NOTICE AND AGENDA
CITY COUNCIL
TUESDAY, MARCH 15, 2022, 7:00 PM
REGULAR CITY COUNCIL MEETING

Notice is hereby given that the City Council of the City of Glenn Heights will hold a Regular City Council Meeting on Tuesday, March 15, 2022, beginning at 7:00 P.M. in the City Hall, City Council Chambers, located at 1938 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.

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

RECOGNITIONS - Mayor Harry A. Garrett

PUBLIC COMMENT

PROCLAMATIONS

- Cesar Chavez Day, March 31, 2022
- National Child Abuse Prevention Month, April 2022
- National Sexual Assault Awareness and Prevention Month, April 2022
- World Autism Awareness Day, April 2, 2022

CONSENT AGENDA

1. Discuss and take action to approve the City Council Meeting Minutes of the March 1, 2022, Regular Called City Council Meeting. (Brandi Brown, City Secretary)

AGENDA

1. February 2022 Financial Report. (Phillip Conner, Finance Director)

2. Discuss and take action on Resolution R-08-22, a Resolution of the City Council of the City of Glenn Heights, Texas, approving a Wholesale Treated Water Contract between the City of Dallas and the City of Glenn Heights for the purchase of wholesale treated water; authorizing the City Manager to execute said agreement; providing for the repeal of any and all Resolutions in conflict; providing a severability clause; and providing for an effective date. (David Hall, City Manager)

3. Presentation of the 2021 Glenn Heights Police Department Racial Profiling Report. (Keith Moore, Director of Public Safety)

EXECUTIVE SESSION

1. The City Council shall convene into Executive Session:

   A. pursuant to Government Code, Section 551.074, Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Manager.

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

   A. pursuant to Government Code, Section 551.074, Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Manager.

ADJOURNMENT

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

I, Brandi Brown, City Secretary, do hereby certify that the above Meeting Notice and Agenda was posted in a place convenient to the Public at Glenn Heights City Hall, 1938 South Hampton Road, Glenn Heights, Texas by 5:00 P.M. on Friday, March 11, 2022.

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.

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Brandi Brown, City Secretary

PROCLAMATION

Office of the Mayor ▪ City of Glenn Heights

Cesar Chavez Day
March 31, 2022

WHEREAS, on Cesar Chavez Day, we celebrate one of America's greatest champions for social justice. Raised into the life of a migrant farm worker, he toiled alongside men, women, and children who performed daily labor for meager pay in deplorable conditions. They were exposed to dangerous pesticides and denied the most basic protections, including minimum wages, health care, and access to drinking water. Cesar Chavez devoted his life to correcting these injustices, to reminding us that every job has dignity and every life has value; and

WHEREAS, after returning from naval service during World War II, Cesar Chavez fought for freedom in American agricultural fields. Alongside Dolores Huerta, he founded the United Farm Workers, and through decades of tireless organizing, grew a movement to advance “La Causa” across the country. In 1966, he led a march that began in Delano, California with a handful of activists, and ended in Sacramento with a crowd 10,000 strong; and

WHEREAS, the values Cesar Chavez lived by guide us still as we push to fix a broken immigration system, protect the right to unionize, advance social justice for men of color, and build ladders of opportunity for every American to climb. When we organize against income inequality and fight to raise the minimum wage – because no one who works full time should have to live in poverty – we draw strength from his vision and example.

NOW, THEREFORE, I, Harry A. Garrett, Mayor of the City of Glenn Heights, Texas, do hereby proclaim March 31, 2022, as **Cesar Chavez Day** in the City of Glenn Heights and encourage all citizens of Glenn Heights to observe this day with appropriate service, community, and education programs to honor Cesar Chavez's enduring legacy.

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

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Harry A. Garrett, Mayor
Glenn Heights, Dallas County, Texas

PROCLAMATION

Office of the Mayor ▪ City of Glenn Heights

National Child Abuse Prevention Month
April 2022

WHEREAS, all children deserve to grow up in a caring and loving environment, yet across America, hundreds of thousands of children are neglected or abused each year, often causing lasting consequences. Although effectively intervening in the lives of these children and their families is an important responsibility at all levels of government, preventing abuse and neglect is a shared obligation. During National Child Abuse Prevention Month, we recommit to giving every child a chance to succeed and to ensuring that every child grows up in a safe, stable, and nurturing environment that is free from abuse and neglect; and

WHEREAS, preventing child abuse is an effort that we must undertake as one American family, and in our schools, neighborhoods, and communities, we must look after every child as if they are our own. Between four and eight children die every day from abuse or neglect, but together we can prevent these tragedies from occurring. Children who are being abused or neglected may display constant alertness, sudden changes in behavior and school performance, or untreated physical or medical issues. Child abuse may take many forms, including neglect and physical, sexual, or emotional abuse. More information on preventing child abuse can be found at https://www.childwelfare.gov; and

WHEREAS, our Nation's enduring commitment to prevent child abuse and neglect demands that individuals and communities partner together to provide safe and nurturing environments for all of America's children. We must all join in the work of uplifting and safeguarding our youngest individuals and ensuring they are limited by nothing but the size of their dreams and the range of their aspirations. This month, let us aim to eradicate child abuse from our society, and let us secure a future for our children that is bright and full of hope, opportunity, and security.

NOW, THEREFORE, I, Harry A. Garrett, Mayor of the City of Glenn Heights, Texas, do hereby proclaim April 2022 as **National Child Abuse Prevention Month** in the City of Glenn Heights and encourage all citizens of Glenn Heights to invest in the lives of our Nation's children, to be aware of their safety and well-being, and to support efforts that promote their psychological, physical, and emotional development.

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

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Harry A. Garrett, Mayor
Glenn Heights, Dallas County, Texas

PROCLAMATION

Office of the Mayor ▪ City of Glenn Heights

National Sexual Assault Awareness and Prevention Month
April 2022

WHEREAS, sexual harassment, assault, and abuse can happen anywhere, including in online spaces. For too long, harassment, cyberbullying, and sexual abuse and exploitation have come to be expected as typical and unavoidable behaviors online. Building safe online spaces together is possible when we practice digital consent, intervene when we see harmful content and behaviors, and promote online communities that value respect, inclusion, and safety; and

WHEREAS, last year, the national Sexual Assault Awareness Month (SAAM) campaign uplifted the message that "We Can Build Safe Online Spaces," calling on audiences to identify, document, and report incidents. This April, the SAAM 2022 Campaign continues to build on this vision with a call to action: "Building Safe Online Spaces Together."

WHEREAS, we also must recognize that sexual assault is a public health crisis. According to the National Intimate Partner and Sexual Violence Survey, nationwide, 81% of women and 43% of men reported experiencing some form of sexual harassment and/ or assault in their lifetime. Research has revealed a strong link between sexual violence and chronic disease, as well as greater long-term economic burdens on survivors of sexual assault. The trauma of assault is further compounded by the high costs of medical and mental health care, navigating the criminal justice system, and lost productivity; and

WHEREAS, we know that we can build and are building online communities centered on respect, inclusion, and safety — where harassment, assault, and abuse are taken seriously. Not only do we believe that together we can build a safer online world, but we also believe that these values, skills, and actions will create communities that thrive online and offline.

NOW, THEREFORE, I, Harry A. Garrett, Mayor of the City of Glenn Heights, Texas, do hereby proclaim April 2022 as **National Sexual Assault Awareness and Prevention Month** in the City of Glenn Heights and urge all families, law enforcement personnel, healthcare providers, and community and faith-based organizations to support survivors of sexual assault and work together to prevent these crimes online and in our communities.

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

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Harry A. Garrett, Mayor
Glenn Heights, Dallas County, Texas

PROCLAMATION

Office of the Mayor ▪ City of Glenn Heights

World Autism Awareness Day
April 2, 2022

wear
blue
4/2

autism speaks

WHEREAS, on World Autism Awareness Day, we honor the millions of Americans living with autism spectrum disorder (ASD), who, in spite of the challenges they may face, continue to make extraordinary contributions to their families, their communities, our Nation, and the world. We also express our sincere appreciation to the families, friends, medical professionals, and caregivers who help Americans with ASD pursue the American Dream; and

WHEREAS, as a Nation, we must continue to support Americans with ASD by funding cutting-edge research, optimizing health systems, and enhancing available resources and treatments that will benefit people with ASD. Recent research efforts to understand the health and development of children with ASD has recently expanded to include adolescents and young adults, thereby advancing our knowledge of ASD beyond childhood. Additionally, economic policies have created the lowest unemployment rate in history for Americans with disabilities, and recent Federal investments in apprenticeship programs for individuals with ASD will help provide more pathways to stable employment; and

WHEREAS, today, we celebrate the tremendous accomplishments of Americans with ASD and reaffirm our commitment to work together to ensure that every member of our society is afforded equal opportunities to reach their full potential.

NOW, THEREFORE, I, Harry A. Garrett, Mayor of the City of Glenn Heights, Texas, do hereby proclaim April 2, 2022, as **World Autism Awareness Day** in the City of Glenn Heights and encourage all citizens to learn more about the signs of autism to improve early diagnosis and understand the challenges faced by individuals with autism. I also ask all residents to “Light It Up Blue” by wearing blue on April 2nd to support those with autism and their families.

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

Harry A. Garrett, Mayor
Glenn Heights, Dallas County, Texas

AGENDA SUMMARY SHEET
March 15, 2022

CONSENT AGENDA, ITEM 1

Discuss and take action to approve the City Council Meeting Minutes of the March 1, 2022, Regular Called City Council Meeting. (Brandi Brown, City Secretary)

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

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

MARCH 1, 2022

STATE OF TEXAS *
COUNTIES OF DALLAS AND ELLIS *
CITY OF GLENN HEIGHTS *

On the 1st day of March 2022, the City Council of the City of Glenn Heights, Texas, met in a Regular Called City Council Meeting in the City Hall, City Council Chambers, located at 1938 South Hampton Road, Glenn Heights, Texas, 75154, with the following members present:

CITY COUNCIL:

Harry A. Garrett	*	Mayor
Sonja A. Brown	*	Mayor Pro Tem, Place 1
Emma Ipaye	*	Council Member, Place 2
Travis Bruton	*	Council Member, Place 3
Shaunte L. Allen	*	Council Member, Place 5
Machanta Newson	*	Council Member, Place 6

STAFF:

David Hall	*	City Manager
Clifford Blackwell	*	Deputy City Manager
Brandi Brown	*	City Secretary
Phillip Conner	*	Finance Director
Marlon Goff	*	Director of Planning & Development Services
Byron Hardy	*	IT Administrator
Keith Moore	*	Director of Public Safety
Jaynice Porter-Brathwaite	*	Human Resources Director
Clayton Shields	*	Deputy Chief of Police
Nick Williams	*	Deputy Fire Chief

CONSULTANT:

Victoria Thomas	*	City Attorney’s Office

CALL TO ORDER

Mayor Harry A. Garrett called the City Council Meeting to order at 7:04 P.M., with a quorum of the City Council present.

INVOCATION

Mayor Pro Tem Sonja A. Brown delivered the Invocation.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT

There were no Public Comments.

PROCLAMATION

Mayor Harry A. Garrett read the following Proclamations:

- American Red Cross Month, March 2022
- Irish-American Heritage Month, March 2022
- Women's History Month, March 2022
- Texas Independence Day, March 2, 2022

STAFF INTRODUCTIONS

Jaynice Porter-Brathwaite, Human Resources Director, introduc3ed the following:

- Clifford Blackwell, Deputy City Manager
- Terry Lindley, Utility Worker II

CONSENT AGENDA

1. Discuss and take action to approve the City Council Meeting Minutes of the February 15, 2022, Regular Called City Council Meeting. (Brandi Brown, City Secretary)

2. Discuss and take action on Resolution R-06-22, a Resolution of the City Council of the City of Glenn Heights, Texas, authorizing the City Manager to enter into the Teva Texas Opioid Settlement and authorizing and ratifying the submission of the Texas Subdivision and Special District Election and release form regarding the Teva Texas Opioid Settlement; and providing an effective date. (Victoria Thomas, City Attorney)

   Council Member Travis Bruton requested information regarding the amount of the settlement. Victoria Thomas, City Attorney, provided the requested information.

Mayor Pro Tem Sonja A. Brown made a motion to approve Consent Agenda Items 1-2. Council Member Travis Bruton made the second. The motion carried with the following vote:

VOTE 6 Ayes – Garrett, S. Brown, Ipaye, Bruton, Allen, and Newson

AGENDA

1. Discuss and take action on Resolution R-05-22, a Resolution of the City Council of the City of Glenn Heights, Texas, approving and authorizing the City Manager to execute the Dallas County New Directions in Public Safety Grant Sub-Recipient Agreement with the City of Desoto, Texas and the related Care Team Agreement; authorizing acceptance of the grant funds provided thereunder; providing a repealing clause; providing an effective date.

   David Hall, City Manager, introduced this item and clarified information presented to City Council on February 15, 2022, including the position's salary funding and workload, where the position will be housed, and if Glenn Heights could still fund additional Officers.

Raven Thousand, CARE Team Manager (City of DeSoto), answered Council's questions related to the number of program positions, number of cities participating in the program, and the position workload.

Council Member Machanta Newson recused herself from the discussion of this item and from voting on its approval/denial.

Mayor Pro Tem Sonja A. Brown made a motion to approve Resolution R-05-22, a Resolution of the City Council of the City of Glenn Heights, Texas, approving and authorizing the City Manager to execute the Dallas County New Directions in Public Safety Grant Sub-Recipient Agreement with the City of Desoto, Texas and the related Care Team Agreement; authorizing acceptance of the grant funds provided thereunder; providing a repealing clause; providing an effective date. Council Member Shaunte L. Allen made the second. The motion carried with the following vote:

VOTE 5 Ayes – Garrett, S. Brown, Ipaye, Bruton, and Allen

2. Discuss and take action authorizing the City Manager to execute a contract for professional consulting services and for the City to seek advice regarding planning, development, community engagement, and economic development matters with MW Group, LLC, a Texas Limited Liability Company, commencing on April 1, 2022.

   David Hall, City Manager, introduced this item and provided a brief overview of the role and services of MW Group, LLC.

Mayor Pro Tem Sonja A. Brown made a motion to approve authorizing the City Manager to execute a contract for professional consulting services and for the City to seek advice regarding planning, development, community engagement, and economic development matters with MW Group, LLC, a Texas Limited Liability Company, commencing on April 1, 2022. Council Member Machanta Newson made the second. The motion carried with the following vote:

VOTE 6 Ayes – Garrett, S. Brown, Ipaye, Bruton, Allen, and Newson

EXECUTIVE SESSION

1. The City Council shall convene into Executive Session:

   A. pursuant to Government Code, Section 551.074, Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: Deputy Chief of Police.

   B. pursuant to the Government Code, Section 551.072, Real Property; to deliberate the purchase, exchange, lease or value of real property located at approximately 2500 S Hampton Road, Glenn Heights, Texas.

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

VOTE 6 Ayes – Garrett, S. Brown, Ipaye, Bruton, Allen, and Newson

Executive Session convened at 7:29 P.M.

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

   A. pursuant to Government Code, Section 551.074, Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: Deputy Chief of Police.

   B. pursuant to the Government Code, Section 551.072, Real Property; to deliberate the purchase, exchange, lease or value of real property located at approximately 2500 S Hampton Road, Glenn Heights, Texas.

Mayor Pro Tem Sonja A. Brown made a motion to close Executive Session and reconvene into Open Session. Council Member Emma Ipaye made the second. The motion carried with the following vote:

VOTE 6 Ayes – Garrett, S. Brown, Ipaye, Bruton, Allen, and Newson

Open Session reconvened at 8:18 P.M.

AGENDA

3. Discuss and take action on Resolution R-07-22, a Resolution of the City Council of the City of Glenn Heights, Texas, amending Resolution R-14-13, as amended, to amend the City's Job Classification Table by adding the exempt position of Police Lieutenant to Grade 19; providing a repealing clause; and providing for an effective date.

   David Hall, City Manager, introduced this item, and Clayton Shields, Deputy Chief of Police, completed a presentation regarding the proposed position, including why it is necessary, the position's duties and responsibilities, and the budget impact.

   Deputy Chief Shields answered Council's questions related to who this position reports to, the department's Organizational Chart, and if community outreach would include an elderly initiative.

Council Member Emma Ipaye made a motion to approve Resolution R-07-22, a Resolution of the City Council of the City of Glenn Heights, Texas, amending Resolution R-14-13, as amended, to amend the City's Job Classification Table by adding the exempt position of

Police Lieutenant to Grade 19; providing a repealing clause; and providing for an effective date. Mayor Pro Tem Sonja A. Brown made the second. The motion carried with the following vote:

VOTE 6 Ayes – Garrett, S. Brown, Ipaye, Bruton, Allen, and Newson

4. Discuss and take action authorizing the City Manager to execute a Letter of Intent and any other related and necessary documents regarding real property located at approximately 2500 S Hampton Road, Glenn Heights, Texas.

   Marlon Goff, Director of Planning & Development Services, introduced this item and completed a presentation regarding the background of the Letter of Intent, the site location and conditions, LOI goals and priorities, and next steps.

   Mr. Goff answered Council's questions related to the development timeframe and possible traffic issues.

Mayor Pro Tem Sonja A. Brown made a motion to approve authorizing the City Manager to execute a Letter of Intent and any other related and necessary documents regarding real property located at approximately 2500 S Hampton Road, Glenn Heights, Texas. Council Member Emma Ipaye made the second. The motion carried with the following vote:

VOTE 6 Ayes – Garrett, S. Brown, Ipaye, Bruton, Allen, and Newson

ADJOURNMENT

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

VOTE 6 Ayes – Garrett, S. Brown, Ipaye, Bruton, Allen, and Newson

Mayor Harry A. Garrett adjourned the meeting at 8:36 P.M.

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Harry A. Garrett, Mayor

Attest:

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Brandi Brown, City Secretary
Passed and approved on the 15th day of March 2022

AGENDA SUMMARY SHEET
March 15, 2022

AGENDA, ITEM 1

February 2022 Financial Report. (Phillip Conner, Finance Director)

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

CITY OF GLENN HEIGHTS
FEBRUARY 2022 OVERTIME REPORT

FIRE

EMP NO#	---------- NAME -----------	HOURS	AMOUNT
01-XXXX	FIREFIGHTER/PARAMEDIC	4	117.8
01-XXXX	DRIVER/EMT	30	1,007.25
01-XXXX	FIREFIGHTER/PARAMEDIC	45	1,423.98
01-XXXX	DRIVER/ENGINEER	28	932.4
01-XXXX	FIRE CAPTAIN	4	151.34
01-XXXX	FIREFIGHTER/PARAMEDIC	28	747.32
01-XXXX	FIREFIGHTER/PARAMEDIC	53	1,389.66
01-XXXX	FIREFIGHTER/PARAMEDIC	29	840.42
	*** DEPARTMENT TOTALS ***	221	6,610.17

***BUILT IN OVERTIME, SHIFT COVERAGE FOR EMPLOYEES OUT SICK, AND COVERAGE FOR WINTER WEATHER EVENTS.

POLICE

EMP NO#	---------- NAME -----------	HOURS	AMOUNT
01-XXXX	POLICE OFFICER	18	695.94
01-XXXX	POLICE OFFICER	12.5	618.48
01-XXXX	POLICE OFFICER	8.5	308.55
01-XXXX	COMMUNICATIONS OFFICER	33	934.56
01-XXXX	DISPATCH SUPERVISOR	34	1,207.85
01-XXXX	POLICE OFFICER	9.5	324.19
01-XXXX	POLICE SERGEANT	4	202.16
01-XXXX	POLICE OFFICER II	11	423.78
01-XXXX	POLICE OFFICER I	15	542.7
01-XXXX	COMMUNICATIONS OFFICER	1	26.18
01-XXXX	POLICE OFFICER	2	68.25
01-XXXX	POLICE OFFICER	2.5	90.75
01-XXXX	SR POLICE SERGEANT	15	690.75
01-XXXX	COMMUNICATIONS OFFICER	20	566.4
01-XXXX	POLICE OFFICER	14.5	549.71
01-XXXX	POLICE OFFICER	8	335.74

01-XXXX	POLICE OFFICER II	15	577.35
01-XXXX	DETECTIVE	15.5	657.17
	*** DEPARTMENT TOTALS ***	239	8,820.51

***PATROL COVERAGE, LATE ARRESTS/REPORTS, ADDITIONAL COVERAGE FOR WINTER STORMS, AND DISPATCH COVERAGE.

STREETS

EMP NO#	---------- NAME -----------	HOURS	AMOUNT
01-XXXX	UTILITY WORKER III	6	177.57
01-XXXX	UTILITY WORKER I	4	108.9
01-XXXX	UTILITY WORKER I	7.5	204.19
01-XXXX	UTILITY WORKER I	1	27.23
	*** DEPARTMENT TOTALS ***	18.5	517.89

***SEWER BACKUP, WELL READS, SANDING CITY STREETS AND FUELING EQUIPMENT DURING INCLEMENT WEATHER.

PARKS MAINTENANCE

EMP NO#	---------- NAME -----------	HOURS	AMOUNT
01-XXXX	UTILITY WORKER I	14	381.15
01-XXXX	UTILITY WORKER II	12	353.34
	*** DEPARTMENT TOTALS ***	26	734.49

***MULTIPLE RESIDENTIAL CUSTOMER CUTOFFS, BROKEN PIPE, SEWER BACKUP, SANDING CITY STREETS, SETTING UP BARRICADES, FUELING EQUIPMENT DURING INCLEMENT WEATHER AND WATER REPAIR.

UTILITY ADMINISTRATION

EMP NO#	---------- NAME -----------	HOURS	AMOUNT
01-XXXX	UTILITY BILLING SUPERVISOR	1	31.64
	*** DEPARTMENT TOTALS ***	1	31.64

***COMPLETING BILLING

METER SERVICES

EMP NO#	---------- NAME -----------	HOURS	AMOUNT
01-XXXX	METER SERVICES COORDINATOR	13.5	421.4
	*** DEPARTMENT TOTALS ***	13.5	421.4

***SANDING CITY STREETS DURING INCLEMENT WEATHER, RESIDENTIAL CUTOFFS, STREET LIGHT ISSUES, AND SEWER BACKUP.

WATER OPERATIONS

EMP NO#	---------- NAME -----------	HOURS	AMOUNT
01-XXXX	UTILITY WORKER III	10	284.55
01-XXXX	UTILITY WORKER III- BACKFLOW	13.5	389.61
01-XXXX	UTILITIES SUPERVISOR	9.5	380.19
	*** DEPARTMENT TOTALS ***	33	1,054.35

***RESIDENTIAL WATER REPAIR, WELL READS, SANDING CITY STREETS, SETTING UP BARRICADES AND SANDER DURING INCLEMENT WEATHER.

