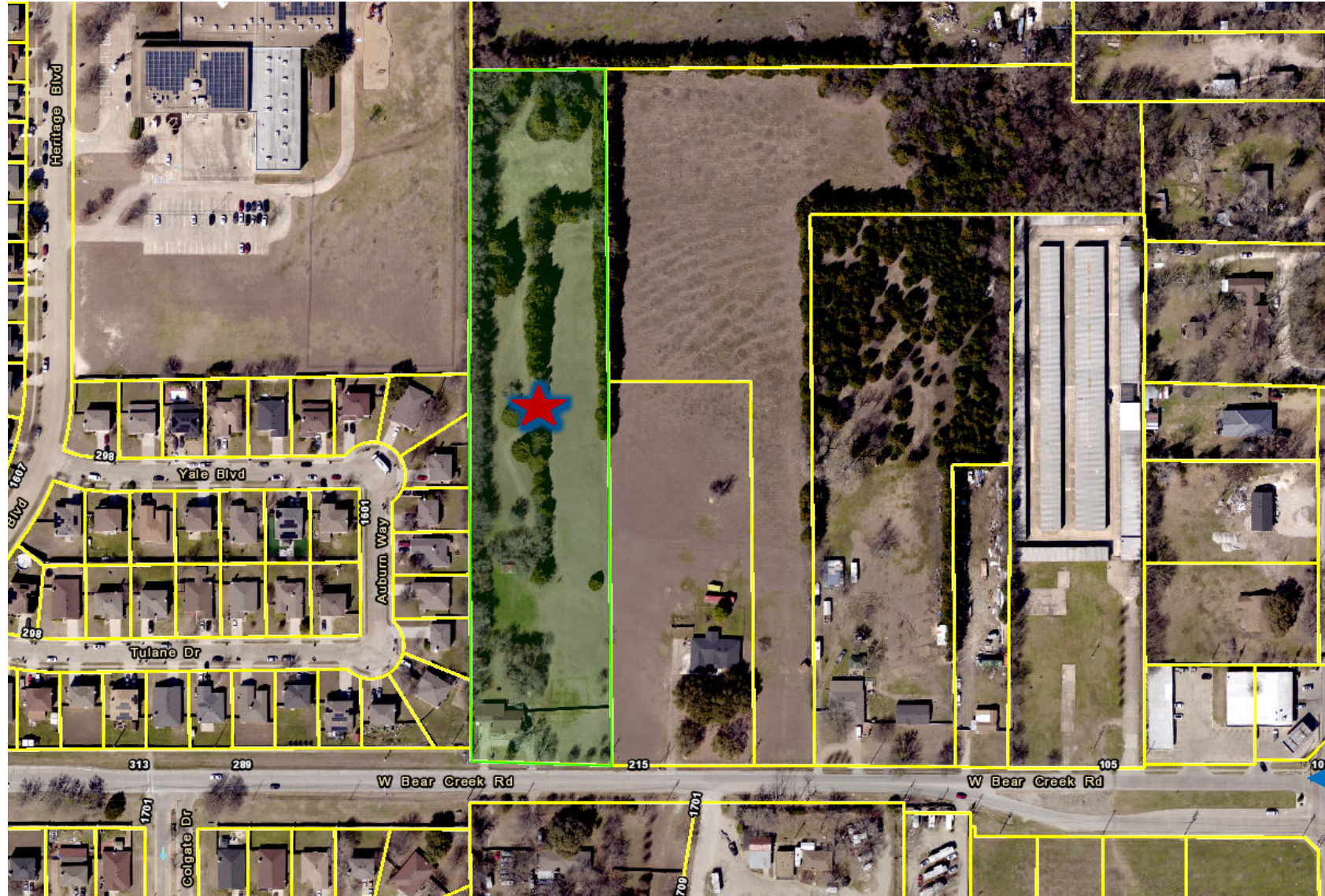


- The applicant is requesting a rezoning to Single Family-3 (SF-3) to develop no more than 14 single-family residential homes.
- The proposed density of the development is consistent with the Single Family Low Density designation of the 2024 Comprehensive Plan's Future Land Use Map.
- The City has previously approved multiple Planned Development (PD) districts with a base zoning of Single Family-3 (SF-3),

LOCATION MAP



AERIAL MAP

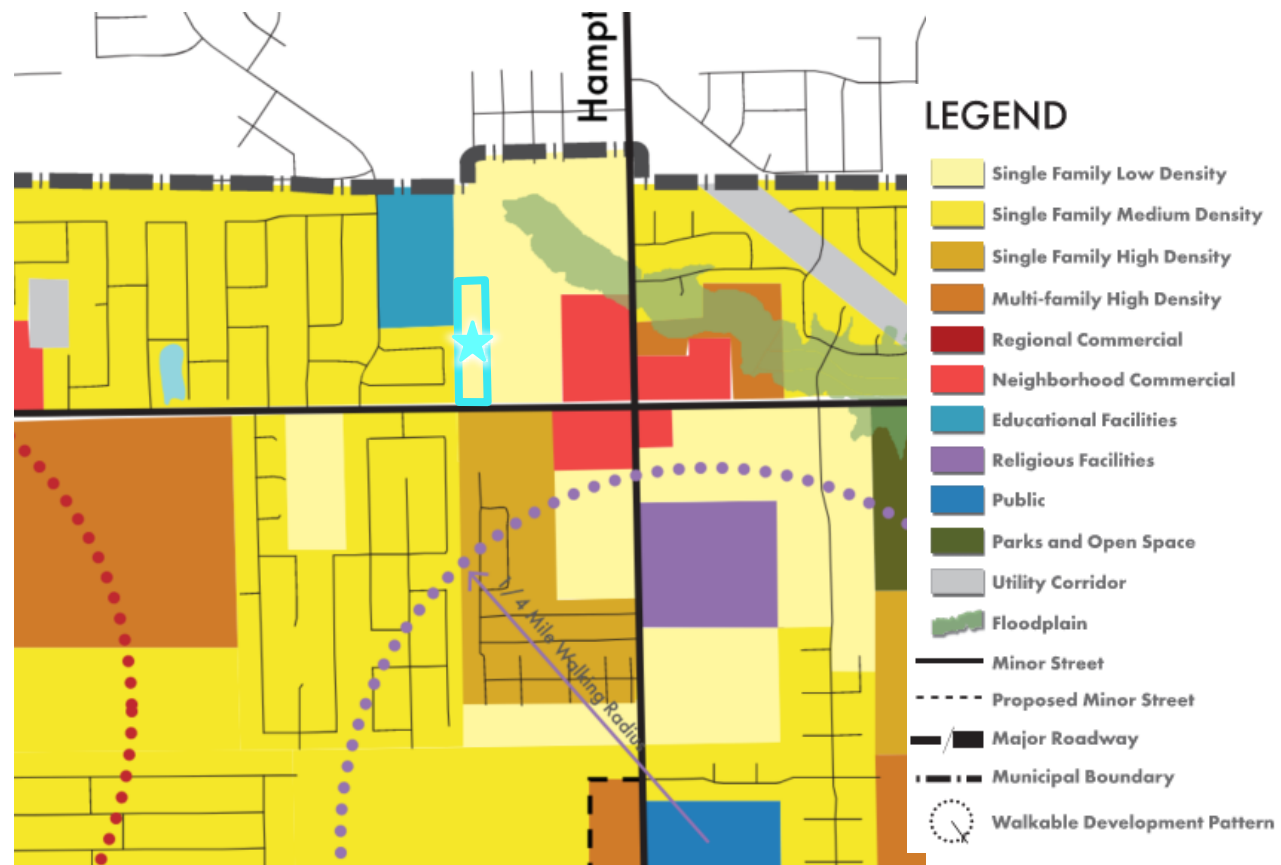


Bear Creek Rd

CURRENT ZONING AND FUTURE LAND USE

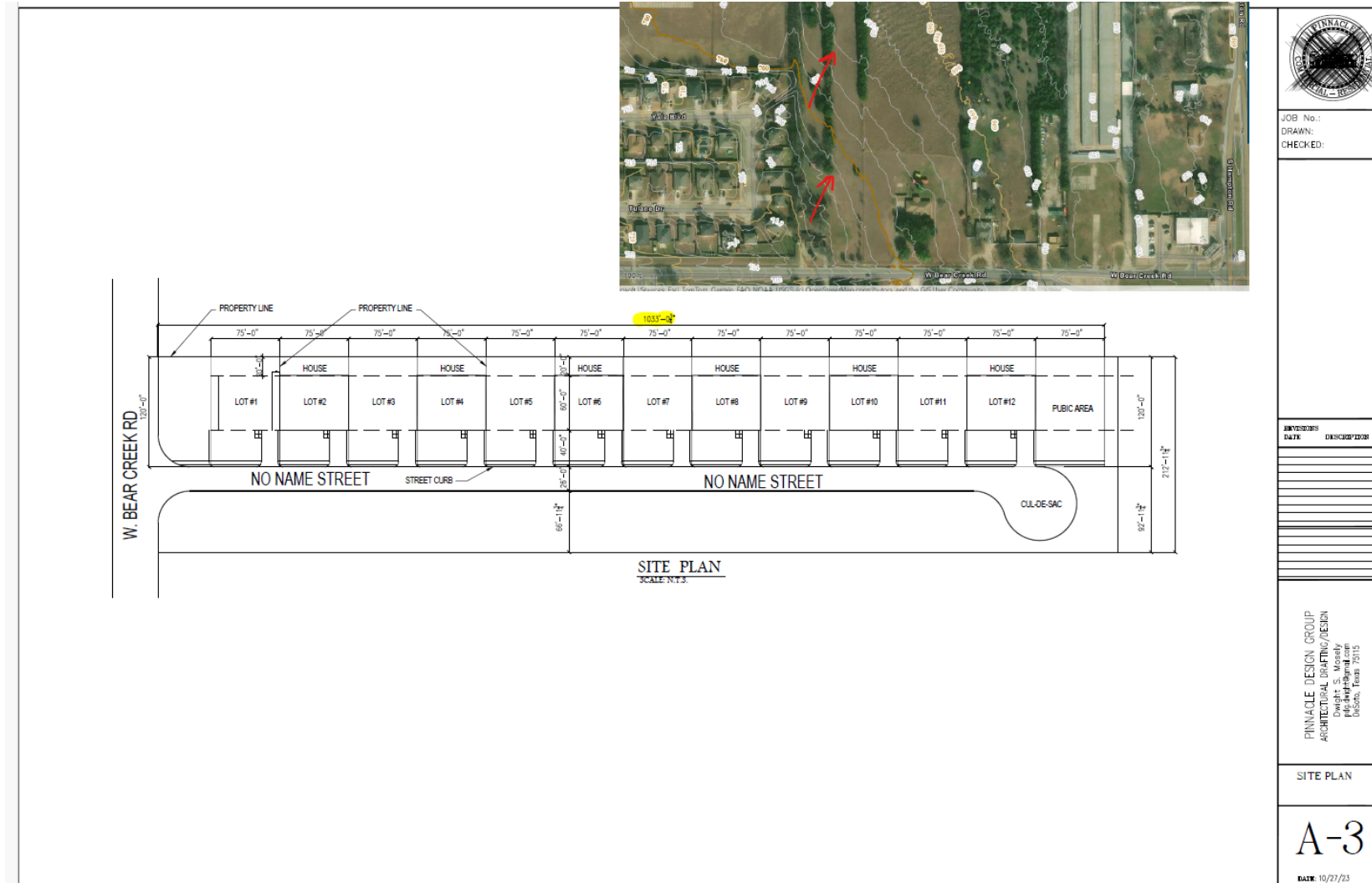


ZONING: Single-Family 1 (SF-1)



FLUP: Single Family Low Density

PROPOSED CONCEPT PLAN



RECOMMENDATION OPTIONS



1. The City Council approve of the zoning change request as presented.
2. The City Council may deny the zoning change request as presented.

On May 18, 2026, the Planning and Zoning Commission recommended approval of the zoning case and staff concur with the Commission's recommendation.

THANK YOU



Q & A

**CITY OF GLENN HEIGHTS, TEXAS
ORDINANCE O-06-26**

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 AN APPROXIMATELY 4.935 ACRE PARCEL BEING SITUATED IN THE ELISHA CHAMBERS SURVEY, ABSTRACT 0240, TRACT 7, ACS, GLENN HEIGHTS, DALLAS COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT “A” ATTACHED HERETO (THE “PROPERTY”), FROM SINGLE FAMILY RESIDENTIAL-1 (SF-1) TO SINGLE FAMILY RESIDENTIAL-3 (SF-3); PROVIDING FOR THE APPROVAL OF THE CONCEPT PLAN ATTACHED HERETO AS EXHIBIT “B”; 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, after public notice and public hearing as required by law, the Planning and Zoning Commission of the City of Glenn Heights, Texas, has recommended approval of the proposed amendment to the Zoning Ordinance and Map of the City of Glenn Heights, Texas, by changing the zoning on approximately 4.935 acres of land located at 221 W. Bear Creek Road, more particularly described as Tract 7, ACS, as an addition to the City of Glenn Heights, Dallas County, Texas, zoned Single Family Residential-1 (SF-1) by changing the zoning to Single Family Residential-3 (SF-3); and

WHEREAS, the proposed development is consistent with the future Land Use Map and intent of the 2024 Comprehensive Plan; and

WHEREAS, after public notice and public hearing as required by law upon due deliberation and consideration of the recommendation of said Planning and Zoning Commission and of all testimony and information submitted during said public hearing, the City Council of Glenn Heights, Texas, has determined it is in the public’s best interest and in furtherance of the health, safety, morals, and general welfare of the citizens of the City of Glenn Heights that the Zoning Ordinance be amended as described below; and

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 an approximately 4.935 acre property parcel being situated in the Elisha Chambers Survey, Abstract 0240, Tract 7, ACS, Glenn Heights, Dallas County, Texas, more particularly described and depicted on Exhibit “A” attached hereto and incorporated herein (the “Property”), from Single

Family Residential-1 (SF-1) to Single Family Residential-3 (SF-3) to allow for development in accordance with the Concept Plan as set forth in this Ordinance.

SECTION 2. The Property shall be used and developed substantially as depicted on the Concept Plan attached hereto and incorporated herein as Exhibit “B”, and said Concept Plan is hereby approved as part of the Development Regulations.

SECTION 3. 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 4. 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 5. 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 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 Dollars (\$2,000.00) for each offense; and each and every day such violations shall continue be deemed to constitute a separate offense.

SECTION 7. 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 16TH DAY OF JUNE, 2026.

ATTEST:

APPROVED:

Brandi Brown, City Secretary

Sonja A. Brown, Mayor

APPROVED AS TO FORM:

Kellie McKee, City Attorney

EXHIBIT “A”
[Survey and Boundary/Legal Description of Property]

DRAFT

EXHIBIT “B”
[Concept Plan]

DRAFT



Conduct a Public Hearing to receive testimony, and discussion and take action to approve Ordinance O-07-26, amending the Code of Ordinances by amending and updating the City's Water Conservation Plan. (Andrew Waits, Director of Public Works)

[illegible]



June 11, 2026

*Ellis County's only independently owned newspaper*[Home](#) / [Legals](#)**WE'RE HIRING!**

Route Delivery Driver | Sales Representative

Call (972) 544-2369 or email ecpress.1@gmail.com

208 S Central St, Ferris, TX 75125

NOTICE OF PUBLIC HEARING: City of Glenn Heights to receive testimony regarding amending the Code of Ordinances by amending and updating the City's Water Conservation Plan

*Publish one time in The Ellis County Press on
Thursday, June 4, 2026.*

Ferris, TX 75125

[Accessibility](#)

NOTICE OF PUBLIC HEARING

City of Glenn Heights**1938-C South Hampton Road**

HAVE A NEWS TIP?

Do you have information that the public should know about? Share news tips with us

anonymously.



NOTICE OF PUBLIC HEARING

**City of Glenn Heights
1938-C South Hampton Road
Glenn Heights, Texas 75154**

Notice is hereby given that the City Council of the City of Glenn Heights, Texas, will hold a Public Hearing on June 16, 2026, at 7:00 P.M., at the Glenn Heights City Hall, Council Chambers, located at 1938-C South Hampton Road, Glenn Heights, Texas 75154, pursuant to V.T.C.S., Government Code §551.041.

The Public Hearing will be held to receive testimony regarding an Ordinance of the City of Glenn Heights, Texas, amending the Code of Ordinances by amending and updating the City's Water Conservation Plan.

All interested people are invited to attend and be heard. Written comments may be submitted prior to the Public Hearing before the meeting dates indicated above.

For more information, please contact Brandi Brown, City Secretary, (972) 223-1690 ext. 125, or by email at brandi.brown@glennheightstx.gov.

I, Brandi Brown, City Secretary, do hereby certify that this Notice was posted in a location convenient to the Public at Glenn Heights City Hall, 1938-C South Hampton Road, Glenn Heights, Texas 75154 by 5:00 P.M. on Friday, May 29, 2026.

Brandi Brown, City Secretary

CITY OF GLENN HEIGHTS, TEXAS
ORDINANCE O-07-26

**AN ORDINANCE OF THE CITY OF GLENN HEIGHTS, TEXAS,
AMENDING THE CODE OF ORDINANCES BY AMENDING AND
UPDATING THE CITY'S WATER CONSERVATION PLAN; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Texas Water Code §13.146 requires the Texas Commission on Environmental Quality ("TCEQ") to require retail public utilities that provide potable water service to 3,300 or more connections to submit to the Texas Water Development Board ("TWDB") a water conservation plan based on specific targets and goals developed by the retail public utility and using appropriate best management practices, or other water conservation strategies; and

WHEREAS, the water conservation and drought contingency plan of the City of Glenn Heights, Texas, have been adopted and are consolidated in Article 13.03 of Chapter 13, "Utilities," of the Code of Ordinances, City of Glenn Heights, Texas; and

WHEREAS, the City Staff has presented an updated Water Conservation Plan for the City of Glenn Heights prepared in accordance with the provisions of Title 30, Ch. 288 of the Texas Administrative Code which sets forth the requirements for a water conservation plan; and

WHEREAS, the City Council of the City of Glenn Heights, finds it in the public interest to adopt the Water Conservation Plan that has been presented.

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

SECTION 1. The Drought Contingency Plan set forth in Exhibit "A," attached hereto and incorporated herein by reference, is hereby adopted as the Glenn Heights Water Conservation Plan for the City of Glenn Heights, and, where in conflict, replaces and amends the provisions of the Water Conservation Plan set forth in Article 13.03 of Chapter 13 of the Code of Ordinances, City of Glenn Heights, Texas.

SECTION 2. The City Manager and the Director of Public Works, and those to whom either may delegate such authority, are hereby authorized to take such action as is reasonable and necessary to implement and enforce the policies, programs, and goals set forth in the Water Conservation Plan adopted hereby.

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 RESOLVED AND ADOPTED by the City Council of the City of Glenn Heights, Texas, this the 16th day of June, 2026.

ATTEST:

APPROVED:

Brandi Brown, City Secretary

Sonja A. Brown, Mayor

APPROVED AS TO FORM:

Kellie McKee, City Attorney

ORDINANCE NO. O-07-26

EXHIBIT “A”

**WATER CONSERVATION PLAN
(Adopted JUNE 16, 2026)**



2024 WATER
CONSERVATION
PLAN

Revised April 2026

PREPARED FOR:
City of Glenn Heights

Prepared By:
LSPS Solutions LLC.



MUNICIPAL WATER CONSERVATION PLAN

Revision Date: April 2026

Handwritten Edits: _____, _____, _____



City of Glenn Heights

1938 S Hampton Road

Glenn Heights, TX 75154

**Mr. Cliff Blackwell
City Manager**

**Andrew Waits
Public Works Director**

**Emilio Reyna
Water Quality Operator**

**Kyler Williford
Utility Superintendent**

TABLE OF CONTENTS

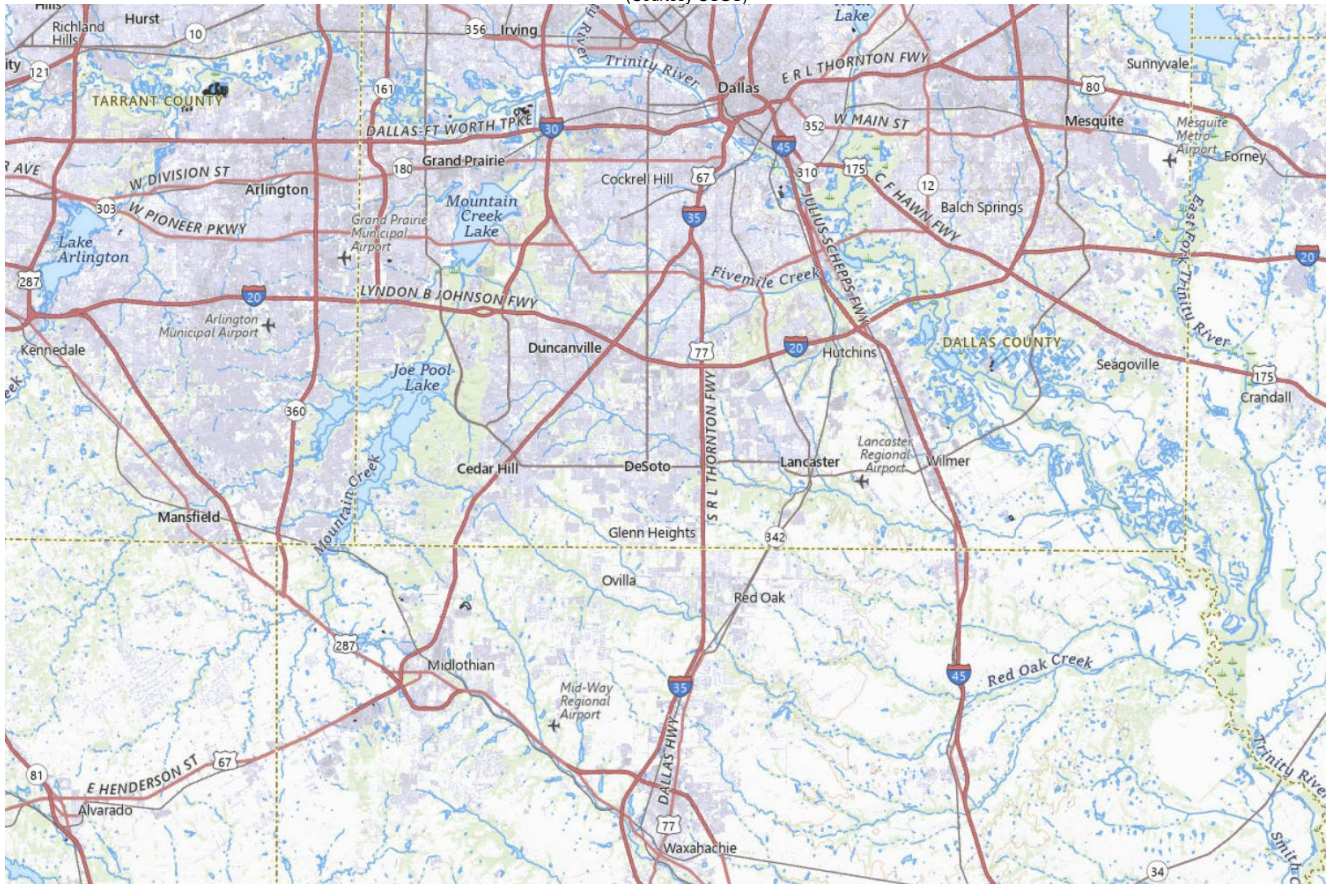
Section 1)	Introduction.....	1
A)	Location.....	1
B)	Environment	2
C)	Demographics	2
D)	Service Area.....	2
E)	General Water Use.....	2
Section 2)	Water and Wastewater System.....	4
Section 3)	5- and 10-Year Goals.....	4
A)	Best Management Practices.....	4
Section 4)	Utility Data.....	6
A)	CUSTOMER DATA.....	6
B)	WATER USE DATA FOR SERVICE AREA	8
C)	WATER SUPPLY SYSTEM	9
D)	WASTEWATER UTILITY SYSTEM	10

INTRODUCTION

Location

The City of Glenn Heights is situated on the border of northern Ellis County and southern Dallas County, 10 miles east of Joe Pool Lake and approximately 16 miles south of Dallas. Figure 1.1 shows the regional location of the City of Glenn Heights.

