



City of Glenn Heights

City Council Meeting

Agenda Packet

February 16, 2021

Meeting starts at 7:00 PM



**NOTICE AND AGENDA  
CITY COUNCIL  
TUESDAY, FEBRUARY 16, 2021, 7:00 P.M.  
REGULAR CITY COUNCIL MEETING**

Notice is hereby given in accordance with the Order of the Office of the Governor issued March 16, 2020, that the City of Glenn Heights will conduct a Regular Meeting via telephone and video conference in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Novel Coronavirus (COVID-19).

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

To view this Council Meeting live, please use the following link (you are not required to have a Facebook account to access this meeting):  
<https://www.facebook.com/CityofGlennHeights>.

Notice is hereby given that the City of Glenn Heights City Council will hold a Regular City Council Meeting on Tuesday, February 16, 2021, beginning at 7:00 P.M. via telephone and video conference 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.

**CALL TO ORDER**

**INVOCATION** – Bishop Aaron Blake, Sr., Harvest Family Life Ministries

**PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENT**

If you would like to make a Public Comment during the “**Public Comment**” portion of the meeting, please email Brandi Brown, City Secretary, at [brandi.brown@glennheightstx.gov](mailto:brandi.brown@glennheightstx.gov), no later than **6:00 P.M. on February 16, 2021**. Please include the following information in your email:

- Name
- Address
- Email Address and Phone Number
- Agenda Item or General Subject of your Comment

Once your request is received, you will be given information to access the meeting via telephone or video conference (which provides two-way communication during the Public Comment portion of the meeting).

## CONSENT AGENDA

1. Discuss and take action to approve the City Council Meeting Minutes of the February 9, 2021, Regular Called City Council Meeting. (Brandi Brown, City Secretary)

## AGENDA

1. Discuss and take action appointing Zoning Board of Adjustment Members. (Miamouni Hines, Planner)
2. Discuss and take action on an Amendment to the Professional Services Contract with Mottla Architects, Inc., a/k/a Mottla Enterprises, Inc. (David Hall, City Manager)
3. Discuss and take action on Resolution R-08-21, a Resolution of the City Council of the City of Glenn Heights, Texas, canvassing the returns and declaring the results of the February 2, 2021, Special Election to Fill a Vacancy in Council Member Place 3; providing a severability clause; and providing for an effective date. (Brandi Brown, City Secretary)
4. Discuss and take action on Resolution R-10-21, a Resolution of the City Council of the City of Glenn Heights, Texas, nominating a candidate for a vacancy on the Ellis Appraisal District Board of Directors for the year 2021. (Brandi Brown, City Secretary)

If you would like to provide testimony during the “**Public Hearing**” portion of the meeting, please email Brandi Brown, City Secretary, at [brandi.brown@glennheightstx.gov](mailto:brandi.brown@glennheightstx.gov), no later than **6:00 P.M. on February 16, 2021**. Please include the following information in your email:

- Name
- Address
- Email Address and Phone Number
- Agenda Item (Item 5 and Item 7)

Once your request is received, you will be given information to access the meeting via telephone or video conference (which provides two-way communication during the Public Hearing portion of the meeting).

5. Public hearing to receive testimony concerning Ordinance O-01-21, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Comprehensive Zoning Ordinance and Zoning Map, as previously amended, by granting a Specific Use Permit with special conditions authorizing 133 West Ovilla Road, Glenn Heights, Texas, being a portion of an approximately 2.158 acres parcel of land known as 119 West Ovilla Road and being Lot 2, Block 1 of

Glenn Heights Plaza, Glenn Heights, Ellis County, Texas, more particularly described and depicted in Exhibit "A" attached hereto, currently zoned Retail (R), to be used for a drugstore, pharmacy; providing a repealing clause; providing a conflicts clause; providing a severability clause; and providing an effective date. (Miamauni Hines, Planner)

6. Discuss and first reading of Ordinance O-01-21, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Comprehensive Zoning Ordinance and Zoning Map, as previously amended, by granting a Specific Use Permit with special conditions authorizing 133 West Ovilla Road, Glenn Heights, Texas, being a portion of an approximately 2.158 acres parcel of land known as 119 West Ovilla Road and being Lot 2, Block 1 of Glenn Heights Plaza, Glenn Heights, Ellis County, Texas, more particularly described and depicted in Exhibit "A" attached hereto, currently zoned Retail (R), to be used for a drugstore, pharmacy; providing a repealing clause; providing a conflicts clause; providing a severability clause; and providing an effective date. (Miamauni Hines, Planner)
7. Public hearing to receive testimony concerning Ordinance O-03-21, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Zoning Ordinance and Map of the City of Glenn Heights, as heretofore amended, by granting a change in zoning for a 20.702-acre property commonly known as 1215 East Bear Creek Road, Glenn Heights, Texas and being a 20.702-acre parcel situated in the James Porter Survey, Abstract No. 1129, Glenn Heights, Dallas County, Texas more particularly described and depicted in Exhibit "A" attached hereto (the "Property"), from Single Family Residential-1 (SF-1) to Planned Development-26, Commercial and Multifamily ("PD-26/C & MF") to allow for the development of a mixed use development containing up to 18 multifamily units per acre, mixed commercial, and open space facilities; providing for the approval of and required development in accordance with the development regulations attached hereto as Exhibit "B", providing for the approval of the concept plan and park plan attached hereto as Exhibit "C"; providing a repealing clause; providing a severability clause; providing a savings clause; providing for a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing for an effective date. (Miamauni Hines, Planner)
8. Discuss and first reading of Ordinance O-03-21, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Zoning Ordinance and Map of the City of Glenn Heights, as heretofore amended, by granting a change in zoning for a 20.702-acre property commonly known as 1215 East Bear Creek Road, Glenn Heights, Texas and being a 20.702-acre parcel situated in the James Porter Survey, Abstract No. 1129, Glenn Heights, Dallas County, Texas more particularly described and depicted in Exhibit "A" attached hereto (the "Property"), from Single Family Residential-1 (SF-1) to Planned Development-26, Commercial and Multifamily ("PD-26/C & MF") to allow for the development of a mixed use development containing up to 18 multifamily units per acre, mixed

commercial, and open space facilities; providing for the approval of and required development in accordance with the development regulations attached hereto as Exhibit “B”, providing for the approval of the concept plan and park plan attached hereto as Exhibit “C”; providing a repealing clause; providing a severability clause; providing a savings clause; providing for a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing for an effective date. (Miamauni Hines, Planner)

9. Discuss and first reading of Ordinance O-04-21, an Ordinance of the City Council of the City of Glenn Heights, Texas, reviving, extending and ratifying, for the period from November 1, 2019 to December 31, 2020, the franchise agreement, granted to Lone Star Gas Company, predecessor in interest of Atmos Energy Corporation, as amended; granting to Atmos Energy Corporation, its successors and assigns, a franchise, effective January 1, 2021, to construct, maintain, and operate pipelines and equipment in the City of Glenn Heights, Dallas county, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said city for all purposes; providing for the payment of a fee or charge for the use of the public rights-of-ways; and providing that such fee shall be in lieu of other fees and charges, excepting ad valorem taxes; and repealing all previous gas franchise Ordinances. (Phillip Conner, Finance Director)

10. January 2021 Financial Report. (Phillip Conner, Finance Director)

## **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](mailto: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, February 12, 2021.

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

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Brandi Brown, City Secretary



# Invocation

Bishop Aaron Blake, Sr.  
Harvest Family Life Ministries





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

**FEBRUARY 9, 2021**

**STATE OF TEXAS** \*

**COUNTIES OF DALLAS AND ELLIS** \*

**CITY OF GLENN HEIGHTS** \*

On the 9<sup>th</sup> day of February 2021, the City Council of the City of Glenn Heights, Texas, met in a Regular Called City Council Meeting via telephone and video conference with the following members present:

**CITY COUNCIL:**

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

\*Council Member Alisha M. Brown joined the meeting at 7:27 P.M.

**STAFF:**

David Hall	*	City Manager
Michael Rogers	*	Deputy City Manager
Lucas Benson	*	Interim Chief of Police
Brandi Brown	*	City Secretary
Marlon Goff	*	Planning and Development Director
Byron Hardy	*	IT Administrator
Miamauni Hines	*	Planner
Lauren Lewis	*	Community Engagement Administrator
Jaynice Porter-Brathwaite	*	Human Resources Director

**CONSULTANT:**

Victoria Thomas	*	City Attorney's Office
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**CALL TO ORDER**

Mayor Harry A. Garrett called the City Council Meeting to order at 7:05 P.M., with a quorum of the City Council present.

**INVOCATION**

Lucas Benson, Interim Chief of Police, delivered the Invocation.

## **PLEDGE OF ALLEGIANCE**

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

## **PUBLIC COMMENT**

The following Public Comment was made:

- Dr. Apostle Kenesia Mouton, 2006 Ridgeview Drive, Glenn Heights, TX 75154: introduced her Church, Manifested Manna Uncontaminated Ministries, and stated they were interested in partnering with the City to serve the community. She also provided information related to Ministry Programs – Preparing Our Community for Excellence and Mentoring for Women.

## **RECOGNITION**

Mayor Harry A. Garrett recognized Council Member Shaunte L. Allen for her receipt of the Certified Municipal Official Designation from the Texas Municipal League.

## **PROCLAMATIONS**

Mayor Harry A. Garrett read the following Proclamations:

- American Heart Month, February 2021
- Presidents Day, February 15, 2021

## **STAFF INTRODUCTIONS**

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

- Ciera Stalcup, Community Engagement, Part-time Driver
- Ryan Bysak, Fire Department, Firefighter/Paramedic
- Christopher Ross, Police Department, Police Officer
- Walter Weiss, Police Department, Police Officer
- Fox Luu, Police Department, Police Officer

City Council congratulated new Staff and requested that photographs be provided with Staff Introductions. David Hall, City Manager, confirmed photographs would be placed in the City Manager's Update as well as displayed during future Council Meetings.

## **CONSENT AGENDA**

1. Discuss and take action to approve the City Council Meeting Minutes of the January 19, 2021, Regular Called City Council Meeting. (Brandi Brown, City Secretary)
2. Discuss and take action to approve the City Council Meeting Minutes of the January 26, 2021, Special Called City Council Meeting. (Brandi Brown, City Secretary)
3. Discuss and take action to approve a Final Plat request by Eagle Surveying on behalf of Cool Days, Inc. for the Cool Days Addition. The 1.746-acre property is

zoned Retail and is situated in the John F Porter Survey, Abstract No. 1118, located at 310 E Bear Creek Road, Glenn Heights, Dallas County, Texas. The property is currently undeveloped but proposed for retail. (Miamauni Hines, Planner)

4. Receive notification of the decision of the Sign Control Board (SCB) approving SCB Case #20-001-SCB, a variance request by Grant Sign on behalf of Exclusive Hair and Beauty to permit the placement of a wall sign higher than fifteen feet (15') at 1308 East Bear Creek Road, Glenn Heights, Dallas County, Texas. (Miamauni Hines, Planner)
5. Receive notification of the decision of the Sign Control Board (SCB) approving SCB Case #20-002-SCB, a variance request by Kimley-Horn on behalf of DR Horton to allow for the construction of a monument sign wider than twelve feet (12') at the entrance of Magnolia Meadows Phase III. (Miamauni Hines, Planner)

Council Member Shaunte L. Allen requested confirmation of the property location in Consent Agenda Item 3. David Hall, City Manager, confirmed the location.

Council Member Emma Ipaye questioned why City Council has to continuously waive a variance that will permit the placement of a wall sign higher than fifteen feet as stated in Consent Agenda Item 4. David Hall, City Manager, explained that due to the design of that particular building/location, all occupants would need to request a sign variance. Mr. Hall added that the City's Development Regulations are under review.

Mayor Pro Tem Sonja A. Brown made a motion to approve Consent Agenda Items 1-5. Council Member Shaunte L. Allen made the second. The motion carried with the following vote:

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

## **AGENDA**

1. Discuss and take action to appoint members to serve on the Citizens Police Advisory Committee.

David Hall, City Manager, introduced this item and requested that City Council consider tableing this item to the first scheduled City Council Meeting in March 2021 to allow for Council Member-Elect Travis Bruton to appoint a member to serve on the Citizens Police Advisory Committee.

Council Member Shaunte L. Allen made a motion to table Agenda Item 1 to the first scheduled City Council Meeting in March 2021. Council Member Emma Ipaye made the second. The motion carried with the following vote:

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

2. Discuss and take action on Resolution R-05-21, a Resolution of the City Council of the City of Glenn Heights, accepting a sidewalk easement from Thomas M. Gaubert, trustee of the Thomas M. Gaubert irrevocable trust, Grantor, to the City of Glenn Heights for a twenty foot (20') wide public sidewalk easement, as depicted and described in Exhibit "A" attached hereto; providing for the furnishing of a certified copy of this Resolution for recording in the real property records of Dallas County, Texas, as a deed; and providing an effective date.

Miamauni Hines, Planner, introduced this item and completed a presentation regarding the need for and location of the easement, and provided a Staff recommendation.