WASTEWATER OPERATIONS

EMP NO#	---------- NAME -----------	HOURS	AMOUNT
01-XXXX	UTILITY WORKER I	7	190.58
01-XXXX	UTILITY WORKER III	9	266.49
	*** DEPARTMENT TOTALS ***	16	457.07

***MULTIPLE RESIDENTIAL WATER CUTOFFS, SANDING STREETS DURING INCLEMENT WEATHER, SETTING UP BARRICADES, AND WELL READS.

	*** REPORT TOTALS ***	568	18,647.52

FEBRUARY 2022 CASH AND INVESTMENT REPORT

POOLED CASH RECONCILIATION

Fund	Balance In Pooled Cash Per General Ledger
100 General Fund	12,035,191.61
200 Court Technology	5,525.21
201 Court Security	28,700.63
202 Court Comptroller	$ 7,552.35
205 911 Wireless	297,162.00
207 Family Festival	$ -
	$ -
213 Federal Seizure	$ -
214 State Seizure	$ (2,600.29)
215 Street Impact	$ 2,059,031.84
216 Keep GH Beautiful	$ -
223 PEG	$ (200.00)
230 Park Fees	$ 1,026,178.55
250 Operating Grants	$ 2,070,279.67
260 Unemployment Comp	$ 4,279.90
300 Debt Service	$ (115,804.15)
400 2006 Bonds	$ 9,343.81
402 2015 CO Bond	$ (1,603.23)
403 2016 GO BOND	$ (5,643,978.31)
406 Vehicle Replacement	$ 498,245.65
407 Disaster Recovery	$ (150,902.43)
401 2008 Bonds	$ (74,395.28)
412 Veterans Memorial	$ 3,095.00
425 COVID	$ (88,883.55)
500 Water & Sewer	$ 863,056.27
505 Capital Project -Meters	$ 98,670.15
515 W/S Impact	$ 2,324,428.19
550 Drainage	$ 622,423.59
700 CFAAG	$ -
410 GF Capital Projects	$ 7,005,885.65
TOTAL POOLED CASH - GL	**$ 22,880,682.83**

Balance per Bank Statement	**$ 23,174,936.53**
Reconciliing Items:	
Add: Deposits In-Transit	
Less: Outstanding Checks	
Less: Outstanding Other	
Adjusting Items	$ 2,363,347.80
Adjusted GL Balance	**$ 25,538,284.33**
Unreconciled Difference	$ (2,657,601.50)

OTHER PROSPERITY BANK ACCOUNTS RECONCILIATION

Bank Account	GL Balance	Beginning Balance Per Bank Statement	Add: Deposits in Transit	Less: Outstanding Checks	Other Reconciling Items	Ending GL Balance		Unreconciled Difference
Cash Benefits Trust	$ 9,365.87	$ 9,365.87	$ 61,643.39	$ (61,604.93)	$ 6.30	$ 9,410.63		$ -
Seizure Hold	$ 5,474.19	$ 5,474.19			$ 1.05	$ 5,475.24		$ -
2015 C/O Bond	$ 128.25	$ 128.25	$ -	$ -	$ 0.02	$ 128.27		$ -
	$ -		$ -	$ -		$ -		$ -
2006 Bond	$ 9,457.60	$ 9,457.60		$ -	$ 1.81	$ 9,459.41		$ -
Customer W/S Deposits	$ 454,873.99	$ 454,873.99			$ 69.79	$ 454,943.78		$ -
Park Fees	$ 206,553.89	$ 206,553.89	$ -	$ -	$ 39.61	$ 206,593.50		$ -
W/S Impact Fees	$ 393,258.63	$ 393,258.63	$ -	$ -	$ 75.42	$ 393,334.05		$ -
Street Impact	$ 260,598.74	$ 260,598.74	$ -	$ -	$ 39.98	$ 260,638.72		$ -
Chamber of Commerce	$ 17,488.80	$ 17,488.80			$ 2.68	$ 17,491.48		$ -
Veterans Memorial	$ 2,864.75	$ 2,864.75	$ -	$ -	$ 0.44	$ 2,865.19		$ -
TOTAL OTHER PROSP	**$ 1,360,064.71**							

TEXSTAR RECONCILIATION

Fund	GL Balance - Texstar	Add: Interest/Other	Balance Per Bank Statement
General Fund	$ 329,442.63	$ 2.62	$ 329,445.25
W/S Fund	$ 53,295.88	$ 0.37	$ 53,296.25
Water Debt Serv	$ 2,114.64	$ -	$ 2,114.64
General Debt Service	$ 6,176.86	$ 0.04	$ 6,176.90
SIB Loan	$ 269,996.43	$ 2.10	$ 269,998.53
Drainage	$ 2,243.69	$ -	$ 2,243.69
Court Security	$ 22,488.39	$ 0.23	$ 22,488.62
Court Tech	$ 0.82	$ -	$ 0.82
2008 Bond	$ -	$ -	$ -
911 Wireless	$ 738.91	$ -	$ 738.91
Fed Seizure	$ 2,979.37	$ -	$ 2,979.37
State Seizure	$ 8,544.16	$ 0.04	$ 8,544.20
Keep GH	$ 247.95	$ -	$ 247.95
2016 GO Bond	$ 11,730,165.29	$ 93.41	$ 11,730,258.70
TOTAL TEXSTAR			**$ 12,428,533.83**

TOTAL CASH/INVESTMENT BAL

FUND	CASH BALANCE
General Fund	$ 12,364,636.86
Court Technology	$ 5,526.03
Court Security	$ 51,189.25
911 Wireless	$ 297,900.91
2016 GO Bond	$ 6,086,280.39
SIB Account	$ 269,998.53
Family Festival	$ -
State Seizure	$ 8,544.20
Street Impact Fees	$ 2,319,670.56
Veterans Memorial	$ 5,960.19
Park Fees	$ 1,232,772.05
Operating Grants	$ 2,070,279.67
Debt Service	$ (109,627.25)
2006 Bonds	$ 18,803.22
W/S Fund	$ 1,373,410.94
W/S Impact Fees	$ 2,717,762.24
Drainage	$ 624,667.28
2008 Bond	$ (74,395.28)
Fed Seizure	$ 2,979.37
Keep GH	$ 247.95
	$ 29,266,607.11

BANK SECURITY PROSPERITY (PLEDGED COLLATERAL)

1001	POOLED CASH ACCOUNT	$ 23,174,936.53
1015	BENEFITS TRUST ACCOUNT	$ 9,410.63
1001	STREET IMPACT FEES (4593)	$ 260,638.72
1030	W/WW IMPACT FEES (7207)	$ 393,334.05
	SEIZURE HOLD	$ 5,475.24
	2015 C/O BOND	$ 128.27
1050	CASH PARK FEES (2949)	$ 206,593.50
1002	CASH-2006 BONDS (8055)	$ 9,459.41
1001	WATER CUSTOMER DEPOSITS	$ 454,943.78
	TOTAL BANK BALANCES	$ 24,514,920.13
	LESS FDIC INSURED	$ (250,000.00)
	COLLATERALIZED TOTAL:	**$ 24,264,920.13**
	COLLATERALIZED TOTAL 102%	$ 24,750,218.53
	COLLATERAL PER BANK	$ 29,733,011.53

APR %

Prosper	0.2000%
TexStar	0.0100%

COMPANY: 100 - GENERAL FUND
ACCOUNT: 1-00-1000 CLAIM ON POOLED CASH
TYPE: All
STATUS: All
FOLIO: All

CHECK DATE: 2/01/2022 THRU 2/28/2022
CLEAR DATE: 0/00/0000 THRU 99/99/9999
STATEMENT: 0/00/0000 THRU 99/99/9999
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	---------DESCRIPTION----------	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
MISCELLANEOUS:								
1-00-1000	2/03/2022	MISC.	000001	PO HOLDING LLC	0.51	OUTSTND	A	0/00/0000
1-00-1000	2/03/2022	MISC.	000002	PO HOLDING LLC	0.51	OUTSTND	A	0/00/0000

TOTALS FOR ACCOUNT 1-00-100			
	CHECK	TOTAL:	0.00
	DEPOSIT	TOTAL:	0.00
	INTEREST	TOTAL:	0.00
	MISCELLANEOUS	TOTAL:	1.02
	SERVICE CHARGE	TOTAL:	0.00
	EFT	TOTAL:	0.00
	BANK-DRAFT	TOTAL:	0.00

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

CHECK DATE: 2/01/2022 THRU 2/28/2022
CLEAR DATE: 0/00/0000 THRU 99/99/9999
STATEMENT: 0/00/0000 THRU 99/99/9999
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	---------DESCRIPTION----------	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-00-1015	2/02/2022	CHECK	920777	DEER OAKS EAD SERVICES, LLC	83.64CR	CLEARED	A	2/28/2022
1-00-1015	2/02/2022	CHECK	920778	AMERICAN HERITAGE LIFE INSURAN	2,289.36CR	CLEARED	A	2/28/2022
1-00-1015	2/02/2022	CHECK	920779	PO HOLDING LLC	445.55CR	CLEARED	A	2/28/2022
1-00-1015	2/02/2022	CHECK	920780	OPTUM BANK, INC.	543.46CR	OUTSTND	A	0/00/0000
1-00-1015	2/02/2022	CHECK	920781	MUTUAL OF OMAHA INSURANCE COMP	6,829.01CR	CLEARED	A	2/28/2022
1-00-1015	2/02/2022	CHECK	920782	Health Care Service Corp.,A Mu	50,463.36CR	CLEARED	A	2/28/2022
1-00-1015	2/15/2022	CHECK	920783	PO HOLDING LLC	445.55CR	CLEARED	A	2/28/2022
1-00-1015	2/15/2022	CHECK	920784	OPTUM BANK, INC.	543.46CR	CLEARED	A	2/28/2022
DEPOSIT:								
1-00-1015	2/02/2022	DEPOSIT		DISCOVERY & OPTUM PPE 02.03	989.01	CLEARED	G	2/28/2022
1-00-1015	2/02/2022	DEPOSIT	000001	BENEFITS TRANSFER 02.02	59,665.37	CLEARED	G	2/28/2022
1-00-1015	2/15/2022	DEPOSIT		DISCOVERY & OPTUM PPE 02.13	989.01	CLEARED	G	2/28/2022

TOTALS FOR ACCOUNT 1-00-101	CHECK	TOTAL:	61,643.39CR
	DEPOSIT	TOTAL:	61,643.39
	INTEREST	TOTAL:	0.00
	MISCELLANEOUS	TOTAL:	0.00
	SERVICE CHARGE	TOTAL:	0.00
	EFT	TOTAL:	0.00
	BANK-DRAFT	TOTAL:	0.00
TOTALS FOR GENERAL FUND	CHECK	TOTAL:	61,643.39CR
	DEPOSIT	TOTAL:	61,643.39
	INTEREST	TOTAL:	0.00
	MISCELLANEOUS	TOTAL:	1.02
	SERVICE CHARGE	TOTAL:	0.00
	EFT	TOTAL:	0.00
	BANK-DRAFT	TOTAL:	0.00

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

CHECK DATE: 2/01/2022 THRU 2/28/2022
CLEAR DATE: 0/00/0000 THRU 99/99/9999
STATEMENT: 0/00/0000 THRU 99/99/9999
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	---------DESCRIPTION----------	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
MISCELLANEOUS:								
1-00-1000	2/03/2022	MISC.	000001	PO HOLDING LLC	0.51CR	OUTSTND	A	0/00/0000
1-00-1000	2/03/2022	MISC.	000002	PO HOLDING LLC	0.51CR	OUTSTND	A	0/00/0000

TOTALS FOR ACCOUNT 1-00-100	CHECK	TOTAL:	0.00
	DEPOSIT	TOTAL:	0.00
	INTEREST	TOTAL:	0.00
	MISCELLANEOUS	TOTAL:	1.02CR
	SERVICE CHARGE	TOTAL:	0.00
	EFT	TOTAL:	0.00
	BANK-DRAFT	TOTAL:	0.00
TOTALS FOR COVID-19 RESPONSE	CHECK	TOTAL:	0.00
	DEPOSIT	TOTAL:	0.00
	INTEREST	TOTAL:	0.00
	MISCELLANEOUS	TOTAL:	1.02CR
	SERVICE CHARGE	TOTAL:	0.00
	EFT	TOTAL:	0.00
	BANK-DRAFT	TOTAL:	0.00

COMPANY: 500 - WATER & SEWER FUND
ACCOUNT: 1-00-1210 A/R UTILITY SALES
TYPE: All
STATUS: All
FOLIO: All

CHECK DATE: 2/01/2022 THRU 2/28/2022
CLEAR DATE: 0/00/0000 THRU 99/99/9999
STATEMENT: 0/00/0000 THRU 99/99/9999
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	---------DESCRIPTION----------	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
DEPOSIT:								
1-00-1210	2/08/2022	DEPOSIT		DAILY PAYMENT POSTING - ADJ	60.90	OUTSTND	U	0/00/0000
1-00-1210	2/08/2022	DEPOSIT	000001	DAILY PAYMENT POSTING	60.46CR	OUTSTND	U	0/00/0000
1-00-1210	2/14/2022	DEPOSIT		DRAFT POSTING	23,188.18CR	OUTSTND	U	0/00/0000
1-00-1210	2/15/2022	DEPOSIT		DAILY PAYMENT POSTING - ADJ	87.83	OUTSTND	U	0/00/0000
1-00-1210	2/16/2022	DEPOSIT		DAILY PAYMENT POSTING - ADJ	235.40	OUTSTND	U	0/00/0000
1-00-1210	2/16/2022	DEPOSIT	000001	DAILY PAYMENT POSTING - ADJ	262.02	OUTSTND	U	0/00/0000
1-00-1210	2/16/2022	DEPOSIT	000002	DAILY PAYMENT POSTING - ADJ	18.05CR	OUTSTND	U	0/00/0000
1-00-1210	2/16/2022	DEPOSIT	000003	DAILY PAYMENT POSTING - ADJ	18.32CR	OUTSTND	U	0/00/0000
1-00-1210	2/17/2022	DEPOSIT		DAILY PAYMENT POSTING	142.58CR	OUTSTND	U	0/00/0000
1-00-1210	2/17/2022	DEPOSIT	000001	DAILY PAYMENT POSTING - ADJ	133.52	OUTSTND	U	0/00/0000
1-00-1210	2/22/2022	DEPOSIT		DAILY PAYMENT POSTING - ADJ	784.14CR	OUTSTND	U	0/00/0000
1-00-1210	2/22/2022	DEPOSIT	000001	DAILY PAYMENT POSTING - ADJ	1,045.24CR	OUTSTND	U	0/00/0000
1-00-1210	2/22/2022	DEPOSIT	000002	DAILY PAYMENT POSTING - ADJ	550.73CR	OUTSTND	U	0/00/0000
1-00-1210	2/22/2022	DEPOSIT	000003	DAILY PAYMENT POSTING - ADJ	747.17CR	OUTSTND	U	0/00/0000
1-00-1210	2/23/2022	DEPOSIT		DAILY PAYMENT POSTING - ADJ	18.60CR	OUTSTND	U	0/00/0000
1-00-1210	2/23/2022	DEPOSIT	000001	DAILY PAYMENT POSTING - ADJ	19.61CR	OUTSTND	U	0/00/0000
1-00-1210	2/28/2022	DEPOSIT		DAILY PAYMENT POSTING - ADJ	721.23CR	OUTSTND	U	0/00/0000
1-00-1210	2/28/2022	DEPOSIT	000001	DAILY PAYMENT POSTING - ADJ	663.62CR	OUTSTND	U	0/00/0000
MISCELLANEOUS:								
1-00-1210	2/16/2022	MISC.		PENALTY POSTING ZONE: 01	32,173.18	OUTSTND	U	0/00/0000
1-00-1210	2/23/2022	MISC.		BILLING ZONE 01 REGULAR	561,585.65	OUTSTND	U	0/00/0000
1-00-1210	2/23/2022	MISC.	000001	LATTIMER, CHRISTOPHER	71.52	OUTSTND	A	0/00/0000
1-00-1210	2/23/2022	MISC.	000002	CW SPARKS MANAGEMENT	83.12	OUTSTND	A	0/00/0000
1-00-1210	2/23/2022	MISC.	000003	MAYBERRY, SHANNA	51.33	OUTSTND	A	0/00/0000
1-00-1210	2/23/2022	MISC.	000004	SAFARI ONE ASSET COMPANY LLC	85.62	OUTSTND	A	0/00/0000
1-00-1210	2/23/2022	MISC.	000005	TAYLOR, ELIZABETH	27.96	OUTSTND	A	0/00/0000
1-00-1210	2/23/2022	MISC.	000006	LOVE, KOQUICE	24.15	OUTSTND	A	0/00/0000
1-00-1210	2/23/2022	MISC.	000007	EPPERSON, RICCI	28.08	OUTSTND	A	0/00/0000
1-00-1210	2/23/2022	MISC.	000008	PROGRESS DALLAS, LLC	25.19	OUTSTND	A	0/00/0000
1-00-1210	2/23/2022	MISC.	000009	LEWIS, ANGELA	17.25	OUTSTND	A	0/00/0000
1-00-1210	2/23/2022	MISC.	000010	AMERSON, RYAN	77.94	OUTSTND	A	0/00/0000
1-00-1210	2/23/2022	MISC.	000011	JIMENEZ, VERONICA	48.68	OUTSTND	A	0/00/0000
1-00-1210	2/23/2022	MISC.	000012	CENTURY 21 JUDGE FITE	43.89	OUTSTND	A	0/00/0000
1-00-1210	2/23/2022	MISC.	000013	LOVE, BRIA	22.67	OUTSTND	A	0/00/0000
1-00-1210	2/23/2022	MISC.	000014	SANDOVAL, TERESA	16.57	OUTSTND	A	0/00/0000
1-00-1210	2/23/2022	MISC.	000015	VANDERBURG, BRAD & JANA	40.74	OUTSTND	A	0/00/0000
1-00-1210	2/23/2022	MISC.	000016	ARCENEAUX, SHARINA	87.90	OUTSTND	A	0/00/0000
1-00-1210	2/23/2022	MISC.	000017	SFR JV-2 PROPERTY LLC	2.51	OUTSTND	A	0/00/0000
1-00-1210	2/23/2022	MISC.	000018	EDWARD MOORE, MARKEISHA SMITH	20.74	OUTSTND	A	0/00/0000
1-00-1210	2/23/2022	MISC.	000019	MATSON, TYLOR	12.80	OUTSTND	A	0/00/0000
1-00-1210	2/23/2022	MISC.	000020	CRED-APL ZONE01	3,490.28	OUTSTND	U	0/00/0000
1-00-1210	2/23/2022	MISC.	000021	FINL-ADJ ZONE01	19.44	OUTSTND	U	0/00/0000
1-00-1210	2/23/2022	MISC.	000022	DEP-RFD ZONE 01	3,073.58CR	OUTSTND	U	0/00/0000

COMPANY: 500 - WATER & SEWER FUND CHECK DATE: 2/01/2022 THRU 2/28/2022
ACCOUNT: 1-00-1210 A/R UTILITY SALES CLEAR DATE: 0/00/0000 THRU 99/99/9999
TYPE: All STATEMENT: 0/00/0000 THRU 99/99/9999
STATUS: All VOIDED DATE: 0/00/0000 THRU 99/99/9999
FOLIO: All AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	---------DESCRIPTION----------	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
MISCELLANEOUS:								
1-00-1210	2/23/2022	MISC.	000023	BILLING ZONE aa BILL ADJUST	8.46CR	OUTSTND	U	0/00/0000
1-00-1210	2/23/2022	MISC.	000024	BILLING ZONE aa BILL ADJUST	42.30CR	OUTSTND	U	0/00/0000
1-00-1210	2/23/2022	MISC.	000025	BILLING ZONE aa BILL ADJUST	7.34CR	OUTSTND	U	0/00/0000

TOTALS FOR ACCOUNT 1-00-121	CHECK	TOTAL:	0.00
	DEPOSIT	TOTAL:	27,198.26CR
	INTEREST	TOTAL:	0.00
	MISCELLANEOUS	TOTAL:	594,925.53
	SERVICE CHARGE	TOTAL:	0.00
	EFT	TOTAL:	0.00
	BANK-DRAFT	TOTAL:	0.00
TOTALS FOR WATER & SEWER FUND	CHECK	TOTAL:	0.00
	DEPOSIT	TOTAL:	27,198.26CR
	INTEREST	TOTAL:	0.00
	MISCELLANEOUS	TOTAL:	594,925.53
	SERVICE CHARGE	TOTAL:	0.00
	EFT	TOTAL:	0.00
	BANK-DRAFT	TOTAL:	0.00

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

CHECK DATE: 2/01/2022 THRU 2/28/2022
CLEAR DATE: 0/00/0000 THRU 99/99/9999
STATEMENT: 0/00/0000 THRU 99/99/9999
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	---------DESCRIPTION----------	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
BANK DRAFT:								
1-00-1099	2/04/2022	BANK-DRAFT	000325	INTERNAL REVENUE SERVICE	42,697.58CR	OUTSTND	A	0/00/0000
1-00-1099	2/04/2022	BANK-DRAFT	000326	TEXAS CHILD SUPPORT	1,572.92CR	OUTSTND	A	0/00/0000
1-00-1099	2/04/2022	BANK-DRAFT	000327	State Disbursement Unit	398.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/17/2022	BANK-DRAFT	000328	INTERNAL REVENUE SERVICE	41,266.13CR	OUTSTND	A	0/00/0000
1-00-1099	2/17/2022	BANK-DRAFT	000329	TEXAS CHILD SUPPORT	1,572.92CR	OUTSTND	A	0/00/0000
1-00-1099	2/17/2022	BANK-DRAFT	000330	State Disbursement Unit	398.00CR	OUTSTND	A	0/00/0000
CHECK:								
1-00-1099	2/03/2022	CHECK	123316	PAYROLL CHECK	1,821.61CR	OUTSTND	P	0/00/0000
1-00-1099	2/01/2022	CHECK	123317	SONJA A. BROWN	469.68CR	OUTSTND	A	0/00/0000
1-00-1099	2/01/2022	CHECK	123318	LEVEL ONE PAVING, INC.	476,505.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/01/2022	CHECK	123319	SERGIO MOLINA	142.27CR	OUTSTND	A	0/00/0000
1-00-1099	2/01/2022	CHECK	123320	CENTURY 21 JUDGE FITE	56.51CR	OUTSTND	A	0/00/0000
1-00-1099	2/02/2022	CHECK	123321	HILCO ELECTRIC	8,092.14CR	OUTSTND	A	0/00/0000
1-00-1099	2/02/2022	CHECK	123322	CITY OF DESOTO	5,000.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/02/2022	CHECK	123323	BEST SOUTHWEST PARTNERSHIP	3,500.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/02/2022	CHECK	123324	J.T. HORN OIL CO., INC.	3,585.32CR	OUTSTND	A	0/00/0000
1-00-1099	2/02/2022	CHECK	123325	LEVEL ONE PAVING, INC. VOIDED	476,505.00CR	VOIDED	A	2/02/2022
1-00-1099	2/04/2022	CHECK	123326	ICMA	2,405.58CR	OUTSTND	A	0/00/0000
1-00-1099	2/07/2022	CHECK	123327	KEITH'S ACE HARDWARE	360.26CR	OUTSTND	A	0/00/0000
1-00-1099	2/07/2022	CHECK	123328	USA BLUEBOOK	205.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/07/2022	CHECK	123329	BRITTON METER REPAIR	532.90CR	OUTSTND	A	0/00/0000
1-00-1099	2/07/2022	CHECK	123330	GRAINGER	25.14CR	OUTSTND	A	0/00/0000
1-00-1099	2/07/2022	CHECK	123331	DESOTO JANITORIAL SUPPLY	188.76CR	OUTSTND	A	0/00/0000
1-00-1099	2/07/2022	CHECK	123332	Home Depot Credit Services	162.62CR	OUTSTND	A	0/00/0000
1-00-1099	2/07/2022	CHECK	123333	TYLER TECHNOLOGIES	433.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/07/2022	CHECK	123334	LANDMARK EQUIPMENT	435.15CR	OUTSTND	A	0/00/0000
1-00-1099	2/07/2022	CHECK	123335	NATIONAL ALL PRO QUICK LUBE	242.20CR	OUTSTND	A	0/00/0000
1-00-1099	2/07/2022	CHECK	123336	TRINITY RIVER AUTHORITY VOIDED	630.00CR	VOIDED	A	2/07/2022
1-00-1099	2/07/2022	CHECK	123337	ICC	39.90CR	OUTSTND	A	0/00/0000
1-00-1099	2/07/2022	CHECK	123338	AT&T	1,056.34CR	OUTSTND	A	0/00/0000
1-00-1099	2/07/2022	CHECK	123339	CNA SURETY	978.75CR	OUTSTND	A	0/00/0000
1-00-1099	2/07/2022	CHECK	123340	DAHILL OFFICE TECHNOLOGY CORPO	1,140.25CR	OUTSTND	A	0/00/0000
1-00-1099	2/07/2022	CHECK	123341	RANDY R. KELLY JR	589.24CR	OUTSTND	A	0/00/0000
1-00-1099	2/07/2022	CHECK	123342	GANESH CHAPAGAIN	900.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/07/2022	CHECK	123343	Health Care Service Corp.,A Mu	125.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/07/2022	CHECK	123344	HARDMAN, NINA LOVE	370.30CR	OUTSTND	A	0/00/0000
1-00-1099	2/07/2022	CHECK	123345	TCEQ	630.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/11/2022	CHECK	123346	KEITH'S ACE HARDWARE	306.08CR	OUTSTND	A	0/00/0000
1-00-1099	2/11/2022	CHECK	123347	USA BLUEBOOK	1,152.86CR	OUTSTND	A	0/00/0000
1-00-1099	2/11/2022	CHECK	123348	BRITTON METER REPAIR	34.10CR	OUTSTND	A	0/00/0000
1-00-1099	2/11/2022	CHECK	123349	EXPRESS SERVICES, INC.	10,833.98CR	OUTSTND	A	0/00/0000
1-00-1099	2/11/2022	CHECK	123350	FEDEX	22.41CR	OUTSTND	A	0/00/0000
1-00-1099	2/11/2022	CHECK	123351	IMPERATIVE INFORMATION GROUP,	275.00CR	OUTSTND	A	0/00/0000

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

CHECK DATE: 2/01/2022 THRU 2/28/2022
CLEAR DATE: 0/00/0000 THRU 99/99/9999
STATEMENT: 0/00/0000 THRU 99/99/9999
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 000000 THRU 999999