Figure 1.1
Location
(Courtesy USGS)



	Water Conservation Plan	
--	--------------------------------	--

Environment

Glenn Heights is located in north Texas and its elevation averages 665 feet above mean sea level¹. Its climate is subtropical, and the general area receives an average of around 40 inches of precipitation per year, which is which is typical in this part of the.

Demographics

Incorporated in 1969, the city adopted the mayor/manager style of government. From just a small population in 1969 the town grew to just about 7,000 by the turn of the century. Continuing it's steady growth every decade the 2020 Census has placed the population estimates at just under 16,000.

While the growth of the city is steady, there is still a large portion of the land that remains rural and undeveloped. This development is expected to continue to grow over the next few decades as people seek out property outside of the crowded city. More on the history and future of Glenn Heights can be found on the City's website <https://www.glennheightstx.gov/>

Service Area

The service area includes the land within the City of Glenn Heights city limits as shown in Figure 2.1 on the following page. This area covers approximately 9 square miles. The population of Glenn Heights is estimated to be approximately 18,700 residents as of the date of this Plan revision. The projected future population growth is shown in Table 2.1 (next page)

General Water Use

Glenn Heights currently receives all of its water supply from Dallas Water Utilities.

Water Sales and Use data is attached in section 4.2 of this plan.

Water Conservation Plan

Figure 2.1
Glenn Heights Service Area

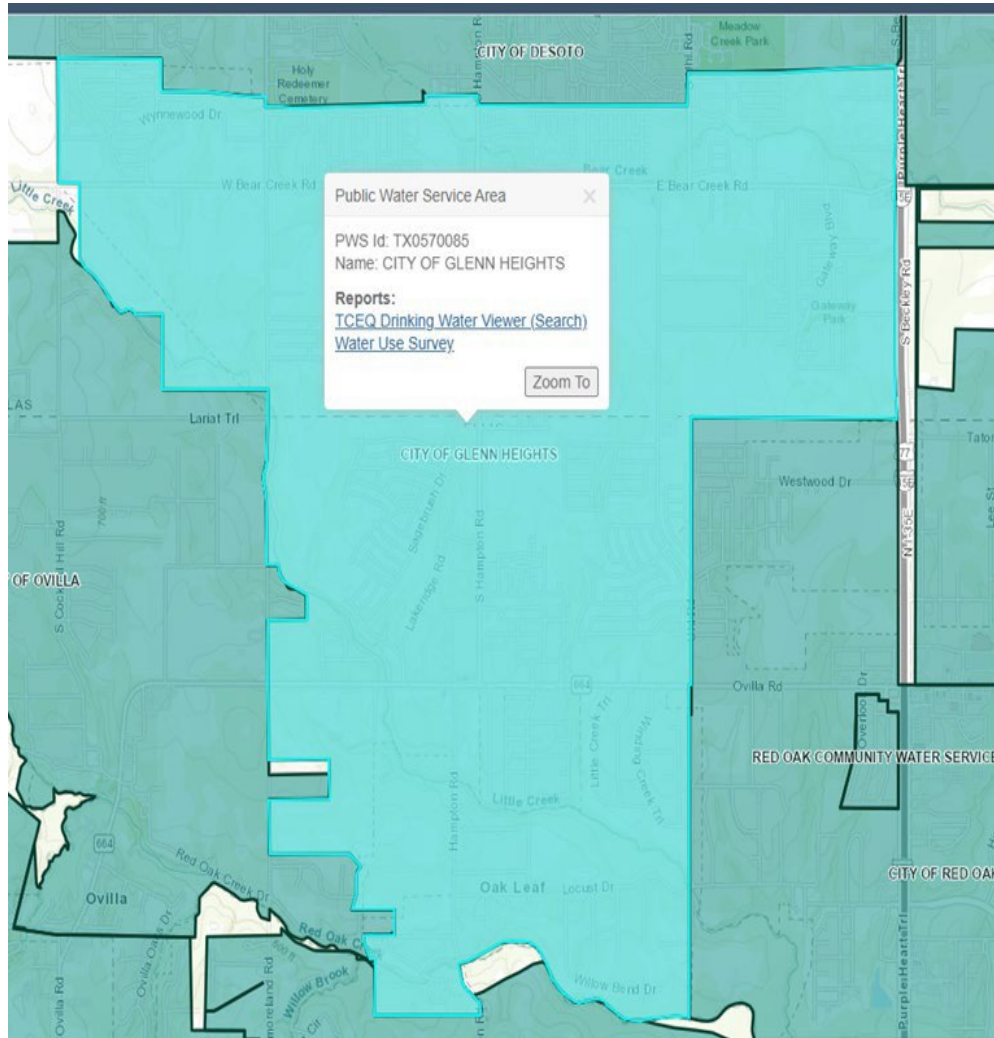


Table 2.1
Glenn Heights Population Projections
(Freese and Nichols commissioned study)

Year	Projected Population
2030	24,244
2040	34,066
2050	34,066
2060	34,066
2070	34,066

Note: Glenn Heights is expected to reach maximum sustainable population capacity by 2040 due to current water availability and land buildout.

	Water Conservation Plan	
--	--------------------------------	--

WATER AND WASTEWATER SYSTEM INFORMATION

Infrastructure maintained and operated by the City's Public Works Department includes mains, valves, fire hydrants, 7,284 connections, 1 elevated tank, 1 ground storage tank, and 3 Booster Pumps. All primary water treatment is handled through Dallas Water Utilities prior to delivery.

The current system designed daily capacity is 4.61 MGD.

Wastewater is collected from all locations through a gravity sewer system and sent to various lift stations throughout the city where it is then sent to the Trinity River Authority for treatment and processing.

FIVE AND TEN YEAR GOALS

Goals of the Program (5- and 10-year target and goals)

The City believes that the current measures have been effective by reducing the Total GPCD measures from previous amounts of 155 (2019) to the current (5-year average) rate of 141 with a Residential GPCD showing a slight increase from 94 (5-year average) Residential GPCD to 98 (2023).

5 Year goals are to prevent further increases and maintain the Total GPCD at 141 with a goal to reduce Residential GPCD from the current 98 (2023) to the 5-year average of 94.

10 Year goals do see an anticipated increase in Total GPCD from an average 142 and Residential of 98 to 155 and 153 respectively. Major contributing factors affecting usage are planned transformation from rural to suburban landscape, commercial recruitment and historical trends of customers.

The city is actively replacing aging infrastructure to reduce leakage and further reduce water loss. All water meters have been changed out to newer, more accurate meters on an AMI system that can be utilized to better understand usage trends and reduce unaccounted for water. Additionally, new customers are provided with information regarding landscaping, water conservation, and ways to reduce water use.

Water Loss goals include a reduction to 9 GPCD at five years and 13 GPCD at 10 years.

Best Management Practices (BMPs)

The Texas Water Development Board Report 362, "Water Conservation Best Management Practices (BMP) Guide," was used for reference in the development of this water conservation plan. The BMP Guide provides information on water conservation techniques to achieve the targets and goals of the water conservation plan. The following BMPs were considered in the formulation of the five- and ten-year goals:

System Water Audit and Audit Loss

On-going:

The city has successfully reduced the 5-year average unaccounted for water from 36 GPCD to the current 27 GPCD. This originates primarily from water main leaks, meter leaks, hydrant flushing and inaccurate meters. Annual water use is tracked via the existing metering system (individual meters plus incoming meter(s) from Dallas Water Utilities) followed by spreadsheeting and analysis of data. Once a year, data will be analyzed, and compared to the previous years' data in order to gauge program effectiveness.

	Water Conservation Plan	
--	----------------------------------	--

Master Metering and Metering of service connections.

Pumping production and distribution meters are installed at each site. All customer service connections are metered at the point of use. Customer meters are tested/replaced every 10 years or sooner depending on size. Production meters are calibrated semi-annually. Additionally, the city has recently undergone a complete overhaul of its metering system by installing AMI infrastructure with new radio read meters allowing for a more accurate consumption recording.

Leak Detection

City staff continually conducts visual inspection of main distribution lines along with inspections of well sites to prevent water loss. Leaks that are found are reported to management for immediate repairs. Customer meters are visually inspected monthly, and customers are advised of any evidence of possible leaks.

Public Education

The City posts water conservation information in utility bills, at city facilities and on the city's multiple social media platforms and website. The City also hosts various events annually where conservation information is provided.

Water Conservation Pricing

The City has developed and implemented increasing block rates, with a base rate. Excessive users are handled on a case-by-case basis. (See Appendix for Rate Schedule)

Prohibition on Wasting Water/ Landscape Irrigation Conservation

The City has instructed its staff to bring examples of water wasting to the attention of customers whose systems are leaking, malfunctioning, or otherwise appear to be engaging in excessive irrigation.

Conservation coordinator

The City receives environmental consulting assistance and plans to continue to utilize this resource as budgets allow to supplement its own workforce in monitoring and reporting per the Conservation Plan requirements.

Water Survey for Single- Family and Multi-family Customers (Under Consideration)

This BMP is intended for a Municipal Water User Group ("utility") that has 20 percent of homes and apartments constructed before 1995 and/or more than 10 percent of landscapes with automatic irrigation systems. An existing operator will be trained to perform basic residential evaluations and offer suggestions to the customers for a reduction in water consumption.

Enforcement

The City has adopted this plan by passing in conjunction with their Drought Contingency Plan. (Attached below)

Plumbing Codes

The city has adopted the 2006 International Plumbing Code as its standard for all new construction and remodels to aid in this plan.

CITY OF GLENN HEIGHTS, TEXAS
MUNICIPAL WATER CONSERVATION PLAN: WATER ACCOUNTING

This section captures data requested in TWDB Form WRD-264.

APPLICANT DATA

Name of Utility: **CITY OF GLENN HEIGHTS**
Address & Zip: **2118 S UHL RD, GLENN HEIGHTS, TX 75154**
Telephone Number: **972-223-1690**
Email: **andrew.waits@glennheightstx.gov**
Title: **Public Works Director**

Signature: _____

Date: _____

Person/Department responsible for implementing a water conservation program:

Name: **Emilio Reyna**
Phone number: **972-223-1690**

UTILITY DATA

Section I: Population and Service Area Data

A Please attach a copy of your Certificate of Convenience and Necessity (CCN) from the TCEQ
TX0570085

A 1 Service area (sq.mi): **9**

Current (2025) population of service area: **19,768**

Current population served by utility:

a. Water: **19,768**

b. Wastewater: **19,517**

A 2 Population served for the prev. 5 yrs:

Year	Population
2019	12,336
2020	15,000
2021	16,426
2022	18,090
2023	18,718

A 3 Projected population for service area:

Year	Population
2030	24,244
2040	34,066
2050	34,066
2060	34,066
2070	34,066

A 4 Described source(s)/method(s) for estimating current and projected populations

Utilization of historic records and commissioned Engineer Study.

CITY OF GLENN HEIGHTS, TEXAS
MUNICIPAL WATER CONSERVATION PLAN: WATER ACCOUNTING

B 1 Active Connections

Current number of active connections by user type.

If not a separate classification, check whether multi-family service is counted as Residential **X** or Commercial _____

Treated water users:	Metered	Not-metered	Total
Residential-Single-Family	6,921	0	6,921
Residential-Multi-Family	284	0	284
Commercial	56	0	56
Institutional	23	0	23
Public	0	0	0
Other	0	0	0
TOTAL:	7,568	0	7,568

B 2 Net number of new connections per year for most recent three years

Type of Connection	2021	2022	2023
Residential – Single-Family	422	213	191
Residential - Multi-Family	0	0	0
Commercial	0	0	1
Institutional	0	6	0
Public	0	0	0
Other	0	0	0
TOTAL:	475	219	192
Average	295		

C Annual water use for the five highest volume retail and wholesale customers

Rank	Customer Name	Use (1,000gal./yr.)	Indicate Treated OR Raw
1	Palladium	22,969,000	Treated
2	Stone Creek HOA	5,653,249	Treated
3	1908 S Hampton Rolke Greenhouse	4,694,000	Treated
4	Kingston Meadows HOA	4,551,968	Treated
5	Magnolia Meadows HOA	3,997,596	Treated

CITY OF GLENN HEIGHTS, TEXAS
MUNICIPAL WATER CONSERVATION PLAN: WATER ACCOUNTING

Section II: WATER USE DATA FOR SERVICE AREA

A 1 Amount of water use for previous five years (in 1,000 gal.):

Year	2019	2020	2021	2022	2023
January	37,309	58,334	59,290	72,957	76,699
February	40,652	49,663	60,608	53,361	55,732
March	42,731	50,309	48,031	56,356	62,017
April	46,482	61,247	61,499	65,509	67,053
May	52,609	66,296	55,036	88,308	73,425
June	60,801	81,638	63,835	114,015	94,307
July	78,346	92,115	80,484	112,381	106,065
August	80,703	83,479	77,714	94,516	120,433
September	84,819	62,208	85,810	70,101	66,333
October	69,671	67,388	72,624	87,722	93,998
November	47,365	66,376	61,637	68,121	68,725
December	56,244	55,950	51,586	50,716	35,999
TOTAL	697,732	795,003	778,154	934,063	920,786

A 2 Amount of water (in 1,000 gallons) delivered (sold) as recorded by the following account types

Yr	Residential	Commercial	Institutional	Wholesale	Other	Total Sold
19	418,200	19,174	4,287	n/a	0	441,661
20	479,756	43,827	2,219	n/a	0	525,802
21	522,931	40,812	2,723	n/a	0	566,466
22	670,890	55,733	3,590	n/a	0	730,213
23	672,189	51,247	7,534	n/a	0	730,970

A 3 List previous five years records for water loss

Year	Amount (gal)
2019	247,254,900
2020	266,525,416
2021	209,425,806
2022	201,765,280
2023	188,087,347

Average: 222,611,750

% Loss: 27%

A 4 List previous five years records for annual peak-to-average daily use ratio

Year	Average MGD	Peak MGD	Ratio
2019	1.911	3.620	1.89
2020	2.178	3.546	1.63
2021	2.132	3.561	1.67
2022	2.56	5.964	2.33
2023	2.522	5.230	2.07

CITY OF GLENN HEIGHTS, TEXAS
MUNICIPAL WATER CONSERVATION PLAN: WATER ACCOUNTING

A 5 Total per capita water use for previous five years

Year	Population	Total Diverted (gallons)*	Per Capita (gpcd)	* (or treated, less wholesale sales. Assumes previous total population references).
2019	12,336	697,732,000	155	
2020	15,000	795,003,000	145	
2021	16,426	778,154,000	130	
2022	18,090	934,063,000	141	
2023	18,718	920,786,000	135	5-Year ave: 141 gallons per capita per day

B Projected Water Demands:

Year	Projected Population	Projected water use (1,000 gal.)
2024	19,709	1,377,161
2025	20,452	1,017,099
2026	21,160	1,067,954
2027	21,892	1,121,351
2028	22,649	1,177,419
2029	23,433	1,236,290
2030	24,244	1,298,104
2031	25,083	1,363,010
2032	25,951	1,431,160
2033	26,849	1,502,718



SECTION III: WATER SUPPLY SYSTEM

A Current water supply sources and the amounts available with each:

Type	Source	Amount Available (MGD)
Surface water	n/a	n/a
Groundwater	0	0
Contracts	4.61	4.61
Other	n/a	n/a

Total MGD:	4.61
Percent GW:	0

B Treatment & distribution system:

	Parameter	MGD
1	Design capacity of the system	4.61
2a	Storage capacity elevated	1.0
2b	Storage capacity ground	1.0

CITY OF GLENN HEIGHTS, TEXAS
MUNICIPAL WATER CONSERVATION PLAN: WATER ACCOUNTING

3 If surface water, do you recycle backwash to the head of the plant?

YES: **n/a**

NO: **n/a**

(check one)

4 Please describe the water system. Include the number of treatment plants, wells, and storage tanks. If possible, include a sketch of the system layout.

See Section 3.0 of the narrative section of this Plan.

SECTION IV: WASTEWATER UTILITY SYSTEM

Wastewater treatment is not Provided by the City of Glenn Heights

A 1 Design cap, WWTP: N/A MGD

AN ORDINANCE OF THE CITY OF GLENN HEIGHTS, TEXAS

ORDINANCE NO. O-10-24

AN ORDINANCE OF THE CITY OF GLENN HEIGHTS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING AND UPDATING THE CITY'S WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the water conservation and drought contingency plan of the City of Glenn Heights, Texas, have been adopted and are consolidated in Article 13.03 of Chapter 13, "Utilities," of the Code of Ordinances, City of Glenn Heights, Texas; and

WHEREAS, the Texas Commission on Environmental Quality ("TCEQ"), pursuant to Texas Water Code §13.146, must require retail public utilities that provide potable water service to 3,300 or more connections to submit to the Texas Water Development Board ("TWDB") a water conservation plan based on specific targets and goals developed by the retail public utility and using appropriate best management practices, or other water conservation strategies; and

WHEREAS, the Texas Commission on Environmental Quality (TCEQ) requires municipalities to review and adopt their water conservation and drought contingency plan every five (5) years; and

WHEREAS, the City Council has determined that amendment of the water conservation and drought contingency plan set forth in the Code of Ordinances is in the best interest of the citizens of the City of Glenn Heights and serves the general welfare and should be approved.

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

SECTION 1. The Drought Contingency Plan set forth in Exhibit "A," attached hereto and incorporated herein by reference, is hereby adopted as the Glenn Heights Drought Contingency Plan for the City of Glenn Heights, and, where in conflict, replaces and amends the provisions of the Water Conservation and Drought Contingency Plan set forth in Article 13.03 of Chapter 13 of the Code of Ordinances, City of Glenn Heights, Texas.

SECTION 2. The City Manager and the Director of Public Works, and those to whom either may delegate such authority, are hereby authorized to take such action as is reasonable and necessary to implement and enforce the policies, programs, and goals set forth in the Drought Contingency Plan adopted herein.

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

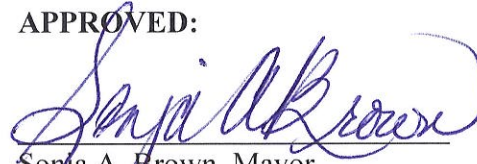
other provisions of the ordinances of the city not in conflict with the provisions of this ordinance shall remain in full force and effect.

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 4TH DAY OF JUNE 2024.