Council Member Emma Ipaye made a motion to approve Resolution R-05-21, a Resolution of the City Council of the City of Glenn Heights, accepting a sidewalk easement from Thomas M. Gaubert, trustee of the Thomas M. Gaubert irrevocable trust, Grantor, to the City of Glenn Heights for a twenty foot (20') wide public sidewalk easement, as depicted and described in Exhibit "A" attached hereto; providing for the furnishing of a certified copy of this Resolution for recording in the real property records of Dallas County, Texas, as a deed; and providing an effective date. Mayor Pro Tem Sonja A. Brown made the second. The motion carried with the following vote:

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

3. Discuss and take action on Resolution R-07-21, a Resolution of the City Council of the City of Glenn Heights, accepting a sanitary sewer easement from JKL Texas Properties, LLC, Grantor, to the City of Glenn Heights, Texas, Grantee, for the installation, construction, operation, maintenance replacement, repair, upgrade, relocating, and removal of a sanitary sewer line and all necessary or desirable structures, facilities and appurtenances thereto; providing for the furnishing of a certified copy of this Resolution for recording in the real property records of Ellis County, Texas, as a deed; and providing an effective date.

Miamauni Hines, Planner, introduced this item and completed a presentation regarding the need for and location of the easement, and provided a Staff recommendation.

Council Member Shaunte L. Allen made a motion to approve Resolution R-07-21, a Resolution of the City Council of the City of Glenn Heights, accepting a sanitary sewer easement from JKL Texas Properties, LLC, Grantor, to the City of Glenn Heights, Texas, Grantee, for the installation, construction, operation, maintenance replacement, repair, upgrade, relocating, and removal of a sanitary sewer line and all necessary or desirable structures, facilities and appurtenances thereto; providing for the furnishing of a certified copy of this Resolution for recording in the real property records of Ellis

County, Texas, as a deed; and providing an effective date. Mayor Pro Tem Sonja A. Brown made the second. The motion carried with the following vote:

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

4. Discuss and take action on Resolution R-09-21, a Resolution of the City Council of the City of Glenn Heights, authorizing an Interlocal Cooperation Agreement with the City of Midlothian, Texas for purchase of goods and services, and providing an effective date.

David Hall, City Manager, introduced this item to Council.

Mayor Pro Tem Sonja A. Brown made a motion to approve Resolution R-09-21, a Resolution of the City Council of the City of Glenn Heights, authorizing an Interlocal Cooperation Agreement with the City of Midlothian, Texas for purchase of goods and services, and providing an effective date. Council Member Shaunte L. Allen made the second. The motion carried with the following vote:

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

#### **ADJOURNMENT**

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

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

Mayor Harry A. Garrett adjourned the meeting at 7:40 P.M.

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Harry A. Garrett, Mayor

Attest:

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Brandi Brown, City Secretary

Passed and approved on the 16<sup>th</sup> day of February 2021





# CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

**Date: February 16, 2021**

## **SUBJECT**

Discuss and take action to appoint five (5) new Zoning Board of Adjustments members.

## **REPORT IN BRIEF**

This agenda matter will allow the Council to discuss and take action to appoint five members to the Zoning Board of Adjustments pursuant to Section II.2.3 of the City's Zoning Ordinance and Chapter 211 of the Texas Local Government Code.

## **BACKGROUND / DISCUSSION**

The Zoning Board of Adjustments currently has five vacant Places. Staff has now received five applications from residents seeking Council consideration for their appointment to the Zoning Board of Adjustments. Staff asks that the Council review the applications of Brian Pratt, Jacob Cannon, Jacquetta Cannon, John Reliford, and Tiina Arjanen and consider their appointment to serve two-year terms pursuant to Section II.2.3 of the City's Zoning Ordinance.

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

- A. Members – The Board of Adjustment shall consist of five (5) regular members and up to four (4) alternate members. All members who shall be nominated and appointed by the Mayor and City Council and each person so nominated shall be approved by a simple majority vote of the full City Council before becoming a member of the Board. This Board shall operate in accordance with the provisions of Chapter 211 of the State of Texas Local Government Code, as enacted and as it may be amended.

- B. Alternate Member – Alternat members shall serve in the absence of one or more of the regular Board members when requested to do so by the City Manager. The alternate member with the longest tenure shall be able to serve first and may be appointed to fill a vacancy in the event of resignation or removal of a regular member of the Board of Adjustment.
- C. Appointment of Members – Following the regular City Council election of offices in May of each year, the City Council shall appoint members to Board of Adjustment to fill those offices being vacated on May 31 of that year. Each member of the Board shall hold a designated Place, from Place 1 to Place 5. Alternate members shall be identified by Place numbers one-A (1A) through four-A (4A).
- D. Terms of Office – Each member and alternate member is appointed to serve for two (2) years terms and may be reappointed to successive terms on the Board subject to approval by a simple majority of the full City Council. Place 1, Place 3, and Place 5 and Places 1A and 3A shall be appointed in odd number years. Place 2, Place 4, and Places 2A and 4A shall be appointed in even-numbered years.

**FISCAL IMPACT**

N/A

**PUBLIC CONTACT**

Advertisement for the open Places were placed on the City’s website and the City’s social media platforms.

**RECOMMENDATION / ALTERNATIVES**

Staff recommends the consideration of these five applicants by the City Council to serve as full-time members of the Zoning Board of Adjustments for two-year terms.

**PREPARED BY**

Miamauni Hines, City Planner

**REVIEWED BY**

Marlon Goff, Planning and Development Services Director

**ATTACHMENTS**

- I. Zoning Board of Adjustments Volunteer Applications
  - a. Brian Pratt
  - b. Jacob Cannon
  - c. Jacquetta Cannon
  - d. John Reliford
  - e. Tiina Arjanen

# City of Glenn Heights



## Volunteer Application

### Zoning Board of Adjustment

#### Contact Information

Name Brian Pratt  
Street Address 945 W. Bear Creek  
City ST ZIP Code Glenn Heights, Tx. 75154  
Home Phone 214-734-6561  
Work Phone  
E-Mail Address Brianpratt90@yahoo.com

#### Availability

The Zoning Board of Adjustment meets on the 4th Monday of each month, as Zoning Board of Adjustment business dictates. The meetings begin at 6:00 p.m.

#### Special Skills or Qualifications

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

**Previous Volunteer Experience**

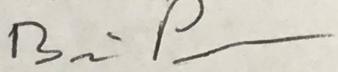
Summarize your previous volunteer experience with the City or other organizations.

**Person to Notify in Case of Emergency**

Name Brian Pratt  
Street Address 945 W. Bear Creek  
City ST ZIP Code Glenn Heights, Tx 75154  
Home Phone cel 214-734-6561  
Work Phone  
E-Mail Address Brianpratt90@yahoo.com

**Agreement and Signature**

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

Name (printed) Brian Pratt  
Signature   
Date 1-8-21

**Our Policy**

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

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

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

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

Thank you.

# City of Glenn Heights Volunteer Application



## Zoning Board of Adjustment

### Contact Information

Name JACOB CANNON  
Street Address 925 W. BEAR CREEK R.D.  
City ST ZIP Code Glenn Heights 75154  
Home Phone 432-559-6858  
Work Phone 432-559-6858  
E-Mail Address CANNON builders432 at gmail.com

### Availability

The Zoning Board of Adjustment meets on the 4th Monday of each month, as Zoning Board of Adjustment business dictates. The meetings begin at 6:00 p.m.

### Special Skills or Qualifications

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

Builder, Coach, Trainer

**Previous Volunteer Experience**

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

Volunteer AAU Track + Field  
Little League Foot Ball  
weight lifting Teams

**Person to Notify in Case of Emergency**

Name Lucy Raines  
Street Address 2938 STRAIN COURT  
City ST ZIP Code 75134  
Home Phone 678-910-1272  
Work Phone Same  
E-Mail Address LRaines265@gmail.com

**Agreement and Signature**

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

Name (printed) JACO B. CANNON  
Signature *Jacob Cannon*  
Date 1/19/2021

**Our Policy**

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

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

Please return this form to the Office of the City Secretary. Forms may be completed and emailed to:  ~~brandi@bro~~

Thank you.



# City of Glenn Heights

## Volunteer Application

### Planning and Zoning Commission

#### Contact Information

Name	
Street Address	
City ST ZIP Code	
Home Phone	
Work Phone	
E-Mail Address	

#### Commission Information and Required Availability

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

#### Special Skills or Qualifications

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

### Previous Volunteer Experience

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

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### Person to Notify in Case of Emergency

Name	
Street Address	
City ST ZIP Code	
Home Phone	
Work Phone	
E-Mail Address	

### Agreement and Signature

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

Name (printed)	
Signature	<i>Jacquetta Cannon</i>
Date	

### Our Policy

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

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

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

Thank you.



# City of Glenn Heights Volunteer Application

## Zoning Board of Adjustment

### Contact Information

Name	John Reliford
Street Address	1623 S Westmoreland Rd
City ST ZIP Code	Glenn Heights, TX 75154
Home Phone	N/A
Work Phone	214-507-3337
E-Mail Address	jareliford@yahoo.com

### Board Information and Required Availability

This board is authorized to make special exceptions or grant variances to the Zoning Ordinance, to hear and decide any appeals that allege error in an order, requirement, decision or determination made by an administrative official in the enforcement of the Zoning Ordinance. This Board meets on an as needed basis.

### Special Skills or Qualifications

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

I have taken Real Estate Law classes in the past. I was a licensed realtor.

### Previous Volunteer Experience

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

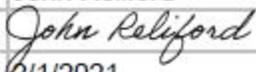
I was a member of North Texas Youth Football Association for six years
--

### Person to Notify in Case of Emergency

Name	Barbara Reliford
Street Address	1623 S Westmoreland Rd
City ST ZIP Code	Glenn Heights, TX 75154
Home Phone	N/A
Work Phone	214-728-3788
E-Mail Address	barbara_jiles@yahoo.com

### Agreement and Signature

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

Name (printed)	John Reliford
Signature	
Date	2/1/2021

### Our Policy

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

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

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

Thank you.



# City of Glenn Heights

## Volunteer Application

### Zoning Board of Adjustment

#### Contact Information

Name	Tiina Arjanen
Street Address	527 Green Mound Dr
City ST ZIP Code	Glenn Heights TX 75154-2116
Home Phone (cell)	972.849.0356
Work Phone	N/A
E-Mail Address	tiina.household@gmail.com

#### Board Information and Required Availability

This board is authorized to make special exceptions or grant variances to the Zoning Ordinance, to hear and decide any appeals that allege error in an order, requirement, decision or determination made by an administrative official in the enforcement of the Zoning Ordinance. This Board meets on an as needed basis.

#### Special Skills or Qualifications

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

I have reviewed the City Charter and Ordinances and am very familiar. I have worked with City Administration in the past to have violations on new construction reviewed and corrected on future construction. As a 33-1/2 year career public servant for municipal government, I am well versed in policies and procedures, as well as reviewing/researching local, state, and federal laws. While I am not an expert in plan review, I do have experience in reading/understanding plans. My tenured experience is in Procurement, Finance, Budget, including specification development and review, contract administration, etc for a city with a population of almost 190,000 (City of Grand Prairie).  
<sup>Related</sup> Hobbies include new construction and repair/renovations. I was taught from a very young age by my father, grandfathers, and great grandfather. I assist on a Habitat for Humanity Build with a city team when with Grand Prairie. I also assisted with design/layout ~~for~~ planning for several city facilities, as well as specification development and punch list/final acceptance inspection.

### Previous Volunteer Experience

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

Currently:  
Program Leader for Glenn Heights Fire Department CERT  
Consult with staff on a volunteer basis, primarily procurement related

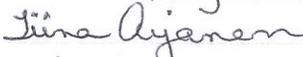
Previous:  
ROISD Band, Softball, and football programs: chaperoned all events and trips  
RO Band Boosters - VP of Board for middle school + Treasurer for 2 terms for High School  
~~North Central Texas~~  
Public Purchasing Association of North Central Texas Board member 2 terms  
USA Girl Scouts Overseas

### Person to Notify in Case of Emergency

Name	Tiinia Auler
Street Address	527 Green Mound Dr
City ST ZIP Code	Glenn Heights TX 75154-2116
Home Phone Cell	214.790.8599
Work Phone	
E-Mail Address	tiinia.dolly@gmail.com

### Agreement and Signature

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

Name (printed)	Tiina Arjanen
Signature	
Date	01/26/2021

### Our Policy

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

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

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

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

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

Thank you.





# CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

**Date: February 16, 2021**

## **SUBJECT**

This agenda item will allow City Council to consider authorizing the City Manager to execute an amendment to a Professional Services Agreement for Owner's Representative Services in the development of the new City Center Project.

## **REPORT IN BRIEF**

Authorize the City Manager to execute an Amendment to the Professional Services Agreement with Mottla Architects, Inc., a/k/a Mottla Enterprises, Inc., for Owner's Representative Services.

## **BACKGROUND/DISCUSSION**

Because of the selection of the Design/Build method of procurement by the City in the development of its new City Hall, Public Safety, Public Works Service Center, Recreation and Community Center, the City is required to utilize the assistance of an independent, state licensed Architect of Engineer as its representative. According to Texas Government Code sec.2269.305, "the governmental entity shall select or designate an architect or engineer independent of the design-build firm to act as the governmental entity's representative for the duration of the project."