CHECK:

ACCOUNT	--DATE--	--TYPE--	NUMBER	---------DESCRIPTION----------	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
1-00-1099	2/11/2022	CHECK	123352	Home Depot Credit Services	130.38CR	OUTSTND	A	0/00/0000
1-00-1099	2/11/2022	CHECK	123353	LANGUAGE LINE SERVICES	9.87CR	OUTSTND	A	0/00/0000
1-00-1099	2/11/2022	CHECK	123354	NATIONAL ALL PRO QUICK LUBE	60.56CR	OUTSTND	A	0/00/0000
1-00-1099	2/11/2022	CHECK	123355	BLUETARP FINANCIAL, INC.	5,094.46CR	OUTSTND	A	0/00/0000
1-00-1099	2/11/2022	CHECK	123356	O'REILLY AUTOMOTIVE, INC.	181.64CR	OUTSTND	A	0/00/0000
1-00-1099	2/11/2022	CHECK	123357	OFFICE DEPOT (ONLINE)	41.93CR	OUTSTND	A	0/00/0000
1-00-1099	2/11/2022	CHECK	123358	PITNEY BOWES GLOBAL FINANCIAL	187.11CR	OUTSTND	A	0/00/0000
1-00-1099	2/11/2022	CHECK	123359	ROADRUNNER TRAFFIC SUPPLY, INC	162.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/11/2022	CHECK	123360	TARRANT COUNTY COLLEGE DISTRIC	50.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/11/2022	CHECK	123361	TEXAS MUNICIPAL LEAGUE	12,859.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/11/2022	CHECK	123362	TEXAS MUNICIPAL	38,101.89CR	OUTSTND	A	0/00/0000
1-00-1099	2/11/2022	CHECK	123363	TRINITY RIVER AUTHORITY	580.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/11/2022	CHECK	123364	BOUND TREE MEDICAL, LLC.	17.03CR	OUTSTND	A	0/00/0000
1-00-1099	2/11/2022	CHECK	123365	AT&T	1,187.75CR	OUTSTND	A	0/00/0000
1-00-1099	2/11/2022	CHECK	123366	PURCHASE POWER	63.13CR	OUTSTND	A	0/00/0000
1-00-1099	2/11/2022	CHECK	123367	CARLISLE CHEVROLET CADILLAC	826.60CR	OUTSTND	A	0/00/0000
1-00-1099	2/11/2022	CHECK	123368	DALE GLEN SANDLING	900.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/11/2022	CHECK	123369	CITY OF FORT WORTH	100.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/11/2022	CHECK	123370	TEXAS SOCIAL SECURITY PROGRAM	35.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/11/2022	CHECK	123371	AT&T	42.80CR	OUTSTND	A	0/00/0000
1-00-1099	2/11/2022	CHECK	123372	LINEBARGER GOGGAN BLAIR & SAMP	432.90CR	OUTSTND	A	0/00/0000
1-00-1099	2/11/2022	CHECK	123373	CASS ROBERT CALLAWAY	2,000.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/11/2022	CHECK	123374	TARGET SOLUTIONS LEARNING LLC	2,078.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/11/2022	CHECK	123375	COPQUEST, INC	25.85CR	OUTSTND	A	0/00/0000
1-00-1099	2/11/2022	CHECK	123376	DAHILL OFFICE TECHNOLOGY CORPO	154.52CR	OUTSTND	A	0/00/0000
1-00-1099	2/11/2022	CHECK	123377	WINGFOOT ENTERPRISES, INC	10,010.88CR	OUTSTND	A	0/00/0000
1-00-1099	2/11/2022	CHECK	123378	TELEFLEX LLC	584.40CR	OUTSTND	A	0/00/0000
1-00-1099	2/11/2022	CHECK	123379	JAMES HARRIS	350.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/11/2022	CHECK	123380	DELILAH MENDOZA	21.12CR	OUTSTND	A	0/00/0000
1-00-1099	2/11/2022	CHECK	123381	PHILL CONNER	26.95CR	OUTSTND	A	0/00/0000
1-00-1099	2/11/2022	CHECK	123382	MOTTLA ENTERPRISES, INC.	4,200.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/11/2022	CHECK	123383	GROSSMAN DESIGN BUILD, LLC	869,443.13CR	OUTSTND	A	0/00/0000
1-00-1099	2/17/2022	CHECK	123384	PAYROLL CHECK	1,809.93CR	OUTSTND	P	0/00/0000
1-00-1099	2/17/2022	CHECK	123385	ICMA	2,459.92CR	OUTSTND	A	0/00/0000
1-00-1099	2/18/2022	CHECK	123386	KEITH'S ACE HARDWARE	106.40CR	OUTSTND	A	0/00/0000
1-00-1099	2/18/2022	CHECK	123387	AT&T MOBILITY	7,016.51CR	OUTSTND	A	0/00/0000
1-00-1099	2/18/2022	CHECK	123388	ATMOS ENERGY	264.67CR	OUTSTND	A	0/00/0000
1-00-1099	2/18/2022	CHECK	123389	BRITTON METER REPAIR	82.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/18/2022	CHECK	123390	NATIONAL ALL PRO QUICK LUBE	71.40CR	OUTSTND	A	0/00/0000
1-00-1099	2/18/2022	CHECK	123391	LOWE'S COMPANIES, INC.	169.78CR	OUTSTND	A	0/00/0000
1-00-1099	2/18/2022	CHECK	123392	TXU ENERGY	9,481.42CR	OUTSTND	A	0/00/0000
1-00-1099	2/18/2022	CHECK	123393	WASTE MANAGEMENT DALLAS	79,578.44CR	OUTSTND	A	0/00/0000
1-00-1099	2/18/2022	CHECK	123394	PRIMARY HEALTH, INC d/b/a CARE	48.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/18/2022	CHECK	123395	NICHOLS, JACKSON, DILLARD, HAG	5,199.00CR	OUTSTND	A	0/00/0000

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

CHECK DATE: 2/01/2022 THRU 2/28/2022
CLEAR DATE: 0/00/0000 THRU 99/99/9999
STATEMENT: 0/00/0000 THRU 99/99/9999
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	---------DESCRIPTION----------	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-00-1099	2/18/2022	CHECK	123396	DATAPROSE	4,979.88CR	OUTSTND	A	0/00/0000
1-00-1099	2/18/2022	CHECK	123397	LUIS E. HERNANDEZ LLC	420.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/18/2022	CHECK	123398	THE ADT SECURITY CORPORATION D	108.22CR	OUTSTND	A	0/00/0000
1-00-1099	2/18/2022	CHECK	123399	AIRESPRING INC.	5,321.40CR	OUTSTND	A	0/00/0000
1-00-1099	2/18/2022	CHECK	123400	PARKHILL SMITH & COOPER, INC.	15,000.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/23/2022	CHECK	123401	KEITH'S ACE HARDWARE	5.58CR	OUTSTND	A	0/00/0000
1-00-1099	2/23/2022	CHECK	123402	ATMOS ENERGY	175.06CR	OUTSTND	A	0/00/0000
1-00-1099	2/23/2022	CHECK	123403	BRITTON METER REPAIR	776.89CR	OUTSTND	A	0/00/0000
1-00-1099	2/23/2022	CHECK	123404	DALLAS WATER UTILITIES	127,565.40CR	OUTSTND	A	0/00/0000
1-00-1099	2/23/2022	CHECK	123405	EXPRESS SERVICES, INC.	3,872.24CR	OUTSTND	A	0/00/0000
1-00-1099	2/23/2022	CHECK	123406	HILCO ELECTRIC	8,281.06CR	OUTSTND	A	0/00/0000
1-00-1099	2/23/2022	CHECK	123407	Home Depot Credit Services	386.45CR	OUTSTND	A	0/00/0000
1-00-1099	2/23/2022	CHECK	123408	MASSEY'S TIRES & WHEELS	10.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/23/2022	CHECK	123409	NATIONAL ALL PRO QUICK LUBE	51.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/23/2022	CHECK	123410	TRACTOR SUPPLY CO.	64.48CR	OUTSTND	A	0/00/0000
1-00-1099	2/23/2022	CHECK	123411	TRINITY RIVER AUTHORITY	1,580.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/23/2022	CHECK	123412	WILLIS EXTERMINATING CO.	750.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/23/2022	CHECK	123413	DALLAS CO. DEPT OF HEALTH & HU	47.83CR	OUTSTND	A	0/00/0000
1-00-1099	2/23/2022	CHECK	123414	J.T. HORN OIL CO., INC.	5,757.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/23/2022	CHECK	123415	WADE TRIM INC	752.50CR	OUTSTND	A	0/00/0000
1-00-1099	2/23/2022	CHECK	123416	NORRIS D TEXAS LLC	1,316.12CR	OUTSTND	A	0/00/0000
1-00-1099	2/23/2022	CHECK	123417	AIRESPRING INC.	5,361.33CR	OUTSTND	A	0/00/0000
1-00-1099	2/23/2022	CHECK	123418	WINGFOOT ENTERPRISES, INC	5,333.76CR	OUTSTND	A	0/00/0000
1-00-1099	2/23/2022	CHECK	123419	STEPHANIE D. BELL	500.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/23/2022	CHECK	123420	LATTIMER, CHRISTOPHE	71.52CR	OUTSTND	A	0/00/0000
1-00-1099	2/23/2022	CHECK	123421	CW SPARKS MANAGEMENT	83.12CR	OUTSTND	A	0/00/0000
1-00-1099	2/23/2022	CHECK	123422	MAYBERRY, SHANNA	51.33CR	OUTSTND	A	0/00/0000
1-00-1099	2/23/2022	CHECK	123423	SAFARI ONE ASSET COM	85.62CR	OUTSTND	A	0/00/0000
1-00-1099	2/23/2022	CHECK	123424	TAYLOR, ELIZABETH	27.96CR	OUTSTND	A	0/00/0000
1-00-1099	2/23/2022	CHECK	123425	LOVE, KOQUICE	24.15CR	OUTSTND	A	0/00/0000
1-00-1099	2/23/2022	CHECK	123426	EPPERSON, RICCI	28.08CR	OUTSTND	A	0/00/0000
1-00-1099	2/23/2022	CHECK	123427	PROGRESS DALLAS, LLC	25.19CR	OUTSTND	A	0/00/0000
1-00-1099	2/23/2022	CHECK	123428	LEWIS, ANGELA	17.25CR	OUTSTND	A	0/00/0000
1-00-1099	2/23/2022	CHECK	123429	AMERSON, RYAN	77.94CR	OUTSTND	A	0/00/0000
1-00-1099	2/23/2022	CHECK	123430	JIMENEZ, VERONICA	48.68CR	OUTSTND	A	0/00/0000
1-00-1099	2/23/2022	CHECK	123431	CENTURY 21 JUDGE FIT	43.89CR	OUTSTND	A	0/00/0000
1-00-1099	2/23/2022	CHECK	123432	LOVE, BRIA	22.67CR	OUTSTND	A	0/00/0000
1-00-1099	2/23/2022	CHECK	123433	SANDOVAL, TERESA	16.57CR	OUTSTND	A	0/00/0000
1-00-1099	2/23/2022	CHECK	123434	VANDERBURG, BRAD & J	40.74CR	OUTSTND	A	0/00/0000
1-00-1099	2/23/2022	CHECK	123435	ARCENEAUX, SHARINA	87.90CR	OUTSTND	A	0/00/0000
1-00-1099	2/23/2022	CHECK	123436	SFR JV-2 PROPERTY LL	2.51CR	OUTSTND	A	0/00/0000
1-00-1099	2/23/2022	CHECK	123437	EDWARD MOORE, MARKEI	20.74CR	OUTSTND	A	0/00/0000
1-00-1099	2/23/2022	CHECK	123438	MATSON, TYLOR	12.80CR	OUTSTND	A	0/00/0000
DEPOSIT:								

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

CHECK DATE: 2/01/2022 THRU 2/28/2022
CLEAR DATE: 0/00/0000 THRU 99/99/9999
STATEMENT: 0/00/0000 THRU 99/99/9999
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 000000 THRU 999999

DEPOSIT:

ACCOUNT	--DATE--	--TYPE--	NUMBER	---------DESCRIPTION----------	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
1-00-1099	2/01/2022	DEPOSIT		CREDIT CARDS 2/01/2022	1,920.89	OUTSTND	C	0/00/0000
1-00-1099	2/01/2022	DEPOSIT	000001	ONLINE PAYMNT 2/01/2022	12,009.98	OUTSTND	C	0/00/0000
1-00-1099	2/01/2022	DEPOSIT	000002	CREDIT CARDS 2/01/2022	1,524.20	OUTSTND	C	0/00/0000
1-00-1099	2/01/2022	DEPOSIT	000003	CREDIT CARDS 2/01/2022	1,591.66	OUTSTND	C	0/00/0000
1-00-1099	2/01/2022	DEPOSIT	000004	REGULAR DAILY DEP 2/01/2022	4,289.16	OUTSTND	C	0/00/0000
1-00-1099	2/01/2022	DEPOSIT	000005	CREDIT CARDS 2/01/2022	1,893.72	OUTSTND	C	0/00/0000
1-00-1099	2/01/2022	DEPOSIT	000006	ONLINE PAYMNT 2/01/2022	10.50	OUTSTND	C	0/00/0000
1-00-1099	2/01/2022	DEPOSIT	000007	CASH RECEIPTS	2,155.50	OUTSTND	M	0/00/0000
1-00-1099	2/01/2022	DEPOSIT	000008	CREDIT CARDS 2/01/2022	5,034.64	OUTSTND	C	0/00/0000
1-00-1099	2/02/2022	DEPOSIT		CREDIT CARDS 2/02/2022	2,434.74	OUTSTND	C	0/00/0000
1-00-1099	2/02/2022	DEPOSIT	000001	REGULAR DAILY DEP 2/02/2022	6,593.38	OUTSTND	C	0/00/0000
1-00-1099	2/02/2022	DEPOSIT	000002	ONLINE PAYMNT 2/02/2022	10.50	OUTSTND	C	0/00/0000
1-00-1099	2/02/2022	DEPOSIT	000003	CASH RECEIPTS	1,223.80	OUTSTND	M	0/00/0000
1-00-1099	2/02/2022	DEPOSIT	000004	CREDIT CARDS 2/02/2022	886.83	OUTSTND	C	0/00/0000
1-00-1099	2/02/2022	DEPOSIT	000005	ONLINE PAYMNT 2/02/2022	10,312.36	OUTSTND	C	0/00/0000
1-00-1099	2/02/2022	DEPOSIT	000006	CREDIT CARDS 2/02/2022	1,115.50	OUTSTND	C	0/00/0000
1-00-1099	2/02/2022	DEPOSIT	000007	FEB. 2022 RISEBROADBAND TWR R	1,996.50	OUTSTND	G	0/00/0000
1-00-1099	2/02/2022	DEPOSIT	000008	DISCOVERY & OPTUM PPE 02.03	989.01CR	OUTSTND	G	0/00/0000
1-00-1099	2/02/2022	DEPOSIT	000009	BENEFITS TRANSFER 02.02	59,665.37CR	OUTSTND	G	0/00/0000
1-00-1099	2/03/2022	DEPOSIT		CREDIT CARDS 2/03/2022	774.46	OUTSTND	C	0/00/0000
1-00-1099	2/03/2022	DEPOSIT	000001	CREDIT CARDS 2/03/2022	835.26	OUTSTND	C	0/00/0000
1-00-1099	2/03/2022	DEPOSIT	000002	CREDIT CARDS 2/03/2022	404.06	OUTSTND	C	0/00/0000
1-00-1099	2/03/2022	DEPOSIT	000003	ONLINE PAYMNT 2/03/2022	8,847.79	OUTSTND	C	0/00/0000
1-00-1099	2/03/2022	DEPOSIT	000004	CREDIT CARDS 2/03/2022	3,362.34	OUTSTND	C	0/00/0000
1-00-1099	2/04/2022	DEPOSIT		CREDIT CARDS 2/04/2022	2,476.23	OUTSTND	C	0/00/0000
1-00-1099	2/04/2022	DEPOSIT	000001	CREDIT CARDS 2/04/2022	2,359.99	OUTSTND	C	0/00/0000
1-00-1099	2/04/2022	DEPOSIT	000002	ONLINE PAYMNT 2/04/2022	12,181.63	OUTSTND	C	0/00/0000
1-00-1099	2/04/2022	DEPOSIT	000003	ONLINE PAYMNT 2/04/2022	7.00	OUTSTND	C	0/00/0000
1-00-1099	2/04/2022	DEPOSIT	000004	CASH RECEIPTS	391.90	OUTSTND	M	0/00/0000
1-00-1099	2/04/2022	DEPOSIT	000005	CREDIT CARDS 2/04/2022	1,208.99	OUTSTND	C	0/00/0000
1-00-1099	2/07/2022	DEPOSIT		CREDIT CARDS 2/07/2022	3,269.86	OUTSTND	C	0/00/0000
1-00-1099	2/07/2022	DEPOSIT	000001	ONLINE PAYMNT 2/07/2022	17.50	OUTSTND	C	0/00/0000
1-00-1099	2/07/2022	DEPOSIT	000002	CREDIT CARDS 2/07/2022	3,148.51	OUTSTND	C	0/00/0000
1-00-1099	2/07/2022	DEPOSIT	000003	CASH RECEIPTS	1,796.60	OUTSTND	M	0/00/0000
1-00-1099	2/07/2022	DEPOSIT	000004	ONLINE PAYMNT 2/07/2022	21,122.17	OUTSTND	C	0/00/0000
1-00-1099	2/07/2022	DEPOSIT	000005	CREDIT CARDS 2/07/2022	1,378.08	OUTSTND	C	0/00/0000
1-00-1099	2/07/2022	DEPOSIT	000006	CREDIT CARDS 2/07/2022	335.42	OUTSTND	C	0/00/0000
1-00-1099	2/07/2022	DEPOSIT	000007	REGULAR DAILY DEP 2/07/2022	9,300.93	OUTSTND	C	0/00/0000
1-00-1099	2/07/2022	DEPOSIT	000008	CHILD SUPPORT FEE 02.07	10.50CR	OUTSTND	G	0/00/0000
1-00-1099	2/07/2022	DEPOSIT	000009	FEB. 2022 RISEBROADBAND TWR	1,738.91	OUTSTND	G	0/00/0000
1-00-1099	2/08/2022	DEPOSIT		CREDIT CARDS 2/08/2022	1,339.24	OUTSTND	C	0/00/0000
1-00-1099	2/08/2022	DEPOSIT	000001	CREDIT CARDS 2/08/2022	4,784.02	OUTSTND	C	0/00/0000
1-00-1099	2/08/2022	DEPOSIT	000002	REGULAR DAILY DEP 2/08/2022	24,857.87	OUTSTND	C	0/00/0000
1-00-1099	2/08/2022	DEPOSIT	000003	ONLINE PAYMNT 2/08/2022	9,696.54	OUTSTND	C	0/00/0000

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

CHECK DATE: 2/01/2022 THRU 2/28/2022
CLEAR DATE: 0/00/0000 THRU 99/99/9999
STATEMENT: 0/00/0000 THRU 99/99/9999
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 000000 THRU 999999

DEPOSIT:

ACCOUNT	--DATE--	--TYPE--	NUMBER	---------DESCRIPTION----------	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
1-00-1099	2/08/2022	DEPOSIT	000004	CREDIT CARDS 2/08/2022	638.60	OUTSTND	C	0/00/0000
1-00-1099	2/08/2022	DEPOSIT	000005	ONLINE PAYMNT 2/08/2022	7.00	OUTSTND	C	0/00/0000
1-00-1099	2/08/2022	DEPOSIT	000006	CASH RECEIPTS	1,458.60	OUTSTND	M	0/00/0000
1-00-1099	2/08/2022	DEPOSIT	000007	DAILY PAYMENT POSTING - ADJ	82.87CR	OUTSTND	U	0/00/0000
1-00-1099	2/08/2022	DEPOSIT	000008	DAILY PAYMENT POSTING	82.27	OUTSTND	U	0/00/0000
1-00-1099	2/09/2022	DEPOSIT		CREDIT CARDS 2/09/2022	52,454.14	OUTSTND	C	0/00/0000
1-00-1099	2/09/2022	DEPOSIT	000001	CREDIT CARDS 2/09/2022	1,539.45	OUTSTND	C	0/00/0000
1-00-1099	2/09/2022	DEPOSIT	000002	CREDIT CARDS 2/09/2022	2,775.34	OUTSTND	C	0/00/0000
1-00-1099	2/09/2022	DEPOSIT	000003	CREDIT CARDS 2/09/2022	150.00	OUTSTND	C	0/00/0000
1-00-1099	2/09/2022	DEPOSIT	000004	CASH RECEIPTS	907.70	OUTSTND	M	0/00/0000
1-00-1099	2/09/2022	DEPOSIT	000005	ONLINE PAYMNT 2/09/2022	6,334.47	OUTSTND	C	0/00/0000
1-00-1099	2/10/2022	DEPOSIT		CREDIT CARDS 2/10/2022	1,587.44	OUTSTND	C	0/00/0000
1-00-1099	2/10/2022	DEPOSIT	000001	REGULAR DAILY DEP 2/10/2022	20,809.95	OUTSTND	C	0/00/0000
1-00-1099	2/10/2022	DEPOSIT	000002	CREDIT CARDS 2/10/2022	2,261.90	OUTSTND	C	0/00/0000
1-00-1099	2/10/2022	DEPOSIT	000003	CREDIT CARDS 2/10/2022	424.10	OUTSTND	C	0/00/0000
1-00-1099	2/10/2022	DEPOSIT	000004	REGULAR DAILY DEP 2/10/2022	150.00	OUTSTND	C	0/00/0000
1-00-1099	2/10/2022	DEPOSIT	000005	ONLINE PAYMNT 2/10/2022	14,387.12	OUTSTND	C	0/00/0000
1-00-1099	2/10/2022	DEPOSIT	000006	CREDIT CARDS 2/10/2022	1,179.35	OUTSTND	C	0/00/0000
1-00-1099	2/10/2022	DEPOSIT	000007	ONLINE PAYMNT 2/10/2022	7.00	OUTSTND	C	0/00/0000
1-00-1099	2/10/2022	DEPOSIT	000008	CASH RECEIPTS	780.90	OUTSTND	M	0/00/0000
1-00-1099	2/11/2022	DEPOSIT		CREDIT CARDS 2/11/2022	2,644.71	OUTSTND	C	0/00/0000
1-00-1099	2/11/2022	DEPOSIT	000001	REGULAR DAILY DEP 2/11/2022	71,479.17	OUTSTND	C	0/00/0000
1-00-1099	2/11/2022	DEPOSIT	000002	REGULAR DAILY DEP 2/11/2022	18,127.71	OUTSTND	C	0/00/0000
1-00-1099	2/11/2022	DEPOSIT	000003	CREDIT CARDS 2/11/2022	4,194.09	OUTSTND	C	0/00/0000
1-00-1099	2/11/2022	DEPOSIT	000004	CREDIT CARDS 2/11/2022	654.05	OUTSTND	C	0/00/0000
1-00-1099	2/11/2022	DEPOSIT	000005	REGULAR DAILY DEP 2/11/2022	100.00	OUTSTND	C	0/00/0000
1-00-1099	2/11/2022	DEPOSIT	000006	FEB. 2022 SALES TAX	100,986.65	OUTSTND	G	0/00/0000
1-00-1099	2/14/2022	DEPOSIT		CREDIT CARDS 2/14/2022	4,611.16	OUTSTND	C	0/00/0000
1-00-1099	2/14/2022	DEPOSIT	000001	REGULAR DAILY DEP 2/14/2022	111,609.27	OUTSTND	C	0/00/0000
1-00-1099	2/14/2022	DEPOSIT	000002	CREDIT CARDS 2/14/2022	2,604.88	OUTSTND	C	0/00/0000
1-00-1099	2/14/2022	DEPOSIT	000003	CREDIT CARDS 2/14/2022	2,786.30	OUTSTND	C	0/00/0000
1-00-1099	2/14/2022	DEPOSIT	000004	CREDIT CARDS 2/14/2022	4,735.72	OUTSTND	C	0/00/0000
1-00-1099	2/14/2022	DEPOSIT	000005	REGULAR DAILY DEP 2/14/2022	23,270.51	OUTSTND	C	0/00/0000
1-00-1099	2/14/2022	DEPOSIT	000006	REGULAR DAILY DEP 2/14/2022	9,898.95	OUTSTND	C	0/00/0000
1-00-1099	2/14/2022	DEPOSIT	000007	ONLINE PAYMNT 2/14/2022	47,690.51	OUTSTND	C	0/00/0000
1-00-1099	2/14/2022	DEPOSIT	000008	CASH RECEIPTS	280.90	OUTSTND	M	0/00/0000
1-00-1099	2/14/2022	DEPOSIT	000009	DRAFT POSTING	28,665.07	OUTSTND	U	0/00/0000
1-00-1099	2/15/2022	DEPOSIT		CREDIT CARDS 2/15/2022	332.76	OUTSTND	C	0/00/0000
1-00-1099	2/15/2022	DEPOSIT	000001	CREDIT CARDS 2/15/2022	6,690.16	OUTSTND	C	0/00/0000
1-00-1099	2/15/2022	DEPOSIT	000002	CREDIT CARDS 2/15/2022	1,969.30	OUTSTND	C	0/00/0000
1-00-1099	2/15/2022	DEPOSIT	000003	REGULAR DAILY DEP 2/15/2022	36,424.17	OUTSTND	C	0/00/0000
1-00-1099	2/15/2022	DEPOSIT	000004	CREDIT CARDS 2/15/2022	3,946.20	OUTSTND	C	0/00/0000
1-00-1099	2/15/2022	DEPOSIT	000005	CREDIT CARDS 2/15/2022	2,280.73	OUTSTND	C	0/00/0000
1-00-1099	2/15/2022	DEPOSIT	000006	REGULAR DAILY DEP 2/15/2022	23,922.39	OUTSTND	C	0/00/0000