APPROVED:


Sonja A. Brown, Mayor

ATTEST:


Brandi Brown, City Secretary

APPROVED AS TO FORM:


David Berman, City Attorney

City of Glenn Heights, Texas
Water and Wastewater Rate
Water Rates

	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>
Residential Inside			
<u>Minimum Charge</u>			
3/4" or less	\$ 20.83	\$ 23.02	\$ 25.44
1"	52.08	57.56	63.61
1.5"	104.16	115.11	127.21
2"	166.65	184.17	203.53
3"	312.48	345.33	381.63
4"	520.75	575.50	636.00
Volumetric Charge			
0 - 5,000	\$ 2.24	\$ 2.24	\$ 2.24
5,001 - 15,000	3.36	3.36	3.36
15,001+	5.04	5.04	5.04
Residential Outside			
<u>Minimum Charge</u>			
3/4" or less	\$ 28.40	\$ 31.38	\$ 34.67
1"	70.99	78.44	86.66
1.5"	141.99	156.89	173.34
2"	227.17	251.01	277.33
3"	425.93	470.62	519.96
4"	710.00	784.50	866.75
Volumetric Charge			
0 - 5,000	\$ 3.15	\$ 3.15	\$ 3.15
5,001 - 15,000	4.73	4.73	4.73
15,001+	7.10	7.10	7.10
Commercial Inside			
<u>Minimum Charge</u>			
3/4" or less	\$ 20.83	\$ 23.02	\$ 25.44
1"	52.08	57.56	63.61
1.5"	104.16	115.11	127.21
2"	166.65	184.17	203.53
3"	312.48	345.33	381.63
4"	520.75	575.50	636.00
Volumetric Charge			
0 - 5,000	\$ 2.24	\$ 2.24	\$ 2.24
5,001 - 15,000	3.36	3.36	3.36
15,001+	5.04	5.04	5.04

City of Glenn Heights, Texas
Water and Wastewater Rate
Water Rates

	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>
Commercial Outside			
<u>Minimum Charge</u>			
3/4" or less	\$ 28.40	\$ 31.38	\$ 34.67
1"	70.99	78.44	86.66
1.5"	141.99	156.89	173.34
2"	227.17	251.01	277.33
3"	425.93	470.62	519.96
4"	710.00	784.50	866.75
 <u>Volumetric Charge</u>			
0 - 5,000	\$ 3.15	\$ 3.15	\$ 3.15
5,001 - 15,000	4.73	4.73	4.73
15,001+	7.10	7.10	7.10
 RV Park			
<u>Minimum Charge</u>			
3/4" or less	\$ 20.83	\$ 23.02	\$ 25.44
1"	52.08	57.56	63.61
1.5"	104.16	115.11	127.21
2"	166.65	184.17	203.53
3"	312.48	345.33	381.63
4"	520.75	575.50	636.00
 <u>Volumetric Charge</u>			
0 - 5,000	\$ 2.24	\$ 2.24	\$ 2.24
5,001 - 15,000	3.36	3.36	3.36
15,001+	5.04	5.04	5.04
 City Water			
<u>Minimum Charge</u>			
3/4" or less	\$ -	\$ -	\$ -
1"	-	-	-
1.5"	-	-	-
2"	-	-	-
3"	-	-	-
4"	-	-	-
 <u>Volumetric Charge</u>			
All	\$ -	\$ -	\$ -

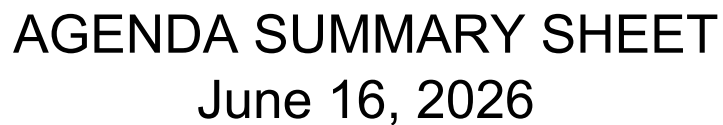
City of Glenn Heights, Texas
Water and Wastewater Rate Study
Water Rates

	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>
Residential Irrigation			
<u>Minimum Charge</u>			
3/4" or less	\$ 10.42	\$ 11.51	\$ 12.72
1"	26.02	28.74	31.76
1.5"	52.07	57.52	63.57
2"	83.29	92.00	101.67
3"	156.19	172.53	190.67
4"	260.50	287.75	318.00
 <u>Volumetric Charge</u>			
0 - 5,000	\$ 3.67	\$ 3.67	\$ 3.67
5,001 - 15,000	5.51	5.51	5.51
15,001+	8.27	8.27	8.27
 Commercial Irrigation			
<u>Minimum Charge</u>			
3/4" or less	\$ 10.42	\$ 11.51	\$ 12.72
1"	26.02	28.74	31.76
1.5"	52.07	57.52	63.57
2"	83.29	92.00	101.67
3"	156.19	172.53	190.67
4"	260.50	287.75	318.00
 <u>Volumetric Charge</u>			
0 - 5,000	\$ 3.67	\$ 3.67	\$ 3.67
5,001 - 15,000	5.51	5.51	5.51
15,001+	8.27	8.27	8.27
 City Irrigation			
<u>Minimum Charge</u>			
3/4" or less	\$ -	\$ -	\$ -
1"	-	-	-
1.5"	-	-	-
2"	-	-	-
3"	-	-	-
4"	-	-	-
 <u>Volumetric Charge</u>			
All	\$ -	\$ -	\$ -



Presentation and discussion regarding electric utility service reliability, outage tracking practices, infrastructure capacity, and mitigation efforts by Oncor Electric Delivery and HILCO Electric Cooperative. (Council Member Nelda Washington)

[illegible]



Presentation and discussion regarding recent Loop 9 Project updates. (Council Member Nelda Washington)

[illegible]



Discussion and take action to approve Resolution R-24-26, a Resolution of the City Council of the City of Glenn Heights, Texas, affirming the appointment of a shared Board Member with the cities of Garland and Rowlett to serve on the Dallas Area Rapid Transit (DART) Board as provided in Section 452 of the Texas Transportation Code; and providing for an effective date. (Clifford Blackwell, City Manager)

[illegible]

Mark C. Enoch
1805 Faulkner Dr
Rowlett, TX 75088

May 26, 2026

Honorable Sonja A. Brown, Mayor (and Council Members)
City of Glenn Heights, Texas
1938 S. Hampton Road
Glenn Heights, TX 75154

Also to: sonja.brown@glennheightstx.gov

Re: Dallas Area Rapid Transit director appointment

Dear Mayor Brown and Honorable Council Members,

As you know, I have had the privilege of serving as your representative to the DART Board of Directors for many years. It is an honor that I cherish and do not take for granted. I spend my time working on what DART can do better, and specifically for the citizens of Glenn Heights.

As a member of the Board, I serve two year terms. The last time you kindly appointed me to serve was July of 2024 and thus, it is time to once again decide on who you want to serve in this position. This decision should be made quickly with your resolution forwarded to DART no later than the end of July.

As you know, over the past year and a half, the Board had many rounds of discussions with local mayors and city managers about how the Board can be more effective for the member cities. The Board then approved a plan that, with the assistance of member cities, we will propose to the next legislature. In that proposal, Glenn Heights would have its own seat on the Board, not sharing it with Garland and Rowlett as it now does.

Until the next legislature acts, I ask that you reappoint me to serve on your behalf and then, when the city obtains its own seat, my service for Glenn Heights would end.

Thank you for the opportunity to serve Glenn Heights and I hope it will continue for a short time longer.

Sincerely,



Mark C. Enoch

CITY OF GLENN HEIGHTS, TEXAS
RESOLUTION R-24-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, AFFIRMING THE APPOINTMENT OF A SHARED BOARD MEMBER WITH THE CITIES OF GARLAND AND ROWLETT TO SERVE ON THE DALLAS AREA RAPID TRANSIT ("DART") BOARD AS PROVIDED IN SECTION 452 OF THE TEXAS TRANSPORTATION CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 452 of the Texas Transportation Code provides for the appointment of Board Members to DART; and

WHEREAS, the City Council of the City of Glenn Heights has duly considered candidates for the fractional allocation for a shared member with the Cities of Garland and Rowlett; and

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

SECTION 1. The City of Glenn Heights does hereby affirm and cast its fractional allocation vote for the appointment of _____ as the DART Board Member shared by and representing the Cities of Glenn Heights, Garland, and Rowlett for a two-year term.

SECTION 2. This Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Glenn Heights, Texas, this the 16th day of June, 2026.

ATTEST:

APPROVED:

Brandi Brown, City Secretary

Sonja A. Brown, Mayor

APPROVED AS TO FORM:

Kellie McKee, City Attorney



Discussion and take action to approve Resolution R-27-26, expressing support for reform of the Dallas Area Rapid Transit Authority Board Governance structure and requesting State Legislative action to implement a new governance structure. (Clifford Blackwell, City Manager)

[illegible]

Dallas Proposal for DART Board Governance - 2/5/26

		Original Working Group Framework		Modified Frameworks						
City	2025 DART Board Seats Apportionment	Original Number of Seats	Original Percentage of Vote	Irving Proposal Vote Weight	Irving Proposal Percentage of Vote	Dallas Proposal Number of Seats	Dallas Proposal Vote Weight	Dallas Proposal Percentage of Vote	Percentage of DART 2025 Pop	Percentage of FY 2025 Sales Tax
Addison	0.10	1	4.00%	0.25	1.25%	1	0.44	2.00%	0.68%	1.89%
Carrollton	0.77	1	6.00%	1.5	7.50%	1	1.38	6.25%	5.18%	5.56%
Cockrell Hill	0.02	1	4.00%	0.25	1.25%	1	0.44	2.00%	0.14%	0.07%
Dallas	7.86	5	40.00%	8.75	43.75%	7	9.90	45.00%	52.37%	48.30%
Farmers Branch	0.23	1	4.00%	0.5	2.50%	1	0.44	2.00%	1.51%	2.66%
Garland	1.43	2	8.00%	2	10.00%	2	2.09	9.50%	9.53%	5.75%
Glenn Heights	0.11	1	4.00%	0.25	1.25%	1	0.44	2.00%	0.76%	0.14%
Highland Park	0.05	1	4.00%	0.25	1.25%	1	0.44	2.00%	0.33%	1.02%
Irving	1.51	2	8.00%	2	10.00%	2	2.09	9.50%	10.06%	12.57%
Plano	1.70	2	8.00%	2	10.00%	2	2.09	9.50%	11.31%	14.22%
Richardson	0.70	1	6.00%	1.5	7.50%	1	1.38	6.25%	4.65%	5.98%
Rowlett	0.38	1	4.00%	0.5	2.50%	1	0.44	2.00%	2.53%	1.07%
University Park	0.14	1	4.00%	0.25	1.25%	1	0.44	2.00%	0.95%	0.77%
	15.00	20	104.00%	20	100.00%	22	22	1	100.00%	100.00%

Green:

Proposed framework increases representation based on this metric

Red:

Proposed framework decreases representation based on this metric

CITY OF GLENN HEIGHTS, TEXAS
RESOLUTION NO. R-27-26

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GLENN HEIGHTS, TEXAS, EXPRESSING SUPPORT FOR REFORM OF
THE DALLAS AREA RAPID TRANSIT AUTHORITY BOARD
GOVERNANCE STRUCTURE AND REQUESTING STATE
LEGISLATIVE ACTION TO IMPLEMENT A NEW GOVERNANCE
STRUCTURE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Dallas Area Rapid Transit Authority (“DART”) was created more than 40 years ago in 1983 to provide regional public transportation services to its member cities; and

WHEREAS, DART currently provides regional transportation services to its 13 member cities, including the cities of Addison, Carrollton, Cockrell Hill, Dallas, Farmers Branch, Garland, Glenn Heights, Highland Park, Irving, Richardson, Rowlett, Plano, and University Park (“Member Cities”); and

WHEREAS, the on September 4, 2025, the North Central Texas Council of Governments (“NCTCOG”) and the North Texas Commission (“NTC”) convened a working group (the “Working Group”) consisting of representatives from DART and all Member Cities; and

WHEREAS, the city managers of Dallas, Garland, Irving, Plano, Richardson, and Rowlett formed a subcommittee to study DART board governance issues relating to the representation of Member Cities, and the subcommittee held multiple meetings from September 2025 through November 2025; and

WHEREAS, on February 5, 2026, the Working Group unanimously recommended, subject to approval by the Member Cities’ city councils, a proposed framework to amend the governance structure of the DART board; and

WHEREAS, the proposed framework provides that each Member City shall have at least one (1) board seat; that no individual Member City shall hold a majority of votes; that the largest Member City shall hold not more than fifty (50) percent and not less than forty (40) percent of the votes; that the largest Member City shall hold not less than seven (7) seats; and that each Member City shall have a voting strength reflective of its population relative to the total population of all DART Member Cities; and

WHEREAS, implementation of these changes would require legislative action to amend the applicable state law; and

WHEREAS, the City Council recognizes the value of the Working Group’s unanimous recommendation to reform the DART board structure and to ensure that Member Cities are distinctively represented; and

WHEREAS, the City Council finds it in the best interest of its residents and businesses to adopt the DART governance recommendation of the Working Group and request that the Texas Legislature amend Chapter 452 of the Texas Transportation Code to enact the recommendation.

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

SECTION 1 That the above findings are true and correct and are hereby approved by the City Council of the City of Glenn Heights, Texas and incorporated herein.

SECTION 2. That the City Council of the City of Glenn Heights, Texas hereby supports the recommendation to amend the DART board governance structure, as proposed by the Working Group convened by the North Central Texas Council of Governments (NCTCOG) and the North Texas Commission (NTC), and the submission to the Texas Legislature of legislation to revise Chapter 452 of the Texas Transportation Code to implement the revisions to the DART governance structure to meet the needs of current Member Cities.

SECTION 3: That this Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Glenn Heights, Texas, on this the 16th day of July, 2026.

CITY OF GLENN HEIGHTS, TEXAS

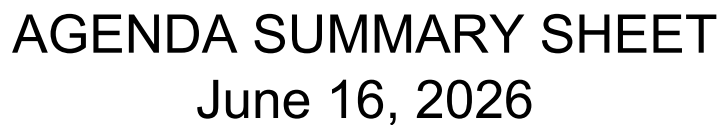
Sonja A. Brown, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Kellie L. McKee, City Attorney



Discussion regarding the Annual Uniform Step Payment Plan to provide a consistent and equitable structure for employee salary progression, including the City Council Agenda establishment of a universal step date, eligibility and proration guidelines for new hires, and performance-based advancement requirements. (Jaynice Porter-Brathwaite, Human Resources Director)

[illegible]



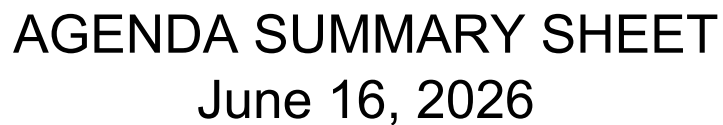
Discussion and take action on City Council Member Places 3 and 5 appointing one ember to the Citizens Police Advisory Committee for a term beginning June 16, 2026. (Dr. Glynell Horn, Chief of Police)

[illegible]



Discussion and take action to extend the terms of office for Zoning Board of Adjustment Members Ira Tate (Place 2), BranDee Hopgood (Place 4), and Thomas Spigener (Alternate 2), whose terms expired on April 30, 2026, and to extend the terms of office for Planning and Zoning Commissioners Shaleese Neugent (Place 2) and Brodrick K. Rhodes (Place 5), whose terms are set to expire on June 30, 2026. (Council Member Shaunte Allen)

[illegible]



Presentation and discussion regarding the May 2026 Financial Reports. (Sherry Roberts, Finance Director)

[illegible]

CITY OF GLENN HEIGHTS MAY 2026 FINANCIAL SUMMARY



SHERRY ROBERTS, MPA, CGFO
FINANCE DIRECTOR
JUNE 16, 2026

Property Tax Comparison



Total Property Tax Budget: \$9,437,305

YTD Actual: \$9,400,942

YTD Budget Percentage: 99.61%

Sales Tax Comparison



Month of May 2026

Budget: \$90,130 Actual: **\$135,915**

MTD Difference v. Budget 0.0%

(Based on a rolling 3-year average collection)

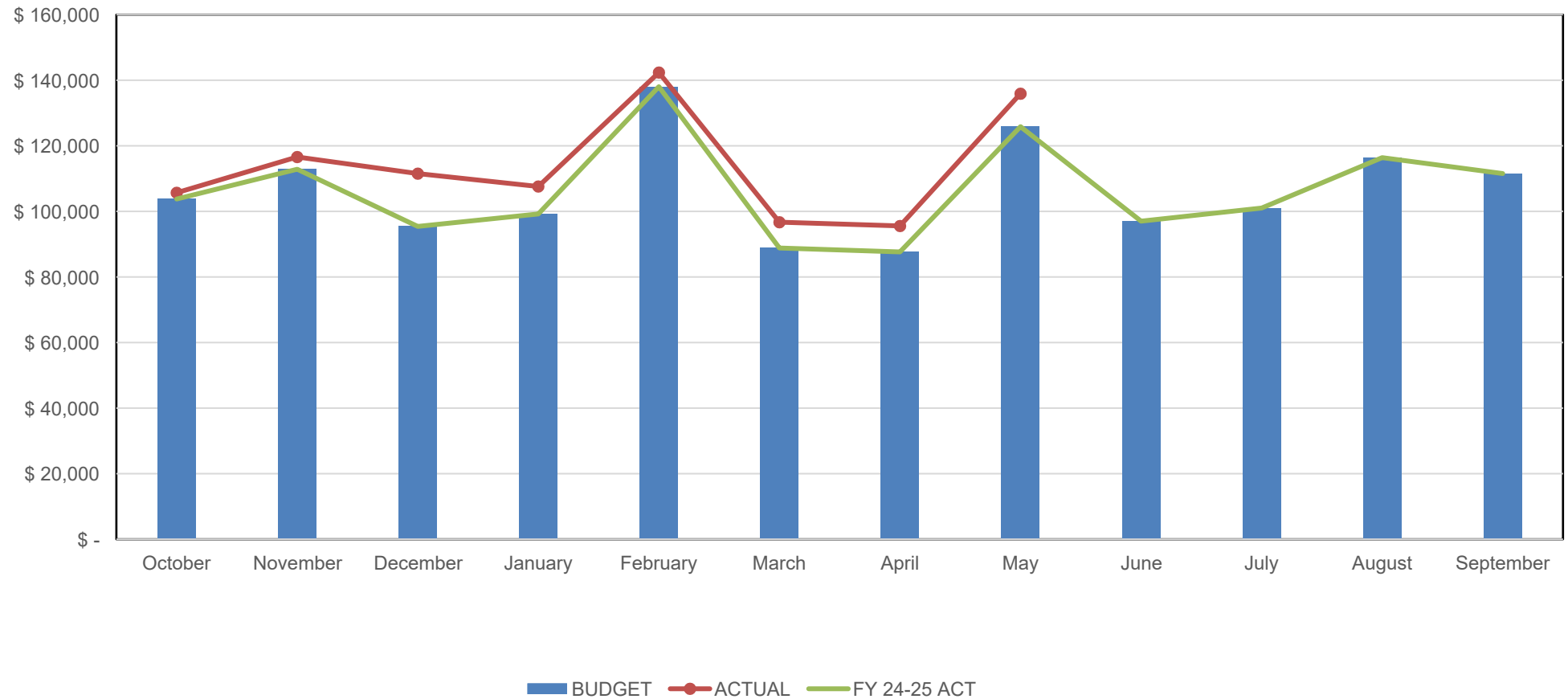
YTD

Budget: \$1,300,000

Actual: **\$912,188**

Budget Actual: **70.17%**

Comparison of Budgeted Sales Tax to Actual



General Fund Revenues/Expenditures



Budget YTD: 66.67%

Total **Revenues** Budgeted: \$15,005,562

YTD Actual: \$13,825,259

Budget Actual: **92.13%**

Total **Expenditures** Budgeted: \$15,675,838

YTD Actual: \$9,451,821

Budget Actual: **60.30%**

General Fund Revenues



DEPARTMENT	BUDGET	YTD	BUDGET VARIANCE %
PROPERTY TAXES	\$ 9,437,305	\$ 9,400,942	99.61%
FRANCHISE FEES	655,000	511,892	78.15%
SALES TAXES	1,300,000	912,188	70.17%
CHARGE FOR SERVICES	1,820,757	1,235,314	67.85%
PERMITS AND FEES	626,800	573,991	91.57%
RECREATION	213,700	131,235	61.41%
COURT FINES	242,000	193,384	79.91%
INTEREST	550,000	572,693	104.13%
MISCELLANEOUS	35,000	22,800	65.14%
DONATION FROM GHHFC CO. DEV.	125,000	270,819	216.66%
TOTAL REVENUES	\$ 15,005,562	\$ 13,825,259	92.13%

General Fund Expenditures



DEPARTMENT		BUDGET		YTD	BUDGET VARIANCE %
CITY COUNCIL	\$	450,100	\$	177,048	39.34%
CITY MANAGER		585,070		380,474	65.03%
ADMINISTRATION		93,576		38,880	41.55%
CITY SECRETARY		323,396		149,752	46.31%
HUMAN RESOURCES		429,333		365,439	85.12%
INFORMATION TECHNOLOGY		632,641		419,250	66.27%
COMMUNITY ENGAGEMENT		237,144		134,588	56.75%
FINANCE		479,961		361,563	75.33%
MUNICIPAL COURT		224,262		157,745	70.34%
FIRE		3,261,840		2,257,997	69.22%
POLICE		4,571,976		2,663,463	58.26%
STREETS		2,937,021		1,621,587	55.21%
ECONOMIC DEVELOPMENT		68,450		38,901	56.83%
PLANNING		461,296		273,135	59.21%
PARKS & RECREATION		639,787		296,981	46.42%
GROUNDS MAINTENANCE		279,985		115,020	41.08%
TOTAL EXPENDITURES	\$	15,675,838	\$	9,451,823	60.30%