After a search for the required representative services, on March 5, 2019, the City agreed to terms with Mottla Architects, Inc., a/k/a Mottla Enterprises, Inc.

**PUBLIC CONTACT**

Not applicable.

**FISCAL IMPACT**

The compensation for the contract is \$4,800 per month until the completion of the project.

**RECOMMENDATION / ALTERNATIVES**

It is recommended that the City Council authorize the City Manager to execute the amendment to the Professional Services Agreement with Mottla Architects, Inc., a/k/a Mottla Enterprises, Inc.

**PREPARED BY**

David Hall, JD, City Manager

**REVIEWED BY**

Brandi Brown, City Secretary

**ATTACHMENTS**

- I. First Amendment to City of Glenn Heights Owner's Representative Consultant Services Agreement for City Facilities Design-Build Project

STATE OF TEXAS           §       **FIRST AMENDMENT TO CITY OF GLENN HEIGHTS**  
   §       **OWNER’S REPRESENTATIVE CONSULTANT**  
   §       **SERVICES AGREEMENT FOR CITY FACILITIES**  
 COUNTY OF DALLAS       §       **DESIGN-BUILD PROJECT**

This First Amendment to City of Glenn Heights Owner’s Representative Consultant Services Agreement for City Facilities Design-Build Project is made by and between the City of Glenn Heights, Texas (the “City”) and Mottla Enterprises, Inc., a/k/a Mottla Architects, Inc. (“Consultant”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

**WHEREAS**, the Parties previously entered into that certain City of Glenn Heights Owner’s Representative Consultant Services Agreement for City Facilities Design-Build Project on March 8, 2019 (the “Agreement”); and

**WHEREAS**, the Parties agree to amend the Agreement by:

- (1) amending the first paragraph of the agreement to reflect the correct name of the Consultant;
- (2) repealing and replacing Exhibit “A” , Owner’s Representative’s Scope of Services, which exhibit is incorporated by reference in section 2.2 of Article II, Consultant Responsibilities, and
- (3) amending Article V, Compensation and Method of Payment, at section 5.1 thereof to provide new compensation terms, all to be effective upon execution of this First Amendment to the Agreement; and

**WHEREAS**, the Parties agree to amend the Agreement as set forth herein;

**NOW THEREFORE**, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. That the first paragraph of the Agreement is hereby amended, to read as follows, with said amendment to be effective as of the March 8, 2019 original effective date of the Agreement:

This agreement (“Agreement”) is made by and between the City of Glenn Heights, Texas (“City” or “Owner” or “Owner/City”) and Mottla Enterprises, Inc., a Texas for-profit corporation, a/k/a Motta Architects, Inc., 308 East Marvin Avenue, Waxahachie, Texas 75165 (the “Consultant”) acting by and through their authorized representatives.”

- 2. That Exhibit A, attached to the Agreement and incorporated therein by reference in section 2.2 of Article II, **Consultant Responsibilities**, is repealed and replaced in its entirety as follows:

**“EXHIBIT A  
OWNER’S REPRESENTATIVE’S SCOPE OF SERVICES  
CONSTRUCTION ADMINISTRATION FOR CITY CENTER PROJECT**

As used herein, “GDB” shall refer to Grossman Design Builders and “OR” shall refer to Owner’s Representative Mottla Architects, Inc.

**I. PRIOR TO ISSUANCE OF D/B RFQ**

- a) Review all existing programming and schematic design materials/ documents with City staff for overall relevance and general acceptability as a proposed Basis of Design for inclusion into future RFQ.
- b) Prepare an addendum for city review of any suggested modifications- as a general update to original schematic documents-relative to any required changes in programming and/ or function.
- c) Assist in research and preparation of RFQ for D/B services, including preparation of Project Summary, Scope, Schedule, Selection Criteria, List of Anticipated Spaces, General Requirements, etc.
- d) Assist City with incremental and final review of RFQ prior to issuance.
- e) Meet with City Staff as necessary to accomplish all tasks.

**I. RFQ SOLICITATION PERIOD**

- a) During RFQ Solicitation Period, be primary contact for bidders’ questions with input and clarification from City as required.
- b) Schedule and Conduct a mandatory Pre-Bid Conference at the City with prospective bidders.
- c) Meet with City Staff as necessary to accomplish all tasks.

**II. POST-RECEIPT OF RFQs**

- a) Analyze and evaluate RFQs received in terms of the metrics of the RFQ requirements.
- b) Based on metrics and criteria of the RFQ, rank qualified bidders for review and discussion with City Officials and final selection of selected Design/Builder.

- c) Present report to City Manager on methodology of selected Design/ Builder- for recommendation to City Council.
- d) Attend meetings as necessary to review RFQ responses, select D/B firm, and present to City Council.
- e) Meet with City Staff as necessary to accomplish all tasks.

### **III. POST-SELECTION OF DESIGN/ BUILDER**

- a) Schedule and conduct a ‘Project Kick-off’ meeting with Design/ Builder and all primary consultants and managers attached to these projects- at City Hall with City Officials and Project stakeholders in attendance.
- b) Review Design/ Builders’ Master Project Schedule and initial/ proposed Master Budget. Discuss with City Officials.
- c) Assist City with engaging appropriate surveying and geotechnical services as required for Design/ Builder to have these documents and information in a timely manner.
- d) Monitor and review progress of Design/ Builder related to refinement of existing Basis of Design into proprietary schematic and developed designs as it relates to preservation of original intent, general functionality, adherence to applicable building and life-safety codes, accessibility standards and general efficiencies and constructability.
- e) Discuss/ suggest viable opportunities for value-engineering (VE) with Design/ Builder and the various consultants attached to the project team. Monitor, assess and review integration of VE elements as necessary.
- f) Review final Design Development Documents with Design/ Builder and City Officials prior to commencement of the preparation of the Construction Documents by Design/ Builder. Request any changes to DD documents that may be required and for these changes to be integrated into final Construction Documents.
- g) Meet with City Staff as necessary to accomplish all tasks.

### **IV. PRE- CONSTRUCTION PHASE**

- a) Conduct final review of Design/ Builders’ Permit/ Bid Documents for conformance to general design intent prior to Design/ Builder’s

submission for applicable permits and approvals from required governmental authorities. Monitor and review Design/ Builder's progress in obtaining these permits and approvals.

- b) Assist City in engaging Third-Party Materials and Testing Service for the duration of project with a selected menu of appropriate inspection and testing services.
- c) Schedule and conduct Pre-Construction meetings.
- d) Based on completed designs and other design criteria prepared by the D/B Firm, the Owner's Representative shall review estimates of Construction Cost. The Owner's Representative shall review cost evaluations of alternative materials and systems.
- e) Expediently review design documents and advise on selection of materials, building systems and equipment. Provide professional recommendations on relative feasibility of construction methods, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials and possible economies.
- f) Consult with the Owner and D/B Firm regarding the Construction Documents and make recommendations wherever design details adversely affect constructability, cost or schedules. Provide suggestions for VE options. Review any VE Options provided by D/B Firm.
- g) Owner's Representative shall review and comment on the drawings and specifications for the Project, as they are prepared by the D/B Firm. Owner's Representative shall assist the Owner in the evaluation and recommendation of appropriate design alternatives.
- h) Assist the Owner in obtaining building permits and special permits for permanent improvements.
- i) Owner Representative shall review and comment as the validity of estimates provided by the D/B Firm.
- j) Meet with City Staff as necessary to accomplish all tasks.

## **V. CONSTRUCTION PHASE**

- a) Visit Project site every (7) calendar days for the purpose of remaining familiar with the quality and amount of work completed and ensuring that work is consistent with the intent of the Owner and GDB's

Design, Construction, and Contract Documents. OR may request an extension of the Project site Visit in writing based upon unforeseen circumstances that prohibit the OR from visiting the site.

- b) Attend scheduled meetings throughout the course of construction and keep notes on said meetings which shall be provided promptly upon request to City.
- c) Endeavor to obtain satisfactory performance from GDB. Recommend courses of action to the Owner when requirements of the Contract are not being fulfilled.
- d) Monitor the approved GMP
- e) Review and process Applications for Payment submitted by GDB. Based on the Owner's Representative's observations and evaluations of each Application for Payment, the Owner's Representative shall review and certify the amounts due to GDB on a monthly basis.
- f) Determine in general that the Work of GDB is being performed in accordance with the requirements of the Contract and Design Documents, endeavoring to guard the Owner against defects and deficiencies in the Work. As appropriate, the Owner's Representative shall have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. In consultation with GDB, the OR may reject Work which does not conform to the requirements of the Contract Documents.
- g) Owner's Representative shall represent the Owner in its communications with GDB. OR shall provide appropriate recommendations to Owner concerning Owner's decisions on construction matters, including, where necessary substitutions or alternative means and or methods proposed by GDB and shall advise City regarding change orders, submittals and requests for information.
- h) OR shall: (i) assist and review the processing of change orders, (ii) advise Owner concerning the necessity for, scope of and recommended cost of change orders, and (iii) negotiate, on Owner's behalf, all change orders with D/B Firm for Owner approval.
- i) Owner's Representative shall direct GDB to update CPM for completion of the applicable work. In the event of delays impacting the CPM, OR shall review recommendations to Owner for corrective action by GDB.

- j) OR shall notify Owner in writing, with photos and supporting documentation, if OR becomes aware that the work of GDB is not being performed in accordance with the requirements of the Contract Documents. As appropriate, OR shall, with written authorization from the Owner, require additional inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is covered, installed or completed. OR shall review any and all test reports and notify the Owner and GDB as appropriate, of any deficiencies in the work of which OR becomes aware and shall advise the Owner of potential consequences of such default and shall make recommendations to Owner with respect thereto. With written consent of the Owner, OR shall reject work which does not conform to the requirements of the applicable Contract Documents.
- k) Together with GDB and Owner, OR shall monitor and observe the testing and start-up of all utilities, systems and equipment for the Project and review test reports.
- l) Prepare Progress Update Reports to Owner consistent for each site visits as outlined in “a” above.
- m) Review and certify Design/ Builder’s monthly Application for Payment after verification that work noted for payment is either in-place or stored on-site.
- n) Review any Submittals from GDB for conformance to Design Intent. The appropriateness, accuracy and ultimate performance of submittals such as structural, mechanical, electrical, plumbing shop drawings, specifications and performance data will be the responsibility of GDB and its respective consultants.
- o) Have the authority to interpret the Design/ Builder’s documents on behalf of the City and to reject any work that is not consistent with the general intent or expected quality expressed in the Design/ Builder’s Contract Documents.
- p) Answer Requests for Information and general clarifications from GDB in a timely manner.
- q) Review and consult with Owner regarding any proposed Change Order from Design Builder and take appropriate action to either approve, amend or reject the Change Order based on the nature and requirements of the request.
- r) Upon notification from GDB, conduct inspection for Substantial Completion for the building(s)/Project. Review and confirm/ amend

Master Punch List to be generated by GDB and provided to OR prior to this inspection.

- s) Upon Notification by GDB that Master Punch List has been completed and all required inspections have been scheduled by GDB and completed/ approved by the relevant governing authorities; OR will review GDB's Final Application for Payment.
- t) With GDB and the Owner's maintenance personnel, the OR shall observe GDB's final testing and start-up of utilities, operational systems and equipment.
- u) Owner's Representative shall review applications for payment by the D/B Firm, review and certify certificates for payment issued by D/B Firm and make written recommendations to Owner concerning payment. Owner's Representative's certification for payment shall constitute a representation to the Owner that, to the best of the Owner's Representative's knowledge, information, and belief, the work has progressed to the point indicated and the quality of the work is in accordance with the Contract Documents. The issuance of a certificate for payment shall further constitute a representation that the D/B Firm is entitled to payment in the amount certified.
- v) Upon receipt of GDB's Affidavit of Lien Releases by sub-contractors and consultants, confirmation that all product warranties, operating manuals and related documents, along with a full-set of Record Drawings have been transmitted to the Owner; the Final Certificate of payment will be approved- effectively concluding the project(s).
- w) Meet with City Staff as necessary to accomplish all tasks."

3. That section 5.1 of Article V, **Compensation and Method of Payment**, is amended to read in its entirety as follows:

"5.1 The City shall compensate the Consultant for the services by payment of a consultant's fee for the Project in the amount of \$4800 per month, with the first payment hereunder to be due and payable thirty days after the effective date of the amendment set forth in this paragraph 3 and monthly thereafter until Project Completion or until the Agreement, including this First Amendment thereto, is terminated, whichever is earlier."

4. Effective Date. The amendment set forth in paragraph 1 of this First Amendment shall be effective as of March 8, 2019. The amendments set forth in paragraphs 2 and 3 of this First Amendment shall be effective on the date last signed by the parties' duly authorized representatives.