COMPANY: 999 - POOLED CASH FUND CHECK DATE: 2/01/2022 THRU 2/28/2022
ACCOUNT: 1-00-1099 POOLED CASH CLEAR DATE: 0/00/0000 THRU 99/99/9999
TYPE: All STATEMENT: 0/00/0000 THRU 99/99/9999
STATUS: All VOIDED DATE: 0/00/0000 THRU 99/99/9999
FOLIO: All AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 000000 THRU 999999

DEPOSIT:

ACCOUNT	--DATE--	--TYPE--	NUMBER	---------DESCRIPTION----------	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
1-00-1099	2/15/2022	DEPOSIT	000007	ONLINE PAYMNT 2/15/2022	41,629.47	OUTSTND	C	0/00/0000
1-00-1099	2/15/2022	DEPOSIT	000008	CASH RECEIPTS	74.90	OUTSTND	M	0/00/0000
1-00-1099	2/15/2022	DEPOSIT	000009	CREDIT CARDS 2/15/2022	2,229.95	OUTSTND	C	0/00/0000
1-00-1099	2/15/2022	DEPOSIT	000010	DAILY PAYMENT POSTING - ADJ	74.80CR	OUTSTND	U	0/00/0000
1-00-1099	2/15/2022	DEPOSIT	000011	DISCOVERY & OPTUM PPE 02.13	989.01CR	OUTSTND	G	0/00/0000
1-00-1099	2/15/2022	DEPOSIT	000012	FEB. 2022 CHLD SFT DALLAS 2.15	980.92	OUTSTND	G	0/00/0000
1-00-1099	2/16/2022	DEPOSIT		CREDIT CARDS 2/16/2022	291.44	OUTSTND	C	0/00/0000
1-00-1099	2/16/2022	DEPOSIT	000001	REGULAR DAILY DEP 2/16/2022	12,701.03	OUTSTND	C	0/00/0000
1-00-1099	2/16/2022	DEPOSIT	000002	REGULAR DAILY DEP 2/16/2022	11,424.89	OUTSTND	C	0/00/0000
1-00-1099	2/16/2022	DEPOSIT	000003	CREDIT CARDS 2/16/2022	1,865.61	OUTSTND	C	0/00/0000
1-00-1099	2/16/2022	DEPOSIT	000004	ONLINE PAYMNT 2/16/2022	24,279.16	OUTSTND	C	0/00/0000
1-00-1099	2/16/2022	DEPOSIT	000005	REGULAR DAILY DEP 2/16/2022	1,307.00	OUTSTND	C	0/00/0000
1-00-1099	2/16/2022	DEPOSIT	000006	CREDIT CARDS 2/16/2022	1,096.45	OUTSTND	C	0/00/0000
1-00-1099	2/16/2022	DEPOSIT	000007	REGULAR DAILY DEP 2/16/2022	933.85	OUTSTND	C	0/00/0000
1-00-1099	2/16/2022	DEPOSIT	000008	CREDIT CARDS 2/16/2022	385.68	OUTSTND	C	0/00/0000
1-00-1099	2/16/2022	DEPOSIT	000009	CREDIT CARDS 2/16/2022	3,156.35	OUTSTND	C	0/00/0000
1-00-1099	2/16/2022	DEPOSIT	000010	ONLINE PAYMNT 2/16/2022	2,430.63	OUTSTND	C	0/00/0000
1-00-1099	2/16/2022	DEPOSIT	000011	ONLINE PAYMNT 2/16/2022	7.00	OUTSTND	C	0/00/0000
1-00-1099	2/16/2022	DEPOSIT	000012	CASH RECEIPTS	897.80	OUTSTND	M	0/00/0000
1-00-1099	2/16/2022	DEPOSIT	000013	DAILY PAYMENT POSTING - ADJ	273.61CR	OUTSTND	U	0/00/0000
1-00-1099	2/16/2022	DEPOSIT	000014	DAILY PAYMENT POSTING - ADJ	299.73CR	OUTSTND	U	0/00/0000
1-00-1099	2/16/2022	DEPOSIT	000015	FEB. 2022 SIT OVERPAYMENT	499.60	OUTSTND	G	0/00/0000
1-00-1099	2/17/2022	DEPOSIT		REGULAR DAILY DEP 2/17/2022	3,456.81	OUTSTND	C	0/00/0000
1-00-1099	2/17/2022	DEPOSIT	000001	CREDIT CARDS 2/17/2022	885.06	OUTSTND	C	0/00/0000
1-00-1099	2/17/2022	DEPOSIT	000002	ONLINE PAYMNT 2/17/2022	9,595.46	OUTSTND	C	0/00/0000
1-00-1099	2/17/2022	DEPOSIT	000003	CREDIT CARDS 2/17/2022	95.00	OUTSTND	C	0/00/0000
1-00-1099	2/17/2022	DEPOSIT	000004	REGULAR DAILY DEP 2/17/2022	13,419.88	OUTSTND	C	0/00/0000
1-00-1099	2/17/2022	DEPOSIT	000005	CREDIT CARDS 2/17/2022	2,425.65	OUTSTND	C	0/00/0000
1-00-1099	2/17/2022	DEPOSIT	000006	REGULAR DAILY DEP 2/17/2022	5.00	OUTSTND	C	0/00/0000
1-00-1099	2/17/2022	DEPOSIT	000007	ONLINE PAYMNT 2/17/2022	7.00	OUTSTND	C	0/00/0000
1-00-1099	2/17/2022	DEPOSIT	000008	CASH RECEIPTS	601.80	OUTSTND	M	0/00/0000
1-00-1099	2/17/2022	DEPOSIT	000009	DAILY PAYMENT POSTING	168.19	OUTSTND	U	0/00/0000
1-00-1099	2/17/2022	DEPOSIT	000010	DAILY PAYMENT POSTING - ADJ	98.52CR	OUTSTND	U	0/00/0000
1-00-1099	2/17/2022	DEPOSIT	000011	DALLAS CO ELEC DEPT NOV.20	130.45	OUTSTND	G	0/00/0000
1-00-1099	2/17/2022	DEPOSIT	000012	JAN. 2022 SALES & USE TAX 2.17	7,408.32CR	OUTSTND	G	0/00/0000
1-00-1099	2/18/2022	DEPOSIT		CREDIT CARDS 2/18/2022	635.54	OUTSTND	C	0/00/0000
1-00-1099	2/18/2022	DEPOSIT	000001	CREDIT CARDS 2/18/2022	2,510.01	OUTSTND	C	0/00/0000
1-00-1099	2/18/2022	DEPOSIT	000002	CREDIT CARDS 2/18/2022	2,154.38	OUTSTND	C	0/00/0000
1-00-1099	2/18/2022	DEPOSIT	000003	CREDIT CARDS 2/18/2022	537.00	OUTSTND	C	0/00/0000
1-00-1099	2/18/2022	DEPOSIT	000004	REGULAR DAILY DEP 2/18/2022	3,070.91	OUTSTND	C	0/00/0000
1-00-1099	2/18/2022	DEPOSIT	000005	ONLINE PAYMNT 2/18/2022	12,625.73	OUTSTND	C	0/00/0000
1-00-1099	2/18/2022	DEPOSIT	000006	CREDIT CARDS 2/18/2022	860.05	OUTSTND	C	0/00/0000
1-00-1099	2/18/2022	DEPOSIT	000007	ONLINE PAYMNT 2/18/2022	10.50	OUTSTND	C	0/00/0000
1-00-1099	2/18/2022	DEPOSIT	000008	CASH RECEIPTS	2,298.60	OUTSTND	M	0/00/0000

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

CHECK DATE: 2/01/2022 THRU 2/28/2022
CLEAR DATE: 0/00/0000 THRU 99/99/9999
STATEMENT: 0/00/0000 THRU 99/99/9999
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 000000 THRU 999999

DEPOSIT:

ACCOUNT	--DATE--	--TYPE--	NUMBER	---------DESCRIPTION----------	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
1-00-1099	2/18/2022	DEPOSIT	000009	CHILD SUPPORT FEE 02.18	10.50CR	OUTSTND	G	0/00/0000
1-00-1099	2/21/2022	DEPOSIT		CREDIT CARDS 2/21/2022	1,114.63	OUTSTND	C	0/00/0000
1-00-1099	2/21/2022	DEPOSIT	000001	CREDIT CARDS 2/21/2022	979.03	OUTSTND	C	0/00/0000
1-00-1099	2/21/2022	DEPOSIT	000002	CREDIT CARDS 2/21/2022	651.03	OUTSTND	C	0/00/0000
1-00-1099	2/21/2022	DEPOSIT	000003	REGULAR DAILY DEP 2/21/2022	4,559.11	OUTSTND	C	0/00/0000
1-00-1099	2/21/2022	DEPOSIT	000004	ONLINE PAYMNT 2/21/2022	11,710.27	OUTSTND	C	0/00/0000
1-00-1099	2/21/2022	DEPOSIT	000005	ONLINE PAYMNT 2/21/2022	14.00	OUTSTND	C	0/00/0000
1-00-1099	2/21/2022	DEPOSIT	000006	CASH RECEIPTS	3,324.70	OUTSTND	M	0/00/0000
1-00-1099	2/22/2022	DEPOSIT		CREDIT CARDS 2/22/2022	1,562.36	OUTSTND	C	0/00/0000
1-00-1099	2/22/2022	DEPOSIT	000001	REGULAR DAILY DEP 2/22/2022	2,822.97	OUTSTND	C	0/00/0000
1-00-1099	2/22/2022	DEPOSIT	000002	CREDIT CARDS 2/22/2022	1,762.40	OUTSTND	C	0/00/0000
1-00-1099	2/22/2022	DEPOSIT	000003	ONLINE PAYMNT 2/22/2022	4,487.79	OUTSTND	C	0/00/0000
1-00-1099	2/22/2022	DEPOSIT	000004	CREDIT CARDS 2/22/2022	150.00	OUTSTND	C	0/00/0000
1-00-1099	2/22/2022	DEPOSIT	000005	CREDIT CARDS 2/22/2022	540.75	OUTSTND	C	0/00/0000
1-00-1099	2/22/2022	DEPOSIT	000006	REGULAR DAILY DEP 2/22/2022	1,980.00	OUTSTND	C	0/00/0000
1-00-1099	2/22/2022	DEPOSIT	000007	CASH RECEIPTS	836.54	OUTSTND	M	0/00/0000
1-00-1099	2/22/2022	DEPOSIT	000008	FEB. 22 AMBULANCE REV 02.22	1,301.17	OUTSTND	G	0/00/0000
1-00-1099	2/23/2022	DEPOSIT		CREDIT CARDS 2/23/2022	623.31	OUTSTND	C	0/00/0000
1-00-1099	2/23/2022	DEPOSIT	000001	REGULAR DAILY DEP 2/23/2022	21,211.77	OUTSTND	C	0/00/0000
1-00-1099	2/23/2022	DEPOSIT	000002	ONLINE PAYMNT 2/23/2022	10.50	OUTSTND	C	0/00/0000
1-00-1099	2/23/2022	DEPOSIT	000003	CASH RECEIPTS	1,815.70	OUTSTND	M	0/00/0000
1-00-1099	2/23/2022	DEPOSIT	000004	CREDIT CARDS 2/23/2022	895.10	OUTSTND	C	0/00/0000
1-00-1099	2/23/2022	DEPOSIT	000005	CREDIT CARDS 2/23/2022	1,113.19	OUTSTND	C	0/00/0000
1-00-1099	2/23/2022	DEPOSIT	000006	ONLINE PAYMNT 2/23/2022	5,532.38	OUTSTND	C	0/00/0000
1-00-1099	2/24/2022	DEPOSIT		CREDIT CARDS 2/24/2022	1,779.14	OUTSTND	C	0/00/0000
1-00-1099	2/24/2022	DEPOSIT	000001	CREDIT CARDS 2/24/2022	813.31	OUTSTND	C	0/00/0000
1-00-1099	2/24/2022	DEPOSIT	000002	REGULAR DAILY DEP 2/24/2022	7,260.00	OUTSTND	C	0/00/0000
1-00-1099	2/24/2022	DEPOSIT	000003	CREDIT CARDS 2/24/2022	1,681.41	OUTSTND	C	0/00/0000
1-00-1099	2/24/2022	DEPOSIT	000004	ONLINE PAYMNT 2/24/2022	16,914.32	OUTSTND	C	0/00/0000
1-00-1099	2/24/2022	DEPOSIT	000005	ONLINE PAYMNT 2/24/2022	99.87	OUTSTND	C	0/00/0000
1-00-1099	2/24/2022	DEPOSIT	000006	ONLINE PAYMNT 2/24/2022	21.00	OUTSTND	C	0/00/0000
1-00-1099	2/24/2022	DEPOSIT	000007	CASH RECEIPTS	1,840.50	OUTSTND	M	0/00/0000
1-00-1099	2/25/2022	DEPOSIT		CREDIT CARDS 2/25/2022	995.62	OUTSTND	C	0/00/0000
1-00-1099	2/25/2022	DEPOSIT	000001	CREDIT CARDS 2/25/2022	1,782.12	OUTSTND	C	0/00/0000
1-00-1099	2/25/2022	DEPOSIT	000002	CREDIT CARDS 2/25/2022	1,894.91	OUTSTND	C	0/00/0000
1-00-1099	2/25/2022	DEPOSIT	000003	ONLINE PAYMNT 2/25/2022	14.00	OUTSTND	C	0/00/0000
1-00-1099	2/25/2022	DEPOSIT	000004	CASH RECEIPTS	1,336.60	OUTSTND	M	0/00/0000
1-00-1099	2/28/2022	DEPOSIT		CREDIT CARDS 2/28/2022	561.10	OUTSTND	C	0/00/0000
1-00-1099	2/28/2022	DEPOSIT	000001	CREDIT CARDS 2/28/2022	3,853.79	OUTSTND	C	0/00/0000
1-00-1099	2/28/2022	DEPOSIT	000002	REGULAR DAILY DEP 2/28/2022	3,686.22	OUTSTND	C	0/00/0000
1-00-1099	2/28/2022	DEPOSIT	000003	CREDIT CARDS 2/28/2022	2,265.04	OUTSTND	C	0/00/0000
1-00-1099	2/28/2022	DEPOSIT	000004	REGULAR DAILY DEP 2/28/2022	6,805.93	OUTSTND	C	0/00/0000
1-00-1099	2/28/2022	DEPOSIT	000005	REGULAR DAILY DEP 2/28/2022	100.00	OUTSTND	C	0/00/0000
1-00-1099	2/28/2022	DEPOSIT	000006	ONLINE PAYMNT 2/28/2022	26,230.14	OUTSTND	C	0/00/0000

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

CHECK DATE: 2/01/2022 THRU 2/28/2022
CLEAR DATE: 0/00/0000 THRU 99/99/9999
STATEMENT: 0/00/0000 THRU 99/99/9999
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	---------DESCRIPTION----------	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
DEPOSIT:								
1-00-1099	2/28/2022	DEPOSIT	000007	ONLINE PAYMNT 2/28/2022	17.50	OUTSTND	C	0/00/0000
1-00-1099	2/28/2022	DEPOSIT	000008	CREDIT CARDS 2/28/2022	1,501.99	OUTSTND	C	0/00/0000
1-00-1099	2/28/2022	DEPOSIT	000009	REGULAR DAILY DEP 2/28/2022	5.00	OUTSTND	C	0/00/0000
1-00-1099	2/28/2022	DEPOSIT	000010	CASH RECEIPTS	2,649.60	OUTSTND	M	0/00/0000
EFT:								
1-00-1099	2/02/2022	EFT		FEB. 2022 2016 GO BOND PYMT	857,550.00CR	OUTSTND	G	0/00/0000
1-00-1099	2/02/2022	EFT	000001	FEB. 2022 METERS LOAN263522	225,160.69CR	OUTSTND	G	0/00/0000
1-00-1099	2/07/2022	EFT		EXXON PYMT GAS USAGE 02.07	391.00CR	OUTSTND	G	0/00/0000
1-00-1099	2/14/2022	EFT		FEB. 2022 2015 CO BOND 02.14	110,273.24CR	OUTSTND	G	0/00/0000
1-00-1099	2/14/2022	EFT	000001	FEB. 22 2008 CO BOND PYMT 2.14	133,482.34CR	OUTSTND	G	0/00/0000
MISCELLANEOUS:								
1-00-1099	2/01/2022	MISC.	010215	FEB. 2022 PROPERTY TAX 02.01	128,629.61	OUTSTND	G	0/00/0000
1-00-1099	2/02/2022	MISC.	010215	FEB. 2022 PROPERTY TAX 02.02	93,824.88	OUTSTND	G	0/00/0000
1-00-1099	2/02/2022	MISC.	111111	UB Counter	1,841.26CR	OUTSTND	G	0/00/0000
1-00-1099	2/02/2022	MISC.	111112	UB Web	4,098.51CR	OUTSTND	G	0/00/0000
1-00-1099	2/02/2022	MISC.	111113	UB Moto	35.82CR	OUTSTND	G	0/00/0000
1-00-1099	2/02/2022	MISC.	111114	Court Counter	166.89CR	OUTSTND	G	0/00/0000
1-00-1099	2/02/2022	MISC.	111115	Court Online	146.91CR	OUTSTND	G	0/00/0000
1-00-1099	2/02/2022	MISC.	111116	Permitting	2,559.65CR	OUTSTND	G	0/00/0000
1-00-1099	2/02/2022	MISC.	123325	LEVEL ONE PAVING, INC. VOIDED	476,505.00	VOIDED	A	2/02/2022
1-00-1099	2/03/2022	MISC.		PAYROLL DIRECT DEPOSIT	134,007.12CR	OUTSTND	P	0/00/0000
1-00-1099	2/03/2022	MISC.	010215	FEB. 2022 PROPERTY TAX 02.03	262,997.61	OUTSTND	G	0/00/0000
1-00-1099	2/04/2022	MISC.	010215	FEB. 2022 PROPERTY TAX 02.04	11,155.37	OUTSTND	G	0/00/0000
1-00-1099	2/07/2022	MISC.	123336	TRINITY RIVER AUTHORITY VOIDED	630.00	VOIDED	A	2/07/2022
1-00-1099	2/08/2022	MISC.	010215	FEB. 2022 PROPERTY TAX 02.08	21,760.79	OUTSTND	G	0/00/0000
1-00-1099	2/09/2022	MISC.	010215	FEB. 2022 PROPERTY TAX 02.09	101,869.92	OUTSTND	G	0/00/0000
1-00-1099	2/09/2022	MISC.	122753	AT&T UNPOST	1,182.01	OUTSTND	A	0/00/0000
1-00-1099	2/10/2022	MISC.	010215	FEB. 2022 PROPERTY TAX 02.10	37,302.45	OUTSTND	G	0/00/0000
1-00-1099	2/11/2022	MISC.	010215	FEB. 2022 PROPERTY TAX 02.11	25,767.60	OUTSTND	G	0/00/0000
1-00-1099	2/14/2022	MISC.	010215	FEB. 2022 PROPERTY TAX 02.14	121,476.64	OUTSTND	G	0/00/0000
1-00-1099	2/15/2022	MISC.	010215	FEB. 2022 PROPERTY TAX 02.15	71,740.51	OUTSTND	G	0/00/0000
1-00-1099	2/16/2022	MISC.	010215	FEB. 2022 PROPERTY TAX 02.16	1,728.23	OUTSTND	G	0/00/0000
1-00-1099	2/17/2022	MISC.		PAYROLL DIRECT DEPOSIT	131,206.33CR	OUTSTND	P	0/00/0000
1-00-1099	2/17/2022	MISC.	010215	FEB. 2022 PROPERTY TAX 02.17	968.30	OUTSTND	G	0/00/0000
1-00-1099	2/18/2022	MISC.	010215	FEB. 2022 PROPERTY TAX 02.18	5,630.44	OUTSTND	G	0/00/0000
1-00-1099	2/22/2022	MISC.	010215	FEB. 2022 PROPERTY TAX 02.22	313.16	OUTSTND	G	0/00/0000
1-00-1099	2/22/2022	MISC.	010216	FEB. 2022 PROPERTY TAX 02.22#2	2,339.31	OUTSTND	G	0/00/0000
1-00-1099	2/23/2022	MISC.	010215	FEB. 2022 PROPERTY TAX 02.23	8,117.38	OUTSTND	G	0/00/0000
1-00-1099	2/24/2022	MISC.	010215	FEB. 2022 PROPERTY TAX 02.24	2,756.40	OUTSTND	G	0/00/0000
1-00-1099	2/25/2022	MISC.	010215	FEB. 2022 PROPERTY TAX 02.25	9,846.20	OUTSTND	G	0/00/0000

COMPANY:	999 - POOLED CASH FUND	CHECK DATE:	2/01/2022 THRU 2/28/2022
ACCOUNT:	1-00-1099 POOLED CASH	CLEAR DATE:	0/00/0000 THRU 99/99/9999
TYPE:	All	STATEMENT:	0/00/0000 THRU 99/99/9999
STATUS:	All	VOIDED DATE:	0/00/0000 THRU 99/99/9999
FOLIO:	All	AMOUNT:	0.00 THRU 999,999,999.99
		CHECK NUMBER:	000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	---------DESCRIPTION----------		----AMOUNT---	STATUS	FOLIO	CLEAR DATE
TOTALS FOR ACCOUNT 1-00-109				CHECK	TOTAL:	2,245,203.58CR			
				DEPOSIT	TOTAL:	1,033,370.17			
				INTEREST	TOTAL:	0.00			
				MISCELLANEOUS	TOTAL:	1,112,479.32			
				SERVICE CHARGE	TOTAL:	0.00			
				EFT	TOTAL:	1,326,857.27CR			
				BANK-DRAFT	TOTAL:	87,905.55CR			
TOTALS FOR POOLED CASH FUND				CHECK	TOTAL:	2,245,203.58CR			
				DEPOSIT	TOTAL:	1,033,370.17			
				INTEREST	TOTAL:	0.00			
				MISCELLANEOUS	TOTAL:	1,112,479.32			
				SERVICE CHARGE	TOTAL:	0.00			
				EFT	TOTAL:	1,326,857.27CR			
				BANK-DRAFT	TOTAL:	87,905.55CR			

GENERAL FUND

FOR THE MONTH ENDED FEBRUARY 28,2022

Summary

Revenues & Expenditures - Budget & Actual

SUMMARY OF GENERAL FUND REVENUES (8.3% of FY)

	Original Budget	AMENDED	YTD Actual	Budget %
TOTAL REVENUES:	$ 12,081,705	$ -	$ 8,678,516	71.8%

	Original Budget	AMENDED	YTD Actual	Budget %
Property Tax :	$ 6,777,381	$ -	$ 6,593,444	97.3%

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

	Original Budget	AMENDED	YTD Actual	Budget %
Sales Tax:	$ 850,000	$ -	$ 422,826	49.7%

	Original Budget	AMENDED	YTD Actual	Budget %
Franchise Fees:	$ 563,350	$ -	$ 250,275	44.4%

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

Type	Pay Cycle	Original Budget	AMENDED	YTD Actual	Budget %
Electric	Oncor pays annually; Hilco pays quarterly	290,585		169,331	58.3%
Telephone	AT&T pays annually; all others quarterly	13,043		5,658	43.4%
Gas	Atmos pays annually in March	59,525		-	0.0%
Cable	All pay quarterly	80,197		25,287	31.5%
Garbage	Pays quarterly on commercial roll offs	-		-	0.0%
Video	Paid quarterly	-		-	#DIV/0!
Water/WW	Paid monthly	120,000		50,000	41.7%
	TOTAL:	$ 563,350	$ -	$ 250,276	44.4%

	Original Budget	AMENDED	YTD Actual	Budget %
Permits & Fees:	$ 1,963,471	$ -	$ 700,514	35.7%

Permits include Building Permits, garage sale permits, trade, and other miscellaneous permits

New Housing Development Growth expected to increase this FY 21 as compared with FY 20.