General Fund-Fund Balance Summary

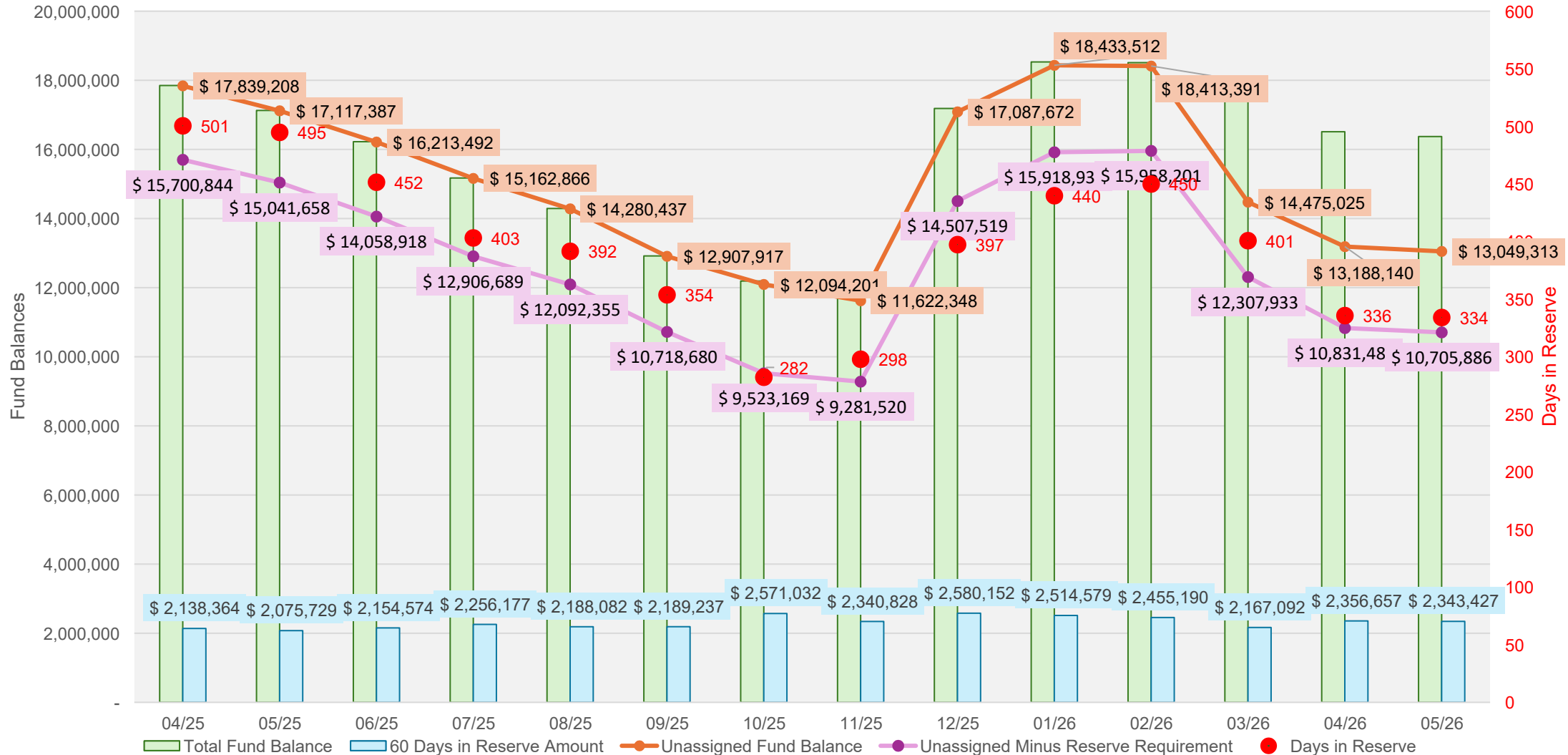


	FY 2025 - 2026		FY 2024 - 2025	
General Fund	Budget	Actual/YTD	Budget	Actual/YTD
Beginning Fund Balance	\$12,937,100	\$12,006,112	\$8,541,761	\$8,546,915
Total Revenues	\$15,005,562	\$13,825,259	\$13,825,760	\$12,789,413
Total Expenditures	(15,675,838)	(9,451,821)	(14,202,074)	(8,737,857)
Total Revenues Over (Under) Exp.	(\$670,277)	\$4,373,437	(\$376,315)	\$4,051,556
Other Financing Sources (Use)				
Transfer to Fund 410 Capital	-	(90,617)	-	-
Transfer to Veteran's Memorial Fund	-	(77)	-	-
Transfer from 911 Wireless Fund	69,000	46,000	69,000	46,000
Transfer from Utility Fund	15,000	10,000	15,000	10,000
Charge for city-wide service	6,000	4,000	6,000	4,000
Transfer from Court Security	20,000	13,333	20,000	13,333
Transfers from Drainage Fund	15,775	10,517	15,775	10,517
Transfer to State Seizure Fund	-	-	-	(2,678)
Net Change	(544,502)	4,366,595	(250,540)	4,132,728
Less Nonspendable Funds	(9,664.00)	(3,323,393.00)	(10,000.00)	(10,000.00)
Ending Unassigned Fund Balance	\$12,382,934	\$13,049,314	\$8,281,221	\$12,669,644
Days in Reserve	288	334	213	351

GENERAL FUND – FUND BALANCE HISTORY



General Fund - One Year Fund Balance History



Water & Sewer Fund Revenues/Expenditures



Budget YTD: 66.67%

Total *Revenues* Budgeted: \$10,652,200

YTD Actual: \$6,576,134

Budget Actual: 61.7%

Total *Expenditures* Budgeted: \$10,426,767

YTD Actual: \$6,224,773

Budget Actual: 59.7%

Water & Sewer Fund-Statement of Net Position Summary

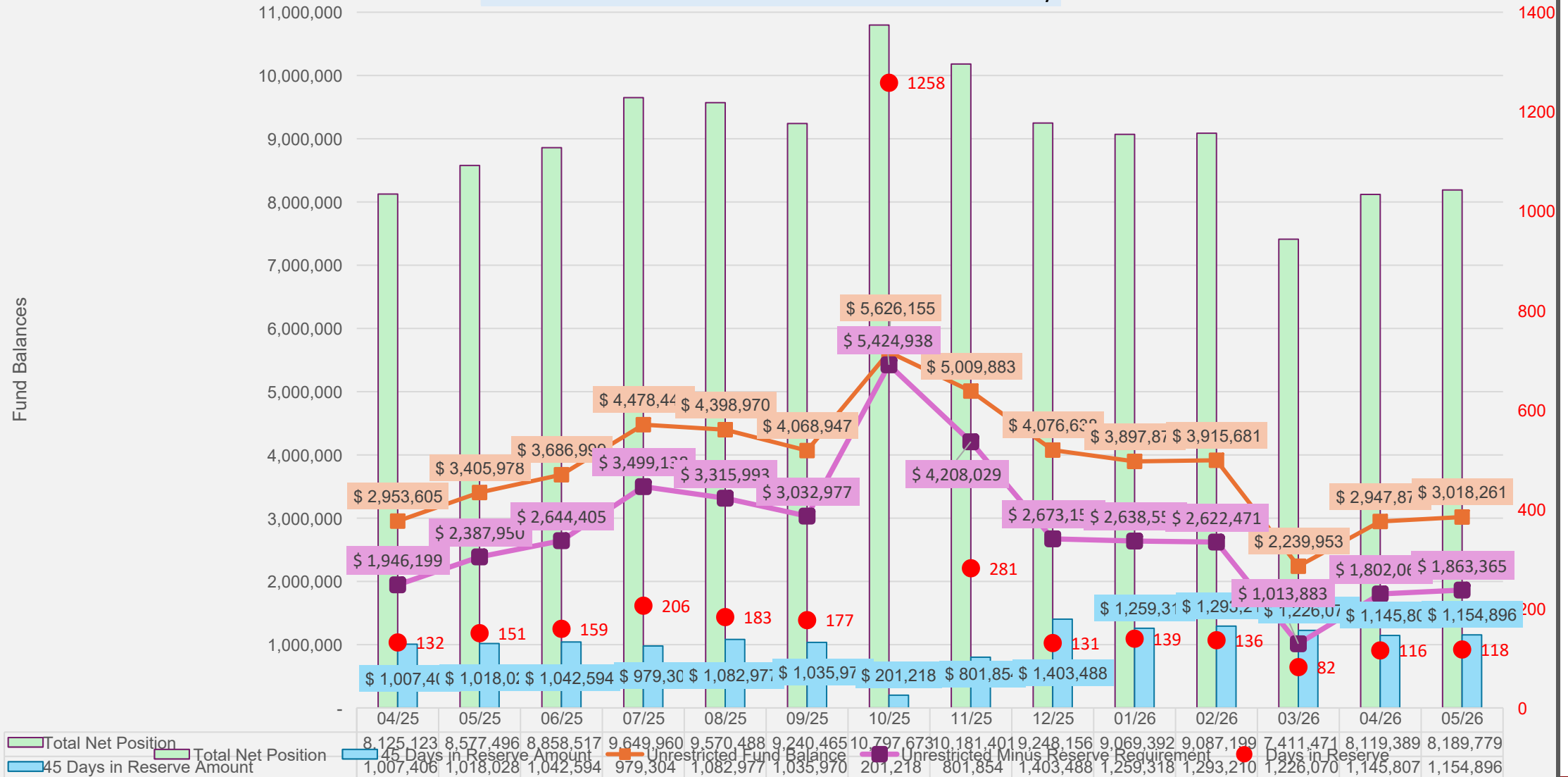


	Budget	Actual/YTD	Budget Variance %
Water Sewer Fund Beginning Net Position	<u>\$4,721,306</u>	<u>\$2,892,060</u>	<u></u>
Total Revenues	\$10,652,200	\$6,576,134	61.73%
Total Expenditures	<u>(10,426,767)</u>	<u>(6,224,773)</u>	59.70%
Total Revenues Over (Under) Exp.	<u>\$225,433</u>	<u>\$351,361</u>	
Other Funding Sources (Use)	-	-	
Debt Service Bond Payments	<u>(225,161)</u>	<u>(225,161)</u>	100.00%
Net Change	<u>272</u>	<u>126,200</u>	
Ending Unassigned Net Position	<u><u>\$4,721,578</u></u>	<u><u>\$3,018,260</u></u>	
Days in Reserve	162	118	



WATER & SEWER FUND – NET POSITION HISTORY

Water & Sewer Fund - One Year Fund Balance History



Drainage Fund Revenues/Expenditures



Budget YTD: 66.67%

Total **Revenues** Budgeted: \$471,420

YTD Actual: \$304,229

Budget Actual: **64.53%**

Total **Expenditures** Budgeted: \$728,196

YTD Actual: \$263,303

Budget Actual: **36.16%**

Drainage Fund - Statement of Net Position Summary

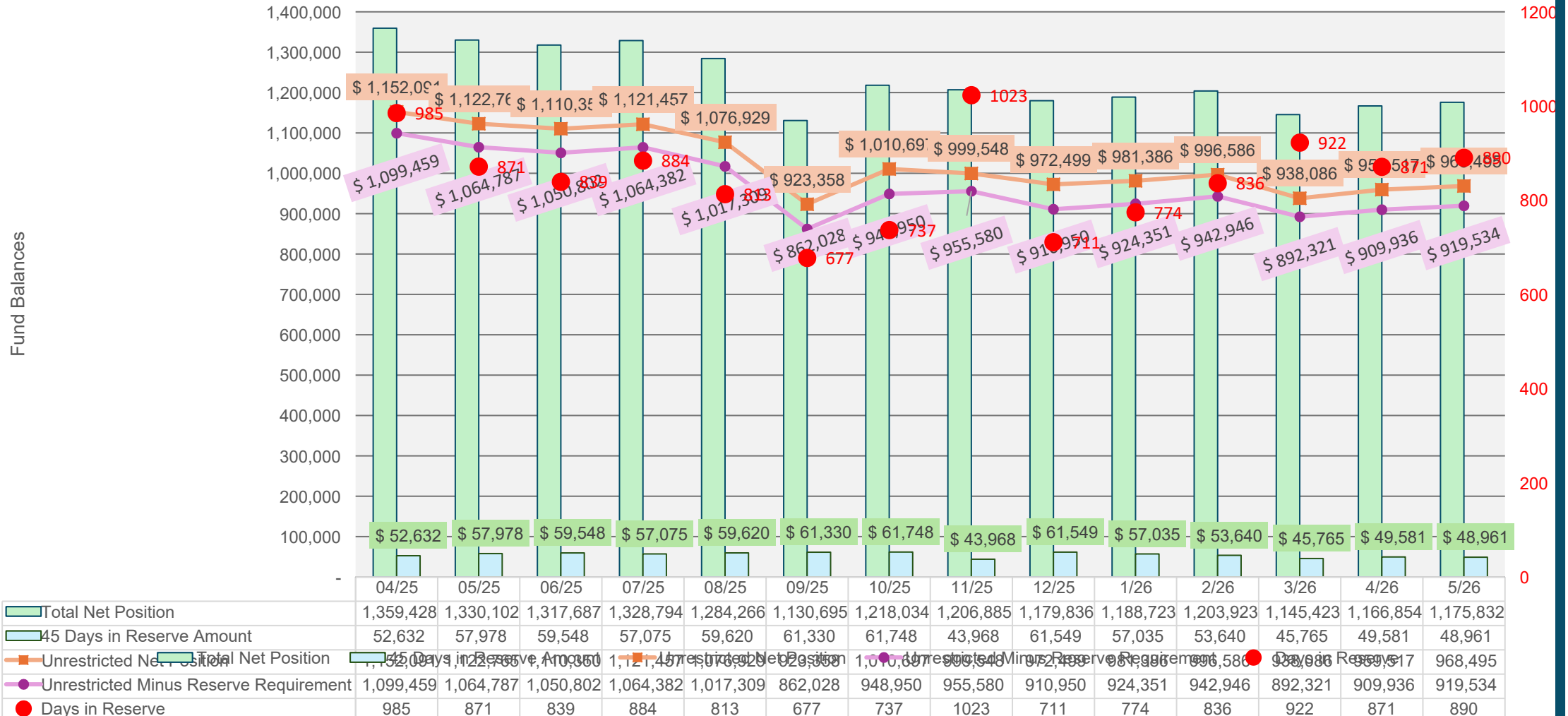


Drainage Fund	Budget	Actual/YTD	Budget Variance %
Beginning Net Position	<u>\$1,000,964</u>	<u>\$938,086</u>	<u></u>
Total Revenues	\$471,420	\$304,229	64.53%
Total Expenditures	<u>(728,196)</u>	<u>(263,303)</u>	<u>36.16%</u>
Total Revenues Over (Under) Exp.	<u>(\$256,776)</u>	<u>\$40,926</u>	<u></u>
Other Funding Sources (Uses)			
Operating Transfers (Out)	<u>(15,775)</u>	<u>(10,517)</u>	<u>66.67%</u>
Net Change	<u>(272,551)</u>	<u>30,409</u>	<u></u>
Ending Unassigned Net Position	<u><u>\$728,413</u></u>	<u><u>\$968,494</u></u>	<u><u></u></u>
Days in Reserve	365	890	

DRAINAGE FUND – FUND BALANCE HISTORY



Stormwater Drainage Fund - Fund Balance History



Other Funds Summary



<u>FUND</u>	<u>BUDGET</u> <u>EXPEND</u>	<u>ACTUAL</u> <u>EXPEND</u>	<u>EST. FUND</u> <u>BALANCE</u>
200-COURT TECHNOLOGY	\$ 4,000	\$ 1,877	\$ 18,819
201-COURT SECURITY	\$ 20,000	\$ 15,647	\$ 22,650
205-E911 FUND	\$ 69,000	\$ 46,000	\$ 282,798
215-STREET IMPACT FEES	\$ 2,600,000	\$ -	\$ 1,617,462
230-PARK FEES	\$ -	\$ -	\$ 985,005
250-OPERATING GRANTS FUND	\$ 6,982,337	\$ 13,980	\$ 602,267
251-ARPA FUND	\$ 1,900,000	\$ 108,514	\$ 80,006
300-DEBT SERVICE FUND	\$ 1,276,250	\$ 1,116,290	\$ 244,757
403-2016 GO BOND	\$ 2,849,521	\$ 1,915,522	\$ 2,153,092
406-VEHICLE REPLACEMENT FUND	\$ -	\$ -	\$ 25,201
410-RESERVED FOR CAPITAL PROJECTS	\$ 1,384,847	\$ 232,917	\$ 4,697,065
515-WATER SEWER IMPACT FUND	\$ 1,587,084	\$ 13,980	\$ 5,173,366

Finance Department Update



- Investment Pools' Average Monthly Interest Rates for May 2026:
 - Texas Connect – 3.7900
 - LOGIC – 3.7475%
 - TexStar– 3.5974%

QUESTIONS?



COMMENTS

**GENERAL FUND
FOR THE MONTH ENDED MAY 31, 2026**

**Summary
Revenues & Expenditures - Budget & Actual**

General Fund - Fund
Balance as of May 31,
2026 is $\approx$ \$13,049,313

334 days of reserves
as of May 31, 2026

PROPERTY TAX REVENUE

Property Tax received for May was \$27,907 or $\approx$.3% of the budget. The majority of property taxes is received in December of every year.

SALES TAX REVENUE

Sales Tax received for May was \$135,915 or $\approx$ 10.5% of the budget. This is an increase of \$10,026 ($\approx$ 8.0%) from May 2025.

INTEREST REVENUE

Interest received for May was \$75,773 or $\approx$ 13.78% of the budget. This is a decrease of \$1,184 ($\approx$ 1.5%) from May 2025.

SUMMARY OF GENERAL FUND REVENUES (66.67% of FY)

	<u>Original Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Budget %</u>
<u>TOTAL REVENUES:</u>	\$ 15,005,562	\$ 928,359	\$ 13,825,259	92.13%

	<u>Original Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Budget %</u>
<u>Property Tax :</u>	\$ 9,437,305	\$ 27,907	\$ 9,400,942	99.61%

Property taxes are due in January and become delinquent after January 31st.

	<u>Original Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Budget %</u>
<u>Sales Tax:</u>	\$ 1,300,000	\$ 135,915	\$ 912,188	70.17%

	<u>Original Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Budget %</u>
<u>Franchise Fees:</u>	\$ 655,000	\$ 12,395	\$ 511,892	78.15%

Franchise fees are paid to the City annually, quarterly, and monthly depending on the type of franchise. Individual sources are listed below

Type	<u>Pay Cycle</u>	<u>Original Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Budget %</u>
Electric	Oncor pays annually; Hilco pays quarterly	275,000	-	228,808	83.20%
Telephone	AT&T pays annually; all others quarterly	5,000	7	2,948	58.96%
Gas	Atmos pays annually in March	165,000	-	168,766	102.28%
Cable	All pay quarterly	65,000	-	15,181	23.35%
Garbage	Pays quarterly on commercial roll offs	25,000	2,389	16,189	64.76%
Water/WW	Paid monthly	120,000	10,000	80,000	66.67%
TOTAL:		\$ 655,000	\$ 12,395	\$ 511,892	78.15%

	<u>Original Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Budget %</u>
Permits & Fees:	\$ 626,800	\$ 180,397	\$ 573,991	91.57%

Permits include building permits, garage sale permits, trade, and other

	<u>Account #</u>	<u>Name</u>	<u>Original Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Budget %</u>
	100-44300-53-00000	Building Permit Fees	280,000	13,643	76,070	27.17%
	100-44301-53-00000	Miscellaneous Permits	25,000	15,256	57,388	229.55%
	100-44302-53-00000	Backflow and Irrigation Permits	15,000	2,740	14,594	97.29%
	100-44305-53-00000	Plan Review	180,000	6,570	46,601	25.89%
	100-44306-53-00000	Zoning Fees	10,000	17,556	45,046	450.46%
	100-44320-53-00000	Plats	6,000	4,375	15,400	256.67%
	100-44322-53-00000	Demolition Fee	-	-	600	0.00%
	100-44325-53-00000	Trade Permits	75,000	4,413	31,754	42.34%
	100-44330-53-00000	License Registration	12,000	112,290	263,134	2192.78%
	100-44332-53-00000	Rental Registration	8,000	2,450	14,058	175.72%
	100-44334-53-00000	Sign Permits	-	-	2,300	100.00%
	100-44335-53-00000	Food Service	15,000	1,106	6,987	46.58%
	100-44345-53-00000	Garage Sale Permits	800	-	60	7.50%
TOTAL:			\$ 626,800	\$ 180,397	573,991	91.57%

	<u>Original Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Budget %</u>
Charges for Services:	\$ 1,820,757	\$ 174,426	\$ 1,235,314	67.85%

Charges for services consists of tower rental, ambulance fees, sanitation fees, resource officer fees, and other miscellaneous charges. Individual resource officer fees, and other miscellaneous charges. Individual revenue sources are listed below:

	<u>Account #</u>	<u>Name</u>	<u>Original Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Budget %</u>
	100-44504-00-00000	Tower Rental	53,000	5,303	39,084	73.74%
	100-44502-30-00000	Ambulance	408,375	50,968	294,556	72.13%
	100-44514-32-00000	Police Reports	2,000	-	1,148	57.40%
	100-44570-32-00000	Resource Officer	154,382	-	27,666	17.92%
	100-44581-32-00000	Animal Services	3,000	-	2,210	73.67%
	100-48811-32-00000	Animal Control Donations	-	-	115	100.00%
	100-48824-30-00000	Fire Inspections	-	-	-	0.00%
	100-44582-32-00000	Wrecker	-	-	-	0.00%
	100-44500-40-00000	Sanitation	1,200,000	118,154	870,534	72.54%
TOTAL:			\$ 1,820,757	\$ 174,426	\$ 1,235,314	67.85%

	<u>Original Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Budget %</u>
Court Fines:	\$ 242,000	\$ 30,114	\$ 193,384	79.91%

	<u>Original Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Budget %</u>
Miscellaneous:	\$ 710,000	\$ 346,593	\$ 866,312	122.02%

Miscellaneous revenue consists of all other revenues collected that are not listed above and consists of the following:

	<u>Account #</u>	<u>Name</u>	<u>Original Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Budget %</u>
	100-44800-00-00000	Interest Revenue	550,000	75,773	572,693	104.13%
	100-48802-00-00000	Auction Proceeds	25,000	-	-	0.00%
	100-48805-00-00000	Palladium Proceeds	125,000	270,819	270,819	216.66%
	100-48814-00-00000	Other (Misc)	10,000	-	1,925	19.25%
	100-48825-00-00000	TML Ins Reimbursement	-	-	20,154	0.00%
	100-48806-16-00000	Donations - Community Events	-	-	721	0.00%
TOTAL:			\$ 710,000	\$ 346,593	\$ 866,312	122.02%

			<u>Original Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Budget %</u>
Recreation Charges for Services:			\$ 213,700	\$ 20,611	\$ 131,235	61.41%
Account #	Name		<u>Original Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Budget %</u>
100-44512-16-00000	Park Reservations		-	-	-	-
100-44503-60-00000	Room Rental Fees		64,000	8,753	47,470	74.17%
100-44505-60-00000	Gym Rental Fees		10,000	-	-	0.00%
100-44506-60-00000	Membership Fees		55,000	4,441	33,116	60.21%
100-44507-60-00000	Sponsorship Revenue		1,200	-	-	0.00%
100-44508-60-00000	Comm Ctr POS Sales		500	-	-	0.00%
100-44509-60-00000	Comm Ctr Day Passes		30,000	4,635	27,785	92.62%
100-44510-60-00000	Athletic Leagues		10,000	-	-	0.00%
100-44511-60-00000	Programs / Classes		43,000	1,909	15,616	36.32%
100-44521-60-00000	Concessions Revenue		-	874	7,248	-
100-48814-60-00000	Miscellaneous Revenue		-	-	-	-
TOTAL:			\$ 213,700	\$ 20,611	\$ 131,235	61.41%

TOTAL REVENUES \$ 15,005,562 \$ 928,359 \$ 13,825,259 92.13%

	<u>Original Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Budget %</u>
<u>TOTAL EXPENDITURES:</u>	\$ 15,675,838	\$ 989,963	\$ 9,451,821	60.30%