5. The Agreement shall continue in full force and effect except as amended herein. If any terms or conditions contained in the First Amendment are inconsistent with the Agreement, the terms and conditions contained in the First Amendment will be controlling.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**Mottla Enterprises, Inc.**

By: \_\_\_\_\_  
Name: Anthony Mottla, President and Director

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**City of Glenn Heights, Texas**

By: \_\_\_\_\_  
David A. Hall, City Manager

Approved as to form:

By: \_\_\_\_\_  
Victoria W. Thomas., City Attorney  
(021021vwtTM120614)





# CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

**Date: February 16, 2021**

## **SUBJECT**

This agenda item will allow City Council to conduct the Canvass of the February 2, 2021, Special Election to Fill a Vacancy.

## **REPORT IN BRIEF**

Discuss and take action on Resolution R-08-21, a Resolution of the City Council of the City of Glenn Heights, Texas, canvassing the returns and declaring the results of the February 2, 2021, Special Election to Fill a Vacancy in Council Member Place 3; providing a severability clause; and providing for an effective date.

## **BACKGROUND / DISCUSSION**

Per the City of Glenn Heights Home Rule Charter, Article 3, Section 3.05:

*The Council shall canvass the returns, investigate the qualifications of the candidates and declare the official results of the election in the manner and within the time provided by law and deliver the votes to the City Secretary. Returns of every municipal election shall be recorded in the minutes of the Council.*

*The candidates for election to the places of Councilmembers, who receive the majority of ballot votes, for each place cast by qualified voters voting at the election shall be declared elected. The results of said election shall be posted in the City Hall as soon as they are declared official.*

I certify that the attached Resolution and results accurately represent the final unofficial results for the City Council's consideration, as required in the City of Glenn Heights Home Rule Charter.

## **PUBLIC CONTACT**

Election results will be posted on the City Council's official bulletin board and on the City of Glenn Heights' website.

## **FISCAL IMPACT**

The total fiscal impact for the February 2, 2021, Special Election to Fill a Vacancy was \$17,809.91

## **RECOMMENDATION / ALTERNATIVES**

Staff recommends approval of Resolution R-08-21, a Resolution of the City Council of the City of Glenn Heights, Texas, canvassing the returns and declaring the results of the February 2, 2021, Special Election to Fill a Vacancy in Council Member Place 3; providing a severability clause; and providing for an effective date.

## **PREPARED BY**

Brandi Brown, City Secretary

## **REVIEWED BY**

Miamauni Hines, Planner

## **ATTACHMENTS**

- I. Resolution R-08-21

**CITY OF GLENN HEIGHTS  
RESOLUTION R-08-21**

**A RESOLUTION OF THE CITY COUNCIL THE CITY OF GLENN HEIGHTS, TEXAS, CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE FEBRUARY 2, 2021, SPECIAL ELECTION TO FILL A VACANCY IN COUNCIL MEMBER PLACE 3; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, a special election to fill a vacancy in Council Member Place 3 in the City of Glenn Heights was duly held in the City on February 2, 2021; and

**WHEREAS**, a quorum under Texas Election Code section 67.004(a) of the City Council met on February 16, 2021, and duly canvassed the election returns of the above-mentioned elections, hereby attached as Exhibit A, and declared the results of the February 2, 2021 Special Election.

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

**Section 1.** That the findings set forth above are incorporated into the body of this resolution as if fully set forth herein.

**Section 2.** That the City Council officially finds and determines Special Election to Fill a Vacancy in Council Member Place 3 was duly ordered to be held in the City of Glenn Heights, Texas, on the 2<sup>nd</sup> day of February 2021, for the purpose of electing Council Member Place 3; and that proper notice of said election was duly given; that proper election officers were duly appointed prior to said election; that the returns of said election have been duly and legally made and delivered to the City Council for canvassing and a tabulation of the returns for the polling places and for early voting and that the City Council has duly canvassed said returns all in accordance with law.

**Section 3.** That the City Council officially finds and determines that only qualified resident voters of the City were allowed to vote at said elections, and that the following votes were cast at said election, and that the canvass of the votes cast in said election and returns thereof, which is attached hereto and incorporated herein by this reference as Exhibit A, were made in accordance with the law.

**Section 4.** Pursuant to the applicable provisions of the Texas Local Government Code, Texas Election Code, and the City Charter, the City Council officially finds and determines and declares the results of said election to be that Council Member, Place 3: Travis Bruton is hereby declared duly elected to the City Council as Council Member, Place 3, to serve the remainder of a term ending November 2021, subject to him taking the Oath of Office as provided by the laws of the State of Texas;

**Section 5. Severability Clause.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this resolution shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution, since the same would have been enacted by the City Council without the incorporation of this Resolution of any such unconstitutional phrase, clause, sentence, paragraph or section.

**Section 6. Minutes Entry.** This canvass and declaration of the results of said election shall be entered into the Minutes of the City Council.

**Section 7. Effective Date.** This resolution shall be effective immediately upon its passage.

**DULY RESOLVED by the City Council of the City of Glenn Heights, Texas on this the 16<sup>th</sup> day of February 2021.**

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Harry A. Garrett, Mayor

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Brandi Brown, City Secretary

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Victoria Thomas, City Attorney  
(012721vwtTM120355)

**EXHIBIT "A"**  
**[Canvass of Votes and Returns Thereof for February 2, 2021**  
**Special Election to Fill Vacancy in Council Place 3]**

# MEMO

## DALLAS COUNTY ELECTIONS DEPARTMENT

Phone: 214-819-6372 Fax: 214-819-6374

**To: BRANDI BROWN**

**Date:02/9/2021**

**Entity: GLENN HEIGHTS**

**Fax #: (972) 233-9307**

**From: Danielle Grant**

**Phone #: (972) 223-1690**

**Subject: 2021 Joint Special Election**

---

Attached is your entity's Unofficial Final Election Results for the Joint Special Election held on February 2,2021. These reports are for your entity's official canvass. Last Day for official canvass of returns by governing authority of political subdivision is Saturday, February 16, 2021 (Sec. 67.003)

Included is your Cumulative Report, Precinct by Precinct results by Total, Early Voting by Mail, Early Voting In-Person, Election Day, and EV/ED Provisional, if applicable.

For further assistance please contact Danielle Grant at the above number.

Central Counting Station

**STATISTICS**

	<b>TOTAL</b>	<b>EV In-Person</b>	<b>EV Mail</b>	<b>Election Day</b>	<b>EV-ED Provisional</b>
Registered Voters - Total	6,435				
Ballots Cast - Total	172	50	0	122	0
Voter Turnout - Total	2.67%				

**Glenn Heights Final Canvass Report**  
**Joint Special Election**  
**February 2, 2021**

**UNOFFICIAL RESULTS**  
**Final Cum Totals**  
**Dallas County, Texas**

**Glenn Heights Member of Council, PI 3**

Vote For 1

	<b>TOTAL</b>	<b>VOTE %</b>	<b>EV In- Person</b>	<b>EV Mail</b>	<b>Election Day</b>	<b>EV-ED Provisional</b>
Austin T. Kelley	78	45.61%	23	0	55	0
Travis Bruton	93	54.39%	26	0	67	0
<b>Total Votes Cast</b>	<b>171</b>	<b>100.00%</b>	<b>49</b>	<b>0</b>	<b>122</b>	<b>0</b>

	STATISTICS		
	Registered Voters - Total	Ballots Cast - Total	Voter Turnout - Total
3101-5938	0	0	0%
3617-6095	73	1	1.37%
3900-6159	6,362	171	2.69%
<b>Totals</b>	<b>6,435</b>	<b>172</b>	

	Glenn Heights Member of Council, PI 3				
	VOTE FOR 1				
	3 of 3 Precincts Reporting				
	Austin T. Kelley	Travis Bruton	Total Votes Cast	Overvotes	Undervotes
3101-5938	0	0	0	0	0
3617-6095	0	1	1	0	0
3900-6159	78	92	170	0	1
<b>Totals</b>	<b>78</b>	<b>93</b>	<b>171</b>	<b>0</b>	<b>1</b>

**Glenn Heights Final Canvass Report**  
**Joint Special Election**  
**February 2, 2021**

**UNOFFICIAL RESULTS**  
**Final Cum Totals WOverUnder**  
**Dallas County, Texas**

**STATISTICS**

	<b>TOTAL</b>	<b>EV In- Person</b>	<b>EV Mail</b>	<b>Election Day</b>	<b>EV-ED Provisional</b>
Registered Voters - Total	6,435				
Ballots Cast - Total	172	50	0	122	0
Voter Turnout - Total	2.67%				

Glenn Heights Final Canvass Report  
Joint Special Election  
February 2, 2021

UNOFFICIAL RESULTS  
Final Cum Totals WOverUnder  
Dallas County, Texas

Glenn Heights Member of Council, PI 3  
Vote For 1

	TOTAL	VOTE %	EV In- Person	EV Mail	Election Day	EV-ED Provisional
Austin T. Kelley	78	45.61%	23	0	55	0
Travis Bruton	93	54.39%	26	0	67	0
<b>Total Votes Cast</b>	<b>171</b>	<b>100.00%</b>	<b>49</b>	<b>0</b>	<b>122</b>	<b>0</b>
Overvotes	0		0	0	0	0
Undervotes	1		1	0	0	0



## **ELLIS COUNTY ELECTIONS**

Jana Onyon, CERA  
Elections Administrator

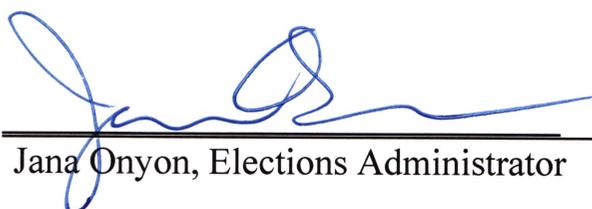
204 E Jefferson Street      Bus. (972) 825-5195  
Waxahachie, TX 75165      Fax (972) 923-5194  
Email elections@co.ellis.tx.us

### **City of Glenn Heights Special Election to fill a Vacancy February 2, 2021 Election Returns (Ellis County Portion)**

I, Jana Onyon, Ellis County Elections Administrator, do hereby certify the following official results to be a true and correct tally for the February 2, 2021 Election results for the canvassing authority.

Precincts Counted	1
Registered Voters	2,708
Ballots Cast	59
Voter Turnout	2.18%

Witness my hand and seal this 4<sup>th</sup> day of February 2021.



---

Jana Onyon, Elections Administrator



**City of Glenn Heights Summary Results Report**  
**Special Election to fill a Vacancy**  
**February 2, 2021**

**OFFICIAL RESULTS**  
**(Ellis County Portion Only)**  
**Ellis County, Texas**

**STATISTICS**

	<b>TOTAL</b>	<b>Absentee</b>	<b>EV In- Person</b>	<b>Election Day</b>
Registered Voters - Total	2,708			
Ballots Cast - Total	59	0	29	30
Voter Turnout - Total	2.18%			

**City of Glenn Heights Summary Results Report**  
**Special Election to fill a Vacancy**  
**February 2, 2021**

**OFFICIAL RESULTS**  
**(Ellis County Portion Only)**  
**Ellis County, Texas**

**Glenn Heights Council, PI 3, Unexpired Term (Ellis County Portion Only)**

Vote For 1

	TOTAL	VOTE %	Absentee	EV In-Person	Election Day
Austin T. Kelley	27	45.76%	0	11	16
Travis Bruton	32	54.24%	0	18	14
<b>Total Votes Cast</b>	<b>59</b>	<b>100.00%</b>	<b>0</b>	<b>29</b>	<b>30</b>
Overvotes	0		0	0	0
Undervotes	0		0	0	0

City of Glenn Heights Results by Precinct  
Special Election to fill a Vacancy  
February 2, 2021

OFFICIAL RESULTS  
(Ellis County Portion Only)  
Ellis County, Texas

	STATISTICS		
	Registered Voters - Total	Ballots Cast - Total	Voter Turnout - Total
110-5058	2,708	59	2.18%
<b>Totals</b>	<b>2,708</b>	<b>59</b>	

City of Glenn Heights Results by Precinct  
 Special Election to fill a Vacancy  
 February 2, 2021

OFFICIAL RESULTS  
 (Ellis County Portion Only)  
 Ellis County, Texas

	Glenn Heights Council, PI 3, Unexpired Term (Ellis County Portion Only)				
	VOTE FOR 1				
	Austin T. Kelley	Travis Bruton	Total Votes Cast	Overvotes	Undervotes
110-5058	27	32	59	0	0
<b>Totals</b>	<b>27</b>	<b>32</b>	<b>59</b>	<b>0</b>	<b>0</b>





# CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

**Date: February 16, 2021**

## **SUBJECT**

This agenda item will allow City Council to nominate a candidate for a vacancy on the Ellis Appraisal District Board of Directors (BOD).

## **REPORT IN BRIEF**

Discuss and take action on Resolution R-10-21, a Resolution of the City Council of the City of Glenn Heights, Texas, nominating a candidate for a vacancy on the Ellis Appraisal District Board of Directors for the year 2021.

## **BACKGROUND / DISCUSSION**

Tom Abram, who has served on the Ellis Appraisal District Board of Directors since 2014, submitted his resignation effective February 1, 2021.