Type	Original Budget	AMENDED	YTD Actual	Budget %
Building Permit Fees	866,700		345,640	39.9%
Miscellaneous Permits	56,966		30,395	53.4%
Backflow and Irrigation Permits	69,550		19,310	27.8%
Infrastructure Inspection Fee	90,000		7,118	7.9%
Zoning Fee	13,150		1,361	10.3%
Plan Review	610,924		213,689	35.0%
Inspection Fee - Alcohol	-			0.0%
Filing Fee	-			0.0%
Plats	13,525		1,425	10.5%
Trade Permits	168,525		61,242	36.3%
License Registration	17,500		6,000	34.3%
Rental Registration	46,276		6,105	13.2%
Food Service	9,600		8,000	83.3%
Garage Sale Permits	755		230	30.5%
TOTAL:	$ 1,963,471	$ -	700,515	35.7%

Original Budget	AMENDED	YTD Actual	Budget %

Charges for Services:			$ 1,491,040	$ -	$ 606,766	40.7%

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

	Pay Cycle(s)	Original Budget	AMENDED	YTD Actual	Budget %
Tower Rental	Monthly	55,000		19,728	35.9%
Ambulance	Monthly	200,000		94,383	47.2%
Resource Officer	Annually	50,000		20,235	40.5%
Sanitation	Monthly	1,184,040		470,156	39.7%
Animal Pound	Monthly	1,000		2,490	249.0%
Wrecker	By Contract	800		800	100.0%
Finger Prints		-		-	0.0%
Fire Inspections		200		-	0.0%
Abatements				-	
Convenience Fee		-		13,489	
Police Reports		-		275	#DIV/0!
TOTAL:		**1,491,040**	**-**	**621,556**	**41.7%**

Court Fines:	Original Budget	AMENDED	YTD Actual	Budget %
	$ 287,200	$ -	$ 61,619	21.5%

Miscellaneous	Budget	YTD Actual	YTD Actual	Actual
Miscellaneous revenue consists of all other revenues	#REF!	$ -	$ 14,942	#REF!

Account #	Name	Current Month Act	YTD Actual
100-4-00-4807	Other (Misc)	$ 117	$ 924
100-4-00-4818	TML Ins Reimbu	$ 500	$ 7,972
100-4-32-4800	Seizure Rev	$ -	$ 517
100-4-40-4840	Insurance Reim	$ -	$ 3,599
		$ 617	$ 13,011

Equity return and 2% discount on TML-IRP insurance premiums	$ 4,482
Fuel rebates and recycling revenues	4,952
	$ 9,434

SUMMARY OF GENERAL FUND EXPENDITURES

TOTAL EXPENDITURES:	Budget	AMENDED	Actual	Budget %
	$ 10,708,035	$ -	$ 3,141,651	29.3%

Administration:	Budget	AMENDED	Actual	Budget %
	$ 79,114	$ -	$ 27,293	34.5%

Economic Development:	Budget	AMENDED	Actual	Budget %
	$ 39,950	$ -	$ 800	2.0%

	PRIOR FISCAL YEAR				
	BUDGET		FY ACTUAL		
	FY 2020-21		FY 2020-21		
Revenues:	**Original Budget**	**Amended Budget**	**M-T-D Feb -21**	**Y-T-D Feb -21**	**Y-T-D % Budget**
Property Tax	$ 5,639,664		528,955	5,656,570	100.3%
Sales Tax	700,000		98,780	237,958	34.0%
Franchise Fees	495,554		5,006	194,797	39.3%
Permits & Fees	1,149,121		162,316	762,849	66.4%
Charges for Service	1,149,020		151,286	511,970	44.6%
Recreation	-		-	-	
Grants & Contributions	48,174		-	450	0.9%
Court Fines	250,700		11,250	67,654	27.0%
Interest	39,256		10,736	48,348	123.2%
Miscellaneous	-		457	11,495	
G&A Reimbursement from Utility MGMT	15,000		1,250	6,250	41.7%
Charge for Service (City Wide)	6,000		500	2,500	41.7%
Total Revenues	**$ 9,492,489**	**$ -**	**$ 970,536**	**$ 7,500,841**	**79.0%**
Expenditures:					
City Council	$ 206,700		12,704	75,078	36.3%
Administration	150,281		7,503	33,617	22.4%
IT	527,987		31,351	192,139	36.4%
City Manager	407,883		32,672	137,887	33.8%
City Secretary	191,309		31,194	93,308	48.8%
Human Resources	172,894		8,886	56,578	32.7%
Finance	298,895		18,612	87,625	29.3%
Municipal Court	122,903		12,405	48,500	39.5%
Fire	1,772,925		110,875	676,120	38.1%
Police	2,359,927		135,437	712,118	30.2%
Streets	1,331,766		108,383	425,550	32.0%
Economic Development	115,783		7,903	43,813	37.8%
Planning	373,664		13,126	119,783	32.1%
Parks Maintenance	330,479		321	57,426	17.4%
Community Engagement	246,354		12,681	64,532	26.2%
Senior Center	25,855		114	780	3.0%
Parks and Recreation					
Total Expenditures	**$ 8,635,605**	**$ -**	**$ 544,167**	**$ 2,824,854**	**32.7%**
Total Revenues Over (Under) Exp	**$ 856,885**	**$ -**	**$ 426,369**	**$ 4,675,987**	
Other Financing Sources (Uses):					
Utility Fund-Reimbursement for Costs	-		-	-	

	PRIOR FISCAL YEAR				
	BUDGET		FY ACTUAL		
	FY 2020-21		FY 2020-21		
Revenues:	Original Budget	Amended Budget	M-T-D Feb -21	Y-T-D Feb -21	Y-T-D % Budget
Utility Fund-Reimbursement for Debt	-	-	-	-	
Transfer from GH Dev Co. & HFC to GF	550,000		-	-	
Transfer from Fund 205-911 Wireless	$ 33,000	$ 33,000	2,750	13,750	41.7%
Transfer from Drainage Fund	$ 15,775	$ 15,775	1,315	6,573	41.7%
Other Sources (Uses)	-				
Transfer to Capital Projects Fund					
Vehicle Replacement Fund	(250,000)		$ (20,833)	$ (104,167)	41.7%
Reserved for Contingency	-		-	-	0.0%
Net Change in Fund Balance	**$ 1,205,660**	**$ (404,625)**		**$ 4,592,143**	
Total Unassigned Fund Balance - BOY	7,724,246	7,724,246		6,835,469	
Total Fund Balance - EOY	**$ 8,929,906**	**$ 7,319,621**		**$ 11,427,612**	
Less: Commitments for Specific Use					
Less: Assigned for Specific Use	-				
Ending Fund Balance - Unassigned	**$ 8,929,906**	**$ 7,319,621**		**$ 11,427,612**	
AVERAGE DAILY EXPENDITURES	**23,618**			**18,791**	
Number of Days In Reserve	**378**			**608**	

SUMMARY OF WATER & SEWER FUND REVENUES

	Budget	AMENDED	Actual	Budget %
TOTAL REVENUES:	$ 7,920,816	$ -	$ 3,015,185	38.1%

Water and Sewer sales

	Budget	AMENDED	Actual	Budget %
Water Sales	$ 3,435,316	$ -	$ 1,276,826	37.2%

	Budget	AMENDED	Actual	Budget %
Miscellaneous Income	$ 2,200	$ -	$ 37,793	1717.9%

SUMMARY OF WATER & SEWER FUND EXPENDITURES

	Budget	AMENDED	Actual	Budget %
TOTAL EXPENDITURES:	$ 7,276,363	$ -	$ 2,529,883	34.8%

	Budget	AMENDED	Actual	Budget %
Meter Services:	$ 433,442	$ -	$ 27,859	6.4%

SUMMARY OF YEAR-END PROJECTIONS

WATER AND SEWER FUND
FOR THE MONTH ENDED FEBRUARY 28,2022

Summary
Revenues & Expenditures - Budget & Actual

WATER & SEWER FUND
REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
FY 2020-21 WITH PRIOR YEAR COMPARISON
FOR THE MONTH ENDED FEBRUARY 28,2022

41.7%

	CURRENT FISCAL YEAR						
	BUDGET		ACTUAL			PROJECTED	
	FY 2021-22		M-T-D	Y-T-D	Y-T-D	FY 2021-22	
	Original Budget	Amended Budget	Feb-22	Feb-22	% Budget	Feb-22	% Budget
Revenues:							
Water Sales	$ 3,435,316		$ 247,499	$ 1,276,826	37.2%	$ 1,431,382	41.7%
Sewer Sales	3,750,000		309,680	1,471,313	39.2%	$ 1,562,500	41.7%
Late Charges	145,000		31,936	115,143	79.4%	$ 60,417	41.7%
Reconnection Fees	30,000		-	-	0.0%	$ -	0.0%
Water Meters	359,000		33,594	56,166	15.6%	$ 149,583	41.7%
Tap Fees	7,000		-	1,600	22.9%	$ 2,917	41.7%
Infrastructure Inspection	90,000		2,986	6,718	7.5%	$ -	0.0%
Convenience Fee	100,000		10,615	49,235	49.2%	$ 41,667	41.7%
Interest Earnings	2,300		72	391	17.0%	$ 958	41.7%
Miscellaneous	2,200		140	37,793	1717.9%	$ 917	41.7%
Total Revenues	**$ 7,920,816**	**$ -**	**$ 636,522**	**$ 3,015,185**	**38.1%**	**$ 3,250,340**	**41.0%**
Expenditures:							
Utility Administration	$ 274,645		$ 23,271	$ 119,351	43.5%	$ 114,435	41.7%
Meter Services	433,442		4,142	27,859	6.4%	$ 180,601	41.7%
Water Operations	2,107,430		172,226	867,551	41.2%	$ 878,096	41.7%
Wastewater Operations	4,439,846		13,028	1,506,372	33.9%	$ 1,849,936	41.7%
G&A Reimbursement from Utility Fund MG	15,000		1,250	6,250	41.7%	$ 6,250	41.7%
General Fund - Reimbursement for City	6,000		500	2,500	41.7%	$ 2,500	41.7%
Total Expenditures	**$ 7,276,363**	**$ -**	**$ 214,417**	**$ 2,529,883**	**34.8%**	**$ 3,031,818**	**41.7%**
	.						
Total Revenues Over (Under) Exp	**$ 644,453**	**$ -**	**$ 422,105**	**$ 485,302**		**$ 218,522**	
Other Funding Sources (Uses):							
Debt service - bond payments						-	
Smart Meter payments	(225,161)		(225,161)	(225,161)			
Non-cash transactions:							
Capital lease proceeds	-		-	-		-	
Capital expenditures	-		-			-	
Net Change in Fund Balance	**$ 419,292**	**$ -**		**$ 260,141**			
Total Unrestricted Fund Balance - BOY	1,144,561			1,739,638			
Total Fund Balance - EOY	**$ 1,563,853**	**$ -**		**$ 1,999,779**		**$ -**	
Less: Commitments for Specific Use				-		-	
Less: Assigned for Specific Use				-		-	
Ending Fund Balance - Unrestricted	**$ 1,563,853**	**$ -**		**$ 1,999,779**		**$ -**	
AVERAGE DAILY EXPENDITURES	**19,935**	**-**		**16,866**			
Number of Days In Reserve	**78**			**119**			

2/28/2022
10/1/2021
150

DRAINAGE FUND
FOR THE MONTH ENDED FEBRUARY 28,2022

Summary
Revenues & Expenditures - Budget & Actual

SUMMARY OF MUNICIPAL DRAINAGE FUND

	Budget	AMENDED	Actual	Budget %
TOTAL REVENUES:	$ 435,000	$ -	$ 171,271	39.4%

	Budget	AMENDED	Actual	Budget %
TOTAL EXPENDITURES:	$ 368,002	$ -	$ 61,301	16.7%

SUMMARY OF YEAR-END PROJECTIONS

DRAINAGE FUND
REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
FY 2020-21 WITH PRIOR YEAR COMPARISON
FOR THE MONTH ENDED FEBRUARY 28,2022

41.7%

	CURRENT FISCAL YEAR							PRIOR FISCAL YEAR				
	BUDGET		ACTUAL			FY PROJECTED		BUDGET		FY ACTUAL		
	FY 2021-22		M-T-D	Y-T-D	Y-T-D	FY 2021-22		FY 2020-21		FY 2020-21		
	Original Budget	Amended Budget	Feb-22	Feb-22	% Budget	Feb-22	% Budget	Original Budget	Amended Budget	M-T-D Feb -21	Y-T-D Feb -21	Y-T-D % Budget
Revenues:												
Drainage Fees - Residential	$ 315,000		$ 28,790	$ 143,595	45.6%	$ 131,250	41.7%	$ 300,000		$ 27,466	$ 119,605	39.9%
Drainage Fees - Commercial	30,000		2,660	13,300	44.3%	$ 12,500	41.7%	30,000		2,615	11,542	38.5%
Drainage Fees-Late Charges	-		1,982	7,554						-	-	
Infrastructure Inspections	90,000		2,986	6,822	7.6%			-				
Interest			-	-	#DIV/0!	-	0.0%			0	1	
Total Revenues	**$ 435,000**	**$ -**	**$ 36,418**	**$ 171,271**	**39.4%**	**$ 143,750**	**33.0%**	**$ 330,000**	**$ -**	**$ 30,081**	**$ 131,148**	**39.7%**
Expenditures:												
Storm Water Operations	368,002		$ 7,458	$ 61,301	16.7%	$ 153,334	41.7%	266,258		$ 13,900	$ 83,863	31.5%
Total Expenditures	**$ 368,002**	**$ -**	**$ 7,458**	**$ 61,301**	**16.7%**	**$ 153,334**	**41.7%**	**$ 266,258**	**$ -**	**$ 13,900**	**$ 83,863**	**31%**
Total Revenues Over (Under) Exp	**$ 66,998**	**$ -**	**$ 28,960**	**$ 109,970**		**$ (9,584)**		**$ 63,742**	**$ -**	**$ 16,181**	**$ 47,285**	
Other Financing Sources (Uses):												
Operating Transfer to General Fund	(15,775)		(1,315)	(6,573)	41.7%	-		(15,775)		(1,315)	(6,573)	41.7%
Capital Projects Fund - City Commitme	-	-	-	-		-		-	-			
Net Change in Fund Balance	**$ 51,223**	**$ -**		**$ 103,397**				**$ 47,967**	**$ -**	**$ 14,867**	**$ 40,712**	
Total Unrestricted Fund Balance - BOY	635,699			681,829				$ 398,735			$ 272,076	
Total Fund Balance - EOY	**$ 686,922**	**$ -**		**$ 785,226**		**$ -**		**$ 446,702**	**$ -**		**$ 312,788**	
Less: Commitments for Specific Use	-	-		-		-		-	-			
Ending Fund Balance - Unrestricted	**$ 686,922**	**$ -**		**$ 785,226**		**$ -**		**$ 446,702**	**$ -**	**$ -**	**$ 312,788**	
AVERAGE DAILY EXPENDITURES	**$ 1,008**	**$ -**		**$ 409**	`			**$ 729**	**$ -**		**$ 559**	
Number of Days In Reserve	**681**			**1921**				**612**			**559**	
				2/28/2022			2/28/2022					
				10/1/2021			10/1/2021					
				150			150					

OTHER FUNDS
FOR THE MONTH ENDED FEBRUARY 28,2022

Summary
Revenues & Expenditures - Budget & Actual

SUMMARY OF OTHER FUNDS

DEBT SERVICE FUND

	Budget	AMENDED	Actual	Budget %
TOTAL REVENUES:	$ 1,500,931	$ -	$ 1,379,741	91.9%

	Budget	AMENDED	Actual	Budget %
TOTAL EXPENDITURES:	$ 1,500,931	$ -	$ 1,634,700	108.9%

E911 FUND

	Budget	AMENDED	Actual	Budget %
TOTAL REVENUES:	$ 73,000	$ -	$ 27,531	37.7%

	Budget	AMENDED	Actual	Budget %
TOTAL EXPENDITURES:	$ 283,000	$ -	$ 13,750	0.00%

VEHICLE REPLACEMENT FUND

	BUDGET	AMENDED	Actual	Budget %
TOTAL REVENUES:	$ -	$ -	$ -	#DIV/0!

TOTAL EXPENDITURES:	BUDGET	AMENDED	Actual	Budget %
	$ 140,000	$ -	$ 63,468	45.3%

WATER SEWER IMPACT FUND

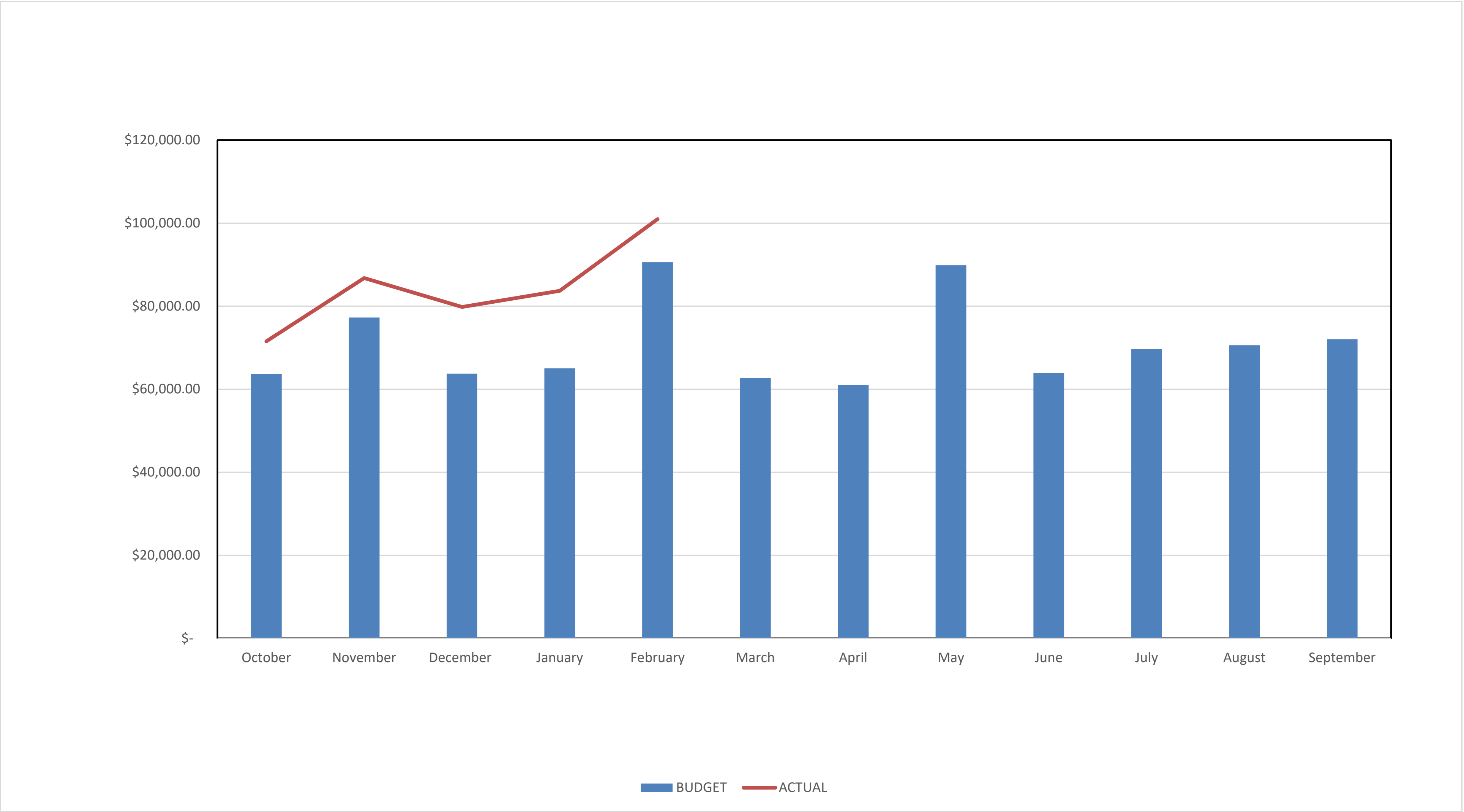
	BUDGET	AMENDED	Actual	Budget %
TOTAL REVENUES:	$ 1,371,468	$ -	$ 352,281	25.7%

TOTAL EXPENDITURES:	BUDGET	AMENDED	Actual	Budget %
	$ 2,816,984	$ -	$ 410,006	14.6%

OTHER FUNDS: FINANCIAL SUMMARY
REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
FOR THE MONTH ENDED FEBRUARY 28,2022

		BUDGET					Y-T-D ACTUAL							
FUND	FUND NAME	Revenues	Expenditures	Change in Fund Balances	Fund Balance Beginning of Year	Fund Balance End of Year	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	$ 1,500,931	$ 1,500,931	$ -	$ 230,819	$ 230,819	$ 1,379,741	92%	$ 1,634,700	109%	$ (254,959)	0.0%	$ 230,819	$ (24,140)
	SPECIAL REVENUE FUNDS													
200	Court Technology Fund	$ 300	$ -	$ 300	$ 6,839	$ 7,139	$ 111	37%	$ -	0%	$ 111	37.0%	$ 5,399	$ 5,510
201	Court Security Fund	2,962	-	2,962	46,369	49,331	1,591	54%	-	0%	1,591	53.7%	49,563	51,154
205	E911 Fund	73,000	283,000	(210,000)	276,112	66,112	27,531	38%	13,750	0%	13,781	-6.6%	283,655	297,436
207	Family Festival	-	-	-	-	-	-	0%	-	0%	-	0.0%	-	-
213	Federal Seizure Fund	-	-	-	2,974	2,974	-	0%	-	0%	-	0.0%	2,974	2,974
214	State Seizure Fund	-	-	-	7,926	7,926	0	0%	-	0%	0	0.0%	7,926	7,926
250	Operating Grants Fund	2,027,625	1,600,000	427,625	1,793,586	2,221,211	-	0%	(11,634)	0%	11,634	2.7%	2,058,229	2,069,863
		$ 2,103,887	$ 1,883,000	$ 220,887	$ 2,133,805	$ 2,354,692	$ 29,233		$ 2,116		$ 27,117		$ 2,407,746	$ 2,434,863
	CAPITAL PROJECTS FUND													
215	Street Impact Fees (restri)	$ 687,638	$ 1,893,540	$ (1,205,902)	$ 2,368,975	$ 1,163,073	$ 175,918	26%	$ 253,540	13%	$ (77,622)	6.4%	$ 2,397,293	$ 2,319,671
230	Park Fees	331,480	580,000	(248,520)	1,108,843	860,323	84,262	25%	-	0%	84,262	-33.9%	1,122,403	1,206,665
400	2006 Bonds	30	18,747	(18,717)	18,792	75	10	0%	-	0%	10	-0.1%	18,793	18,803
402	City Hall Capital Proj Fund	1,200	304,976	(303,776)	326,798	23,022	0	0%	21,500	0%	(21,500)	7.1%	(62,765)	(84,265)
406	Vehicle Replacement Fund	-	140,000	(140,000)	496,714	356,714	-	#DIV/0!	63,468	0%	(63,468)	45.3%	561,714	498,246
403	2016 GO Bonds	4,300	7,705,490	(7,701,190)	9,039,639	1,338,449	529	0%	3,258,013	0%	(3,257,484)	42.3%	9,039,639	5,782,155
410	Reserved for Capital Projects	5,500,000	4,892,066	607,934	5,810,580	6,418,514	2,291,667	42%	903,791	0%	1,387,876	228.3%	5,544,412	6,932,288
412	Veterans Memorial	-	-		2,604	2,604	-	0%	-	0%	-		2,604	2,604
425	COVID-19 Response	-	155,900	(155,900)	(316,304)	(472,204)	-		61,258		(61,258)		(316,304)	(377,562)
515-1&2	Water Sewer Impact Fund	1,371,468	2,816,984	(1,445,516)	2,671,534	1,226,018	352,281	26%	410,006	15%	(57,725)	4.0%	2,726,454	2,668,729
											-	0.0%	-	-
		$ 7,896,116	$ 18,507,703	$ (10,611,587)	$ 21,557,101	$ 10,945,514	$ 2,906,944		$ 5,002,779		$ (2,095,835)		$ 21,063,170	$ 18,967,335