GENERAL FUND
REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
FY 2025-2026 WITH PRIOR YEAR COMPARISON

FOR THE MONTH ENDED MAY 31, 2026

66.67%

	CURRENT FISCAL YEAR							PRIOR FISCAL YEAR				
	BUDGET		ACTUAL			PROJECTED		BUDGET		FY ACTUAL		
	FY 2025-26		M-T-D	Y-T-D	Y-T-D	FY 2025-26		FY 2024-25		FY 2024-25		
	Adopted Budget	Amended Budget	May-26	May-26	% Budget	May-26	% Budget	Adopted Budget	Amended Budget	M-T-D May-25	Y-T-D May-25	Y-T-D % Budget
Revenues:												
Property Taxes	9,437,305	9,437,305	27,907	9,400,942	99.61%	9,434,550	99.97%	8,779,380	8,779,380	22,518	8,793,529	100.16%
Franchise Fees	655,000	655,000	12,395	511,892	78.15%	689,371	105.25%	630,000	630,000	10,000	484,269	76.87%
Sales Tax	1,300,000	1,300,000	135,915	912,188	70.17%	1,333,223	102.56%	1,300,000	1,300,000	125,889	851,710	65.52%
Charges for Service	1,820,757	1,820,757	174,426	1,235,314	67.85%	1,925,765	105.77%	1,560,430	1,560,430	150,640	1,191,823	76.38%
Interest	550,000	550,000	75,773	572,693	104.13%	851,863	154.88%	300,000	300,000	76,957	538,809	179.60%
Miscellaneous	35,000	35,000	-	22,800	65.14%	23,575	67.36%	90,000	90,000	-	48,569	53.97%
Court Fines	242,000	242,000	30,114	193,384	79.91%	282,485	116.73%	247,000	247,000	18,071	151,115	61.18%
Permits & Fees	626,800	626,800	180,397	573,991	91.57%	761,560	121.50%	598,250	598,250	65,878	611,257	102.17%
Recreation	213,700	213,700	20,611	131,235	61.41%	263,000	123.07%	170,700	170,700	17,956	118,332	69.32%
Donation (GHHFC Co. Dev.)	125,000	125,000	270,819	270,819	216.66%	270,819	216.66%	150,000	150,000	-	-	0.00%
Total Revenues	\$ 15,005,562	\$ 15,005,562	\$ 928,359	\$ 13,825,259	92.13%	\$ 15,836,211	105.54%	\$ 13,825,760	\$ 13,825,760	\$ 487,909	\$ 12,789,413	92.5%
Expenditures:												
01 - City Council	450,100	450,100	15,100	177,048	39.34%	263,071	58.45%	307,600	307,600	15,492	161,505	52.50%
10 - City Manager	585,070	585,070	44,096	380,474	65.03%	597,009	102.04%	611,463	611,463	50,018	371,525	60.76%
11 - Administration	93,576	93,576	3,364	38,880	41.55%	48,300	51.62%	92,800	92,800	5,145	27,240	29.35%
12 - City Secretary	323,396	323,396	14,590	149,752	46.31%	241,527	74.68%	200,372	200,372	25,340	209,660	104.64%
13 - Human Resources	429,333	429,333	18,097	365,439	85.12%	476,770	111.05%	430,350	430,350	28,986	387,088	89.95%
14 - IT	632,641	632,641	66,553	419,250	66.27%	677,161	107.04%	663,766	663,766	76,344	467,574	70.44%
16 - Community Engagement	237,144	237,144	8,386	134,588	56.75%	229,332	96.71%	326,807	326,807	18,102	158,151	48.39%
20 - Finance	479,961	479,961	18,317	361,563	75.33%	487,146	101.50%	467,050	467,050	25,638	379,439	81.24%
21 - Municipal Court	224,262	224,262	16,015	157,745	70.34%	255,419	113.89%	224,755	224,755	17,203	129,749	57.73%
30 - Fire	3,261,840	3,261,840	253,467	2,257,997	69.22%	3,258,971	99.91%	2,930,695	2,930,695	245,659	1,924,401	65.66%
32 - Police	4,571,976	4,571,976	283,115	2,663,463	58.26%	4,255,902	93.09%	4,008,068	4,008,068	276,504	2,344,253	58.49%
40 - Streets	2,937,021	2,937,021	108,820	1,621,587	55.21%	2,941,219	100.14%	2,513,951	2,513,951	212,809	1,517,021	60.34%
52 - Economic Development	68,450	68,450	5,044	38,901	56.83%	64,516	94.25%	54,650	54,650	4,995	8,995	16.46%
53 - Planning	461,296	461,296	35,929	273,135	59.21%	534,982	115.97%	486,202	486,202	17,793	314,575	64.70%
60 - Parks and Recreation	639,787	639,787	39,462	296,981	46.42%	555,341	86.80%	742,147	742,147	37,128	278,442	37.52%
62 - Grounds Maintenance	279,985	279,985	59,607	115,020	41.08%	120,721	43.12%	141,398	141,398	19,695	58,239	41.19%
Total Expenditures	\$ 15,675,838	\$ 15,675,838	\$ 989,963	\$ 9,451,821	60.30%	\$ 15,007,387	95.74%	\$ 14,202,074	\$ 14,202,074	\$ 1,076,851	\$ 8,737,857	61.53%
Total Revenues Over (Under) Exp	\$ (670,277)	\$ (670,276)	\$ (61,604)	\$ 4,373,438		\$ 828,824		\$ (376,315)	\$ (376,314)	\$ (588,943)	\$ 4,051,556	

	CURRENT FISCAL YEAR							PRIOR FISCAL YEAR				
	BUDGET		ACTUAL			PROJECTED		BUDGET		FY ACTUAL		
	FY 2025-26		M-T-D	Y-T-D	Y-T-D	FY 2025-26		FY 2024-25		FY 2024-25		
	Adopted Budget	Amended Budget	May-26	May-26	% Budget	May-26	% Budget	Adopted Budget	Amended Budget	M-T-D May-25	Y-T-D May-25	Y-T-D % Budget
Other Financing Sources (Uses):												
Transfers In (Out):												
Charge for Service (Mgt)	15,000	15,000	1,250	10,000	66.67%	15,000	100.00%	15,000	15,000	1,250	10,000	66.67%
Charge for Service (City Wide)	6,000	6,000	500	4,000	66.67%	6,000	100.00%	6,000	6,000	500	4,000	66.67%
Transfer from Fund 205-911 Wireless	69,000	69,000	5,750	46,000	66.67%	69,000	100.00%	69,000	69,000	5,750	46,000	66.67%
Transfer from/(to) Court Security	20,000	20,000	1,667	13,333	66.67%	20,000	100.00%	20,000	20,000	1,666	13,333	66.67%
Transfer from Drainage Fund	15,775	15,775	1,315	10,517	66.67%	15,775	100.00%	15,775	15,775	1,315	10,517	66.67%
Transfer from GH Dev Co. & HFC to GF	-	-	-	-	-	-	-	-	-	-	-	-
Transfer to Fund 410 Capital Project Fund	-	(3,130,000)	(26,985)	(90,617)	2.90%	(230,000)	7.35%	-	-	-	-	-
Transfer to Fund 412 Veteran's Memorial	-	-	(77)	(77)	0.00%	(77)	0.00%	-	-	-	-	-
Transfer to State Seizure Fund	-	-	-	-	-	-	-	-	-	(2,678)	(2,678)	-
Transfer to Grant Fund (250)	-	-	-	-	-	-	-	-	-	-	-	-
Transfer to Disaster Recovery Fund	-	-	-	-	-	-	-	-	-	-	-	-
Net Change in Fund Balance	\$ (544,501)	\$ (3,674,501)	\$ (78,184)	\$ 4,366,594		\$ 724,522		\$ (250,539)	\$ (250,539)	\$ (581,140)	\$ 4,132,728	
Total Fund Balance - BOY*	12,937,100	12,937,100	12,006,112	12,006,112		12,006,112		8,541,761	8,541,761	8,546,915	8,546,915	
Total Fund Balance - EOY	\$ 12,392,599	\$ 9,262,599	11,927,928	\$ 16,372,706		\$ 12,730,634		\$ 8,291,222	\$ 8,291,223	\$ 7,965,775	\$ 12,679,643	
Less: Commitments for Specific Use	-	-	-	-		-		-	-	-	-	
Less: Nonspendable	(9,664)	-	(193,393)	(97,431)		(97,431)		(10,000)	-	(10,000)	(10,000)	
Less: Assigned for Specific Use	-	-	-	(3,225,962)		(2,900,000)		-	-	-	-	
Ending Fund Balance - Unassigned	\$ 12,382,935	\$ 9,262,599	\$ 11,734,535	\$ 13,049,313		\$ 9,733,203		\$ 8,281,222	\$ 8,291,223	\$ 7,955,775	\$ 12,669,643	
AVERAGE DAILY EXPENDITURES	42,948	42,948		39,057		41,116		38,910	38,910		36,107	
Number of Days In Reserve	288	215		334		236		213			351	

**WATER AND SEWER FUND
FOR THE MONTH ENDED MAY 31, 2026**

**Summary
Revenues & Expenditures - Budget & Actual**

Water Fund - Fund
Balance as of May 31,
2026 is ≈\$3,018,261

118 days of reserves
as of May 31, 2026

WATER REVENUE

Water sales for May was \$369,190 or 7.8% of the budget. This is a decrease of \$4,093 (≈1.1%) from May 2025.

SEWER REVENUE

Sewer sales for May was \$469,297 or 8.5% of the budget. This is an increase of \$15,533 (≈3.4%) from May 2025.

SUMMARY OF WATER & SEWER FUND REVENUES (66.67% of FY)

	<u>Original Budget</u>	<u>AMENDED</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Budget %</u>
<u>TOTAL REVENUES:</u>	\$ 10,652,200	\$ -	\$ 876,220	\$ 6,576,134	61.7%

Water and Sewer sales

	<u>Original Budget</u>	<u>AMENDED</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Budget %</u>
<u>Water Sales:</u>	\$ 4,750,000	\$ -	\$ 369,190	\$ 2,738,487	57.7%

	<u>Original Budget</u>	<u>AMENDED</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Budget %</u>
<u>Sewer Sales:</u>	\$ 5,500,000	\$ -	\$ 469,297	\$ 3,524,027	64.1%

	<u>Original Budget</u>	<u>AMENDED</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Budget %</u>
<u>Other Fees:</u>	\$ 370,000	\$ -	\$ 24,620	\$ 218,010	58.9%

	<u>Original Budget</u>	<u>AMENDED</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Budget %</u>
<u>Interest:</u>	\$ 30,000	\$ -	\$ 12,344	\$ 91,759	305.9%

	<u>Original Budget</u>	<u>AMENDED</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Budget %</u>
<u>Miscellaneous Income:</u>	\$ 2,200	\$ -	\$ 770	\$ 3,850	175.0%

SUMMARY OF WATER & SEWER FUND EXPENDITURES

	<u>Original Budget</u>	<u>AMENDED</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Budget %</u>
<u>TOTAL EXPENDITURES:</u>	\$ 10,426,767	\$ -	\$ 823,479	\$ 6,224,773	59.7%

	<u>Original Budget</u>	<u>AMENDED</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Budget %</u>
<u>Meter Services:</u>	\$ 163,270	\$ -	\$ 23,838	\$ 60,528	37.1%

WATER & SEWER FUND
REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
FY 2025-26 WITH PRIOR YEAR COMPARISON

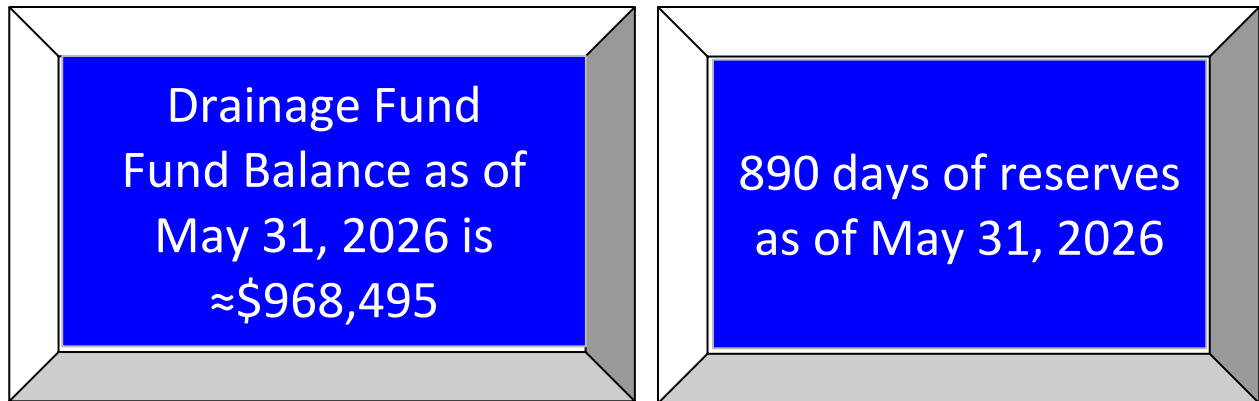
FOR THE MONTH ENDED MAY 31, 2026

66.67%

	CURRENT FISCAL YEAR						PRIOR FISCAL YEAR					
	BUDGET		ACTUAL			PROJECTED		BUDGET		FY ACTUAL		
	FY 2025-26		M-T-D	Y-T-D	Y-T-D	FY 2025-26		FY 2024-25		FY 2024-25		
	Adopted Budget	Amended Budget			%	May-26	% Budget	Adopted Budget	Amended Budget	M-T-D May-25	Y-T-D May-25	Y-T-D % Budget
Revenues:												
Water Sales	4,750,000		369,190	2,738,487	57.7%	4,877,534	#####	4,750,000	4,750,000	373,283	2,656,991	55.937%
Sewer Sales	5,500,000		469,297	3,524,027	64.1%	5,733,306	#####	5,120,000	5,120,000	453,764	3,420,507	66.807%
Late Charges	300,000		19,230	162,637	54.2%	245,758	81.92%	300,000	300,000	26,920	208,724	69.575%
Reconnection Fees	30,000		5,390	21,245	70.8%	40,855	#####	30,000	30,000	3,255	28,945	96.483%
Water Meters	35,000		-	34,129	97.5%	42,000	#####	35,000	35,000	-	48,103	137.437%
Tap Fees	5,000		-	-	0.0%	-	0.00%	5,000	5,000	-	-	0.000%
Interest Earnings	30,000		12,344	91,759	305.9%	136,140	#####	40,000	40,000	13,786	144,004	360.010%
Miscellaneous	2,200		770	3,850	175.0%	5,000	#####	2,200	2,200	420	4,023	182.846%
Total Revenues	\$ 10,652,200	\$ -	\$ 876,220	\$ 6,576,134	61.7%	\$ 11,080,593	104.0%	\$ 10,282,200	\$ 10,282,200	\$ 871,428	\$ 6,511,295	63.33%
Expenditures:												
Transfer to GF (MGT)	15,000		1,250	10,000	66.7%	15,000	#####	-	-	1,250	10,000	0.00%
Transfer to GF (City Wide)	6,000		500	4,000	66.7%	6,000	#####	-	-	500	4,000	0.00%
Transfer to Capital Projects (505)	-		-	-	0.0%	-	0.00%	-	-	-	304,503	0.00%
Utility Administration	515,084		50,371	349,737	67.9%	545,550	#####	504,417	504,417	41,758	327,597	64.95%
Water Operations	3,625,253		268,271	1,786,236	49.3%	3,256,280	89.82%	3,045,433	3,045,433	237,453	1,806,642	59.32%
Wastewater Operations	6,102,160		479,249	4,014,272	65.8%	5,970,542	97.84%	5,969,742	5,969,742	440,154	3,283,122	55.00%
Meter Services	163,270		23,838	60,528	37.1%	138,750	84.98%	260,269	260,269	53,315	88,584	34.04%
Total Expenditures	\$ 10,426,767	\$ -	\$ 823,479	\$ 6,224,773	59.7%	\$ 9,932,122	95.3%	\$ 9,779,861	\$ 9,779,861	\$ 774,430	\$ 5,824,448	59.56%
Total Revenues Over (Under) Exp	\$ 225,433	\$ -	\$ 52,741	\$ 351,361		\$ 1,148,471		\$ 502,339	\$ 502,339	\$ 96,998	\$ 686,848	
Other Funding Sources (Uses):												
Loan Principal (Smart meters)	(172,584)	-	-	(172,584)	100.0%	(172,584)	100.0%	(168,470)	(168,470)	-	(168,462)	100.00%
Loan Interest (Smart meters)	(52,577)	-	-	(52,577)	100.0%	(52,577)	100.0%	(56,700)	(56,700)	-	(56,699)	100.00%
W/S Capital	-	-	-	-	-	-	-	-	-	-	-	-
Net Change in Net Position	\$ 272	\$ -	\$ 52,741	\$ 126,201		\$ 923,310		\$ 277,169	\$ 277,169	\$ 96,998	\$ 461,687	
Total Net Position - BOY	4,721,306		8,063,578	8,063,578		8,063,578		1,826,575	1,826,575	2,613,582	1,826,575	
Total Net Position - EOY	\$ 4,721,578	\$ -	\$ 8,116,319	\$ 8,189,779		\$ 8,986,888		\$ 5,140,696	\$ 5,140,696	\$ 6,024,701	\$ 5,602,383	
Less: Commitments for Specific Use	-	-	(5,171,518)	(5,171,518)		(5,171,518)		-	-	-	-	
Less: Assigned for Specific Use	-	-	-	-		-		(3,314,121)	(3,314,121)	(3,314,121)	(3,314,121)	
Ending Net Position - Unrestricted	\$ 4,721,578	\$ -	\$ 2,944,801	\$ 3,018,261		\$ 3,815,370		\$ 1,826,575	\$ 1,826,575	\$ 2,710,580	\$ 3,371,020	\$ -
AVERAGE DAILY EXPENDITURES	29,126	-		25,664		27,771		27,411	27,411		24,998	
Number of Days In Reserve	162			118				67			135	

**DRAINAGE FUND
FOR THE MONTH ENDED MAY 31, 2026**

**Summary
Revenues & Expenditures - Budget & Actual**



DRAINAGE FEE REVENUE

Drainage Fees May: \$37,432 or 8.01% of the budget. This is an increase of \$4,647 ($\approx 14.17\%$) from May 2025.

Appendix A. Municipal Drainage System Fees	
Residential properties: \$5.08 per month.	
Nonresidential properties are based on lot size as shown below:	
Property Size	Monthly Fee
Less than or equal to 25,000 square feet	\$15.00
Greater than 25,000 square feet and less than or equal to 43,560 square feet	\$30.00
Greater than 43,560 square feet and less than or equal to 130,680 square feet	\$50.00
Greater than 130,680 square feet and less than or equal to 217,800 square feet	\$100.00
Greater than 217,800 square feet	\$175.00

SUMMARY OF MUNICIPAL DRAINAGE FUND (66.67% of FY)

	<u>Budget</u>	<u>AMENDED</u>	<u>Actual</u>	<u>Budget %</u>
<u>TOTAL REVENUES:</u>	\$ 471,420	\$ -	\$ 304,229	64.5%

	<u>Budget</u>	<u>AMENDED</u>	<u>Actual</u>	<u>Budget %</u>
<u>TOTAL EXPENDITURES:</u>	\$ 728,196	\$ -	\$ 263,303	36.2%

DRAINAGE FUND
REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
FY 2025-26 WITH PRIOR YEAR COMPARISON

FOR THE MONTH ENDED MAY 31, 2026

66.67%

	CURRENT FISCAL YEAR							PRIOR FISCAL YEAR				
	BUDGET		ACTUAL			FY PROJECTED		BUDGET		FY ACTUAL		
	FY 2025-26		M-T-D	Y-T-D	Y-T-D	FY 2025-26		FY 2024-25		FY 2024-25		
	Original Budget	Amended Budget	May-26	May-26	% Budget	May-26	% Budget	Adopted Budget	Amended Budget	M-T-D May-25	Y-T-D May-25	Y-T-D % Budget
Revenues:												
Drainage Fees - Residential	426,420		32,919	242,692	56.91%	359,601	84.33%	426,420	426,420	28,310	217,109	50.91%
Drainage Fees - Commercial	41,000		4,513	33,078	80.68%	48,969	119.44%	41,000	41,000	4,475	23,345	56.94%
Interest	4,000		3,684	28,460	711.49%	42,473	1061.83%	4,000	4,000	4,300	37,398	934.94%
Misc Revenue	-		-	-	-	-	-	-	-	-	-	-
Total Revenues	\$ 471,420	\$ -	\$ 41,116	\$ 304,229	64.53%	\$ 451,043	95.68%	\$ 471,420	\$ 471,420	\$ 37,085	\$ 277,852	58.94%
Expenditures:												
Stormwater Operations	459,116		26,007	263,303	57.35%	482,011	104.99%	409,414	409,414	51,544	311,421	76.07%
Top of the Hills Drainage Project CIP	249,080		-	-	0.00%	-	0.00%	250,000	250,000	-	920	0.37%
Kingston Meadows Drainage Project	10,000		-	-	0.00%	-	0.00%	10,000	10,000	-	4,921	49.21%
Gateway Drainage Project	10,000		-	-	0.00%	-	0.00%	10,000	10,000	-	4,921	49.21%
Total Expenditures	\$ 728,196	\$ -	\$ 26,007	\$ 263,303	36.16%	\$ 482,011	66.19%	\$ 679,414	\$ 679,414	\$ 51,544	\$ 322,183	47.42%
Total Revenues Over (Under) Exp	\$ (256,776)	\$ -	\$ 15,108	\$ 40,925		\$ (30,968)		\$ (207,994)	\$ (207,994)	\$ (14,458)	\$ (44,331)	
Other Financing Sources (Uses):												
Capital Contributions	-	-	-	-		-		-	-	-	-	
Transfers In (Out) to Capital Proj Funds	-	-	-	-		-		-	-	-	-	
Operating Transfer to General Fund	(15,775)	-	(1,315)	(10,517)	66.67%	(15,775)	-100.00%	(15,775)	(15,775)	(1,315)	(10,517)	66.67%
Capital Projects Fund - City Commitment	-	-	-	-		-		-	-	-	-	
Net Change in Fund Balance	\$ (272,551)	\$ -	\$ 13,794	\$ 30,409		\$ (46,743)		\$ (223,769)	\$ (223,769)	\$ (15,773)	\$ -	
Total Unrestricted Fund Balance - BOY	\$ 1,137,635		\$ 1,145,423	\$ 1,145,423		1,145,423		\$ 1,140,746	\$ 1,140,746	\$ 1,140,746	\$ 1,140,746	
Total Fund Balance - EOY	\$ 865,084	\$ -	\$ 1,159,217	\$ 1,175,832		\$ 1,098,680		\$ 916,977	\$ 916,977	\$ 1,124,973	\$ 1,132,060	
Less: Net Investment of Capital Assets	(136,671)		(207,337)	(207,337)		(207,337)		-	-	-	-	
Ending Fund Balance - Unrestricted	\$ 728,413	\$ -	\$ 951,880	\$ 968,495		\$ 891,343		\$ 916,977	\$ 916,977	\$ 1,124,973	\$ 1,132,060	
AVERAGE DAILY EXPENDITURES	\$ 1,995			\$ 1,088		\$ 1,321		\$ 1,861			\$ 1,331	
Number of Days In Reserve	365			890		675		493			850	