The Texas Property Tax Code Section 6.03(l) provides the process for a vacancy on the BOD is filled:

*If a vacancy occurs on the board of directors other than a vacancy in the position held by a county assessor-collector serving as a nonvoting director, each taxing unit that is entitled to vote by this section may nominate by resolution adopted by its governing body a candidate to fill the vacancy. The unit shall submit the name of its nominee to the chief appraiser within 45 days after notification from the board of directors of the existence of the vacancy, and the chief appraiser shall prepare and deliver to the board of directors within the next five days a list of the nominees. The board of directors shall elect by majority vote of its members one of the nominees to fill the vacancy.*

Sections 6.03(a) and 6.035 of the Texas Property Tax Code also provide nominee eligibility requirements:

*To be eligible to serve on the board of directors, an individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date the individual takes office.*

- *An individual who is otherwise eligible to serve on the board is not ineligible because of membership on the governing body of a taxing unit.*
- *An employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the district.*
- *An individual is ineligible to serve if the individual:*
  - *is related within the second degree by consanguinity or affinity, as determined under Chapter 573, Government Code, to an individual who is engaged in the business of appraising property for compensation for use in proceedings under this title or of representing property owners for compensation in proceedings under this title in the appraisal district;*
  - *or owns property on which delinquent taxes have been owed to a taxing unit for more than 60 days after the date the individual knew or should have known of the delinquency unless:*
    - (A) the delinquent taxes and any penalties and interest are being paid under an installment payment agreement under Section 33.02; or*
    - (B) a suit to collect the delinquent taxes is deferred or abated under Section 33.06 or 33.065*
- *An individual is ineligible to serve on an appraisal district board of directors if the individual has engaged in the business of appraising property for compensation for use in proceedings under this title (for use in an ARB hearing or a tax agent) or of representing property owners for compensation in proceedings under this title in the appraisal district at any time during the preceding five years.*

Nominations must be submitted to the Ellis Appraisal District no later than February 19, 2021, in the form of a signed Resolution with the nominee's resume attached.

## **PUBLIC CONTACT**

Not applicable.

**FISCAL IMPACT**

Not applicable.

**RECOMMENDATION / ALTERNATIVES**

Staff recommends City Council nominate a candidate for the Ellis Appraisal District Board of Directors' vacancy for the year 2021.

**PREPARED BY**

Brandi Brown, City Secretary

**REVIEWED BY**

Miamauni Hines, Planner

**ATTACHMENTS**

- I. Resolution R-10-21

**RESOLUTION NO. R-10-21**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, NOMINATING A CANDIDATE FOR THE ELLIS APPRAISAL DISTRICT BOARD OF DIRECTORS VACANCY FOR THE YEAR 2021**

**WHEREAS**, a vacancy has occurred on the Board of Directors of the Ellis Appraisal District; and

**WHEREAS**, Section 6.03 (1) of the Texas Property Tax Code provides that each taxing unit entitled to vote may nominate by resolution one candidate to fill the vacancy and submit those nominations to the Chief Appraiser of the Ellis Appraisal District by Friday, February 19, 2021.

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

**Section 1.** That the City Council hereby authorizes and directs the City Manager or his designee to submit the following nomination to the Chief Appraiser of the Ellis Appraisal District on or before February 19, 2021 as the City’s nominee to fill the vacancy on the Board of Directors of the Ellis Appraisal District for 2021: \_\_\_\_\_.

**Section 2.** That this Resolution shall take effect immediately from and after its passage, and it is, accordingly, so resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Glenn Heights, Texas, this the 16<sup>th</sup> day of February 2021.

**CITY OF GLENN HEIGHTS, TEXAS**

\_\_\_\_\_  
**Harry Garrett, Mayor**

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Victoria W. Thomas, City Attorney  
(020921vwtTM120584)

\_\_\_\_\_  
Brandi Brown, City Secretary







# CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

**Date: February 16, 2021**

## **SUBJECT**

The City Council will hear a Specific Use Permit request by Kim Xiong and US Scripts RX, LLC to allow for a pharmacy to occupy the suite located at 133 W Ovilla Road.

## **REPORT IN BRIEF**

Discuss and first reading of Ordinance O-01-21, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Comprehensive Zoning Ordinance and Zoning Map, as previously amended, by granting a Specific Use Permit with special conditions authorizing 133 West Ovilla Road, Glenn Heights, Texas, being a portion of an approximately 2.158 acres parcel of land known as 119 West Ovilla Road and being Lot 2, Block 1 of Glenn Heights Plaza, Glenn Heights, Ellis County, Texas, more particularly described and depicted in Exhibit "A" attached hereto, currently zoned Retail (R), to be used for a drugstore, pharmacy; providing a repealing clause; providing a conflicts clause; providing a severability clause; and providing an effective date.

## **BACKGROUND / DISCUSSION**

The subject area is located at 133 West Ovilla Road and is currently zoned Retail (R). The parcel to the east is zoned and developed according to the Retail zoning designation and includes a Specific Use Permit for the sale of consumables and gasoline. The parcel to the west is owned and occupied by the Red Oak Independent School District's educational facilities of Little Hawks Learning Center and Donald T Shields Elementary. The parcel to the north is undeveloped but zoned Single Family-1

(SF-1) and the parcel to the south, directly across Ovilla Road (FM 664) is also undeveloped but zoned Retail (R).

The City's Zoning Ordinance defines a *pharmacy* below:

*DRUGSTORE, PHARMACY. A retail store whose primary purpose is to stock and sell all drug, prescription and health-related products.*

Although a pharmacy is considered a retail use, the City's Zoning Ordinance requires the Planning and Zoning Commission and City Council review and approve a Specific Use Permit for the development and/or occupancy of a retail pharmaceutical establishment on any property with the Retail zoning designation. In this case, the applicant is proposing to occupy an established suite of a larger shopping center and only seeks approval of the pharmaceutical use.

#### COMPREHENSIVE PLAN ALIGNMENT

Staff has reviewed this application to determine its compatibility with the City's Future Land Use Map and Comprehensive Plan which designates this area as Retail:

##### Retail

Retail uses typically include establishments which provide merchandise for retail sale and may also include light commercial uses such as lodging and banks. Retail is located in areas with higher visibility and accessibility and contributes additional taxable revenue to the city's coffers through sales taxes generated. In Glenn Heights, retail areas may also include office space.

The proposed development aligns with that of a Retail Development.

#### **FISCAL IMPACT**

The City will collect sales taxes on all taxable products at the standards rate of 0.010000%.

**PUBLIC CONTACT**

Notices were mailed to adjacent property owners within two hundred feet (200') of the subject property by January 29, 2021. Notice was also published in a local newspaper by January 31, 2021 as required by state law and the City of Glenn Heights Comprehensive Zoning Ordinance.

**RECOMMENDATIONS**

Staff recommends approval of the proposed Specific Use Permit as presented. On January 11, 2021, the Planning and Zoning Commission also recommended approval of the Specific Use Permit.

**PREPARED BY**

Miamauni Hines, City Planner

**REVIEWED BY**

Marlon Goff, Director of Planning and Development Services

**ATTACHMENTS**

- I. Ordinance O-01-21

**ORDINANCE O-01-21**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP, AS PREVIOUSLY AMENDED, BY GRANTING A SPECIFIC USE PERMIT WITH SPECIAL CONDITIONS AUTHORIZING 133 WEST OVILLA ROAD, GLENN HEIGHTS, TEXAS, BEING A PORTION OF AN APPROXIMATELY 2.158 ACRES PARCEL OF LAND KNOWN AS 119 WEST OVILLA ROAD AND BEING LOT 2, BLOCK 1 OF GLENN HEIGHTS PLAZA, GLENN HEIGHTS, ELLIS COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A" ATTACHED HERETO, CURRENTLY ZONED RETAIL (R), TO BE USED FOR A DRUGSTORE, PHARMACY; PROVIDING A REPEALING CLAUSE; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, after public notice and public hearing as required by law, the Planning and Zoning Commission of the City of Glenn Heights, Texas, has recommended the amendment of the Comprehensive Zoning Ordinance and Map of the City of Glenn Heights, Texas, as previously amended, by changing the zoning to add a specific use permit with special conditions to allow for the sale of pharmaceutical consumables on land zoned Retail (R) commonly known as 133 West Ovilla Road and being a portion of an approximately 2.158 acres tract of land described as Lot 2, Block 1 of Glenn Heights Plaza, more commonly known as 119 West Ovilla Road, Glenn Heights, Ellis County, Texas; and

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

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

**SECTION 1.** All of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** The Comprehensive Zoning Ordinance and Map of the City of Glenn Heights, as heretofore amended, be and they are hereby further amended by granting a Specific Use Permit with special conditions to allow for Drugstore, Pharmacy Use, as defined in the Comprehensive Zoning Ordinance on land presently zoned Retail (R) located at 133 West Ovilla Road and being a portion of an approximately 2.158 acres tract of land described as Lot 2, Block 1 of Glenn Heights Plaza, more commonly known

as 119 West Ovilla Road, Glenn Heights, Ellis County, Texas and more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

**SECTION 3.** The Property shall be used only in the manner and for the purposes provided for in the City's Code of Ordinances, including the Comprehensive Zoning Ordinance and Map, as heretofore amended, and such use, under the Specific Use Permit established and described in Section 2 herein, shall be and is hereby made subject to the following special conditions and requirements:

1. The Specific Use Permit shall be specific to the owner/applicant US Scripts Rx, LLC, and the location 133 West Ovilla Road and may not be transferred to another person, entity, or location without the approval of the City Council of the City of Glenn Heights, Texas. No other person, company, business, or legal entity may operate a drugstore, pharmacy on the Property. The Special Use Permit automatically terminates upon any change in the ownership or operation.
2. There must be general compliance with all applicable local and state laws regulating said business activity and license and all licenses applicable to the business operations in full force, effect and of good standing.
3. No service attendants, hawkers, peddlers, soliciting, or attracting business from the exterior of the establishment or other outdoor activities is permitted.
4. There may be no creation of nuisance by unreasonable odor, noise, glare, litter or unsightly matter, and there must be general compliance with health and sanitation ordinances and state laws regulating said business activities.
5. No outdoor storage is permitted.
6. All signage shall comply with the City's sign ordinance as it exists and as it may be amended at the time of submission of a sign permit application. No neon sign is permitted.
7. The building exterior shall not include security bars over windows or doors.
8. There shall be a minimum of one (1) parking space dedicated towards this business per two hundred (200) square feet of gross floor area of the occupied suite.
9. Any violations of the terms and conditions of the SUP shall render the same null and void without necessity of further hearing.

**SECTION 4.** All Ordinances, Orders, or Resolutions heretofore passed and adopted by the City Council of the City of Glenn Heights, Texas, are hereby repealed to

the extent that said Ordinances, Orders, or Resolutions, or parts thereof, are in conflict herewith.

**SECTION 5.** If any section, article, paragraph, sentence, clause, phrase, or word in this Ordinance is held invalid, illegal, or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

**SECTION 6.** An offense committed before the effective date of this Ordinance is governed by the prior law and the provisions of the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

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

**SECTION 8.** This Ordinance shall take effect immediately and after its passage and adaption.

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS ON THIS THE \_\_\_ DAY OF \_\_\_\_\_ 2021.

APPROVED:

\_\_\_\_\_  
Harry A. Garrett, Mayor

ATTEST:

\_\_\_\_\_  
Brandi Brown, City Secretary

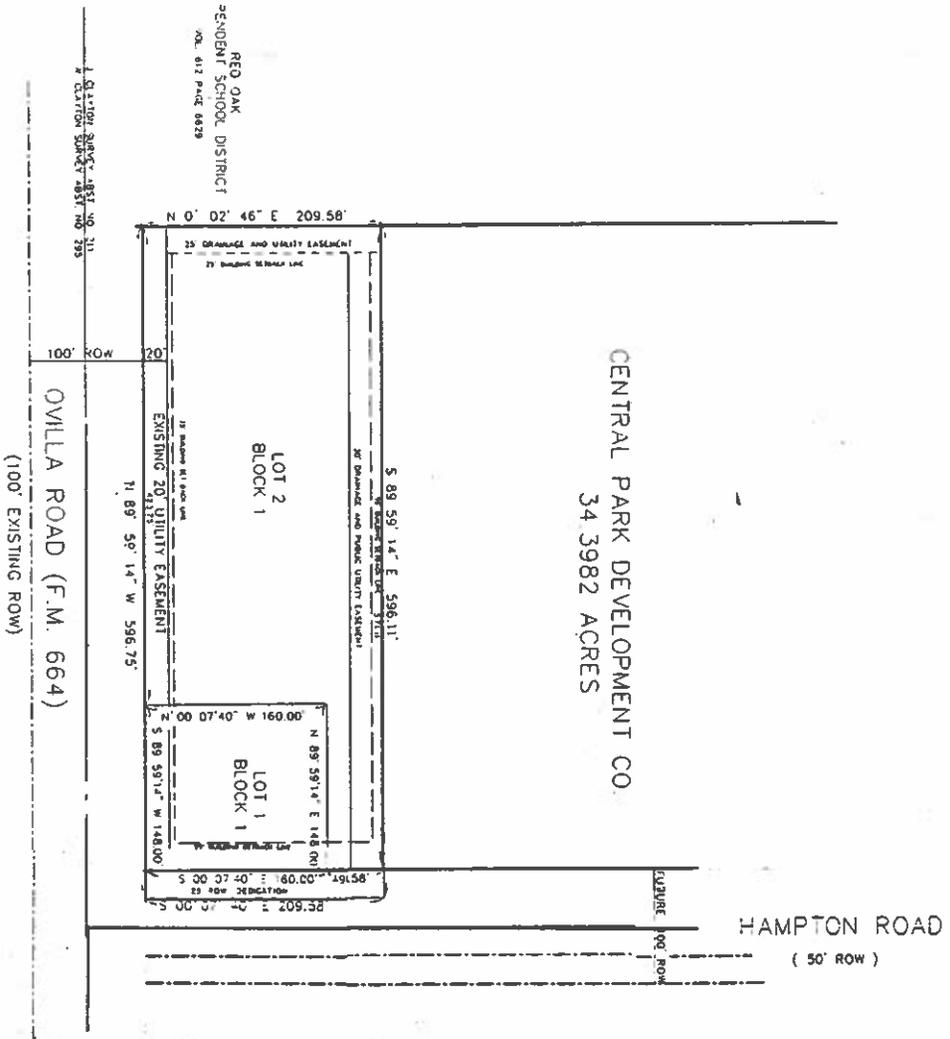
APPROVED AS TO FORM:

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Victoria Thomas, City Attorney  
(020921vwtTM120586)



2P+2



CENTRAL PARK DEVELOPMENT CO.  
34.3982 ACRES

HAMPTON ROAD  
(50' ROW)

OVILLA ROAD (F.M. 664)  
(100' EXISTING ROW)

DEVELOPER

CENTRAL PARK DEVELOPMENT COMPANY  
15110 DALLAS PARKWAY SUITE 902  
DALLAS, TEXAS 75248  
CONTACT: DAVID SIMONT  
214 392 4444

PREPARED BY

GLENN HEIGHTS PLAZA ADDITION  
FINAL PLAN

1" = 50'



*David Simont*  
2/11/01

THESE PLANS WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL CITY, STATE AND FEDERAL REQUIREMENTS AND I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY OF ANY KIND FOR THE ACCURACY OR COMPLETENESS OF THESE PLANS. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY OF ANY KIND FOR THE ACCURACY OR COMPLETENESS OF THESE PLANS. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY OF ANY KIND FOR THE ACCURACY OR COMPLETENESS OF THESE PLANS.

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# CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

**Date: February 16, 2021**

## **SUBJECT**

The City Council will hear a rezoning request by Brett Hess and Hachie Properties, LLC for a new Planned Development with a mixed-use base zoning of Commercial and Multifamily Residential.

## **REPORT IN BRIEF**

Discuss and first reading of Ordinance O-03-21, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Zoning Ordinance and Map of the City of Glenn Heights, as heretofore amended, by granting a change in zoning for a 20.702-acre property commonly known as 1215 East Bear Creek Road, Glenn Heights, Texas and being a 20.702-acre parcel situated in the James Porter Survey, Abstract No. 1129, Glenn Heights, Dallas County, Texas more particularly described and depicted in Exhibit "A" attached hereto (the "Property"), from Single Family Residential-1 (SF-1) to Planned Development-26, Commercial and Multifamily ("PD-26/C & MF") to allow for the development of a mixed use development containing up to 18 multifamily units per acre, mixed commercial, and open space facilities; providing for the approval of and required development in accordance with the development regulations attached hereto as Exhibit "B", providing for the approval of the concept plan and park plan attached hereto as Exhibit "C"; providing a repealing clause; providing a severability clause; providing a savings clause; providing for a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing for an effective date.

## **BACKGROUND / DISCUSSION**

The subject area is located at 1215 East Bear Creek Road and is currently zoned Single Family-1 (SF-1). To the east and west, the property is surrounded by parcels zoned and developed according to the City's Commercial zoning district. To the north, the property abuts a parcel owned by DeSoto ISD and, to the south, Bear Creek Road, Gateway Park, and the DART Park and Ride Station.

A Planned Development (PD) district is a tool to permit new or innovative concepts in land utilization not permitted by other zoning districts in the City Zoning Ordinance, to ensure the compatibility of land uses, and to allow for the adjustment of changing demands to meet the current needs of the community. This tool requires that one or more of the following purposes are met:

- A. To provide for a superior design on lots or buildings;

*The proposed Development Standards provides for a uniform, master planned mixed-use development with open space and amenities for the enjoyment of the community.*

- B. To provide for increased recreation and open space opportunities for public use and enjoyment;

*The proposed development includes different areas for open space and outdoor activities.*

- C. To provide amenities or features that would be of special benefit to the property users or to the overall community;

*The multifamily development shall include a swimming pool, fitness center, business center, community room, outdoor grill area, children's playground, and a pedestrian walking trail.*

- D. To protect or preserve natural amenities and environmental assets such as trees, creeks, ponds, floodplains, slopes viewsapes, or wildlife habitats;

*The proposed concept plan was designed in such a way as to preserve a natural drainage area and most of the existing landscape.*

- E. To protect or preserve existing historical buildings, structures, features or places;

*There are no structures or buildings of historical significance to preserve on the petitioned site.*

F. To provide an appropriate balance between the intensity of development and the ability to provide adequate supporting public facilities and services; and

*The Future Land Use Map dedicates this site for retail development. However, considering the current market and the City’s need for both diverse housing options and retail space, Staff believes that the site is perfect for this mix of uses. The proposed development also considers the expansion of Bear Creek Road and alignment with major intersections per the City’s thoroughfare plan.*

G. To meet or exceed the standards of this Ordinance.

*The table below illustrates how the proposed Planned Development compares to traditional MF zoning standards:*

	MF Standards	Proposed Standards
Minimum Unit Floor Area	efficiency – 500 sq. ft. 1 bedroom – 800 sq. ft. 2 bedroom – 950 sq. ft. 3 bedroom – 1,100 sq. ft.	1 bedroom – 800 sq. ft. 2 bedroom – 950 sq. ft. 3 bedroom – 1,100 sq. ft.
Maximum Density	14 units per acre	18 units per acre
Maximum Lot Coverage	60%	60%
Size of Yards	minimum front yard – 40’ minimum side yard – 75’	minimum front yard – 40’ minimum side yard – 75’
Parking	2 spaces per unit, some enclosed spaces	1.7 spaces per unit; no enclosed or covered spaces
Site Amenities	swimming pool common areas community/recreation center	resort style swimming pool fitness center business center community room gazebo with BBQ grills children’s playground
Accessory Buildings	15’	30’
Unit Mix	Efficiency – maximum 15% 1 & 2 bedroom – minimum 75% 3 bedroom – maximum 10%	1 bedroom – minimum 25% 2 bedroom – minimum 50% 3 bedroom – maximum 25%
Screening	full security gating	full security gating

Landscaping	90% of the street yard and 20% of the total area shall be devoted to a combination of landscaping and usable open space	90% of the street yard and 20% of the total area shall be devoted to a combination of landscaping and usable open space
Building Size	maximum building length – 200'	maximum building length – 250'

### CONCEPT PLAN REVIEW AND EVALUATION

The Development Review Committee met and performed Concept Plan review and evaluation with respect to the following:

- The Plan's compliance with all provisions of the Zoning Ordinance and other ordinances of the City.
- The impact of the development relating to the preservation of existing natural resources on the site and the impact on the natural resources of the surrounding properties and neighborhood.
- The relationship of the development to the base zoning standards in terms of harmonious design, façade treatment, setbacks, maintenance of property values, and any possible negative impacts.
- The provision of a safe and efficient vehicular and pedestrian circulation system.
- The coordination of streets so as to arrange a convenient system consistent with the Thoroughfare Plan of the City as adopted and amended.
- The use of landscaping and screening to provide adequate buffers to shield lights, noise, movement, or activities from adjacent properties when necessary, and to complement and integrate the design and location of buildings into the overall site design.
- The location, size, accessibility, and configuration of open space areas to ensure that such areas are suitable for intended recreation and conservation uses.
- Protection and conservation of watercourses and areas that are subject to flooding.
- Consistency with the Comprehensive Master Plan of the City as adopted or amended.

## COMPREHENSIVE PLAN ALIGNMENT

Staff has reviewed this application to determine its compatibility with the City's Future Land Use Map and Comprehensive Plan which designates this area as Retail (R):

### Retail

Retail uses typically include establishments which provide merchandise for retail sale and may also include light commercial uses, such as lodging and banks. Retail is located in areas with higher visibility and accessibility and contributes additional taxable revenue to the city's coffers through sales taxes generated. In Glenn Heights, retail areas may also include office spaces

Considering the current market, the site's close proximity to low density residential developments, and the City's need for both diverse housing options and retail space, Staff believes that the site is perfect for this mix of uses.

## **FISCAL IMPACT**

Once fully developed, the City would collect \$0.833523 per \$100 assessed valuation. The retail establishments may also increase the City's sales tax revenue stream.

## **PUBLIC CONTACT**

Notices were mailed to adjacent property owners within two hundred feet (200') of the subject property by January 29, 2021. Notice was also published in a local newspaper by January 31, 2021 as required by state law and the City of Glenn Heights Comprehensive Zoning Ordinance.

## **RECOMMENDATIONS / ALTERNATIVES**

Staff recommends approval of the proposed Planned Development as presented.

## **PREPARED BY**

Miamauni Hines, Planner

**REVIEWED BY**

Marlon Goff, Planning and Development Services Director

**ATTACHMENTS**

- I. Ordinance O-03-21

**ORDINANCE O-03-21**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF GLENN HEIGHTS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FOR A 20.702-ACRE PROPERTY COMMONLY KNOWN AS 1215 EAST BEAR CREEK ROAD, GLENN HEIGHTS, TEXAS AND BEING A 20.702-ACRE PARCEL SITUATED IN THE JAMES PORTER SURVEY, ABSTRACT NO. 1129, GLENN HEIGHTS, DALLAS COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A" ATTACHED HERETO (THE "PROPERTY"), FROM SINGLE FAMILY RESIDENTIAL-1 (SF-1) TO PLANNED DEVELOPMENT-26, COMMERCIAL AND MULTIFAMILY ("PD-26/C & MF") TO ALLOW FOR THE DEVELOPMENT OF A MIXED USE DEVELOPMENT CONTAINING UP TO 18 MULTIFAMILY UNITS PER ACRE, MIXED COMMERCIAL, AND OPEN SPACE FACILITIES; PROVIDING FOR THE APPROVAL OF AND REQUIRED DEVELOPMENT IN ACCORDANCE WITH THE DEVELOPMENT REGULATIONS ATTACHED HERETO AS EXHIBIT "B", PROVIDING FOR THE APPROVAL OF THE CONCEPT PLAN AND PARK PLAN ATTACHED HERETO AS EXHIBIT "C"; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**SECTION 1.** The Zoning Ordinance and Map of the City of Glenn Heights, Texas, as heretofore amended, be, and the same are hereby further amended by granting a change in zoning for a 20.702-acre property commonly known as 1215 East Bear Creek Road (proposed 1215 Crossing), Dallas County, Texas and being a 20.702-acre parcel situated in the James Porter Survey, Abstract No. 1129, Dallas County, Texas, more particularly described and depicted on Exhibit "A" attached hereto and incorporated herein (the "Property"), from Single Family Residential-1 (SF-1) to Planned Development-

26/Commercial and Multifamily (“PD-26/C & MF”) to allow for the development of a mixed use development containing up to 18 multifamily units per acre, mixed commercial, and open space facilities in accordance with the Development Regulations and Concept and Park Plan as set forth in this Ordinance.

**SECTION 2.** The Property shall be used and developed in accordance with all building regulations, zoning ordinances, subdivision regulations, and any other applicable ordinances of the City, except as may be specifically amended herein including compliance with the Planned Development District Regulations attached hereto and incorporated herein as Exhibit “B” (Development Regulations).

**SECTION 3.** The Property shall be used and developed substantially as depicted on the Concept Plan and Park Plan attached hereto and incorporated herein as Exhibit “C”, said Concept Plan and Park Plan being hereby approved as part of the Development Regulations.

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

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

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

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

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

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF  
GLENN HEIGHTS, TEXAS ON THIS THE \_\_\_ DAY OF \_\_\_\_\_ 2021.