City Glenn Heights
Comparison of Budgeted Sales Tax to Actual



CITY OF GLENN HEIGHTS
SALES TAX COMPARISON

COMPARISON BY FISCAL YEAR

	FY 2015 ACTUAL	FY 2016 ACTUAL	FY 2017 ACTUAL	FY 2018 ACTUAL	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 ACTUAL	VARIANCE OVER PRIOR YEAR
October	$ 37,028	$ 39,446	$ 39,644	$ 43,975	$ 52,935	$ 61,578	$ 71,665	$ 71,544	$ (121)
November	45,456	49,026	47,765	$ 50,405	$ 60,796	$ 72,164	$ 77,424	$ 86,769	$ 9,345
December	36,135	45,898	39,854	$ 40,448	$ 52,236	$ 63,081	$ 69,466	$ 79,821	$ 10,355
January	51,711	42,222	41,161	$ 42,038	$ 52,635	$ 60,379	$ 69,712	$ 85,498	$ 15,787
February	57,902	58,973	60,600	$ 62,223	$ 71,245	$ 72,723	$ 98,780	$ 100,987	$ 2,207
March	36,403	39,440	38,032	$ 42,244	$ 49,150	$ 56,841	$ 71,765		
April	33,153	37,811	37,039	$ 38,911	$ 55,816	$ 50,968	$ 69,160		
May	50,661	53,802	49,487	$ 58,889	$ 68,698	$ 71,075	$ 104,476		
June	36,412	40,130	39,458	$ 44,033	$ 52,828	$ 70,923	$ 56,341		
July	37,885	39,712	41,256	$ 48,253	$ 53,224	$ 75,916	$ 79,687		
August	46,959	36,756	46,502	$ 58,556	$ 62,521	$ 82,931	$ 87,446		
September	40,227	42,273	45,483	$ 48,396	$ 60,332	$ 73,440	$ 79,671		
	$ 509,931	$ 525,490	$ 526,281	$ 578,371	$ 692,416	$ 812,018	$ 935,592.17	$ 424,618.70	$ 37,572

COMPARISON TO CURRENT YEAR BUDGET

	*FY 2022 BUDGET	FY 2022 ACTUAL	VARIANCE	
October	$ 63,620.62	$ 71,543.85	$ 7,923	1.12
November	$ 77,263.69	$ 86,768.52	$ 9,505	1.12
December	$ 63,742.04	$ 79,821.39	$ 16,079	1.25
January	$ 65,050.55	$ 83,706.01	$ 18,655	1.2868
February	$ 90,578.73	$ 100,986.65	$ 10,408	1.11
March	$ 62,675.85			0.00
April	$ 60,981.99			0.00
May	$ 89,829.05			0.00
June	$ 63,902.61			0.00
July	$ 69,701.96			0.00
August	$ 70,590.70			0.00
September	$ 72,062.20			0.00
	$ 850,000.00	$ 422,826.42	$ 62,570.79	5.90

*** FY 2022 Budget column based on last year's percentage collection by month. Sales tax collection has historically been based on seasonal trends**

AGENDA SUMMARY SHEET
March 15, 2022

AGENDA, ITEM 2

Discuss and take action on Resolution R-08-22, a Resolution of the City Council of the City of Glenn Heights, Texas, approving a Wholesale Treated Water Contract between the City of Dallas and the City of Glenn Heights for the purchase of wholesale treated water; authorizing the City Manager to execute said agreement; providing for the repeal of any and all Resolutions in conflict; providing a severability clause; and providing for an effective date. (David Hall, City Manager)

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

CITY OF GLENN HEIGHTS
CITY COUNCIL REPORT

Date: March 15, 2022

SUBJECT

This agenda item will allow City Council to authorize the City Manager to execute a Wholesale Treated Water Agreement with the City of Dallas (DWU) for the purchase of treated water supplying the City's water distribution system.

DISCUSSION / BACKGROUND

The City of Glenn Heights does not have direct access to a controlled source of fresh water, like most communities in the DFW metropolitan area, nor the developed infrastructure necessary to treat water. Accordingly, the City has historically contracted with the City of Dallas for the provision of its wholesale water. In turn, the City's Water Utility supplies water to its retail customers across the Texas Public Utilities Commission (PUC) approved Certificate of Convenience and Necessity (CCN) geographic area.

The first recorded Agreement in the City's records between the City of Glenn Heights and the City of Dallas for the purchase of Wholesale Treated Water was approved by the Glenn Heights City Council on September 3, 1985.

Another Agreement between the parties was approved by the Glenn Heights City Council on February 12, 1992. That Agreement replaced the earlier one and was for a term of 30 years.

Staff has been negotiating with DWU for several months on the development of a new Agreement. The current proposed Agreement was approved by the City of Dallas City Council on February 9, 2022. This Agreement is for a term of 30 years. It has provisions for the construction of infrastructure, ROW acquisition, rate structure and other provisions typical to such Agreements amongst DWU client cities.

PRIOR COUNCIL OR BOARD ACTION

Not applicable.

PUBLIC CONTACT

Not applicable.

FINANCIAL IMPACT

The DWU traditionally increases its rates annually, however, that rate is dependent upon a number of factors, such as operational expenses and customer use that vary. DWU sends notice of rate hearings and increases as they arise.

RECOMMENDATION / ALTERNATIVES

Staff recommends City Council approve the Wholesale Treated Water Agreement between the City of Dallas and the City of Glenn Heights.

There are no viable options currently available. Staff contacted local Special Utility District (SUD) wholesale water treatment providers, however the exorbitant cost of infrastructure investment necessary to potentially connect to the suppliers makes it an untenable choice.

ATTACHMENTS

1. Resolution R-08-22

PREPARED BY

David Hall, JD, City Manager

REVIEWED BY

Clifford Blackwell, Deputy City Manager

RESOLUTION R-08-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, APPROVING A WHOLESALE TREATED WATER CONTRACT BETWEEN THE CITY OF DALLAS AND THE CITY OF GLENN HEIGHTS FOR THE PURCHASE OF WHOLESALE TREATED WATER; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Glenn Heights purchases wholesale treated water from the City of Dallas; and

WHEREAS, the City of Glenn Heights' current contract for such services with the City of Dallas expired on February 11, 2022; and

WHEREAS, City staff has recommended that the City enter into a new wholesale treated water contract with the City of Dallas on the terms and in substantially the form of that set forth and attached hereto as Exhibit "A"; and

WHEREAS, approval of the new wholesale treated water contract would be in the best interest of the City of Glenn Heights and its citizens;

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

SECTION 1. The Wholesale Treated Water Contract, attached hereto and incorporated herein by this reference as Exhibit "A", is hereby approved and the City Manager is authorized to execute all necessary documents, including this agreement or an agreement in substantially the same form as the attached Exhibit A, as may be necessary to effect the provision of wholesale treated water services contemplated therein.

SECTION 2. All resolutions of the City of Glenn Heights heretofore adopted which are in conflict with the provisions of this resolution be, and the same are hereby repealed, and all resolutions of the City of Glenn Heights not in conflict with the provisions hereof shall remain in full force and effect.

SECTION 3. If any article, paragraph, subdivision, clause or provision of this resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

SECTION 4. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY PASSED by the City Council of the City of Glenn Heights, Texas, this the 15th day of March 2022.

APPROVED:

____
Harry A. Garrett, Mayor

ATTEST:

____
Brandi Brown, City Secretary

APPROVED AS TO FORM:

____
Victoria W. Thomas, City Attorney
(030922VWTtm128295)

EXHIBIT “A”
[Wholesale Treated Water Contract with City of Dallas]

STATE OF TEXAS §
§
COUNTY OF DALLAS §

WHOLESALE TREATED WATER CONTRACT
between City of Dallas and City of Glenn Heights

THIS WHOLESALE TREATED WATER CONTRACT ("Contract") is made and entered into this the ___ day of _______________, 2022, by and between the CITY OF DALLAS, a Texas home rule municipality (hereinafter called "Dallas"), and the CITY OF GLENN HEIGHTS, a Texas home rule municipality (hereinafter called "Customer").

WHEREAS, Customer currently purchases wholesale treated water from Dallas, and Dallas currently delivers and sells wholesale treated water to Customer as set forth under the terms, covenants, and conditions stated in the Current Contract; and

WHEREAS, the Current Contract with Dallas will expire on February 11, 2022; and

WHEREAS, Dallas and Customer desire to enter into a new wholesale treated water contract; and

NOW, THEREFORE, Dallas and Customer, in consideration of the mutual terms, covenants, and conditions contained in this Contract, agree as follows:

Article 1. DEFINITIONS

1.1 **Definitions**. In addition to the definitions stated in the preamble hereof, the following words and phrases as used in this Contract, unless the context clearly shows otherwise, shall have the following meanings:

"Convey" means sell, trade, donate, exchange, transfer title or contract therefor.

"Current Contract" means that certain Wholesale Treated Water Contract dated and effective February 12, 1992 by and between Dallas and Customer.

"Customer's Service Area" means the area within Customer's incorporated limits, as amended from time to time through annexation or disannexation, and any service area described now or hereafter for the provision of retail public water service, even if such service area is outside of Customer's incorporated limits, such service area on the Effective Date being as set forth in Exhibit "B," attached hereto and incorporated herein by reference.

"Delivery Facilities" means the pipes, valves, meters, and other associated equipment and appurtenances necessary to connect Dallas' water distribution system to Customer's water distribution system at the Delivery Points so that delivery of Treated Water from Dallas to Customer is made possible.

"Delivery Points" means those locations set forth in Exhibit "C," attached hereto and incorporated herein by reference, or as may be added to or deleted by written agreement of the parties from time to time, where Dallas' water distribution system connects to Customer's water system and at which delivery of Treated Water occurs to Customer.

"Demand" means the maximum rate of flow of Treated Water that may be taken by Customer from Dallas within a Water Year.

"Demand Schedule" means Customer's written estimate of Customer's annual requirements for delivery and use of Treated Water from Dallas.

"Director" means the Director of Dallas' Department of Water Utilities, or the Director's designated representative.

"Effective Date" shall mean February 12, 2022.

"Memorandum of Agreement" or "MOA" means that certain *Memorandum of Agreement for Wholesale Treated Water* effective June 21, 2010, by and among Dallas, Customer and other local governmental entities, a copy of which is attached hereto as Exhibit "A," and incorporated herein by reference.

"TCEQ" means the Texas Commission on Environmental Quality or its successor agency.

"Treated Water" means raw water that has been treated and purified to at least Drinking Water Standards as required by applicable TCEQ rules and regulations for Public Water Systems, as amended from time to time.

"TWDB" means the Texas Water Development Board.

"Volume" means the actual amount of Treated Water delivered to Customer's Delivery Points on a daily basis.

"Water Year" means the period described by applicable ordinance of the City of Dallas, as may be amended from time to time, which on the Effective Date begins on June 1st of each calendar year and ends on May 31st of the immediately subsequent calendar year.

Article 2. TERM; TERMINATION OF CURRENT CONTRACT

2.1. **Term**. This Contract shall remain in full force and effect for a term of thirty (30) years from February 12, 2022 ("Effective Date") unless terminated earlier as provided herein.

2.2 **Termination of Current Contract**. Upon the Effective Date, the Current Contract shall be null, void, and of no further legal force or effect except as to any provisions that expressly survive the termination of the Current Contract.

Article 3. WATER SALES

3.1 Sale and Delivery of Treated Water. Dallas agrees to sell and deliver to Customer, on a wholesale cost basis, Treated Water in accordance with the specifications and restrictions contained in Article 4 of this Contract and in sufficient quantities to meet Customer's Volume and Demand requirements as provided in this Contract.

3.2 Limitations on Delivery. Customer understands and acknowledges that delivery of Treated Water to meet Customer's Volume and Demand requirements is subject to and limited by available system supply and system deliverability, as reasonably determined by the Director as well as events of Force Majeure; provided, however, delivery of Treated Water to Customer shall not be unreasonably withheld or reduced.

3.3 Demand Schedule. Not later than 60 days after the Effective Date, Customer shall provide to Dallas a Demand Schedule which factors in any reasonably anticipated increases or decreases in Demand during the term of this Contract. Customer shall either reaffirm or, if necessary, revise and update the Demand Schedule not later than ninety (90) days prior to the end of the fifth, tenth, fifteenth, twentieth, and twenty-fifth anniversaries of the Effective Date of this Contract. Customer shall also either reaffirm or update the Demand Schedule not later than ninety (90) days following receipt of a written request for same from Dallas.

3.4 Customer Changes in Demand. Customer may from time to time change its Demand as set forth in the Demand Schedule subject to Section 3.7 below. Except as provided in the Special Condition contained in Exhibit "D," Customer shall be required to pay Dallas the Annual Demand Charge based on Section 3.8.

3.5 Failure to Deliver Demand – Seven Days. If Dallas fails to make available the currently established Demand for seven (7) or more consecutive days, the Demand charge for each such day shall be an amount equal to the maximum rate of delivery of Treated Water for each day in which full Demand was not met, multiplied by the current Annual Demand charge, then divided by 365, then multiplied by the number of days the Demand was not met. The Demand is calculated daily and is not an averaging of the water delivered for those affected days.

3.6 Failure to Deliver Demand – Thirty Days. If Dallas fails to make available to Customer the currently established Demand for thirty (30) or more consecutive days, the Demand charge for that Water Year shall be calculated by using the maximum rate of delivery of Treated Water to Customer for the days in which the full Demand was not met, multiplied by the current Annual Demand charge.

3.7 Notice of Demand Changes. Customer shall give reasonable notice to Dallas of anticipated changes in its Demand. Such notice shall be given not less than six (6) months in advance of the effective date of the change if the requested change, when considered with other Dallas Wholesale Treated Customer requests, does not require the construction of additional facilities. The Director may waive the six-month notice requirement for good cause shown. If construction of additional facilities is required, enough additional advance notice shall be given as is necessary to allow for financing, design, and construction of the needed facilities.

3.8 Year on Which Annual Demand Charge is Based. Except as provided in Sections 3.5 and 3.6, Customer agrees, for each Water Year, to pay annual Demand charges based on the greater of: (a) the Demand for the current Water Year; or (b) the highest Demand established during the five (5) Water Years preceding the current Water Year.

Article 4. DELIVERY POINTS AND METERING FACILITIES

4.1 Delivery Point. Dallas agrees to deliver Treated Water sold to Customer for use within Customer's designated Service Area as identified in Exhibit B, at the Delivery Point(s).

4.2 Cost of Delivery Facilities. Except as set forth in Sections 4.3, 4.4, and 4.5, the cost for design and construction of all proposed Delivery Facilities, whether designated in Exhibit C or mutually agreed upon at a later date, shall be borne by Customer. Unless otherwise mutually agreed to by Dallas and Customer, Customer shall be responsible for the design, contracting, construction, and financing of Delivery Facilities and for the acquisition of any right-of-way for delivery of Treated Water from the Dallas water system to the Delivery Points.

4.3 Oversizing of Delivery Facilities. Dallas may elect to oversize a proposed Delivery Facility for the benefit of Dallas or other parties. If Dallas requires oversizing of a proposed Delivery Facility, Dallas shall be responsible for oversize costs to the extent of the documented difference in cost between the size of the Delivery Facility required for Customer's need and the size of the Delivery Facility specified by Dallas, including, but not limited to, any additional right-of-way or other temporary or permanent interests in real property that would not otherwise be required without the oversizing of the Delivery Facility. If Customer decides on its own, and not at Dallas' request, to oversize delivery facilities, Dallas shall have the right to use any unused portion of the share of the capacity allocated to Customer for the Customer or other Dallas customers.

4.4 Approval of Plans; Inspection. All designs, materials, and specifications for Delivery Facilities shall conform to Dallas' requirements. Plans for the construction of a proposed Delivery Facility shall be submitted to the Director for written approval prior to advertising for bids for such construction. Plans shall be submitted to Dallas to determine if the crossing utilities, parallel utilities, or other items as noted in Article 4, sections 4.12 through 4.15 impact the integrity of the Delivery Facilities. Exceptions may be granted on a case-by-case basis after review and written approval by Dallas. Dallas may require the utility owner to perform and submit additional analysis for approval of exceptions. If the utility is deemed to adversely impact the Delivery Facilities, Dallas reserves the right to deny installation of parallel or crossing utilities or require specific design elements such as but not limited to casing, special backfill, shoring, compaction requirements, an increase in the separation distance, etc. Design shall be in accordance with DWU's design standards as detailed in the DWU Water and Wastewater Procedures and Design Manual and DWU's Standard Drawings for Water and Wastewater Construction Manual. Any deviation from these standards must be mutually agreed upon by Dallas and Customer. Customer agrees that Dallas has the right to make periodic inspections during the construction phase of the Delivery Facilities. Final acceptance of completed Delivery Facilities is subject to the written approval of the Director. Dallas agrees that any approval or consent of Dallas or the Director required by this Section 4.4 shall not be unreasonably withheld or delayed.

4.5 Meters and Meter Vaults. Unless otherwise agreed by the parties, Dallas shall construct and maintain meter vaults, meters, and all associated facilities, and obtain electric and telephone service in connection therewith, if needed. Customer agrees to reimburse Dallas for actual and reasonable design and construction costs incurred pursuant to this Section 4.5, but only to the extent such costs are attributable to services provided to Customer, excluding costs of telemetry equipment, telephone and electric service.

4.6 Conveyance of Delivery Facilities to Dallas. Customer agrees that after final inspection by the Director of completed Delivery Facilities, Customer will convey title of those Delivery Facilities and rights-of-way in conjunction therewith to Dallas. Upon conveyance of title to Delivery Facilities by appropriate instrument and acceptance by Dallas of those facilities, Dallas shall own the Delivery Facilities and be responsible for operation and maintenance thereof. In no event shall Customer be required to transfer to Dallas fee simple title to real property if an easement in that real property is sufficient to allow Dallas to operate, maintain, repair, replace, or reconstruct the Delivery Facility.

4.7 Additional Delivery Points. Customer may at any time during the term of this Contract request additional Delivery Points for delivery of Treated Water under this Contract. The additional requests may be granted with the approval of the Director and shall, when so approved in writing, be deemed to be made a part of this Contract, thereby amending Exhibit C of this Contract without need for a further written supplemental agreement or Dallas City Council approval. Approval of such requests for additional Delivery Points will not be unreasonably withheld or delayed.

4.8 Access to Dallas Facilities. Dallas agrees to provide ingress and egress to Dallas' property located within Dallas' incorporated limits to employees, contractors, and agents of Customer to install, operate, inspect, test, and maintain facilities and read meters owned or maintained by Customer or owned or maintained by Dallas and used in providing services to Customer under this Contract; provided, however, Customer's employees, contractors, and agents shall at all times comply with Dallas' policies regarding security and safety as may be adopted from time to time by Dallas for the purpose of safeguarding Dallas' public water system and supply.

4.9 Access to Customer Facilities. Customer agrees to provide ingress and egress to Customer's property located within Customer's incorporated limits to employees, contractors, and agents of Dallas to install, operate, inspect, test, and maintain facilities and read meters owned or maintained by Dallas; provided, however, Dallas' employees, contractors, and agents shall at all times comply with Customer's policies regarding security and safety as may be adopted from time to time by Customer for the purpose of safeguarding Customer's public water system and supply.

4.10 Accuracy of Meters. It shall be the duty of each party to notify the other party as soon as reasonably possible after a party obtains information that it believes indicates that a meter used to measure the delivery of Treated Water under this Contract is registering inaccurately or malfunctioning. Each meter will be operated and maintained so as to record with commercial accuracy. Dallas will notify Customer prior to any meter tests. Either party has the right to request in writing that a meter be tested, with the other party having the right to witness the test. Dallas shall routinely, but not less than at least once annually, verify the accuracy of delivery meters and provide Customer notice of such testing to allow Customer to be present to witness the test. Dallas shall thereafter promptly inform the Customer of the results. If Customer requires an independent testing service be used, Customer shall pay the cost of the testing service if any meter used to measure delivery under this Contract is found to be accurate. If the meter is found to be inaccurate, Dallas shall pay the cost of the testing service.

4.11 Liability; Loss of Water. All liability related to, and all accounting for loss of, all Treated Water supplied under the terms of this Contract by Dallas to Customer shall belong to Dallas up to Dallas' side of the meter, including the meter and meter vault, at each Delivery Point. Liability related to, and all accounting for loss of, all Treated Water shall pass to Customer after the Treated Water passes through the meter and meter vault to the Customer at each Delivery Point.

4.12 Altering Delivery Facilities Dallas shall not be required to alter, change, or relocate the Delivery Facilities once complete and in place, unless Customer determines that the alteration is necessary in the public interest. In that event, Customer shall pay for the design and construction of such relocation. All plans that result in the alteration, change, or relocation of the Delivery Facilities shall be reviewed and approved by Dallas. No work shall commence until Dallas has approved the proposed plans, which approval shall not be unreasonably withheld or delayed.

4.13 Work in Proximity to Delivery Facilities Customer may conduct activities in the vicinity of Delivery Facilities at any time for the purpose of performing, installing, or maintaining improvements necessary for the health, safety, and welfare of the public or for any other public purpose whatsoever, and may authorize, allow, license, and permit other utilities, so long as such other utilities do not unreasonably interfere with Dallas's use or maintenance of the Delivery Facilities. Customer agrees that before performing work in the vicinity of the Delivery Facilities, except in an emergency situation, to give Dallas reasonable notice and opportunity to coordinate its work to prevent unnecessary damage or disruption of the Delivery Facilities. Customer agrees to use reasonable efforts not to damage or disrupt the Delivery Facilities.

4.14 Installation of Utilities; Structures near the Delivery Facilities Customer agrees not to install or approve the installation of any utility crossing above or under the Delivery Facilities (crossings shall be measured from the outside of the transmission pipe to the outside of the pipe, cable, duct bank or casing, as applicable) prior to review and written approval of Dallas. Overhead wires crossing the water transmission pipeline shall have a minimum vertical clearance above the natural ground at the centerline of the pipeline in accordance with the National Electric Safety Code and governing laws.

Customer agrees not to install or approve the installation of any parallel utility or crossing horizontally from the transmission pipeline (outside of pipe to outside of pipe, cable, duct bank, casing or overhead wire) prior to review and written approval from Dallas.

Customer agrees that there shall be no construction of any structures, including but not limited to, manholes, vaults, poles, transformers, control boxes, retaining walls, fences or landscape items such as shrubs, trees or planting beds directly above or immediately adjacent to the Delivery Facilities such that inspection, repair, operation and maintenance of the pipeline from the surface would be hindered as determined by Dallas.

4.15 Street Improvements near Delivery Facilities. The parties understand and acknowledge that Customer will modify, improve and/or widen certain streets and public rights-of-way in the future and that Customer may need to acquire rights-of-way, street easements, licenses, or other permissions from adjacent property owners, including Dallas. Dallas agrees to reasonably cooperate with Customer in this regard. Customer acknowledges and agrees that any future decision or requested action relating to the disposition of Dallas-owned property is subject to: (i) the review by appropriate Dallas departments and staff; and (ii) the authorization and approval of the Dallas City Council or other appropriate Dallas authority. Further, Dallas agrees to make every reasonable effort to accommodate the location of franchised utilities in, around or above the Delivery Facilities.

Article 5. INSPECTION OF BOOKS AND RECORDS

Dallas agrees that Customer or its employees or agents may have access to and inspect the books and records of Dallas relating to the delivery and sale of Treated Water to Customer, including, but not limited to, records relating to charges therefor paid by Customer, during reasonable business hours after reasonable prior written notice to the Director. Customer agrees that Dallas or its employees or agents may have access to and inspect the books and records of the Customer's Water Utilities relating to the receipt and resale of Treated Water to its end user customers during reasonable business hours and after reasonable prior written notice to Customer's City Manager.

Article 6. ADDITIONAL SURFACE WATER SUPPLIES

6.1 New Water Source; Reduce Demand Obligation. If Customer develops or acquires additional surface water supplies from any source other than Dallas, and Customer's reliance on such additional surface water supplies results in reduced Demand from Dallas, Dallas is released from its obligation to supply the Demand established pursuant to Section 3 of this Contract to the extent of such reduction in Customer's Demand. In this event, Dallas may adjust its supply obligation to levels commensurate with Customer's reduced Demand on Dallas.