OTHER FUNDS
FOR THE MONTH ENDED MAY 31, 2026

Summary
Revenues & Expenditures - Budget & Actual

SUMMARY OF OTHER FUNDS (66.67% of FY)

300 - DEBT SERVICE FUND					
		<u>Budget</u>	<u>AMENDED</u>	<u>Actual</u>	<u>Budget %</u>
<u>TOTAL REVENUES:</u>		\$ 1,293,706	\$ -	\$ 1,289,458	99.7%
		<u>Budget</u>	<u>AMENDED</u>	<u>Actual</u>	<u>Budget %</u>
<u>TOTAL EXPENDITURES:</u>		\$ 1,276,250	\$ -	\$ 1,116,290	87.5%
205 - E911 FUND					
		<u>Budget</u>	<u>AMENDED</u>	<u>Actual</u>	<u>Budget %</u>
<u>TOTAL REVENUES:</u>		\$ 80,500	\$ -	\$ 88,562	110.0%
		<u>Budget</u>	<u>AMENDED</u>	<u>Actual</u>	<u>Budget %</u>
<u>TOTAL EXPENDITURES:</u>		\$ 69,000	\$ -	\$ 46,000	66.67%
406 - VEHICLE REPLACEMENT FUND					
		<u>Budget</u>	<u>AMENDED</u>	<u>Actual</u>	<u>Budget %</u>
<u>TOTAL REVENUES:</u>		\$ -	\$ -	\$ 693	#DIV/0!
		<u>Budget</u>	<u>AMENDED</u>	<u>Actual</u>	<u>Budget %</u>
<u>TOTAL EXPENDITURES:</u>		\$ 303,000	\$ -	\$ -	0.0%
515 - WATER SEWER IMPACT FUND					
		<u>Budget</u>	<u>AMENDED</u>	<u>Actual</u>	<u>Budget %</u>
<u>TOTAL REVENUES:</u>		\$ 10,000	\$ -	\$ 15,828	158.3%
		<u>Budget</u>	<u>AMENDED</u>	<u>Actual</u>	<u>Budget %</u>
<u>TOTAL EXPENDITURES:</u>		\$ 1,587,084	\$ -	\$ 13,980	0.9%

OTHER FUNDS: FINANCIAL SUMMARY
REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
FOR THE MONTH ENDED MAY 31, 2026

		Y-T-D ACTUAL							
FUND	FUND NAME	Revenues	% Budget	Expenditures	% Budget	Change in Fund Balances	% Budget	Fund Balance Beginning of Year	Y-T-D Fund Balance Projection
DEBT SERVICE FUND									
300	Debt Service Fund	\$ 1,289,458	100%	\$ 1,116,290	87%	\$ 173,168	992.0%	\$ 71,589	\$ 244,757

SPECIAL REVENUE FUNDS									
200	Court Technology Fund	\$ 13	0%	\$ 1,877	47%	\$ (1,864)	-372.8%	\$ 20,683	\$ 18,819
201	Court Security Fund	946	12%	15,647	78%	(14,701)	122.5%	37,351	22,650
217	Security & Tech Fund	13,443		-					
205	E911 Fund	88,562	110%	46,000	67%	42,562	370.1%	240,236	282,798
213	Federal Seizure Fund	88	0%	-	0%	88	0.0%	3,308	3,396
214	State Seizure Fund	307	0%	-	0%	307	61.3%	8,885	9,191
250	Operating Grants Fund	20,689	0%	13,980	0%	6,709	0.0%	595,558	602,267
251	ARPA Fund	82,764	4%	108,514	6%	(25,749)	-25.7%	105,755	80,006
		\$ 206,811		\$ 186,017		\$ 7,351		\$ 1,011,776	\$ 1,019,127

CAPITAL PROJECTS FUND									
215	Street Impact Fees (restri)	\$ 5,279	1%	\$ -	0%	\$ 5,279	-0.3%	\$ 1,612,183	\$ 1,617,462
230	Park Fees	36,230	-	-	0%	36,230	54.2%	948,775	985,005
403	2016 GO Bonds	1,389,234	206%	1,915,522	67%	(526,287)	24.2%	2,679,379	2,153,092
406	Vehicle Replacement Fund	693	-	-	-	693	0.0%	24,508	25,201
410	Reserved for Capital Projects	93,889	7%	232,917	17%	(139,028)	0.0%	4,836,093	4,697,065
515	Water Sewer Impact Fund	15,828	-	13,980	1%	1,848	-0.1%	5,171,518	5,173,366
		\$ 1,541,153		\$ 2,162,419		\$ (621,266)		\$ 15,301,382	\$ 14,680,116

OTHER FUNDS

ACCOUNTS PAYABLE LIST

INVOICES PAID - MAY 2026

Vendor No.	Vendor Name	Invoice Number	Invoice Date	Invoice Status	Account Number	Account Description	Amount	Check Date
100285	All Pro Door Repair LLC	3365637	04/29/26	P	410-55001-32-CJIS0	CAPITAL EXPENDITURES-CJIS	9,529.00	05/08/26
						TOTAL	9,529.00	
100294	Blades Group LLC	18052300	04/08/26	P	100-53216-40-00000	R & M STREETS	1,240.00	05/08/26
						TOTAL	1,240.00	
2606	BOUND TREE MEDICAL, LLC.	86185046	04/28/26	P	100-51314-30-00000	AMBULANCE SUPPLIES	32.76	05/08/26
						TOTAL	32.76	
1769	BRITTON METER REPAIR	14111	04/10/26	P	100-53210-62-00000	HERITAGE PARK MAINTENANCE	523.70	05/08/26
						TOTAL	523.70	
4233	COMMUNITY WASTE DISPOSAL L.P.	359540	04/29/26	P	100-53115-40-00000	SANITATION SERVICES	48.78	05/08/26
						TOTAL	48.78	
100078	CUSTOM PRODUCTS CORPORATION	INV48564	04/23/26	P	100-53218-40-00000	R&M SIGNS & MARKINGS	1,090.65	05/08/26
						TOTAL	1,090.65	
4056	DALLAS LITE & BARRICADE, INC.	16642	04/28/26	P	100-53111-40-00000	SAFETY EQUIPMENT	2,926.40	05/08/26
						TOTAL	2,926.40	
100180	HERITAGE AIR SERVICES, LLC	15884	04/20/26	P	100-53200-40-00000	R & M STRUCTURES	1,157.00	05/08/26
100180	HERITAGE AIR SERVICES, LLC	15995	04/29/26	P	100-53200-40-00000	R & M STRUCTURES	521.50	05/08/26
						TOTAL	1,678.50	
3955	JETS FIRE & SAFETY	INVTX26-1727	04/30/26	P	100-51353-30-00000	PERSONAL PROTECTIVE EQUIPMENT	22,668.75	05/08/26
						TOTAL	22,668.75	
2227	NATIONAL ALL PRO QUICK LUBE	137712	04/21/26	P	100-53202-40-00000	R & M AUTO/TRUCK	85.40	05/08/26
						TOTAL	85.40	
100222	Pepper Psychological Services	INV-7720	04/27/26	P	100-53013-32-00000	OTHER PROFESSIONAL SERVICES	230.00	05/08/26
						TOTAL	230.00	

Vendor No.	Vendor Name	Invoice Number	Invoice Date	Invoice Status	Account Number	Account Description	Amount	Check Date
4183	RITA COOK	SAN0000007	04/29/26	P	100-53311-16-00000	MARKETING & COMMUNICATIONS	50.00	05/08/26
						TOTAL	50.00	
1	Shane King	5102026	05/05/26	P	100-53307-30-00000	CONFERENCE, TRAINING, & TRAVEL	477.26	05/08/26
						TOTAL	477.26	
100238	Sierra Shred, LLC	26-0418-1J	04/18/26	P	550-51316-46-00000	COMM CLEAN-UP EVENT SUPPLIES	1,575.00	05/08/26
						TOTAL	1,575.00	
100016	TJP Enterprises, LLC	F26-2863	04/17/26	P	550-51316-46-00000	COMM CLEAN-UP EVENT SUPPLIES	49.00	05/08/26
						TOTAL	49.00	
3951	SONJA A. BROWN	SB04082026	05/14/26	P	100-53301-01-00000	CONF, TRAIN, & TRVL - MAYOR	218.55	05/15/26
						TOTAL	218.55	
1768	AIR SUPPLY	2183267	04/25/26	P	100-53511-40-00000	RENTAL EQUIPMENT	82.75	05/19/26
						TOTAL	82.75	
4138	AIRESPRING INC.	209006017	05/16/26	P	100-53308-14-00000	TELECOMMUNICATIONS	1,889.01	05/19/26
4138	AIRESPRING INC.	209006017	05/16/26	P	100-53308-14-00000	TELECOMMUNICATIONS	731.03	05/19/26
4138	AIRESPRING INC.	209006017	05/16/26	P	100-53308-14-00000	TELECOMMUNICATIONS	2,077.09	05/19/26
4138	AIRESPRING INC.	209006017	05/16/26	P	100-53308-14-00000	TELECOMMUNICATIONS	776.87	05/19/26
4138	AIRESPRING INC.	209006017	05/16/26	P	100-53308-14-00000	TELECOMMUNICATIONS	1,669.92	05/19/26
						TOTAL	7,143.92	
4171	Aoka Engineering LLC	38	04/10/26	P	100-53047-53-00000	INSPECTIONS	19,181.52	05/19/26
						TOTAL	19,181.52	
4284	ARROW PEST CONTROL	57360	05/14/26	P	100-53200-40-00000	R & M STRUCTURES	875.00	05/19/26
						TOTAL	875.00	

Vendor No.	Vendor Name	Invoice Number	Invoice Date	Invoice Status	Account Number	Account Description	Amount	Check Date
1715	AT&T MOBILITY	28734205X042426	04/16/26	P	100-53020-14-00000	INTERNET SERVICE	105.25	05/19/26
1715	AT&T MOBILITY	2026.04.25	04/25/26	P	100-53300-14-00000	CELL PHONES & WIRELESS CARDS	689.94	05/19/26
1715	AT&T MOBILITY	2026.04.25	04/25/26	P	100-53329-01-00000	CITY COUNCIL CELL PHONES	243.69	05/19/26
1715	AT&T MOBILITY	2026.04.25	04/25/26	P	100-53300-14-00000	CELL PHONES & WIRELESS CARDS	2,212.93	05/19/26
1715	AT&T MOBILITY	2026.04.25	04/25/26	P	100-53300-14-00000	CELL PHONES & WIRELESS CARDS	1,069.05	05/19/26
						TOTAL	4,320.86	
1720	ATMOS ENERGY	05.01.2026	05/01/26	P	100-53321-40-00000	NATURAL GAS	100.64	05/19/26
						TOTAL	100.64	
4264	AVENUE TEXACO DISTRIBUTOR, INC	85630	05/07/26	P	100-53206-40-00000	R & M HEAVY EQUIPMENT	612.38	05/19/26
4264	AVENUE TEXACO DISTRIBUTOR, INC	85630	05/07/26	P	500-53206-41-00000	R & M HEAVY EQUIPMENT	612.38	05/19/26
4264	AVENUE TEXACO DISTRIBUTOR, INC	85630	05/07/26	P	500-53202-42-00000	R & M AUTO/TRUCK	612.37	05/19/26
4264	AVENUE TEXACO DISTRIBUTOR, INC	85630	05/07/26	P	550-53206-46-00000	R & M HEAVY EQUIPMENT	612.37	05/19/26
						TOTAL	2,449.50	
100066	Baker, Marchelle	MB-04-2026	05/18/26	P	100-22145-00-00000	INSTRUCTOR PAYABLE	243.75	05/19/26
						TOTAL	243.75	
3615	BERRY COMPANIES, INC.	32122015	02/27/26	P	500-51310-41-00000	OTHER SMALL EQUIPMENT	27,659.61	05/19/26
						TOTAL	27,659.61	
2606	BOUND TREE MEDICAL, LLC.	86197433	05/14/26	P	100-51314-30-00000	AMBULANCE SUPPLIES	61.30	05/19/26
						TOTAL	61.30	
1769	BRITTON METER REPAIR	13921	02/10/26	P	500-53204-41-00000	R&M WATER SYSTEM	289.40	05/19/26
1769	BRITTON METER REPAIR	14147	04/30/26	P	500-53204-41-00000	R&M WATER SYSTEM	600.00	05/19/26
1769	BRITTON METER REPAIR	14149	04/30/26	P	500-53204-41-00000	R&M WATER SYSTEM	266.55	05/19/26
						TOTAL	1,155.95	
100301	Carol Trent	CT-04.2026	05/18/26	P	100-22145-00-00000	INSTRUCTOR PAYABLE	180.01	05/19/26
						TOTAL	180.01	
4287	CHARTER COMMUNICATIONS dba SPE	16278620105	05/01/26	P	100-53308-14-00000	TELECOMMUNICATIONS	715.06	05/19/26
4287	CHARTER COMMUNICATIONS dba SPE	26379170105	05/07/26	P	100-53308-14-00000	TELECOMMUNICATIONS	170.89	05/19/26
						TOTAL	885.95	

Vendor No.	Vendor Name	Invoice Number	Invoice Date	Invoice Status	Account Number	Account Description	Amount	Check Date
3086	CITY OF DESOTO	JAIL 05-2026	05/14/26	P	100-51318-32-00000	PRISONER EXPENSES	7,947.17	05/19/26
						TOTAL	7,947.17	
3949	CIVICPLUS, INC	363757	02/28/26	P	100-53024-14-00000	WEBSITE HOSTING FEES	4,930.00	05/19/26
3949	CIVICPLUS, INC	363757	02/28/26	P	100-53528-20-00000	LATE PAYMENT PENALTIES	73.95	05/19/26
						TOTAL	5,003.95	
100268	Community National Title, LLC	FREEDOM CHURCH	05/08/26	P	403-55085-99-BEAR1	ROAD IMPROVEMENT EXPENDITURES	150,000.00	05/19/26
100268	Community National Title, LLC	FREEDOM CHURCH	05/08/26	P	403-55085-99-BEAR1	ROAD IMPROVEMENT EXPENDITURES	1,915.00	05/19/26
						TOTAL	151,915.00	
4233	COMMUNITY WASTE DISPOSAL L.P.	381643	05/06/26	P	100-53115-40-00000	SANITATION SERVICES	48.78	05/19/26
4233	COMMUNITY WASTE DISPOSAL L.P.	386682	05/13/26	P	100-53115-40-00000	SANITATION SERVICES	48.78	05/19/26
						TOTAL	97.56	
1860	DALLAS WATER UTILITIES	50303287846	04/14/26	P	500-53044-41-00000	CITY WATER PURCHASES	161,957.74	05/19/26
						TOTAL	161,957.74	
100123	DATAVOX INC.	1241536	04/29/26	P	410-55001-32-CJIS0	CAPITAL EXPENDITURES-CJIS	13,551.96	05/19/26
100123	DATAVOX INC.	1241926	05/07/26	P	410-55001-32-CJIS0	CAPITAL EXPENDITURES-CJIS	3,903.88	05/19/26
						TOTAL	17,455.84	
100123	DATAVOX INC.	1239426	03/19/26	P	100-55001-14-00000	CAPITAL EXPENDITURES	34,279.75	05/19/26
						TOTAL	34,279.75	
100255	Door Services Corporation	340250958	04/23/26	P	100-53200-40-00000	R & M STRUCTURES	3,643.08	05/19/26
						TOTAL	3,643.08	
100193	EQUIPMENTSHARE.COM, INC.	6873257-000	05/07/26	P	100-53201-62-00000	R & M SMALL EQUIPMENT	320.09	05/19/26
							320.09	
100111	FERGUSON US HOLDINGS, INC	1660485	04/20/26	P	500-51310-41-00000	OTHER SMALL EQUIPMENT	4,389.00	05/19/26
						TOTAL	4,389.00	

Vendor No.	Vendor Name	Invoice Number	Invoice Date	Invoice Status	Account Number	Account Description	Amount	Check Date
4285	FILTERBUY, INC	EAB7A5B8-0006	04/30/26	P	100-53200-40-00000	R & M STRUCTURES	320.46	05/19/26
						TOTAL	320.46	
100124	GPS INSIGHT INC.	INV1862709	05/11/26	P	100-53325-14-00000	SOFTWARE LICENSING	745.80	05/19/26
						TOTAL	745.80	
2009	GT DISTRIBUTORS, INC.	UNIV0097027	05/06/26	P	100-51300-32-00000	UNIFORM & CLOTHING	39.00	05/19/26
2009	GT DISTRIBUTORS, INC.	UNIV0097154	05/06/26	P	100-51300-32-00000	UNIFORM & CLOTHING	19.50	05/19/26
2009	GT DISTRIBUTORS, INC.	INV1086104	05/18/26	P	100-51300-32-00000	UNIFORM & CLOTHING	96.40	05/19/26
						TOTAL	154.90	
2088	Home Depot Credit Services	43000943	04/02/26	P	100-53200-40-00000	R & M STRUCTURES	337.75	05/19/26
2088	Home Depot Credit Services	4290976	04/02/26	P	100-53200-40-00000	R & M STRUCTURES	337.75	05/19/26
2088	Home Depot Credit Services	6340214	04/20/26	P	500-53205-42-00000	R & M SEWER SYSTEM	383.04	05/19/26
2088	Home Depot Credit Services	4022979	04/22/26	P	100-53200-40-00000	R & M STRUCTURES	269.88	05/19/26
2088	Home Depot Credit Services	4022992	04/22/26	P	100-53200-40-00000	R & M STRUCTURES	159.40	05/19/26
2088	Home Depot Credit Services	8013546	05/08/26	P	500-51310-41-00000	OTHER SMALL EQUIPMENT	319.00	05/19/26
2088	Home Depot Credit Services	8013546 CR.	05/08/26	P	500-51310-41-00000	OTHER SMALL EQUIPMENT	- 6.38	05/19/26
						TOTAL	1,800.44	
2034	IMPERATIVE INFORMATION GROUP,	274787	04/30/26	P	100-53548-13-00000	EMPLOYEE BACKGROUND CHECK	592.50	05/19/26
						TOTAL	592.50	
4102	INSIGHT PUBLIC SECTOR	931614096	04/30/26	P	100-53325-14-00000	SOFTWARE LICENSING	3.40	05/19/26
						TOTAL	3.40	
4102	INSIGHT PUBLIC SECTOR	1101384488	05/11/26	P	100-53325-14-00000	SOFTWARE LICENSING	2,570.75	05/19/26
						TOTAL	2,570.75	
100296	Kathleen A Morgan	04.2026KATHI	04/30/26	P	100-53010-14-00000	TECHNOLOGY CONTRACTED SVS	1,800.00	05/19/26
						TOTAL	1,800.00	
4255	KAMSTRUP WATER METERING, LLC	CD99017206	04/30/26	P	500-53022-43-00000	ANNUAL SOFTWARE MAINTENANCE	23,470.04	05/19/26
						TOTAL	23,470.04	

Vendor No.	Vendor Name	Invoice Number	Invoice Date	Invoice Status	Account Number	Account Description	Amount	Check Date
1649	KEITH'S ACE HARDWARE	162533	04/02/26	P	500-53204-41-00000	R&M WATER SYSTEM	2.79	05/19/26
1649	KEITH'S ACE HARDWARE	162515	04/01/26	P	500-53204-41-00000	R&M WATER SYSTEM	16.77	05/19/26
1649	KEITH'S ACE HARDWARE	162532	04/02/26	P	500-53204-41-00000	R&M WATER SYSTEM	16.74	05/19/26
1649	KEITH'S ACE HARDWARE	162516	04/02/26	P	500-51310-41-00000	OTHER SMALL EQUIPMENT	69.96	05/19/26
1649	KEITH'S ACE HARDWARE	162608	04/10/26	P	100-53206-40-00000	R & M HEAVY EQUIPMENT	29.76	05/19/26
1649	KEITH'S ACE HARDWARE	162651	04/14/26	P	100-53200-40-00000	R & M STRUCTURES	14.99	05/19/26
1649	KEITH'S ACE HARDWARE	1627271	04/20/26	P	100-53216-40-00000	R & M STREETS	50.32	05/19/26
1649	KEITH'S ACE HARDWARE	162738	04/21/26	P	500-53206-41-00000	R & M HEAVY EQUIPMENT	134.99	05/19/26
1649	KEITH'S ACE HARDWARE	162874	04/30/26	P	100-53200-40-00000	R & M STRUCTURES	12.99	05/19/26
1649	KEITH'S ACE HARDWARE	162878	04/30/26	P	100-53200-40-00000	R & M STRUCTURES	6.99	05/19/26
						TOTAL	356.30	
100008	KRONOS SAASHR, INC.	I10080057956	05/08/26	P	100-53520-20-00000	BANK AND PAYMENT FEES	5.25	05/19/26
						TOTAL	5.25	
3875	LINEBARGER GOGGAN BLAIR & SAMP	12026	05/12/26	P	100-20006-00-00000	LINEBARGER COLLECTIONS	1,217.58	05/19/26
3875	LINEBARGER GOGGAN BLAIR & SAMP	22026	05/12/26	P	100-20006-00-00000	LINEBARGER COLLECTIONS	1,843.39	05/19/26
3875	LINEBARGER GOGGAN BLAIR & SAMP	32026	05/12/26	P	100-20006-00-00000	LINEBARGER COLLECTIONS	6,504.86	05/19/26
						TOTAL	9,565.83	
2392	LOWE'S COMPANIES, INC.	86200	04/30/26	P	100-53200-40-00000	R & M STRUCTURES	33.92	05/19/26
						TOTAL	33.92	
100299	LSPS Solutions, LLC	1874	04/17/26	P	500-53003-41-00000	ENGINEERING SERVICES	4,800.00	05/19/26
						TOTAL	4,800.00	
100227	Matrix Imaging Solutions, LLC	DP2601569	03/31/26	P	100-53555-16-00000	NEWSLETTER	203.02	05/19/26
100227	Matrix Imaging Solutions, LLC	DP2601569	03/31/26	P	500-53057-22-00000	WATER BILL PROCESSING/POSTAGE	12,926.90	05/19/26
100227	Matrix Imaging Solutions, LLC	3P109029	04/21/26	P	100-53555-16-00000	NEWSLETTER	1,084.30	05/19/26
100227	Matrix Imaging Solutions, LLC	3P109030	04/21/26	P	500-53330-22-00000	OTHER OPERATING EXPENSES	1,084.30	05/19/26
						TOTAL	15,298.52	
4235	MATTHEW S BRYANT	10218	05/04/26	P	500-53204-41-00000	R&M WATER SYSTEM	265.00	05/19/26
						TOTAL	265.00	