APPROVED:

\_\_\_\_\_  
Harry A. Garrett, Mayor

ATTEST:

\_\_\_\_\_  
Brandi Brown, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Victoria Thomas, City Attorney  
(020921VWTtm120580)



BEGINNING AT A ¼-INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID VALK TRACT LYING IN THE NORTH RIGHT-OF-WAY LINE OF EAST BEAR CREEK ROAD (A CALLED 80-FOOT WIDE RIGHT-OF-WAY) AND FROM WHICH A ½-INCH IRON ROD FOUND BEARS N 20° E 1.2 FEET;

THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID VALK TRACT WITH THE SAID NORTH RIGHT-OF-WAY LINE OF EAST BEAR CREEK ROAD AS FOLLOWS:  
NORTHWESTERLY, 76.47 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 5759.40 FEET, A CENTRAL ANGLE OF 00° 45' 39" AND A CHORD BEARING N 88° 37' 44" W, 76.47 FEET TO A ½-INCH IRON ROD FOUND AT THE END OF SAID CURVE;  
N 89° 37' 49" W, 853.35 FEET TO A ½-INCH IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED "SUR-TEX" IN A 1-INCH PIPE AT THE SOUTHWEST CORNER OF SAID VALK TRACT;

THENCE N 00° 00' 05" E, AT 30.18 FEET PASSING A ½-INCH IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED "SUR-TEX" AND CONTINUING IN ALL A TOTAL DISTANCE OF 1115.42 FEET ALONG THE WEST BOUNDARY LINE OF SAID VALK TRACT TO A POINT AT THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO DESOTO INDEPENDENT SCHOOL DISTRICT RECORDED IN CLERK'S FILE NO. 200600442869 OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS, LYING IN THE APPROXIMATE CENTERLINE OF BEAR CREEK AND LYING S 00° 00' 05" W, 238.05 FEET FROM A ½-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF LOT 9, BLOCK 8, MEADOW CREEK ESTATES, AN ADDITION TO THE CITY OF GLENN HEIGHTS, DALLAS COUNTY, TEXAS ACCORDING TO THE PLAT RECORDED IN CLERK'S FILE NO. 201000169592 OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID DESOTO INDEPENDENT SCHOOL DISTRICT TRACT WITH THE SAID APPROXIMATE CENTERLINE OF BEAR CREEK AS FOLLOWS:

N 65° 19' 36" E, 147.84 FEET TO A POINT;

N 78° 41' 36" E, 90.30 FEET TO A POINT;

S 88° 18' 04" E, 120.00 FEET TO A POINT;

N 73° 07' 26" E, 64.30 FEET TO A POINT;

S 32° 09' 54" E, 133.50 FEET TO A POINT;

S 86° 32' 34" E, 117.50 FEET TO A POINT;

S 55° 55' 42" E, 104.49 FEET TO A POINT IN THE NORTHERLY BOUNDARY LINE OF AFORESAID VALK TRACT BEING THE MOST NORTHERLY CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO MAUREEN MURPHY RECORDED IN CLERK'S FILE NO. 201500236585 OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID VALK TRACT AS FOLLOWS:

S 49° 08' 18" W, 200.00 FEET WITH THE NORTHWEST BOUNDARY LINE OF SAID MURPHY TRACT TO A 3/8- INCH IRON ROD FOUND AT THE MOST WESTERLY CORNER THEREOF;

S 40° 50' 42" E, 120.00 FEET WITH THE SOUTHWEST BOUNDARY LINE OF SAID MURPHY TRACT TO A 3/8- INCH IRON ROD FOUND AT THE MOST SOUTHERLY CORNER THEREOF BEING THE MOST WESTERLY CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO MAUREEN MURPHY RECORDED IN CLERK'S FILE NO. 201100336228 OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS;

S 40° 38' 50" E, 492.14 FEET WITH THE SOUTHWEST BOUNDARY LINE OF SAID MURPHY TRACT TO A 3/8- INCH IRON ROD FOUND AT THE MOST SOUTHERLY CORNER THEREOF FROM WHICH A 5/8-INCH IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED "TRAVIS SURVEYING" BEARS S 41° 12' E, 4.0 FEET;

THENCE S 00° 20' 59" E, 443.67 FEET ALONG THE EAST BOUNDARY LINE OF SAID VALK TRACT TO THE PLACE OF BEGINNING, CONTAINING 20.710 ACRES OF LAND.

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**EXHIBIT "B"**

**PLANNED DEVELOPMENT DISTRICT REGULATIONS**

**1215 Crossing**

**City of Glenn Heights, Texas**

**February 2021**

**Development Regulations**

**Table of Contents**

**PART 1. PURPOSE AND INTENT**

**PART 2. EXHIBITS**

**PART 3. DEFINITIONS**

**PART 4. ALLOCATION OF LAND USES**

**PART 5. RELATIONSHIP TO CITY OF GLENN HEIGHTS COMPREHENSIVE ZONING  
ORDINANCE**

**PART 6. PERMITTED USES**

**PART 7. GENERAL DESIGN STANDARDS**

## **PART 1. PURPOSE AND INTENT**

### **1.01 General**

The Planned Development district is a mixed-use development located in the heart of the City, convenient to major roadways without sacrificing the beauty of the setting, and purposefully designed for high quality rental housing along that is appointed with luxury amenities and situated among commercial and open-space recreational uses that blend a high quality lifestyle.

The rental community, to be known as 1215 Crossing or such other name as may be set for the community, has been conceived as a luxury rental community up 18 units/acre with high end amenities such as a resort style swimming pool, fully appointed fitness center, other recreational areas and business center inside one or more common buildings that may also contain an event room, children's play area and a conference room. Purposeful design may include giving each rental unit a balcony or a patio and well landscaped courtyards throughout the property that will feel parklike in its setting, with the overall goal of fostering and maintaining high quality standards in the community.

Abutting Bear Creek Road may be two or more lots for future commercial business. These lots may be developed to be compatible uses for the residential community to be located behind this commercial frontage and to provide walkability to and from the residential community. Compatible uses could be restaurants, urgent care or retail uses. Such lots may also feature mixed uses of commercial and multifamily residential.

Within the Planned Development may be open or park space, part of which may sit in low flood prone land. This open space will offer a beautiful, useful amenity to the residents of the rental community.

The total acreage of this Planned Development is 21 +/- acres (Property). The Development shall consist of two (2) districts. District 1 will be up to 15 acres of land with multiple buildings up to four stories with common open space areas and may feature common amenities such as a club house, recreational facilities, and landscaping. District 2, being land in-between District 1 and Bear Creek Road, may include Retail and/or neighborhood services uses with possible mixed use, such as residential facilities located above retail and/or neighborhood services uses.

### **1.02 Planned Development District**

The Planned Development District, as defined under the City of Glenn Heights' Comprehensive Zoning Ordinance, is intended to accommodate multiple family dwellings as well as retail and neighborhood services and open space. Except as set forth in these Regulations, the Planned Development District will be planned and developed in accordance with planned development provisions of the City of Glenn Heights' Comprehensive Zoning Ordinance including, without limitation, Exhibit A to Chapter 14 and the City's Subdivision Regulations contained in Chapter 10).

## **PART 2. DEFINITIONS**

- A. The term "Multifamily Development" as described in this PD shall refer to a multi-family dwelling, or a complex of dwellings, consisting of up to 18 units/acre.

### PART 3. ALLOCATION OF LAND USES

Table 1 — Estimated Land Use Allocation

Land Use	Est. Acres	Est. Percentage of PD
Multifamily Residential/Open Space/Parks	15	72%
Commercial or Mixed Commercial/Office/Multifamily	6	28%
Total PD Acres & Percentages	21	100%

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

In the event of a conflict or inconsistency between the written the provisions of the enabling Ordinance of these Regulations and the provisions of the City of Glenn Heights' Comprehensive Zoning Ordinance, the provisions and intent of the enabling Ordinance No. 0-1615 shall control. In the event of a conflict or inconsistency between the written requirements of this ordinance and any information contained on the attached Concept Plan, the written requirements of the enabling Ordinance No. 0-16-15 and these Regulations shall control. These Regulations, together with the applicable provisions of the enabling Ordinance No. 0-16-15 and the applicable provisions of the City of Glenn Heights' Comprehensive Zoning Ordinance and Subdivision Regulations, shall constitute all the development standards that are applicable to the Subdivision. Any approved Preliminary or Final Subdivision Plat must substantially conform to the applicable approved Concept Plan.

### PART 5. PERMITTED USES

5.01 *District 1— Multifamily Tract.* The permitted uses in the District 1 — Mutifamily Tract of the PD shall be consistent with the Exhibits B and C as well as the General Design Standards herein described for this district.

5.02 *District 2 — Commercial Tract.* The permitted uses in the District 2 — Commercial Tract of the PD shall conform to the lists below and follow the City's design and standards for those uses, and if any multifamily residential use is made of District 2, the ground floor and if desired lower floor(s) use of improvements in District 2 shall conform to the lists below and improvements consistent with the use referenced in 6.01 above may be located above such ground and lower floor uses.

The following uses are permitted uses:

- (a) General Retail Store
- (b) Retail
- (c) Urgent Care or Medical Office
- (d) Religious Institution
- (e) Office
- (f) Civic Use
- (g) Community Facilities
- (h) Restaurant

List of Prohibited Uses:

- (i) Industrial
- (j) Outdoor Storage
- (k) Pawnshop
- (l) Sexually Oriented Business
- (m) Jail
- (n) Halfway House
- (o) Automotive Repair or Sales
- (p) Substance Abuse Treatment Facility
- (q) Telecommunications/Cellular tower
- (r) Hotel or Hostel
- (s) Kiosks

5.03 District 3 — Open Space Tract. The permitted uses in the District 3 — Open Space Tract of this PD shall conform to an open space and parklike use and no residential, commercial or otherwise uses shall apply to this district.

## **PART 6. GENERAL DESIGN STANDARDS**

601 City Building Permits. All development of and construction within the Planned Development will be subject to obtaining building permits from the City in accordance with the City's applicable rules and regulations governing such permits.

602 District 1 — Multifamily Tract Standards.

(a) District Size — 15 Acres as described in Exhibit A plus part of District 2 if mixed use

(b) Density — Multiple-family units; maximum eighteen (18) units an acre

(c) Permitting — Multifamily Development is planned to be developed first along with Open Space uses and will be allowed to obtain all permits and approvals according to codes and requirements before non-Provisional District uses are developed

(d) Unit Floor Area - A Multifamily Development dwelling unit shall have a minimum square feet of floor area, excluding common corridors, basements, open and screened porches or decks, and garages as follows:

Studio units will be a minimum of 500 square feet.

One bedroom units will be a minimum of 800 square feet.

Two bedroom units will be a minimum of 950 square feet.

Three bedroom units will be a minimum of 1,100 square feet.

(e) Minimum Lot Coverage — There shall not be a minimum/maximum lot coverage as long as the Site Plan materially adheres to Exhibit B.

(f) Building Separation — There shall not be a minimum building separation as long as the Site Plan materially adheres to Exhibit B.

(g) Building Length - Buildings shall not exceed two hundred fifty feet (250') horizontally.

(h) Parking - Parking regulations as provided shall apply to Multifamily Development as follows:

- a. A minimum parking ratio of 1 space per studio unit, one space per 1-bedroom unit, 1.5 spaces per 2-bedroom unit, and 2 spaces per 3-bedroom unit; and
- b. No enclosed or covered spaces are required, but are permitted; and
- c. No screening of parking shall be required.
- d. Each standard off-street surface parking space shall be in accordance with the design standards for space size and design as set forth below.
  - i. Standard: Nine feet by eighteen feet (9' x 18'), exclusive of access drives and aisles.

(i) Site Amenities — The Multifamily Development may include the following site amenities or other common amenities as part of the site plan instead of one playground for each fifty dwelling units as described in Article XIII Provisional District Special Requirements:

- a. Swimming pool with fountains;
- b. Furnished fitness center including stationary bicycle, elliptical trainer, treadmill and other equipment;
- c. Business center;
- d. Fully appointed clubhouse with community room, activities room, free common area Wi-Fi, and coffee bar;
- e. Gazebo and pergolas with sitting areas, a minimum of 3 grills and a minimum of 6 picnic tables; and
- f. Playground for children.

(j) Maximum Height — the Multifamily Development shall not exceed 4 stories in height for multifamily residential building.

(k) Accessory Buildings — the accessory buildings, including any item attached to its roof, shall not exceed 30' at its tallest point.

(l) Sidewalks - The minimum width of any sidewalk parallel and adjacent to head-in parking spaces shall be five feet (5').

(m) Minimum Exterior Construction Standards — All exterior wall elevations of each primary structure shall be constructed of eighty percent (80%) masonry construction to include brick, stone, granite or marble, stucco; excluding doors and windows and balconies. Cement siding may consist of no more than twenty percent (20%) of all exterior wall elevations.

(n) HVAC Screening —

- a. All mechanical, heating, and air-conditioning units facing Bear Creek Road shall be hidden from view; and
- b. Mechanical equipment on the ground shall be screened with landscaping or hard screening with material approved for use in the planned development, preferably of consistent color, material and design as the main structure. Plant material may not screen 100% upon construction completion but will be acceptable if reasonably expected to mature and screen provided approved plants are used.

(p) Fencing & Screening —

Multifamily shall have wrought iron fence surrounding the property and have a security gate at each point of ingress/egress. No masonry wall shall be required adjacent to residential. Instead, Multifamily shall provide a combination green wall areas of suitable vegetation and wood cedar fence (steel post, 3 stringers, and 2x6 treated base for termite barrier) panels to mitigate site lines. Plant material will not be 6' tall or provide 100% screening upon construction completion, but will mature to provide screening. Fencing shall be constructed on the east boundary of District 1 of the Planned Development, of eight-foot solid fencing of good quality such as stained cedar wood privacy fencing with masonry columns, harmonious with the architecture of the multifamily buildings.