6.2 Payment for Reduction of Demand. Except as the result of a reduction in Demand as agreed pursuant to Article 3 of this Contract, if during the term of this Contract, Customer ceases (wholly or in part) to take water from Dallas for any reason, Customer shall for five (5) years or the balance of this Contract, whichever is less, remain liable for Demand charges at the billing level in effect at the date of notification of such partial or total cessation. This obligation, once established, shall serve as liquidated damages and is intended to compensate Dallas for the expenditures incurred on Customer's behalf for the cost of installation of supply, transmission, treatment, delivery and service facilities. Provided, however, Dallas may waive Customer's obligation pursuant to this Section 6.2 in the event of nominal reductions based on Customer's plans if Dallas has received prior notice of the plans and concurred in the reduction. It is agreed by the parties that liquidated damages are a reasonable substitute for compensatory damages which are difficult or impossible to calculate herein. This obligation is intended by the parties not to be a penalty, but instead, a reasonable measure of damages.

Article 7. RATES AND PAYMENT

7.1 **Setting of Charges by Dallas Ordinance**. Rates charged Customer, including Demand charges established herein, shall be established by ordinance of Dallas. The capital costs contributed by the Customer for Delivery Facilities shall be excluded from the rate base.

7.2 **Rate Setting Method; Notice of Change**. Customer understands that the Dallas City Council has the right to change, by ordinance, the rates charged as needed to cover all reasonable, actual and expected costs. Any change of rates shall be pursuant to principles set forth in the Memorandum of Agreement. Dallas shall give Customer a minimum of six (6) months written notice of intent to change rates. Dallas will furnish Customer a draft copy of the Cost-of-Service Study for Proposed Rates thirty (30) days prior to Dallas submitting a rate increase request to its City Council.

7.3 **Customer Protest**. Customer agrees to give Dallas a minimum of thirty (30) days' notice of its intent to protest rates, or any other condition of service, before the TCEQ or any other state agency.

7.4 **Monthly Invoice**. Each month during the term of this Contract, Dallas agrees to deliver to Customer a statement of charges setting forth the amount of Treated Water delivered to Customer through the Delivery Points for the period covered by the statement, the Volume charge for that month, and any past due amounts carried over from prior invoices (including accrued interest) ("the Monthly Statement"). Payment is due upon receipt of the Monthly Statement. Customer agrees to pay promptly. The Demand charge shall be billed on the Monthly Statement.

7.5 **Late Payment**. Customer agrees that a payment is deemed late if received by Dallas more than 30 days after the date of the Monthly Statement. Late payments shall accrue interest at a 4.25% interest rate or as provided in Section 2-1.1 of the Dallas City Code, as amended, or as authorized by Ch. 2251, Subchapter B of the Texas Government Code, as amended, whichever applies. If any money due and owing by Customer to Dallas is placed with an attorney for collection, Customer agrees to pay to Dallas, in addition to all other payments provided for by this Contract, including interest, Dallas' collection expenses, including court costs and reasonable attorney's fees.

7.6 **Malfunctioning Meter; Estimated Payments**. In the event a meter(s) is discovered to be malfunctioning, the amount of Treated Water that has passed through the meter will be estimated for each day the meter was not functioning correctly. The last correctly measured monthly consumption will be used as a basis for computing the amount of Treated Water delivered to the Customer during the time the meter was not functioning correctly, or other method mutually agreed between Dallas and Customer in writing by the Director and Customer.

7.7 **Disputed Charges**. Dallas and Customer agree that any disputed charges on the Monthly Statement shall be protested in accordance with Tex. Govt. Code § 2251.042, as amended. Customer agrees that in the event it disputes any portion of the charges on the Monthly Statement, Customer will timely pay any undisputed amount in accordance with Section 7.4.

Article 8. CURTAILMENT, WATER CONSERVATION, AND DROUGHT CONTINGENCY PLANS

8.1 **Dallas Curtailment of Water During Water Shortage**. During a water shortage, Customer understands and acknowledges the Treated Water being provided by Dallas under this Contract is subject to curtailment in accordance with Texas Water Code § 11.039, "Distribution of Water During Shortage," Dallas' water rights, and Dallas' Drought Contingency Plan. Customer acknowledges that if water supplies or services are curtailed within Dallas, that provision of the Texas Water Code authorizes Dallas to impose a like curtailment on deliveries to Customer. Customer shall cooperate by imposing conservation or other lawful measures upon its sales of Treated Water to its end user customers.

8.2 **Customer Water Conservation and Drought Contingency Plan**. Customer agrees to institute and maintain usage practices which ensure water is used in a manner that reduces the consumption of water, prevents or reduces the loss of water, avoids the waste of water, improves the efficiency in the use of water, increases the recycling and reuse of water and prevents the pollution of water, so that a water supply is made available for future or alternative uses. Customer agrees to develop and implement water conservation and drought contingency plans consistent with the applicable elements of Title 30, Texas Administrative Code, Chapter 288, "Water Conservation Plans, Drought Contingency Plans, Guidelines and Requirements." Customer agrees to furnish to Dallas electronic copies of its water conservation and drought contingency plans and associated TCEQ and TWDB implementation reports.

8.3 **Receipt of Dallas Plans**. Customer acknowledges that Dallas has provided a copy of its current Water Conservation Plan and Drought Contingency Plan and has advised Customer of where to locate copies of plan updates.

8.4 **No Discrimination in Curtailments**. To the extent Dallas imposes restrictions or grants privileges of general applicability to itself and customer cities, including rules relating to the curtailment of water delivery and availability, Dallas agrees to impose such restrictions and grant such privileges equitably and in a non-discriminatory fashion.

Article 9. RESALE, WATER RIGHTS, AND REUSE

9.1 **No Resale Outside Service Area**. Customer agrees not to sell Treated Water purchased from Dallas to any person or entity outside Customer's Service Area unless Customer has received prior written approval from the Director. In granting such authorization, Dallas may establish the terms and conditions of the conveyance of such Treated Water including, but not restricted to, the setting of monetary rates for sale of such water.

9.2 **Resale Customers to Adopt Water Conservation and Drought Contingency Plans**. In consideration of the written approval of the resale of Treated Water, if so granted, Customer agrees that the wholesale water supply contract with each successive wholesale customer to whom Treated Water is resold must contain a provision requiring said customer to develop and implement a water conservation plan or water conservation measures consistent with the requirements of Section 8.2.

9.3. Rights to Water and Return Flows. Customer understands, acknowledges, and agrees that Customer shall acquire no water rights or title or right to the use, reuse, or recycling of water generated as the result of Dallas' sale and delivery of Treated Water to Customer pursuant to this Contract. Dallas makes no claim and asserts no water rights related to the wastewater effluent return flows produced by Customer as a result of Customer's water use under this Contract, it being expressly understood and agreed to that Customer is not prohibited by this Contract from treating, using or selling such wastewater effluent return flows in accordance with applicable law and TCEQ regulations.

Article 10. RIGHTS-OF-WAY AND STREET USE

10.1 Provision of Easements. Customer agrees to furnish any easements or rights-of-way necessary within or without Customer's boundaries reasonably necessary for Dallas to deliver Treated Water to Customer as provided in Article 4, hereof, and to convey such easements or rights-of-way to Dallas as therein provided.

10.2 Use of Customer Streets, Alleys, and Easements. Under normal operations, subject to the prior written approval of Customer, Dallas may use Customer's streets, alleys and other public rights-of-way and public utility easements within Customer's boundaries for pipeline purposes to provide Treated Water to Customer or to other customers without charges or tolls to the extent that Customer has the legal right to make such grant. Under emergency conditions, Dallas may gain immediate access, without prior written approval of Customer, for emergency repairs. Dallas will notify Customer as soon as possible following the emergency. Dallas agrees to make, at Dallas' cost, the necessary repairs to restore the streets, alleys or public rights-of-way used in accordance with Customer's then existing specifications for such work. Such use and repairs shall be pursuant to the terms and conditions of the conveyance Customer duly grants for such purposes.

10.3 Use of Dallas Streets, Alleys, and Easements. Under normal operations, subject to the prior written approval of Dallas, Customer may use Dallas' streets, alleys and other public rights-of-way and public utility easements within Dallas' boundaries for pipeline purposes to provide Treated Water to Customer without charges or tolls to the extent that Dallas has the legal right to make such grant. Under emergency conditions, Customer may gain immediate access, without written approval of Dallas, for emergency repairs. Customer will notify Dallas as soon as possible following the emergency. Customer agrees to make, at Customer's cost, the necessary repairs to restore the streets, alleys or public rights-of-way used in accordance with Dallas' then existing specifications for such work. Such use and repairs shall be pursuant to the terms and conditions of a private license duly granted by the Dallas City Council.

Article 11. CUSTOMER SYSTEM OPERATION STANDARDS

Customer agrees to operate its water distribution system subject to the following:

A. Customer shall protect Customer's storage and distribution system from cross connections under the specifications required by health standards of the State of Texas.

B. Customer agrees to provide air gaps for any ground storage and backflow preventers for any elevated storage.

C. Customer agrees to provide internal storage sufficient to meet its emergency needs and to maintain a reasonable load factor for deliveries from Dallas to Customer.

D. Customer agrees to maintain and operate its internal system in compliance with all local, state, and federal laws and regulations.

Article 12. MEMORANDUM OF AGREEMENT

The Memorandum of Agreement is incorporated herein, as if copied word for word and is made a part of this Contract. Any revision of the Memorandum of Agreement according to its terms and not in conflict herewith shall automatically be incorporated into and become a part of this Contract.

Article 13. FORCE MAJEURE; RELEASE; INDEMNITY

13.1 Force Majeure. Neither party shall be liable to the other party for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Contract due to causes beyond their respective control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a party is not legally responsible or which is not reasonably within its power to control. The affected party's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the party shall endeavor to remove or overcome the inability claimed with all reasonable dispatch.

13.2 Release for Line Damages. CUSTOMER HEREBY AGREES TO RELEASE AND HOLD DALLAS WHOLE AND HARMLESS FROM ANY CLAIMS OR DAMAGES ARISING NOW AND IN THE FUTURE: (1) TO CUSTOMER'S WATER MAINS OR WATER SYSTEM RESULTING FROM THE RATE OF FLOW OR QUANTITY OF WATER DELIVERED BY DALLAS; AND (2) AS A RESULT OF THE CHEMICAL OR BACTERIOLOGICAL CONTENT OF WATER PROVIDED TO CUSTOMER, UNLESS, THE DAMAGES RESULTING FROM THE CHEMICAL OR BACTERIOLOGICAL CONTENT OF THE WATER ARE CAUSED BY THE NEGLIGENT ACT OR OMISSION OF DALLAS, ITS OFFICERS, EMPLOYEES, AGENTS, OR CONTRACTORS.

13.3 Indemnification. TO THE EXTENT ALLOWED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD DALLAS, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM ANY LIABILITY IN CLAIMS, ADMINISTRATIVE PROCEEDINGS OR LAWSUITS FOR JUDGMENTS, PENALTIES, FINES, COSTS, EXPENSES AND ATTORNEY'S FEES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, OR FOR VIOLATIONS OF STATE OR FEDERAL LAWS OR REGULATIONS, THAT MAY

ARISE OUT OF OR BE OCCASIONED BY: (A) A BREACH OF THIS CONTRACT BY CUSTOMER; (B) THE NEGLIGENT ACT OR OMISSION OF CUSTOMER IN THE PERFORMANCE OF THIS CONTRACT OR IN CUSTOMER'S DAY-TO-DAY WATER OR WASTEWATER UTILITY OPERATIONS; OR (C) THE CONDUCT OF CUSTOMER THAT CONSTITUTES A VIOLATION OF STATE OR FEDERAL LAWS OR REGULATIONS. PROVIDED, HOWEVER, THAT THE INDEMNITY STATED ABOVE SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM DALLAS' SOLE VIOLATION OF A STATE OR FEDERAL LAW OR REGULATION OR FROM THE SOLE NEGLIGENCE OF DALLAS, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF THE JOINT AND CONCURRING RESPONSIBILITY OF CUSTOMER AND DALLAS, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING GOVERNMENTAL IMMUNITY OR ANY OTHER DEFENSES OF THE PARTIES UNDER APPLICABLE TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES TO THIS CONTRACT AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

13.4 Equitable Remedies. Recognizing that Dallas' and Customer's undertakings as provided in this Contract are obligations, the failure in the performance of which can not be adequately compensated in money damages, Dallas and Customer agree that, in the event of any default, the other party shall have available to it the equitable remedy of specific performance in addition to other legal or equitable remedies which may be available to such party.

Article 14. SPECIAL PROVISIONS

This Contract shall incorporate and be subject to the following additional special provisions:

A. Provisions peculiarly applicable to the Contract with Customer as opposed to other wholesale treated water customers, which are set forth in Exhibit "D," attached hereto and incorporated herein by reference.

Article 15. MISCELLANEOUS PROVISIONS

15.1. Contract Administration. This Contract shall be administered on behalf of Dallas by the Director and on behalf of Customer by its authorized official or designated representative, who shall initially be Customer's City Manager.

15.2 Notice of Contract Claim. **This Contract is subject to the provisions of Section 2-86 of the Dallas City Code, as amended, relating to requirements for filing a notice of a breach of contract claim against City. Section 2-86 of the Dallas City Code, as amended, is expressly incorporated by reference and made a part of this Contract as if written word for word in this Contract. Customer shall comply with the requirements of this ordinance as a**

precondition of any claim relating to this Contract, in addition to all other requirements in this Contract related to claims and notice of claims.

15.3 **Venue**. The obligations of the parties to this Contract shall be performable in Dallas County, Texas, and if legal action is necessary in connection with or to enforce rights under this Contract, exclusive venue shall lie in Dallas County, Texas.

15.4 **Governing Law**. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of any other state.

15.5 **Legal Construction**. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

15.6 **Counterparts**. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. If this Contract is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Contract to be executed.

15.7 **Captions**. The captions to the various clauses of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.

15.8 **Successors and Assigns**. This Contract shall be binding upon and inure to the benefit of the parties and their respective successors and, except as may otherwise be provided in this Contract, their assigns.

15.9 **Notices**. Except as otherwise provided in Section 15.2, any notice, payment, statement, or Demand required or permitted to be given under this Contract by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If to Dallas:

City of Dallas
Director of Water Utilities
1500 Marilla Street– 4/A/North
Dallas, Texas75201

If to Customer:

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

15.10 **Conflict of Interest**. The following section of the Charter of the City of Dallas shall be one of the conditions, and a part of, the consideration of this Contract, to wit:

"CHAPTER XXII. Sec. 11. FINANCIAL INTEREST OF EMPLOYEE OR OFFICER PROHIBITED --

(a) No officer or employee shall have any financial interest, direct or indirect, in any contract with the City or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City as an officer or employee. Any violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit the officer's or employee's office or position with the City. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the City shall render the contract involved voidable by the City Manager or the City Council.

(b) The alleged violations of this section shall be matters to be determined either by the Trial Board in the case of employees who have the right to appeal to the Trial Board, and by the City Council in the case of other employees.

(c) The prohibitions of this section shall not apply to the participation by City employees in federally-funded housing programs, to the extent permitted by applicable federal or state law."

For purposes of this Section 15.10, the word "City" means "City of Dallas."

15.11 Gift to Public Servant. This Contract shall be subject to the following additional provisions:

A. Dallas may terminate this Contract immediately if Customer has offered or agreed to confer any benefit upon a Dallas employee or official that the Dallas employee or official is prohibited by state law or local ordinance from accepting.

B. For purposes of this section, "benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

C Notwithstanding any other legal remedies, Dallas may require Customer to remove any officer or employee of Customer from the administration of this Contract or any role in the performance of this Contract who has violated the restrictions of this section or any similar state or federal law, or local ordinance, and obtain reimbursement for any expenditures made as a result of the improper offer, agreement to confer, or conferring of a benefit to a Dallas employee or official.

15.12 Applicable Laws and Regulations. This Contract is made subject to, and Dallas and Customer agree to comply with, all applicable laws of the State of Texas, applicable rules, regulations and orders of the TCEQ and Texas Water Development Board (TWDB) (or any successor entities thereto), Federal Law (including but not limited to environmental and water quality laws, rules, orders, and regulations), and the Charter and other ordinances of the City of Dallas and the Dallas/Fort Worth International Airport Board, as same may hereafter be amended. This Contract's effectiveness is dependent upon Dallas' and Customer's compliance with Title 30, Texas Administrative Code, Section 295.101 and Title 30, Texas Administrative Code, Chapter 297, Subchapter J (relating to water supply contracts and amendments), as amended. This Contract may be subject to review and approval by TCEQ or TWDB. In the event of any final judgment finding any violation of the laws, rules, regulations, or orders by Customer described above, Customer, shall be strictly liable for any damages caused to the property of Dallas, as a result of such violation.

15.13 Authorization to Act. By their signature below, the representatives of Dallas and Customer state that they are authorized to enter into this Contract. Dallas and Customer shall each provide documentation that this Contract has been authorized by its respective governing body.

15.14 Entire Agreement; No Oral Modifications. This Contract (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. Except as otherwise provided elsewhere in this Contract, this Contract cannot be modified without written supplemental agreement executed by both parties.

[Remainder of this page intentionally left blank. Signatures appear on the following page.]

EXECUTED this the ___ day of ______________, 2022, by the City of Dallas, signing by and through its City Manager, duly authorized to execute same by Resolution No.22-______, adopted by the City Council on ____________, 2022, and by Customer, acting through its duly authorized officials.

APPROVED AS TO FORM:

CHRISTOPHER J. CASO
City Attorney

BY________________________________
Assistant City Attorney CE

CITY OF DALLAS

T.C. BROADNAX
City Manager

BY______________________________
Assistant City Manager

ATTEST:

BY_________________________________
Brandi Brown, City Secretary

CUSTOMER:
CITY OF GLENN HEIGHTS

BY________________________________
David A. Hall, City Manager

APPROVED AS TO FORM:

BY_________________________________
Victoria W. Thomas, City Attorney

EXHIBIT A

MEMORANDUM OF AGREEMENT

Memorandum of Agreement (MOA)
for
Wholesale Treated Water

Preamble: The 1979 MOA settled a rate dispute lawsuit between Dallas and its Wholesale Treated Water Customers regarding the wholesale treated water rate-setting methodology ("rate-setting methodology"), and as such has served the rate-setting methodology process well over the past 30 years. This amended agreement recognizes that changes to the rate-setting methodology have occurred over this timeframe, and incorporates consensus changes between Dallas and its Wholesale Treated Water Customers, and as such will serve to govern the rate-setting methodology for the next 30 years.

1. Purpose: Dallas is a regional water provider currently providing treated water service to Wholesale Treated Water Customers located within Dallas' established service area in North Central Texas. The purpose of this agreement is to establish the rate-setting methodology and formalize the mutual expectations of Dallas and its Wholesale Treated Water Customers with respect to rate-setting methodology. This rate-setting methodology will provide the basis for determining wholesale treated water rates after its effective date.

2. Applicability: This agreement is subject to all applicable orders, laws and regulations of the City of Dallas, State of Texas and the United States. If any state or federal governmental agency having jurisdiction disapproves any material part of this agreement during the term, the agreement is subject to cancellation by any party and renegotiation by Dallas and its Wholesale Treated Water Customers.

3. Water System Policy: Dallas operates a water system to provide a regulatory compliant, safe and reliable water supply, adequate for the current water use and future growth of Dallas and its Wholesale Treated Water Customers, and to avoid subsidization of any class of customers.

4. Definitions: A glossary which defines applicable cost of service terms is located in Appendix A of this MOA. Cost of service terms may be added, or the definition of an existing term amended, from time to time, without the necessity of amending this MOA. Additions and amendments will be reflected in the appendices attached to the annual cost of service studies.

5. Responsibilities:

    a. Dallas is responsible for planning, financing, constructing, operating and maintaining the water supply system to the extent permitted by available water revenues, for developing cost of service information to support wholesale rate changes, and for informing Wholesale Treated Water Customers of wholesale rate changes and other pertinent utility information.

b. Wholesale Treated Water Customers are responsible for keeping Dallas informed concerning their projected water supply needs and operating requirements for planning, managing and maintaining their retail systems to promote water conservation and efficient system operation, and for paying adequate rates to Dallas to cover the costs incurred by Dallas in providing service to them.

6. Rate-Setting Methodology for Wholesale Treated Water:

   a. Revenue requirements are to be determined on a utility basis, at original cost, including construction work in progress.

   b. Dallas is to receive a rate of return on rate base equal to embedded interest rate on water revenue bonds, commercial paper and other debt instruments plus 1.5 percent, which is agreed to be an adequate return to cover its costs and risks and as compensation for ownership and management responsibilities.

   c. All existing and future water supplies and associated facilities are to be included in a common water rate base. Wholesale Treated Water Customers, as a class, shall pay their proportionate share of costs for water supply, including that portion held for future use. For the 2010 cost of service study, wholesale treated water customers shall be allocated a percentage of total reservoir costs based on a 10-year future use percentage calculated using a 24-year linear regression. This percentage shall be increased or decreased in direct proportion to future changes in actual usage in conjunction with the cost of service studies. (Dallas will pay the balance of water supply costs which are not allocated to Wholesale Treated Water Customers under the cost of service allocation.) Allocation of costs other than water supply costs, including but not limited to operations and maintenance costs, shall be based on current use.

   d. Direct reuse of treated wastewater effluent is an Inside Dallas only cost and will be allocated to Inside Dallas customers only. Indirect reuse of treated wastewater effluent for lake augmentation will be included as a cost and as a benefit common-to-all.

   e. There will be a two part wholesale treated water rate (volume and demand), with allocation of costs in rate design so as to encourage conservation and efficient operation of the water systems of Dallas and its Wholesale Treated Water Customers.

   f. At the end of ten years from the Effective Date of the MOA, and each ten years thereafter, the City of Dallas or a majority of the Wholesale Treated Water Customers who are parties to this agreement may request a review of the above rate-setting methodology; and if so, the methodology shall be subject to renegotiation.

7. Wholesale Treated Water Rates: After the effective date of this MOA, Dallas will prepare a cost of service study to support wholesale treated water rates and allocations, and will submit it to the Wholesale Treated Water Customers to review and accept prior to submission to the Dallas City Council. Except as noted herein, the cost of service rate-setting principles will adhere to the 2009 cost of service study, including changes that have been identified and implemented since that date.

8. Effective Date: This MOA is effective as of December 17, 2009.

9. Term: The term of this MOA is thirty (30) years from its effective date, or until December 16, 2039, and for such additional periods as the parties may mutually agree upon.

10. Approved changes: Changes in the rate-setting methodology or other conditions may be made by mutual agreement of all parties at any time.

11. Individual contracts: This MOA is considered a replacement of and supersedes the 1979 MOA and shall automatically be incorporated and become a part of all existing wholesale treated water contracts without any further action or approval on the part of the City or of the Wholesale Treated Water Customers. Rate-setting methodology for individual contracts for wholesale treated water service between Dallas and its Wholesale Treated Water Customers will be consistent with this MOA. Dallas and its Wholesale Treated Water Customers will honor their existing water service contracts until such time as the contracts are amended or superseded by a new contract. Contracts for new Wholesale Treated Water Customers will be consistent with this MOA.

12. Recognition of MOA Participants: The MOA renegotiation process took place over many months during 2009 and 2010 and involved a number of meetings to discuss possible changes, revisions, and alternatives to the existing MOA. To that end, the City of Dallas would like to thank the individuals listed below for their outstanding input and contributions in the MOA update and renegotiation process, without whose help this revised document would not have been possible. Participants are listed in attached Appendix B.

13. Authorization to Act: By their signatures below, the representatives of Dallas and the Wholesale Treated Water Customers state that they are authorized to enter into this MOA. Dallas and the Wholesale Treated Water Customers will each provide documentation that this MOA has been authorized by its respective governing body.

14. Counterparts: This MOA may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

EXECUTED as of the 1st day of June, 2010, on behalf of Dallas by its City Manager, duly authorized by Resolution No. 10-1231, adopted on the 12th day of May, 2010 and approved as to form by its City Attorney.

APPROVED AS TO FORM:
THOMAS P. PERKINS, JR.
City Attorney

BY ____________________
Assistant City Attorney

Submitted to City Attorney

CITY OF DALLAS
MARY K. SUHM
City Manager

BY ____________________
Assistant City Manager

EXECUTED as of the 17 day of May, 2010, on behalf of the City of Glenn Heights, Texas, by its City Manager, duly authorized by Resolution No. __________, adopted on the ____ day of ____________, 2010 and attested to by its City Secretary.

ATTESTED:

BY Othel Murphree
City Secretary

Printed Name: Othel Murphree

CITY OF GLENN HEIGHTS, TEXAS

BY Jacqueline L. Lee
Jacqueline L. Lee, City Manager

APPENDIX A
GLOSSARY OF TERMS

Allocation - The apportioning of the common-to-all cost of service.