Vendor No.	Vendor Name	Invoice Number	Invoice Date	Invoice Status	Account Number	Account Description	Amount	Check Date
2862	METRO FIRE APPARATUS SPECIALIS	INV-03-28850	05/14/26	P	100-53201-30-00000	R & M SMALL EQUIPMENT	284.00	05/19/26
						TOTAL	284.00	
2227	NATIONAL ALL PRO QUICK LUBE	00001-137752	05/06/26	P	100-53202-32-00000	R & M AUTO/TRUCK	57.45	05/19/26
2227	NATIONAL ALL PRO QUICK LUBE	00001-137781	05/06/26	P	100-53202-32-00000	R & M AUTO/TRUCK	57.90	05/19/26
						TOTAL	115.35	
3247	NICHOLS, JACKSON, DILLARD, HAG	66500 / 66501	04/30/26	P	100-53002-01-00000	LEGAL SERVICES	9,295.10	05/19/26
3247	NICHOLS, JACKSON, DILLARD, HAG	66500 / 66501	04/30/26	P	100-53019-21-00000	COURT PROSECUTOR	1,977.55	05/19/26
						TOTAL	11,272.65	
2251	O'REILLY AUTOMOTIVE, INC.	6824-113539	05/04/26	P	100-53202-32-00000	R & M AUTO/TRUCK	7.49	05/19/26
2251	O'REILLY AUTOMOTIVE, INC.	6824-114046	05/04/26	P	100-53202-32-00000	R & M AUTO/TRUCK	10.99	05/19/26
2251	O'REILLY AUTOMOTIVE, INC.	6824-114384	05/04/26	P	100-53202-32-00000	R & M AUTO/TRUCK	12.99	05/19/26
2251	O'REILLY AUTOMOTIVE, INC.	6824-115239	05/06/26	P	500-53202-41-00000	R & M AUTO/TRUCK	87.41	05/19/26
2251	O'REILLY AUTOMOTIVE, INC.	6824-113719	04/03/26	P	500-53201-41-00000	R & M SMALL EQUIPMENT	1.65	05/19/26
2251	O'REILLY AUTOMOTIVE, INC.	6824-114198	04/09/26	P	550-53202-46-00000	R & M AUTO/TRUCK	8.38	05/19/26
						TOTAL	128.91	
2279	PITNEY BOWES GLOBAL FINANCIAL	3322470823	04/25/26	P	100-51332-11-00000	POSTAGE	197.58	05/19/26
						TOTAL	197.58	
2284	POWERPLAN	W3096518	03/11/26	P	500-53206-41-00000	R & M HEAVY EQUIPMENT	4,470.32	05/19/26
						TOTAL	4,470.32	
100237	Prism Electric, INC.	127734	04/28/26	P	100-53200-40-00000	R & M STRUCTURES	8,317.00	05/19/26
100237	Prism Electric, INC.	127925	05/07/26	P	100-53200-40-00000	R & M STRUCTURES	2,542.00	05/19/26
						TOTAL	10,859.00	
3027	PRIMARY HEALTH, INC d/b/a CARE	CN46484240350	05/11/26	P	100-53514-13-00000	MEDICAL/PHYSICAL EXAMS	75.00	05/19/26
3027	PRIMARY HEALTH, INC d/b/a CARE	CN46484240350	05/11/26	P	100-53514-13-00000	MEDICAL/PHYSICAL EXAMS	75.00	05/19/26
						TOTAL	150.00	
4221	PUMP SOLUTIONS	2026-0554	05/12/26	P	500-53205-42-00000	R & M SEWER SYSTEM	555.00	05/19/26
						TOTAL	555.00	

Vendor No.	Vendor Name	Invoice Number	Invoice Date	Invoice Status	Account Number	Account Description	Amount	Check Date
100119	QKB INC	INV0657	05/06/26	P	500-53204-41-00000	R&M WATER SYSTEM	10,100.00	05/19/26
100119	QKB INC	INV0658	05/06/26	P	500-53204-41-00000	R&M WATER SYSTEM	10,400.00	05/19/26
						TOTAL	20,500.00	
100191	RASHEED, STACEY	SR-04-2026	05/18/26	P	100-22145-00-00000	INSTRUCTOR PAYABLE	584.40	05/19/26
						TOTAL	584.40	
3967	SHIPMAN TIRE & AUTO SERVICE	INV074361	05/06/26	P	100-53202-32-00000	R & M AUTO/TRUCK	405.00	05/19/26
						TOTAL	405.00	
100098	TEXAS COMM ON LAW ENFORCEMENT	RHANDI TAYLOR	05/19/26	P	100-53334-32-00000	DUES, SUBSCRIPTIONS, & PUB	250.00	05/19/26
						TOTAL	250.00	
100156	TEXAS MULTI-CHEM, LTD	1066109	04/14/26	P	100-53210-62-00000	HERITAGE PARK MAINTENANCE	43,180.00	05/19/26
100156	TEXAS MULTI-CHEM, LTD	1066108	04/14/26	P	100-53210-62-00000	HERITAGE PARK MAINTENANCE	10,000.00	05/19/26
						TOTAL	53,180.00	
3278	TEXAS SOCIAL SECURITY PROGRAM	9290828-2026	04/23/26	P	100-53334-13-00000	DUES, SUBSCRIPTIONS, & PUB	35.00	05/19/26
						TOTAL	35.00	
2458	TRINITY RIVER AUTHORITY	BH 1970	05/10/26	P	500-53045-42-00000	T.R.A. SEWAGE SYSTEM	117,534.00	05/19/26
2458	TRINITY RIVER AUTHORITY	BH 1970	05/10/26	P	500-53744-42-00000	TRA DEBT SERVICE PAYMENTS	334,209.00	05/19/26
2458	TRINITY RIVER AUTHORITY	388	05/11/26	P	500-53337-41-00000	TRA LAB EXPENSE	424.20	05/19/26
						TOTAL	452,167.20	
2425	TXU ENERGY	52003976467	04/29/26	P	100-53313-40-00000	ELECTRICITY	10,982.13	05/19/26
2425	TXU ENERGY	52003976467	04/29/26	P	500-53313-41-00000	ELECTRICITY	4,698.73	05/19/26
						TOTAL	15,680.86	
3492	Uline, Inc	207544920	05/04/26	P	100-53216-40-00000	R & M STREETS	702.15	05/19/26
						TOTAL	702.15	
100213	UrbanCore Collaborative, Inc.	GLENNHEIGHTS020	05/03/26	P	500-53003-41-00000	ENGINEERING SERVICES	3,971.25	05/19/26
						TOTAL	3,971.25	

Vendor No.	Vendor Name	Invoice Number	Invoice Date	Invoice Status	Account Number	Account Description	Amount	Check Date
1742	USA BLUEBOOK	INV01042613	05/08/26	P	500-51313-42-00000	CHEMICALS	241.44	05/19/26
						TOTAL	241.44	
3134	WEX BANK	112254699	04/30/26	P	100-51325-40-00000	GASOLINE & FUELS	131.14	05/19/26
3134	WEX BANK	112254699	04/30/26	P	100-51325-40-00000	GASOLINE & FUELS	4,173.38	05/19/26
3134	WEX BANK	112254699	04/30/26	P	100-51325-40-00000	GASOLINE & FUELS	8,592.08	05/19/26
3134	WEX BANK	112254699	04/30/26	P	100-51325-40-00000	GASOLINE & FUELS	670.68	05/19/26
3134	WEX BANK	112254699	04/30/26	P	500-51325-43-00000	GASOLINE & FUELS	367.84	05/19/26
3134	WEX BANK	112254699	04/30/26	P	500-51325-42-00000	GASOLINE & FUELS	1,614.47	05/19/26
3134	WEX BANK	112254699	04/30/26	P	500-51325-41-00000	GASOLINE & FUELS	1,712.86	05/19/26
3134	WEX BANK	112254699	04/30/26	P	550-51325-46-00000	GASOLINE & FUELS	1,003.96	05/19/26
3134	WEX BANK	112254699	04/30/26	P	100-53202-32-00000	R & M AUTO/TRUCK	8.76	05/19/26
						TOTAL	18,275.17	
100291	Willdan Financial Services	010-65824	04/24/26	P	100-53013-52-00000	OTHER PROFESSIONAL SERVICES	5,044.00	05/19/26
						TOTAL	5,044.00	
100181	BELLE STUDIO, LLC	MC-04-2026	05/18/26	P	100-22145-00-00000	INSTRUCTOR PAYABLE	168.00	05/19/26
						TOTAL	168.00	
100182	MITCHELL, VALLERY	VM-04-2026	05/18/26	P	100-22145-00-00000	INSTRUCTOR PAYABLE	312.00	05/19/26
						TOTAL	312.00	
1	Justin Rudd	JRUDD05312026	05/29/26	P	100-53307-30-00000	CONFERENCE, TRAINING, & TRAVEL	440.00	05/29/26
						TOTAL	440.00	
2771	AT&T	05.26-214A35003	05/11/26	P	100-53342-32-00000	E-911 SERVICES	1,054.42	05/29/26
2771	AT&T	05.26-214A35003	05/11/26	P	100-53308-14-00000	TELECOMMUNICATIONS	243.09	05/29/26
2771	AT&T	05.26 972230767	05/07/26	P	100-53308-14-00000	TELECOMMUNICATIONS	794.59	05/29/26
						TOTAL	2,092.10	
1715	AT&T MOBILITY	28734205X052426	05/16/26	P	100-53308-14-00000	TELECOMMUNICATIONS	105.25	05/29/26
1715	AT&T MOBILITY	28734205X052426	05/16/26	P	100-53528-20-00000	LATE PAYMENT PENALTIES	1.48	05/29/26
						TOTAL	106.73	

Vendor No.	Vendor Name	Invoice Number	Invoice Date	Invoice Status	Account Number	Account Description	Amount	Check Date
1720	ATMOS ENERGY	05.13.2026	05/13/26	P	100-53321-40-00000	NATURAL GAS	287.97	05/29/26
1720	ATMOS ENERGY	05.13.2026	05/13/26	P	100-53321-40-00000	NATURAL GAS	99.62	05/29/26
1720	ATMOS ENERGY	05.13.2026	05/13/26	P	100-53321-40-00000	NATURAL GAS	109.06	05/29/26
1720	ATMOS ENERGY	05.13.2026	05/13/26	P	100-53321-40-00000	NATURAL GAS	177.45	05/29/26
1720	ATMOS ENERGY	05.13.2026	05/13/26	P	100-53321-40-00000	NATURAL GAS	471.72	05/29/26
						TOTAL	1,145.82	
2419	TEXAS MUNICIPAL	PPE 04.05.2026	04/05/26	P	100-22113-00-00000	RETIREMENT (TMRS) PAYABLE	16,942.59	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.05.2026	04/05/26	P	500-22113-00-00000	RETIREMENT (TMRS) PAYABLE	1,375.28	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.05.2026	04/05/26	P	550-22113-00-00000	RETIREMENT (TMRS) PAYABLE	550.86	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.05.2026	04/05/26	P	100-51081-10-00000	T.M.R.S	766.91	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.05.2026	04/05/26	P	100-51081-12-00000	T.M.R.S	193.00	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.05.2026	04/05/26	P	100-51081-13-00000	T.M.R.S	321.17	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.05.2026	04/05/26	P	100-51081-14-00000	T.M.R.S	148.71	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.05.2026	04/05/26	P	100-51081-16-00000	T.M.R.S	109.99	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.05.2026	04/05/26	P	100-51081-20-00000	T.M.R.S	316.84	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.05.2026	04/05/26	P	100-51081-21-00000	T.M.R.S	234.21	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.05.2026	04/05/26	P	500-51081-22-00000	T.M.R.S	333.39	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.05.2026	04/05/26	P	100-51081-30-00000	T.M.R.S	3,590.32	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.05.2026	04/05/26	P	100-51081-32-00000	T.M.R.S	4,749.28	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.05.2026	04/05/26	P	100-51081-40-00000	T.M.R.S	1,068.70	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.05.2026	04/05/26	P	500-51081-41-00000	T.M.R.S	383.97	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.05.2026	04/05/26	P	500-51081-42-00000	T.M.R.S	272.85	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.05.2026	04/05/26	P	550-51081-46-00000	T.M.R.S	396.61	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.05.2026	04/05/26	P	100-51081-53-00000	T.M.R.S	304.89	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.05.2026	04/05/26	P	100-51081-60-00000	T.M.R.S	314.57	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.05.2026	04/05/26	P	100-51081-62-00000	T.M.R.S	82.09	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.19.2026	04/19/26	P	100-22113-00-00000	RETIREMENT (TMRS) PAYABLE	16,882.81	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.19.2026	04/19/26	P	500-22113-00-00000	RETIREMENT (TMRS) PAYABLE	1,262.43	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.19.2026	04/19/26	P	550-22113-00-00000	RETIREMENT (TMRS) PAYABLE	551.15	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.19.2026	04/19/26	P	100-51081-10-00000	T.M.R.S	788.51	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.19.2026	04/19/26	P	100-51081-12-00000	T.M.R.S	193.00	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.19.2026	04/19/26	P	100-51081-13-00000	T.M.R.S	321.17	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.19.2026	04/19/26	P	100-51081-14-00000	T.M.R.S	149.54	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.19.2026	04/19/26	P	100-51081-16-00000	T.M.R.S	109.99	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.19.2026	04/19/26	P	100-51081-20-00000	T.M.R.S	316.84	05/14/26

Vendor No.	Vendor Name	Invoice Number	Invoice Date	Invoice Status	Account Number	Account Description	Amount	Check Date
2419	TEXAS MUNICIPAL	PPE 04.19.2026	04/19/26	P	100-51081-21-00000	T.M.R.S	234.21	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.19.2026	04/19/26	P	500-51081-22-00000	T.M.R.S	324.22	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.19.2026	04/19/26	P	100-51081-30-00000	T.M.R.S	3,626.26	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.19.2026	04/19/26	P	100-51081-32-00000	T.M.R.S	4,637.51	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.19.2026	04/19/26	P	100-51081-40-00000	T.M.R.S	1,070.95	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.19.2026	04/19/26	P	500-51081-41-00000	T.M.R.S	376.73	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.19.2026	04/19/26	P	500-51081-42-00000	T.M.R.S	277.11	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.19.2026	04/19/26	P	550-51081-46-00000	T.M.R.S	396.83	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.19.2026	04/19/26	P	100-51081-53-00000	T.M.R.S	304.89	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.19.2026	04/19/26	P	100-51081-60-00000	T.M.R.S	312.98	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.19.2026	04/19/26	P	100-51081-62-00000	T.M.R.S	89.79	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.19.2026A	04/19/26	P	100-22113-00-00000	RETIREMENT (TMRS) PAYABLE	49.23	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.19.2026A	04/19/26	P	500-22113-00-00000	RETIREMENT (TMRS) PAYABLE	3.68	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.19.2026A	04/19/26	P	550-22113-00-00000	RETIREMENT (TMRS) PAYABLE	1.61	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.19.2026A	04/19/26	P	100-51081-10-00000	T.M.R.S	2.30	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.19.2026A	04/19/26	P	100-51081-12-00000	T.M.R.S	0.56	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.19.2026A	04/19/26	P	100-51081-13-00000	T.M.R.S	0.94	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.19.2026A	04/19/26	P	100-51081-14-00000	T.M.R.S	0.44	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.19.2026A	04/19/26	P	100-51081-16-00000	T.M.R.S	0.32	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.19.2026A	04/19/26	P	100-51081-20-00000	T.M.R.S	0.92	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.19.2026A	04/19/26	P	100-51081-21-00000	T.M.R.S	0.68	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.19.2026A	04/19/26	P	500-51081-22-00000	T.M.R.S	0.95	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.19.2026A	04/19/26	P	100-51081-30-00000	T.M.R.S	10.57	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.19.2026A	04/19/26	P	100-51081-32-00000	T.M.R.S	13.52	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.19.2026A	04/19/26	P	100-51081-40-00000	T.M.R.S	3.12	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.19.2026A	04/19/26	P	500-51081-41-00000	T.M.R.S	1.10	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.19.2026A	04/19/26	P	500-51081-42-00000	T.M.R.S	0.81	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.19.2026A	04/19/26	P	550-51081-46-00000	T.M.R.S	1.16	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.19.2026A	04/19/26	P	100-51081-53-00000	T.M.R.S	0.89	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.19.2026A	04/19/26	P	100-51081-60-00000	T.M.R.S	0.91	05/14/26
2419	TEXAS MUNICIPAL	PPE 04.19.2026A	04/19/26	P	100-51081-62-00000	T.M.R.S	0.27	05/14/26
						TOTAL	64,777.13	
						GRAND TOTAL	1,223,667.86	

CITY OF GLENN HEIGHTS			
A/P CHECK REGISTER			
CHECKS FROM 05/01/2026 TO 05/31/2026			
	999-10082-00 00000		
05/08/26	All Pro Door Repair LLC	9,529.00	Regular
05/08/26	Blades Group LLC	1,240.00	Regular
05/08/26	BOUND TREE MEDICAL, LLC.	32.76	Regular
05/08/26	BRITTON METER REPAIR	523.70	Regular
05/08/26	COMMUNITY WASTE DISPOSAL L.P.	48.78	EFTPS
05/08/26	CUSTOM PRODUCTS CORPORATION	1,090.65	Regular
05/08/26	DALLAS LITE & BARRICADE, INC.	2,926.40	Regular
05/08/26	HERITAGE AIR SERVICES, LLC	1,678.50	Regular
05/08/26	JETS FIRE & SAFETY	22,668.75	Regular
05/08/26	NATIONAL ALL PRO QUICK LUBE	85.40	Regular
05/08/26	Pepper Psychological Services	230.00	Regular
05/08/26	RITA COOK	50.00	Regular
05/08/26	Shane King	477.26	Regular
05/08/26	Sierra Shred, LLC	1,575.00	Regular
05/08/26	TJP Enterprises, LLC	49.00	Regular
05/15/26	SONJA A. BROWN	218.55	Regular
05/19/26	AIR SUPPLY	82.75	Regular
05/19/26	AIRESPRING INC.	7,143.92	EFTPS
05/19/26	Aoka Engineering LLC	19,181.52	Regular
05/19/26	ARROW PEST CONTROL	875.00	Regular
05/19/26	AT&T MOBILITY	4,320.86	Regular
05/19/26	ATMOS ENERGY	100.64	Regular
05/19/26	AVENUE TEXACO DISTRIBUTOR, INC	2,449.50	Regular
05/19/26	Baker, Marchelle	243.75	Regular
05/19/26	BERRY COMPANIES, INC.	27,659.61	Regular
05/19/26	BOUND TREE MEDICAL, LLC.	61.30	Regular
05/19/26	BRITTON METER REPAIR	1,155.95	Regular
05/19/26	Carol Trent	180.01	Regular
05/19/26	CHARTER COMMUNICATIONS dba SPE	885.95	Regular
05/19/26	CITY OF DESOTO	7,947.17	EFTPS
05/19/26	CIVICPLUS, INC	5,003.95	EFTPS
05/19/26	Community National Title, LLC	151,915.00	EFTPS
05/19/26	COMMUNITY WASTE DISPOSAL L.P.	97.56	EFTPS
05/19/26	DALLAS WATER UTILITIES	161,957.74	EFTPS
05/19/26	DATAVOX INC.	17,455.84	EFTPS
05/19/26	DATAVOX INC.	34,279.75	Regular
05/19/26	Door Services Corporation	3,643.08	Regular

05/19/26	EQUIPMENTSHARE.COM, INC.	320.09	Regular
05/19/26	FERGUSON US HOLDINGS, INC	4,389.00	EFTPS
05/19/26	FILTERBUY, INC	320.46	Regular
05/19/26	GPS INSIGHT INC.	745.80	EFTPS
05/19/26	GT DISTRIBUTORS, INC.	154.90	Regular
05/19/26	Home Depot Credit Services	1,800.44	EFTPS
05/19/26	IMPERATIVE INFORMATION GROUP,	592.50	Regular
05/19/26	INSIGHT PUBLIC SECTOR	3.40	EFTPS
05/19/26	INSIGHT PUBLIC SECTOR	2,570.75	Regular
05/19/26	Kathleen A Morgan	1,800.00	Regular
05/19/26	KAMSTRUP WATER METERING, LLC	23,470.04	Regular
05/19/26	KEITH'S ACE HARDWARE	356.30	Regular
05/19/26	KRONOS SAASHR, INC.	5.25	Regular
05/19/26	LINEBARGER GOGGAN BLAIR & SAMP	9,565.83	Regular
05/19/26	LOWE'S COMPANIES, INC.	33.92	Regular
05/19/26	LSPS Solutions, LLC	4,800.00	Regular
05/19/26	Matrix Imaging Solutions, LLC	15,298.52	EFTPS
05/19/26	MATTHEW S BRYANT	265.00	Regular
05/19/26	METRO FIRE APPARATUS SPECIALIS	284.00	Regular
05/19/26	NATIONAL ALL PRO QUICK LUBE	115.35	Regular
05/19/26	NICHOLS, JACKSON, DILLARD, HAG	11,272.65	EFTPS
05/19/26	O'REILLY AUTOMOTIVE, INC.	128.91	EFTPS
05/19/26	PITNEY BOWES GLOBAL FINANCIAL	197.58	EFTPS
05/19/26	POWERPLAN	4,470.32	Regular
05/19/26	Prism Electric, INC.	10,859.00	EFTPS
05/19/26	PRIMARY HEALTH, INC d/b/a CARE	150.00	Regular
05/19/26	PUMP SOLUTIONS	555.00	Regular
05/19/26	QKB INC	20,500.00	EFTPS
05/19/26	RASHEED, STACEY	584.40	Regular
05/19/26	SHIPMAN TIRE & AUTO SERVICE	405.00	Regular
05/19/26	TEXAS COMM ON LAW ENFORCEMENT	250.00	Regular
05/19/26	TEXAS MULTI-CHEM, LTD	53,180.00	Regular
05/19/26	TEXAS SOCIAL SECURITY PROGRAM	35.00	Regular
05/19/26	TRINITY RIVER AUTHORITY	452,167.20	EFTPS
05/19/26	TXU ENERGY	15,680.86	EFTPS
05/19/26	Uline, Inc	702.15	Regular
05/19/26	UrbanCore Collaborative, Inc.	3,971.25	ACH
05/19/26	USA BLUEBOOK	241.44	Regular
05/19/26	WEX BANK	18,275.17	EFTPS
05/19/26	Willdan Financial Services	5,044.00	EFTPS
05/19/26	BELLE STUDIO, LLC	168.00	Regular
05/19/26	MITCHELL, VALLERY	312.00	Regular