Common-To-All - Facilities, and their associated cost, that are dedicated to providing treated water service to both Dallas and Wholesale Treated Water Customers.

Construction Work in Progress (CWIP) - The utility's investment in facilities under construction but not yet dedicated to service.

Demand Costs - Costs associated with providing facilities to meet peak rates of use, or demand, placed on the system by the customers.

Depreciation - The wearing out or loss in service value of property used in utility operations.

Depreciation Rate - The rate of loss in service value, based on the expected service life of property.

Depreciation Reserve - The accumulated amount of the loss in service value of property.

Direct Reuse – The use of treated wastewater effluent from Dallas' wastewater treatment plants for non-drinking water purposes within the boundaries of the City of Dallas.

Embedded Interest Rate - Annual interest expense expressed as a percentage of average debt.

Indirect Reuse – The use of treated wastewater effluent from Dallas' wastewater treatment plants for raw water supply augmentation purposes.

Inside Dallas - The group of retail treated water service customers, comprised of residential, commercial and industrial customers served by Dallas Water Utilities.

Interest Expense - Payment made for the use of borrowed funds.

Materials & Supplies – Assets in inventory which are required to meet current obligations and service responsibilities of the utility.

Maximum Day Demand - The maximum demand placed on the system over a 24-hour period.

Maximum Hour Demand - The maximum demand placed on the system over a 60-minute period on the system's maximum day.

MGD - Million gallons per day flow rate.

Operating Expenses - Operation and maintenance charges incurred in operating a utility.

APPENDIX A
GLOSSARY OF TERMS
(PAGE 2 OF 2)

Original Cost - The amount of investment in facilities when first put into service.

Rate Base - Total investment dedicated to providing utility service.

Rate of Return - The percentage of return authorized to be earned on an investment (e.g. a rate base).

Reservoir Capacity - The amount of water available from a reservoir.

Reservoir Costs - Costs incurred in acquiring and maintaining an untreated water supply system.

ROFC - Rate of flow controller. A device limiting instantaneous flow rate to a specific amount. Instantaneous flow rate for rate setting purposes is a per day setting.

Standby Service - Connection to wholesale treated water customer which is not normally used, excluding bypass lines which are required by Dallas Water Utilities as a part of an active metering facility.

Test Period (or Test Year) - Selected to be representative of the period of time over which the new rates are expected to be in effect.

Treated Water - Raw water that has passed the purification process.

Unaccounted for Water - Water produced but not billed to customers that result from metering inaccuracies, system leakage, and miscellaneous unmetered uses.

Volume Costs - Costs that tend to vary directly with the amount of water produced and sold.

Water Supplies and Associated Facilities – Dallas' water supply system, including, but not limited to, all reservoirs, indirect reuse water, and all system infrastructure.

Wholesale Cost of Service - The sum total of: (1) operating expense, (2) depreciation expense, and (3) return on investment. Depreciation expense and rate of return are on the original cost of investment less accumulated depreciation, capitalized interest and contributed capital.

Wholesale Treated Water Customers – The group of water customers of the City of Dallas which currently have a wholesale treated water contract with Dallas.

Working Capital - Assets (funds) which are required to meet current obligations and service responsibilities of the utility.

APPENDIX B

MOA WORKING GROUP

Addison:	Randy Moravec Lauren Clark
Carrollton:	Bob Scott Lori Iwanicki David Gaines
Cedar Hill:	Ruth Antebi-Guten
The Colony:	Tod Maurina
Coppell:	Chad Beach Kim Tiehen
Dallas Fort Worth Airport:	Jerry Dennis
Dallas County W.C.&I.D. #6:	Robert Rodriquez Red Taylor William Freeman
Denton:	Tim Fisher
DeSoto:	Isom Cameron Tom Johnson
Duncanville:	Frank Trando Richard Summerlin Dennis Schwartz
Farmers Branch:	Charles Cox Mark Pavageaux
Flower Mound:	Chuck Springer Kenneth Parr
Glenn Heights:	Judy Bell
Grand Prairie:	Ron McCuller Doug Cuny
Grapevine:	Ramana Chinnakotla Kent Conkle
Irving:	Aimee Kaslik David Cardenas
Lewisville:	Carole Bassinger

Red Oak:	Charles Brewer
Richardson:	Kent Pfeil Keith Dagen
University Park:	Kent Austin
Upper Trinity Regional Water District:	Tom Taylor Larry Patterson
Dallas:	Jo M. (Jody) Puckett Bobby Praytor Charles Stringer Terry Lowery Denis Qualls Jacqueline Culton Tonia Barrix Melissa Paschall-Thompson Erica Robinson Maria Salazar

<u>**EXHIBIT B**</u>

<u>**DESCRIPTION AND MAP OF CUSTOMER'S SERVICE AREA**</u>

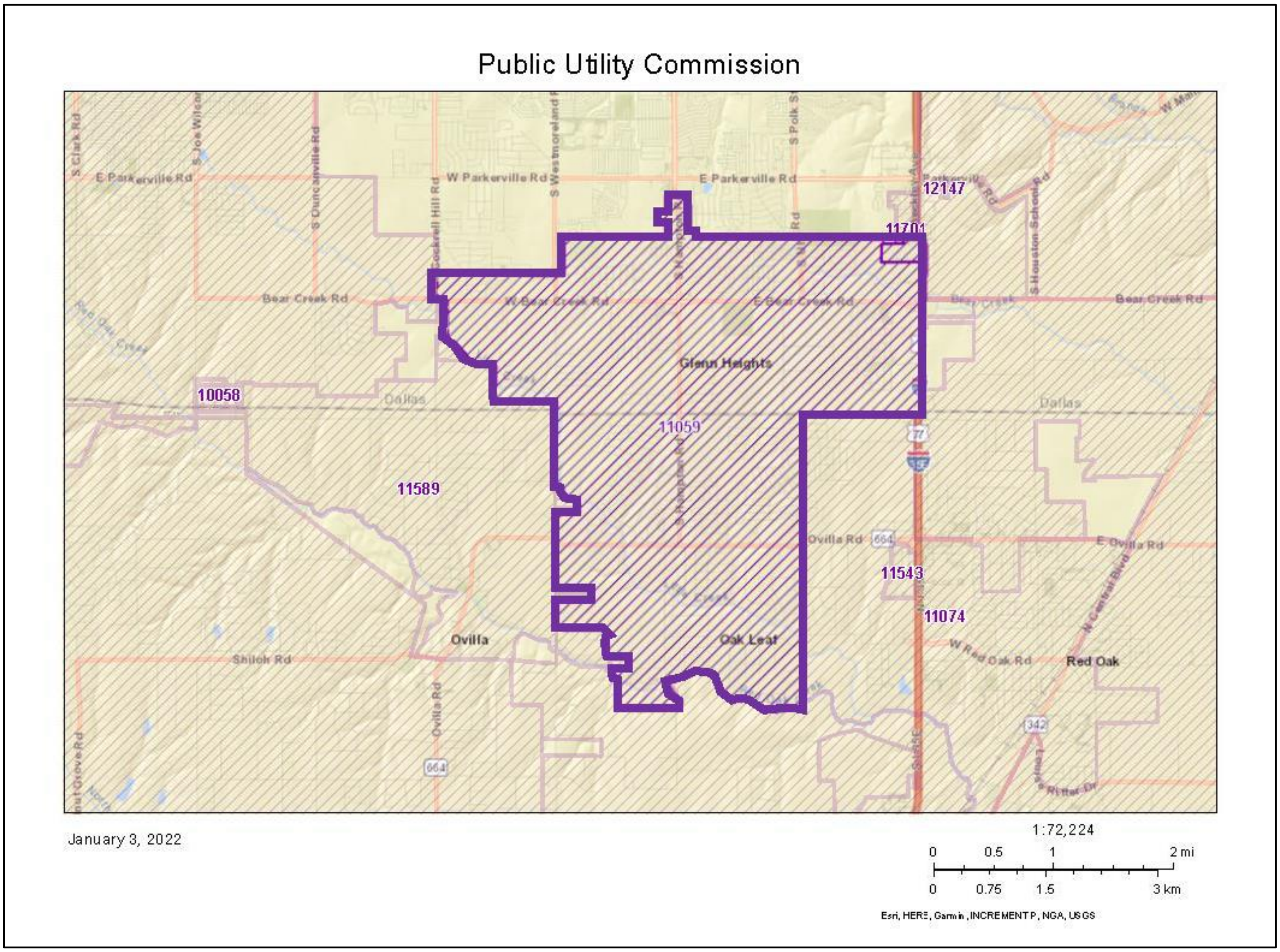


EXHIBIT C

DELIVERY POINTS OF ENTRY AND METERING FACILITIES

Description: Wholesale Treated Water is currently provided to Customer at the following delivery point.

DELIVERY POINT 1:

Following is a description of the metering and delivery facilities as they were designed and constructed under the provisions of this Contract of which Exhibit C is a part.

Location: The metering station is located at the northern dead end of Harbor View Road at 1600 Harbor View Road, Glenn Heights, TX 75154. The site is owned by the City of Glenn Heights.

Metering Facilities: The primary meter is a 16-inch venturi meter with a rate of flow control valve sized for a delivery rate of no more than 19.5 MGD. The maintenance meter is a 10-inch turbine meter installed within the vault parallel to the primary meter. The turbine meter is capable of delivering a maximum of 10 MGD.

The metering facilities are owned and operated by Dallas.

Pipeline Capacity: Glenn Heights is entitled to 5 MGD of the capacity delivered to the meter vault. Dallas has the right to use any unused portion of the share of the capacity allocated to Customer for the Customer or other Dallas customers, but may not impair its ability to deliver to the Customer its reserved capacity when requested by the Customer.

Future Facilities: Should additional delivery points be agreed upon in the future, this Exhibit C will be revised to recognize these facilities. Revisions to this Exhibit C in order to add, delete, or modify delivery points or metering facilities can be authorized by the DWU Director and do not require Dallas City Council approval.

EXHIBIT C

DELIVERY POINTS OF ENTRY AND METERING FACILITIES

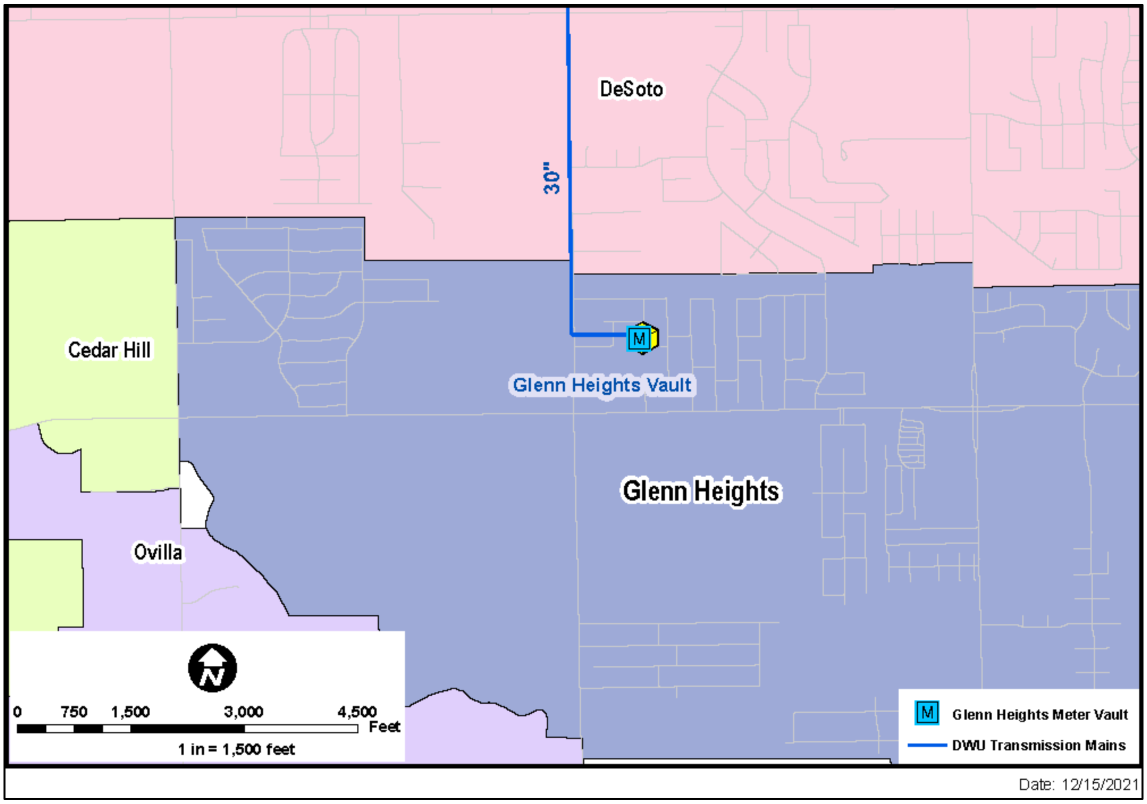


EXHIBIT D

SPECIAL CONTRACT CONDITIONS/AGREEMENTS

Customer and Dallas agree that this Exhibit D, containing conditions and clarifications to the respective Sections of this Contract as numbered below, are a part of this Contract and should be considered as such for purposes of administration and interpretation.

C9.1 and 9.2 RESALE, WATER RIGHTS, AND REUSE

At the commencement date of this Contract, Customer provides retail treated water service to retail customers outside its corporate limits but within its treated water service area as required by customer's "Certificates of Convenience and Necessity" on file with the State of Texas. This retail service by Customer includes service to retail customers within the corporate limits of the city of Oak Leaf and within other areas of Ellis and Dallas Counties. This Contract recognizes Customer's obligation to provide water service within its treated water service area and accordingly grants approval for Customer to provide retail treated water service to its customers within its treated water service area which includes the City of Oak Leaf and other areas of Ellis County.

C-EXHIBIT C DELIVERY POINTS OF ENTRY AND METERING FACILITIES

Customer receives treated water service from Dallas through a 30" and 42" water transmission main in Westmoreland Road. Customer and the City of DeSoto constructed the 42" section of the water transmission main together under the provisions of a January 8, 1986, cost sharing agreement entitled "Agreement for Construction of Water Transmission Facilities." The agreement provides for Glenn Heights share of the 42" pipeline capacity to be 7.5 MGD, although it anticipates that Customer may receive only 5 MGD at its metering station.

A copy of the "Agreement for Construction of Water Transmission Facilities" is attached to this Exhibit and is incorporated herein, as if copied word for word and is made a part of this Exhibit and this Contract.

If additional special conditions or agreements pertaining to this Contract are required in the future, Exhibit D will be amended. Amendments to this Exhibit D that do not materially affect the terms of the Contract can be authorized by the DWU Director and do not require Dallas City Council approval.

EXHIBIT E

RECIPROCAL WATER AND/OR WASTEWATER SERVICE AGREEMENT

1. RECIPROCAL WATER AND/OR WASTEWATER SERVICE AGREEMENT FOR SINGLE FAMILY RESIDENCES OR DUPLEXES – WHEN SERVICING CITY HAS MAINS IN PLACE

   The City of Dallas, Texas, hereinafter called "Dallas," and the City of Glenn Heights, Texas, hereinafter called "Customer," hereby mutually agree to the following, based on the status of Dallas' mains as of the time of execution of this Reciprocal Water and/or Wastewater Service Agreement, hereinafter called "Agreement": Upon written request of either Dallas or Customer, the city requested to do so shall provide water and/or wastewater service to customers along the public streets, roadways, alleys and easements that form the common city limit boundary of Dallas and Customer, provided that neither city will be required to provide such service to customers of the other city if doing so would result in a need for substantial construction or diminution of the level of service being provided to other customers of said city.

   The class of service contemplated by this Paragraph 1 anticipates a temporary connection until such time as the city requesting service will have water and/or wastewater mains available. This category of service requires consideration on an individual case basis. Determination will be rendered upon written request being made by the city in which the potential customer is located.

   Nothing contained in this Agreement shall require that either city will be compelled to accept a customer classed under this Paragraph 1 after a determination by the servicing city that service is not economical or otherwise not in the best interest of the servicing city.

   A. Service will be provided to single family residences or duplexes situated on no more than one acre of land located immediately adjacent to the common boundary.

   B. The city providing the water and/or wastewater service contemplated under this Paragraph shall charge the customer so served the same rates and associated charges as charged customers whose property lies within its own areas and boundaries and who are in the same category of service.

   C. The customer being served will be required to pay all applicable fees related to the services provided including a connection service charge to the city furnishing service. The connection service charge shall be the then current amount established by the servicing city's ordinances. If a service charge is not specified by the current ordinances for the size or type service to be provided, the service charge shall be servicing city's actual cost of rendering the service.

2. RECIPROCAL WATER AND/OR WASTEWATER SERVICE AGREEMENT FOR: (1) SINGLE FAMILY RESIDENCES OR DUPLEXES WHERE MAINS ARE NOT IN PLACE, (2) COMMERCIAL AND INDUSTRIAL COMPLEXES, (3) RESIDENTIAL SUBDIVISIONS, APARTMENTS OR TOWNHOUSES AND OTHER MULTI-DEWLLING RESIDENTIAL UNITS.

Dallas and Customer hereby mutually agree to provide temporary water or wastewater service, or both, to customers along the public streets, roadways, alleys and easements forming a common city limit boundary of Dallas and Customer upon written request of either city to the other, provided that neither city will be required to provide such service to customers of the other city if doing so would result in a need for substantial construction or diminution of the level of service being provided to other customers of said city.

The class of service contemplated by this Paragraph 2 anticipates a temporary connection until such time as the city requesting service will have water and/or wastewater mains available. This category of service requires consideration on an individual case basis. Determination will be rendered upon written request being made by the city in which the potential customer is located. Nothing contained in this Agreement shall require that either city will be compelled to accept a customer classed under this Paragraph 2 after a determination by the servicing city that service is not economical or otherwise not in the best interest of the servicing city.

A. Service will be provided to the following type customers whose properties are located immediately adjacent to or in reasonable proximity of the common boundary:

1) Single family residences or duplexes where mains are not in place.

2) Individual commercial and industrial properties containing no more than 200,000 square feet of building floor space, provided that commercial or industrial facilities in excess of 200,000 square feet consuming only nominal amounts of water or contributing only nominal amounts of wastewater may be considered as an exception to this provision.

3) Specific residential subdivisions consisting of no more than 20 single family units and apartment complexes, townhouses or other type of multiple dwelling units consisting of no more than 35 single family units in the immediate area for which service is being requested.

B. The city providing the water and/or wastewater service contemplated under this Paragraph shall charge the customer served the same rated and associated charges as charged customers whose property lies within its own areas and boundaries and who are in the same category of service.

C. As a precondition of receiving service, the customer being served may also be required to pay all or part of the costs determined to be necessary to extend service and to pay the normal service charges for the type of service being offered. Applicability of costs of extending service shall be determined by the officials designated in Paragraph 4.B. of this Agreement. Normal service costs will be determined as contemplated by Paragraph l.C. All construction work shall meet the specifications of the city within whose boundaries the facilities are constructed.

3. TEMPORARY RECIPROCAL SERVICES PROVIDED (1) DIRECTLY TO BORDERING CITIES AND (2) TO COMMERCIAL, INDUSTRIAL OR OTHER COMPLEXES NOT CONTEMPLATED BY PARAGRAPH 2.

When services are requested and it is determined by the city from which service is requested that the service is appropriate and can be offered without diminution of the level of service being provided to other customers of the servicing city, Dallas and Customer hereby mutually agree to provide temporary water and/or wastewater service on a reciprocal basis when (1) the service to be furnished is to be provided directly to the reciprocating city as the customer or, (2) the service to be furnished is for a commercial, industrial, or other customer not meeting the criteria for service consideration in Paragraph 2.

The class of service contemplated by this Paragraph 3 shall be offered at the option of the servicing city. Determination of service feasibility will be rendered upon written request being made by the city requiring service. Nothing contained in this Agreement shall require that either city will be compelled to offer service after a determination by the servicing city that service is not economical or otherwise not in the best interest of the servicing city.

The city providing the water or wastewater service contemplated under this Paragraph shall charge the customer served the same rate and associated charges as charged customers whose property lies within its own areas and boundaries.

The city requesting the service shall pay full cost of any extension, facilities or improvements required to make the service available. The amount of the charges shall be determined by the officials designated in Paragraph 4.B. of this Agreement. All construction work shall meet the specifications of the city within whose boundaries the facilities are constructed.

4. GENERAL TERMS AND CONDITIONS

Service will be provided from mains in the public streets, roadways, alleys and easements existing along the common boundaries of Dallas and Customer under the following terms and conditions, which shall apply equally to either City:

A. Neither party to this Agreement is obligated to provide water nor does wastewater service to the other party, and each party have the right to refuse to provide water or wastewater service, under this Agreement, to the other party.

B. The city requiring services shall initiate the request for reciprocal services by forwarding a written request for service. The request shall be accompanied by a map which identifies the location of the proposed properties. Approval of requests for services shall be in writing and will be forwarded or approved by the following:

If for Dallas:	If for Customer:
Dallas Water Utilities Director 1500 Marilla Street -Room 4/A/N Dallas, Texas 75201	City of Glenn Heights Attn: City Manager P.O. Box 9478 Coppell, TX 75019

C. Meter boxes, service lines, laterals and other facilities necessary to provide service shall, upon installation, become the property of the city furnishing service if accepted or agreed to by said city.

D. The customer to be served will sign a contract with the city furnishing service, agreeing to abide by all the ordinances of that city which relate to the furnishing of said service.

E. The city requesting service under this Agreement hereby grants to the city providing such service authorization to go upon the public streets, roadways, alleys and easements of the former city for the purpose of installing, maintaining and removing such facilities as are necessary to provide service.

Customer agrees that, with prior written approval of Customer, Dallas may use streets, alleys and public rights-of-way within Customer's boundaries for the purposes detailed in this Agreement to provide retail water and wastewater service to Customer or to other customers without charges or tolls, provided that Dallas makes the necessary repairs to restore the streets, alleys or public rights-of-way used to their original condition. Such use and repairs shall be pursuant to the terms and conditions of the conveyance or license Customer duly grants for such purposes. Dallas agrees that, with prior written approval of Dallas, Customer may use streets, alleys and public rights-of-way within Dallas' boundaries for the purposes detailed in this Agreement to provide retail water and wastewater service to Customer or to other customers without charges or tolls, provided that Customer makes the necessary repairs to restore the streets, alleys or public rights-of-way used to their original condition. Such use and repairs shall be pursuant to the terms and conditions of a license duly granted by the Dallas City Council.

F. If at any time the city requesting service under this Agreement shall construct a main capable of providing water and /or wastewater service to any customer being served under the terms of this Agreement, then upon request, the city so providing the service shall terminate same, reserving the right to remove its meters and materials from the property previously services; provided, the customer shall have a reasonable time, not to exceed one month, to connect to the new service.

G. In the cases where a customer receives water service from one city and wastewater service from the other, the city furnishing water service will provide the other city with monthly meter readings and water consumption information on such customers and will permit appropriate employees of the city furnishing wastewater service to read and examine the meters serving such customers to determine the accuracy of readings so furnished and to permit appropriate employees of the city furnishing wastewater service to examine water consumption records of such customers, provided that no meter shall be removed or adjusted except by the city furnishing water service.

5. CLAIMS OF LIABILITY

It is further mutually agreed by Dallas and Customer that insofar as the services contemplated hereunder are performed by either city within the jurisdiction of the other city and to that extent only, Dallas and Customer hereby mutually agree, to the extent permitted by law, that they will release, hold harmless and defend the other city from all claims of liability which result from damage to property (real or personal) or persons arising directly or indirectly from the performance of the services provided for under this Agreement.

6. TERMINATION OR MODIFICATION

This Agreement is to remain in force for the term of the Contract to which it is attached.

EXHIBIT F

RECIPROCAL WATER AND/OR WASTEWATER SERVICE CONNECTIONS

Future Connections: Should additional connections be agreed upon in the future, this Exhibit F will be revised to recognize these facilities. Revisions to this Exhibit F in order to add, delete, or modify connections can be authorized by the DWU Director and do not require Dallas City Council approval.

AGENDA SUMMARY SHEET
March 15, 2022

AGENDA, ITEM 3

Presentation of the 2021 Glenn Heights Police Department Racial Profiling Report. (Keith Moore, Director of Public Safety)

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

AGENDA SUMMARY SHEET
March 15, 2022

EXECUTIVE SESSION

1. The City Council shall convene into Executive Session:

   A. pursuant to Government Code, Section 551.074, Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Manager.

2. The City Council shall reconvene into Open Session and take any action arisingfrom Executive Session:

   A. pursuant to Government Code, Section 551.074, Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Manager.

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