05/29/26	Justin Rudd	440.00	Regular
05/29/26	AT&T	2,092.10	Regular
05/29/26	AT&T MOBILITY	106.73	Regular
05/29/26	ATMOS ENERGY	1,145.82	Regular
05/14/26	TEXAS MUNICIPAL	64,777.13	EFTPS
	Checks total:	246,986.99	
	ACH total:	3,971.25	
	EFTPS total:	972,709.62	
	Wire transfer total:	-	
	GRAND TOTALS	1,223,667.86	

MAY 2026 CASH AND INVESTMENT REPORT

POOLED CASH RECONCILIATION	
Fund	Balance In Pooled Cash Per General Ledger
100 General Fund	\$ 17,847,420.53
200 Court Technology	\$ 18,818.47
201 Court Security	\$ 22,649.76
202 Youth Diversion Fund	\$ 9,565.79
203 Local Court Tech Fund	\$ 4,526.38
204 Local Muni Jury Fund	\$ 648.54
205 911 Wireless	\$ 369,058.39
215 Street Impact	\$ 1,617,461.70
216 Keep Glenn Heights Beautiful	\$ 267.16
217 Court Tech & Security	\$ 13,442.88
230 Park Fees	\$ 985,005.73
250 Operating Grants	\$ 602,266.37
251 ARPA Fund	\$ 119,312.33
260 Unemployment Comp	\$ 7,703.82
300 Debt Service	\$ 244,755.67
*403 2016 GO BOND	\$ (111,667.10)
406 Vehicle Replacement	\$ 25,201.01
410 GF Capital Projects	\$ 4,943,513.48
412 Veterans Memorial	\$ 86.72
423 P.E.G. Fund	\$ 89,243.56
500 Water & Sewer	\$ 2,911,064.04
**505 Capital Projects	\$ (231,058.03)
515 W/S Impact	\$ 5,173,365.62
550 Drainage	\$ 868,746.29
TOTAL POOLED CASH - GL	\$ 35,531,399.11
* Needs reimbursement from TexStar & TxDOT	
**Smart Meter Loan is carried in Fund 505	
Balance per Prosperity Statement	\$ 2,636,609.56
Balance per TexStar Statement	\$ 4,390,864.00
Balance per LOGIC Statement	\$ 4,566,952.22
Texas Connect Statement	\$ 4,505,186.69
U.S. Bank Statement	\$ 18,022,509.96
TOTAL POOLED CASH	\$ 34,122,122.43
Reconciling Items:	\$ (1,409,276.68)
Add: Deposits In-Transit	
Less: Outstanding Checks	
Less: Outstanding Other	
Adjusting Items	\$ -
Adjusted GL Balance	\$ 34,122,122.43
Unreconciled Difference	\$ (1,409,276.68)

OTHER PROSPERITY BANK ACCOUNTS RECONCILIATION					
Bank Account	Beginning GL Balance	Beginning Balance Per Bank Statement	Other Reconciling Items	Ending GL Balance	Unreconciled Difference
Seizure Hold	\$ 5,664.11	\$ 5,664.11	\$ 3.85	\$ 5,667.96	\$ -
Chamber of Commerce	\$ 17,583.80	\$ 17,583.80	\$ 14.93	\$ 17,598.73	\$ -
TOTAL OTHER PROSP	\$ 23,247.91			\$ 23,266.69	\$ -

TOTAL CASH/INVESTMENT BAL	
FUND	CASH BALANCE
100 General Fund	\$ 17,847,420.53
200 Court Technology	\$ 18,818.47
201 Court Security	\$ 22,649.76
202 Truancy Prevention	\$ 9,565.79
203 Local Court Tech Fund	\$ 4,526.38
204 Local Muni Jury Fund	\$ 648.54
205 911 Wireless	\$ 369,058.39
213 Federal Seizure	\$ 3,544.56
214 State Seizure	\$ 12,370.46
215 Street Impact Fees	\$ 1,617,461.70
216 KGHB	\$ 267.16
217 Court Tech & Security	\$ 13,442.88
230 Park Fees	\$ 985,005.73
250 Operating Grants	\$ 602,266.37
251 ARPA	\$ 119,312.33
260 Unemployment Comp	\$ 7,703.82
300 Debt Service	\$ 244,755.67
403 2016 GO Bond	\$ 2,153,091.85
406 Vehicle Replacement	\$ 25,201.01
410 General Fund Capital Projects	\$ 4,943,513.48
412 Veterans Memorial	\$ 86.72
423 P.E.G. Fund	\$ 89,243.56
500 W/S Fund	\$ 2,911,064.04
505 Capital Projects	\$ (231,058.03)
515 W/S Impact Fees	\$ 5,173,365.62
550 Drainage	\$ 868,746.29
Seizure Hold - Cash	\$ 5,667.96
Chamber of Commerce	\$ 17,598.73
\$ 37,835,339.77	

BANK SECURITY PROSPERITY (PLEGDED COLLATERAL)	
POOLED CASH ACCOUNT	\$ 2,636,609.56
SEIZURE HOLD	\$ 5,667.96
CHAMBER OF COMMERCE	\$ 17,598.73
TOTAL BANK BALANCES	\$ 2,659,876.25
LESS FDIC INSURED	\$ (250,000.00)
COLLATERALIZED TOTAL:	\$ 2,409,876.25
COLLATERALIZED TOTAL 102%	\$ 2,458,073.78
COLLATERAL PER BANK	\$ 18,205,716.98

APR %	
Prosperity Bank	1.0050%
Texas Connect	3.7900%
TexStar	3.5974%
LOGIC	3.7475%

TEXSTAR RECONCILIATION			
Fund	GL Balance - Texstar	Add: Interest/Other	Balance Per Bank Statement
Fed Seizure	\$ 3,544.56	\$ -	\$ 3,544.56
State Seizure	\$ 12,370.46	\$ -	\$ 12,370.46
2016 GO Bond	\$ 2,264,758.95	\$ -	\$ 2,264,758.95
TOTAL NON-POOLED TEXSTAR	\$ 2,280,673.97	\$ -	\$ 2,280,673.97

CITY OF GLENN HEIGHTS
MAY 2026 OVERTIME REPORT
PAYROLLS FOR 5/07 & 5/21/26
PAY PERIODS 04/20 - 05/03 & 05/04 - 05/17

FIRE							
EMP NO#	POSITION	1st PP	AMOUNT	2nd PP	AMOUNT	TOTAL HOURS	TOTAL AMOUNT
01-XXXX	PARAMEDIC	88.00	2,687.52	40.00	1,221.60	128.00	3,909.12
01-XXXX	FIREFIGHTER/EMT	-	-	52.00	1,911.00	52.00	1,911.00
01-XXXX	PARAMEDIC	16.00	488.64	16.00	488.64	32.00	977.28
01-XXXX	INTERIM DRIVER/ENGINEER	-	-	39.00	2,303.73	39.00	2,303.73
01-XXXX	PARAMEDIC	16.00	516.33	40.00	1,290.83	56.00	1,807.16
01-XXXX	FIREFIGHTER/PARAMEDIC	-	-	64.00	2,820.88	64.00	2,820.88
01-XXXX	PARAMEDIC	40.00	1,259.10	88.00	2,770.02	128.00	4,029.12
01-XXXX	CAPTAIN	-	-	77.00	4,602.57	77.00	4,602.57
01-XXXX	FIREFIGHTER/EMT	-	-	52.00	1,911.00	52.00	1,911.00
01-XXXX	FIREFIGHTER/PARAMEDIC	-	-	49.00	2,010.39	49.00	2,010.39
01-XXXX	FIREFIGHTER/PARAMEDIC	-	-	4.00	185.60	4.00	185.60
01-XXXX	PARAMEDIC	16.00	488.64	-	-	16.00	488.64
01-XXXX	PARAMEDIC SPECIALIST			40.00	1,221.60	40.00	1,221.60
*** DEPARTMENT TOTALS ***		176.00	5,440.23	561.00	22,737.86	737.00	28,178.09

Built in overtime, coverage for sick employees, and employees absent for training

POLICE							
EMP NO#	POSITION	1st PP	AMOUNT	2nd PP	AMOUNT	TOTAL HOURS	TOTAL AMOUNT
01-XXXX	COMMUNICATIONS OFFICER	40.25	1,487.64	28.00	1,034.88	68.25	2,522.52
01-XXXX	INTERIM POLICE SERGEANT	-	-	3.75	290.12	3.75	290.12
01-XXXX	RECORDS & PROPERTY COORDINATOR	3.50	154.00	1.00	43.92	4.50	197.92
01-XXXX	POLICE OFFICER	1.25	73.83	8.00	476.32	9.25	550.15
01-XXXX	POLICE OFFICER	17.25	984.80	-	-	17.25	984.80
01-XXXX	POLICE OFFICER II	13.25	767.97	9.50	550.95	22.75	1,318.92
01-XXXX	POLICE OFFICER	19.50	1,264.78	3.50	230.65	23.00	1,495.43
01-XXXX	POLICE OFFICER II/SRO	23.00	1,323.02	31.25	1,797.59	54.25	3,120.61
01-XXXX	POLICE OFFICER	20.25	1,156.07	6.00	342.54	26.25	1,498.61
01-XXXX	CODE COMPLIANCE OFFICER	-	-	1.25	50.84	1.25	50.84
01-XXXX	POLICE OFFICER	-	-	5.50	325.00	5.50	325.00
01-XXXX	POLICE OFFICER	7.25	418.62	-	-	7.25	418.62
01-XXXX	POLICE SERGEANT	19.75	1,519.42	4.00	307.73	23.75	1,827.15
01-XXXX	POLICE OFFICER	4.25	326.96	-	-	4.25	326.96
01-XXXX	POLICE OFFICER	3.25	185.54	24.25	1,384.43	27.50	1,569.97
01-XXXX	POLICE OFFICER/SRO	24.75	1,436.18	37.75	2,190.54	62.50	3,626.72
01-XXXX	POLICE OFFICER	-	-	9.00	519.66	9.00	519.66
01-XXXX	POLICE OFFICER	-	-	12.50	763.38	12.50	763.38
01-XXXX	DISPATCH SUPERVISOR	28.75	1,340.01	39.75	1,852.71	68.50	3,192.72
01-XXXX	POLICE OFFICER	0.50	28.98	8.00	463.64	8.50	492.62

EMP NO#	POSITION	1st PP	AMOUNT	2nd PP	AMOUNT	TOTAL HOURS	TOTAL AMOUNT
01-XXXX	POLICE OFFICER	27.25	1,555.70	28.25	1,612.79	55.50	3,168.49
01-XXXX	COMMUNICATIONS OFFICER	28.00	1,073.64	28.00	1,073.64	56.00	2,147.28
01-XXXX	POLICE OFFICER	3.50	207.27	8.00	514.56	11.50	721.83
01-XXXX	POLICE OFFICER	-	-	1.75	101.80	1.75	101.80
01-XXXX	POLICE OFFICER	1.00	57.09	13.00	742.17	14.00	799.26
01-XXXX	POLICE OFFICER II	14.50	827.81	-	-	14.50	827.81
01-XXXX	COMMUNICATIONS OFFICER	8.00	430.80	5.25	282.71	13.25	713.51
*** DEPARTMENT TOTALS ***		309.00	16,620.13	317.25	16,952.57	626.25	33,572.70

Late call/reports, case load, shift coverage, SRO billable

STREETS							
EMP NO#	POSITION	1st PP	AMOUNT	2nd PP	AMOUNT	TOTAL HOURS	TOTAL AMOUNT
01-XXXX	INSPECTOR	10.00	488.00	20.00	976.00	30.00	1,464.00
01-XXXX	UTILITY WORKER I	11.50	364.67	12.50	396.38	24.00	761.05
01-XXXX	UTILITY WORKER II	-	-	6.00	228.42	6.00	228.42
*** DEPARTMENT TOTALS ***		21.50	852.67	38.50	1,600.80	60.00	2,453.47

Repairs, cut offs/ons, water breaks, inspecting projects

UTILITY ADMINISTRATION							
EMP NO#	POSITION	1st PP	AMOUNT	2nd PP	AMOUNT	TOTAL HOURS	TOTAL AMOUNT
01-XXXX	CUSTOMER SERVICE CLERK	5.00	157.76	-	-	5.00	157.76
01-XXXX	CUSTOMER SERVICE CLERK	4.50	138.98	2.00	61.77	6.50	200.75
*** DEPARTMENT TOTALS ***		9.50	296.74	2.00	61.77	11.50	358.51

Community Connects

WATER OPERATIONS							
EMP NO#	POSITION	1st PP	AMOUNT	2nd PP	AMOUNT	TOTAL HOURS	TOTAL AMOUNT
01-XXXX	UTILITY WORKER III	9.50	391.23	-	-	9.50	391.23
01-XXXX	UTILITY WORKER II	9.00	332.37	12.00	443.16	21.00	775.53
01-XXXX	UTILITY WORKER III-BACKFLOW	-	-	4.00	185.64	4.00	185.64
*** DEPARTMENT TOTALS ***		18.50	723.60	16.00	628.80	34.50	1,352.40

Water breaks, well reads, and cut-offs/ons

EMP NO#	POSITION	1st PP	AMOUNT	2nd PP	AMOUNT	TOTAL HOURS	TOTAL AMOUNT
WASTEWATER OPERATIONS							
EMP NO#	POSITION	1st PP	AMOUNT	2nd PP	AMOUNT	TOTAL HOURS	TOTAL AMOUNT
01-XXXX	UTILITY WORKER III	8.50	303.20	-	-	8.50	303.20
01-XXXX	UTILITY WORKER I	14.50	482.42	0.50	16.64	15.00	499.06
01-XXXX	UTILITY WORKER III	6.00	241.47	-	-	6.00	241.47
*** DEPARTMENT TOTALS ***		29.00	1,027.09	0.50	16.64	29.50	1,043.73

Repairs, cut-offs/ons, water breaks, and sewer breaks

STORMWATER OPERATIONS							
EMP NO#	POSITION	1st PP	AMOUNT	2nd PP	AMOUNT	TOTAL HOURS	TOTAL AMOUNT
01-XXXX	UTILITY WORKER I	5.50	179.36	-	-	5.50	179.36
*** DEPARTMENT TOTALS ***		5.50	179.36	-	-	5.50	179.36

Water breaks, cut offs/ons

*** REPORT TOTALS ***	569.00	25,139.82	935.25	41,998.44	1,504.25	67,138.26
-----------------------	--------	-----------	--------	-----------	----------	-----------

CAPITAL PROJECT LIST
FY 25/26
APRIL 30, 2026

PROJECT	Revenue Account Number	Revenue Account Description	FY 25/26 Amount Budgeted	YTD Revenues	Expense Account Number	Expense Account Description	FY 25/26 Amount Budgeted	YTD Expenses	Notes
E Bear Creek RD Expansion - TOTAL							2,849,521		
- Fund 403 2016 GO Bond	403-48703-00-DART1	Capital Grant Proceeds	674,000	272,744	403-55085-99-DART1	Road Improvement Expenditures	647,000	317,729	
- Fund 403 2016 GO Bond	403-444520-99-TXDOT	Other Revenue - TXDOT	-	1,331,533	403-55085-99-BEAR1	Road Improvement Expenditures	2,202,521	1,597,793	
- Fund 410 Capital Projects	NA	FUND BALANCE	-	NA	410-55001-99-BEAR1	Cap Exp - E. Bear Creek Rd.	775,457	142,300	
Top of The Hill Drainage									
	NA	NA	-	NA	550-55001-46-TOTH1	Capital Expenditures	249,080	-	Project on hold
Intersection of W Bear Creek and S Westmoreland Phase 1 - TOTAL									
- Fund 215 Street Impact Fees	215-48999-40-BEAR1	Capital Contributions - Other	1,050,000	-				-	Money from developers
- Fund 215 Street Impact Fees	NA	NA	-	NA	215-55014-40-BEAR1	Road Expenditures	1,950,000	-	Partial amount of revenue to be spent
Intersection of Ovilla Rd and Santa Rosa									
	NA	NA	-	NA	215-55001-99-00000	Capital Expenditures	650,000	-	
Cinnamon Spring Waterline Replacement (Ellis Co ARPA)									
	251-48817-41-ELARP	Grant Revenue - Ellis ARPA	2,000,000	82,704	251-55003-41-ELARP	Capital Outlay	1,900,000	108,514	Ellis County ARPA
	250-46227-42-WATWW	Transfer from Fund 515	687,084	-	250-55001-42-WATWW	Capital Expenditures	687,084	-	
City of Glenn Heights for Citywide Infiltration and Inflow Study Project									
- Fund 250	250-44217-42-SWIIS	Grant Revenue - BRIC - SWIIS	400,000	-	250-55001-42-SWIIS	Capital Expenditures	534,000	-	Project on hold
- Fund 250	250-46229-42-SWIIS	Transfer in from Fund 500	134,000	-	250-55001-42-SWIIS	Capital Expenditures		-	
Jenkins Lane Alley Improvement Project									
-Fund 250	250-44227-40-JLAIP	Grant Revenue - CDBG - JLAIP	150,656		250-55024-40-JLAIP	Grant Expenditures-CDBG	150,656		
-Fund 410	Fund 410 Reserves				410-5		37,661		
City of Glenn Heights for Wastewater Treatment Project (Cinnamon Springs) - TOTAL									
- Fund 250 Operating Grants	250-44217-42-WATWW	Grant Revenue - BRIC	829,350		250-55001-42-WATWW	Capital Expenditures	2,748,337		Project on hold
- Fund 515 W&S Impact Fees	NA	NA	-		515-55003-42-WATWW	Capital Outlay			

CAPITAL PROJECT LIST
FY 25/26
APRIL 30, 2026

PROJECT	Revenue Account Number	Revenue Account Description	FY 25/26 Amount Budgeted	YTD Revenues	Expense Account Number	Expense Account Description	FY 25/26 Amount Budgeted	YTD Expenses	Notes
Lin Dell Estates Water Line Replacement	NA	NA	-		515-55032-41-00000	Water System Analysis	550,000		
Improvements - TOTAL									
- Fund 410	250-44217-30-ODWS	Grant Revenue - BRIC - ODWS	374,947		410-55001-30-00000	Capital Expenditures	130,000		

CAPITAL PROJECT LIST
FY 25/26
APRIL 30, 2026

PROJECT	Revenue Account Number	Revenue Account Description	FY 25/26 Amount Budgeted	YTD Revenues	Expense Account Number	Expense Account Description	FY 25/26 Amount Budgeted	YTD Expenses	Notes
- Fund 250	NA	NA	-	33,310	250-55001-30-00000	Capital Expenditures	380,000	33,310	
General Capital Projects									
- Fund 410	410-46226-00-00000	Transfer from General Fund	58,900		410-55060-99-AAPRK	Capital Expenditures	17,200		All Abilities Park Camera System
					410-55060-99-AAPRK	Capital Expenditures	41,700		Heritage Park Camera System
- Fund 410	410-46226-00-00000	Transfer from General Fund	30,490	NA	410-55001-99-DEMO1	Capital Expenditures	30,490	-	Demolition and removal of old City Hall
- Fund 410	410-46226-00-00000	Transfer from General Fund	20,000	2,342	410-55001-99-STLIG	Capital Expenditures	20,000	2,342	Installation of additional street lights throughout the City.
- Fund 410	410-46226-00-00000	Transfer from General Fund	500,000	NA	410-55001-99-SHAMP	Capital Expenditures	500,000	-	Road assessment by Dallas County
- Fund 410	410-46226-00-00000	Transfer in from General Fund	130,000	54,966	410-55001-32-CJISO	Capital Expenditures - CJIS	130,000	54,966	Budget Amendment
- Fund 410	410-46226-00-00000	Transfer in from General Fund	3,000,000	NA	410-53059-00-00000	Capital Project - Animal Shelter	3,000,000	-	Budget Amendment
- Fund 410		Fund Balance	307,000		410-57034-99-UHLRD	Uhl Rd. Street Improvements	307,000	-	ILA with City of Sanger
- Fund 100	NA	NA	-	NA	100-55001-62-MOWER	Capital Expenditures	23,138	-	(2) Zero-Turn Mowers
- Fund 100	NA	NA	-	NA	100-55001-14-00000	Capital Expenditures	36,420	36,414	New Firewall
- Fund 100	NA	NA	-	NA	100-55001-32-00000	Capital Expenditures	225,000	-	(3) New Police Vehicles
- Fund 100	NA	NA	-	NA	100-55001-32-TASER	Capital Expenditures	31,598	31,598	Tasers
Groundwater Storage Tank									
- Fund 250	250-44210-41-GWTNK	Grant Revenue - EPA	2,800,000	-	250-55001-41-GWTNK	Capital Expenditures	3,700,000	-	Grant Portion
- Fund 515	250-46227-42-WATWW	Transfer from Fund 515	900,000	13,980	515-57044-41-GWTNK	Transfer to Fund 250	900,000	13,980	City Portion
Water & Sewer Capital Projects									
- Fund 500	NA	NA	-	NA	500-55001-42-BUBLR	Capital Expenditures	17,400	17,500	Lift Station Equipment
- Fund 500	NA	NA	-	NA	500-55001-41-CFSEE	Capital Expenditures	11,670	-	Confined Space Entry
- Fund 500	NA	NA	-	NA	500-55001-41-TRESB	Capital Expenditures	10,000	8,127	Trench Safety Box