(q) Refuse Facilities —

- a. Multifamily buildings shall be located within two hundred feet (200') to refuse facilities as defined in Exhibit B; and
- b. Multifamily development shall have a total of at least 6 refuse containers located generally around the site for easy access from each residential building. Any trash/recycling receptacles or any garbage, refuse and trash/recycling collection and storage areas visible from public right-of-way shall be screening by minimum six feet (6') tall solid, masonry wall on all three sides with an opaque metal gate on the fourth side that to be used for garbage pickup services and secure the trash storage area.

(r) Landscape Area Requirements —

- a. Landscape plan will be provided for review and approval by City staff. Native and drought tolerant plants will be utilized per approved Glenn Heights plant List and approved alternates, and will provide well thought out coverage; and
- b. An irrigation system must be provided with all landscape plans. Irrigation plans will be submitted after permitting. Irrigation plans shall comply with the design standards set forth by the Texas Commission on Environmental Quality, in 30 Tex. Admin. Code Ch. 344, landscape irrigation.

(t) Site Plan Approval — The Site Plan attached as Exhibit B shall be approved conceptually and as long as a final site plan does not materially differ from Exhibit B, it shall be approved as a part of this Planned Development. Alternate site plans may be permitted so long as the quality and integrity of the overall Planned Development is maintained.

**Exhibit "B"**  
**1215 Crossing**  
 Provisional District Comparisons

<b>Provisional District</b>	<b>1215 Crossing</b>	<i>Explanation</i>	
Density	Max 14 Units Per Acre	Max 18 Units Per Acre	18 units per acre is considered a suburban MF density
MF as Percentage of Development	Max 15%	72% or greater if District 2 includes multifamily	
Permitting	Certificate of occupancy for non MF must be issued before MF	MF allowed to be permitted first	
Unit Floor Area	Studio = 500 sq ft One bedroom = 800 sq ft two bedroom = 950 sq ft three bedroom = 1,100 sq ft	Standard Met Standard Met Standard Met	
Minimum Lot Coverage	Min Lot width = 100' Min Lot depth = 120'	Standard Met Standard Met	
Minimum Lot Area	3,000 sq ft per dwelling unit = 14 units per acre	18 units per acre on up to 15 acres	
Maximum Lot Coverage	60%	Standard Met	
Size of Yards	Minimum front yard = 40' Minimum side yard = 75'	Standard Met Standard Met	
Parking	2 enclosed spaces = 1 bedroom  2 enclosed spaces & one covered space = 2 & 3 bedrooms	1 space per studio/single bedroom unit; 1.5 spaces per two bedroom unit; 2 spaces per three bedroom unit; enclosed or covered spaces optional	The provisional district standard would result in the development being grossly overparked

Site Amenities	None Required	resort style swimming pool fitness center business center community room gazebo and BBQ grills Children's playground	1215 Crossing will be a fully appointed rental community with amenities that rival the nicest communities in DFW
Accessory Buildings	Max Height of 15'	Max Height of 30'	1215 Crossing may have a clubhouse as part of its residential amenities. An arbitrary height does not serve a purpose for this development.
Unit Mix	Studio, One & two bedroom = minimum of 90% three bedroom = max of 10%	Studio/One bedroom = minimum 25% Two Bedroom = min. 50% Three Bedroom = max. 25%	
Exterior Construction	100% Masonry	80% Masonry 20% Cement Siding	See our attached elevations for possible design. 100% masonry can look institutional and we prefer to use materials of high quality and designed in a way that is beautiful
HVAC Screening	All screened and hidden from view	facing Bear Creek Road will be screened	It is incredibly difficult to completely hide HVAC equipment but our site plan creates the best use of open space and landscape areas
Fencing	Screening required but no fence is required	Wrought Iron Fence and privacy fence along east boundary of residential area	1215 Crossing will be a fully gated community
Refuse Facilities	All units to be within 200' of a refuse facility	all buildings to be located within 200' of a refuse facility	Dumpsters will be located evenly throughout the development that will provide more than adequate refuse facilities

Landscape	90% of the street yard and 20% of the total lot area shall be devoted to a combination of landscaping and usable open space	Standard to be met or exceeded	
Building size	Buildings shall not exceed 200' in length	Maximum building length 250'	

## Exhibit C - Concept Plan & Park Plan







# CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

**Date: February 16, 2021**

## **SUBJECT**

This item will allow the City Council to consider an Ordinance granting Atmos Energy a new franchise agreement.

## **REPORT IN BRIEF**

Discuss and first reading of Ordinance O-04-21, an Ordinance of the City Council of the City of Glenn Heights, Texas, reviving, extending and ratifying, for the period from November 1, 2019 to December 31, 2020, the franchise agreement, granted to Lone Star Gas Company, predecessor in interest of Atmos Energy Corporation, as amended; granting to Atmos Energy Corporation, its successors and assigns, a franchise, effective January 1, 2021, to construct, maintain, and operate pipelines and equipment in the City of Glenn Heights, Dallas county, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said city for all purposes; providing for the payment of a fee or charge for the use of the public rights-of-ways; and providing that such fee shall be in lieu of other fees and charges, excepting ad valorem taxes; and repealing all previous gas franchise Ordinances.

## **BACKGROUND / DISCUSSION**

The current franchise agreement with Atmos Energy expired on November 1, 2019. City Staff has been working with Atmos Energy to develop a new franchise agreement that meets the needs of the both the City and Atmos Energy. The attached ordinance is the result of these efforts. It grants Atmos Energy a new franchise that will expire on

December 31, 2040. The new franchise increases the franchise fee paid by Atmos from 4% to 5% of their gross revenues within the City of Glenn Heights.

**PUBLIC CONTACT**

Not applicable.

**FISCAL IMPACT**

In fiscal year 2019 – 20 we received \$56,690, in annual franchise payments paid by Atmos Energy.

**RECOMMENDATION / ALTERNATIVES**

Staff recommends approval of the ordinance.

**PREPARED BY**

Phill Conner, Finance Director

**REVIEWED BY**

Marlon Goff, Planning and Development Director

**ATTACHMENTS**

- I. Ordinance O-04-21

AN ORDINANCE OF THE CITY OF GLENN HEIGHTS, TEXAS  
ORDINANCE NO: O-04-21

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS REVIVING, EXTENDING AND RATIFYING, FOR THE PERIOD FROM NOVEMBER 1, 2019 TO DECEMBER 31, 2020, THE FRANCHISE AGREEMENT, GRANTED TO LONE STAR GAS COMPANY, PREDECESSOR IN INTEREST OF ATMOS ENERGY CORPORATION, AS AMENDED; GRANTING TO ATMOS ENERGY CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE, EFFECTIVE JANUARY 1, 2021, TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE CITY OF GLENN HEIGHTS, DALLAS COUNTY, TEXAS, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID CITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE PUBLIC RIGHTS-OF-WAYS; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; AND REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES.**

**WHEREAS**, Atmos Energy Corporation is engaged in the gas utility business in the State of Texas and the City of Glenn Heights, Texas (“City”) and is using the public streets, alleys, grounds, and rights-of-way within the City for that purpose under the terms of a franchise ordinance duly passed by the governing body of the City, being Ordinance No. 542-94, passed on October 17, 1994\_(the “Original Franchise Agreement”) and accepted by Atmos’s predecessor in interest Lone Star Gas Company on November 1, 1994, a true and correct copy of said Original Franchise Ordinance being attached hereto and incorporated herein by reference as Exhibit “A”; and

**WHEREAS**, by Ordinance No. 736-02, adopted by the City Council of the City of Glenn Heights on October 21, 2002 and accepted by Atmos’ predecessor in interest TXU Gas Distribution on December 23, 2002, certain terms and conditions of the Original Franchise Agreement were amended (the Amending Franchise Ordinance)( a true and correct copy of said Amending Franchise Ordinance being attached hereto and incorporated herein by reference as Exhibit “B”; and

**WHEREAS**, the Original Franchise Agreement, as amended by the Amending Franchise Ordinance, expired on November 1, 2019; and

**WHEREAS**, subsequent to the November 1, 2019 expiration date, the City and Atmos continued and presently continue to operate under the terms and conditions of the Original Franchise Agreement as amended by the Amending Franchise Ordinance; and

**WHEREAS**, City and Atmos desire that any use or action under the Original Franchise Agreement, as amended by the Amending Franchise Ordinance, between November 1, 2019 and December 31, 2020 be fully ratified as if at all times occurring under the terms and conditions set forth in the Original Franchise Agreement as amended by the Amending Franchise Ordinance; and

**WHEREAS**, City and Atmos further desire to enter into a new Franchise Agreement as set out in this Ordinance

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

**SECTION 1.** The recitals set forth above are true and correct and incorporated herein.

**SECTION 2.** The term of the Original Franchise Agreement, as amended by the Amending Franchise Ordinance, is hereby revived and extended until December 31, 2020. Any use or action under the Original Franchise Agreement, as amended by the Amending Franchise Ordinance, between November 1, 2019 and December 31, 2020 is hereby fully ratified as if at all times occurring under the terms and conditions of the Original Franchise Agreement as amended by the Amending Franchise Ordinance, copies of which are attached hereto and incorporated herein as Exhibits "A" and "B", respectively.

**SECTION 3. GRANT OF AUTHORITY:** The City of Glenn Heights, Texas, hereinafter called "City," hereby grants to Atmos Energy Corporation, Mid-Tex Division, its successors and assigns, hereinafter called "Atmos Energy" or "Company," consent to use and occupy the present and future streets, alleys, highways, public utility easements, public ways and other public property or property interests of the City ("Public Rights-of-Way"), for the purpose of laying, maintaining, constructing, protecting, operating, and replacing therein and thereon pipelines and all other appurtenant equipment (collectively, or any part thereof may be referred to herein as the "System" or "Facility" or "Facilities") to deliver, transport, and distribute gas in, out of, and through City for persons, firms, and corporations, including all the general public, and to sell gas to persons, firms, and corporations, including all the general public, within the City corporate limits, as such limits may be amended from time to time during the term of this franchise, said consent being granted for a term ending December 31, 2040. This Franchise does not authorize Atmos Energy to use any property owned by City that is not considered Public Rights-of-Way.

**SECTION 4. CONSTRUCTION, MAINTENANCE, OPERATION & RELOCATION OF ATMOS ENERGY FACILITIES:**

A. **General Provisions.** Atmos Energy shall lay, maintain, construct, operate, use, extend, remove, repair, and replace its pipes, mains, laterals, and other equipment to minimize interference with the proper and intended use of the Public Rights-of-Way. Upon request by the City, Atmos Energy shall furnish the City information relevant to such matters which is prepared, maintained, and available in the ordinary course of business and not deemed confidential or proprietary.

B. **Location and Construction.** The location of all Company's pipes, mains, laterals, and other equipment in the present and future Public Rights-of-Way in the City shall be fixed under the supervision of the City or an authorized agent appointed by the City. In addition, Atmos Energy shall comply with applicable permitting requirements, except that in no event shall Atmos Energy or contractors working on behalf of Atmos Energy be required to pay for street cutting permits,

street excavation permits, or other permits related to work in the Public Rights-of-Way in connection with Atmos Energy's operations in Public Rights-of-Way.

Upon reasonable request from the City for a public health or safety purpose, Atmos Energy shall identify for the City the location of its System Facilities located in the City. Any maps provided by Company to the City shall be deemed confidential and shall be clearly identified as such by Atmos Energy when provided to the City and will be provided solely for the City's use. The City agrees to maintain the confidentiality of any non-public information obtained from Atmos Energy to the extent allowed by law. If the City receives a request under the Texas Public Information Act that includes Atmos Energy's previously designated proprietary or confidential information, City will request an opinion from the Texas Attorney General as to the confidential or the proprietary nature of the document(s). The City also will provide Atmos Energy with notice of the request, and thereafter Company is responsible for establishing that an exception under the Texas Public Information Act allows the City to withhold the information. Atmos Energy shall provide all location and "as built" plans on a going forward basis if required through the City's permitting process.

Except to the extent a conflict with the Franchise exists, Atmos Energy agrees to comply with all other City laws, rules, or ordinances that govern the use of Public Rights-of-Way that currently exist or may be applicable during the term of this Franchise.

In determining the location of Company's facilities within the City, Company shall minimize interference with then existing underground structures of City or other utility franchisees. Likewise, in determining the location of the facilities of the City and other users of Public Right-of-Way within City, City shall minimize interference with then existing facilities of Atmos Energy and shall require other users of Public Rights-of-Way to minimize interference with existing facilities of Atmos Energy. In the event of a conflict between the location of the proposed System facilities of Atmos Energy and the location of the existing facilities of City or other users of Public Rights-of-Way within Public Rights-of-Way that cannot otherwise be resolved, the City Manager or an authorized designee of City shall resolve the conflict and determine the location of the respective facilities within the Public Rights-of-Way. City agrees to provide Atmos Energy with its annual capital improvements plan as well as any material updates or changes within a reasonable time after they become available. City shall notify Atmos Energy as soon as reasonably possible of any projects that will affect Atmos Energy's facilities located in the Public Rights-of-Way. Atmos Energy shall comply with applicable state law with respect to the identification and location of facilities in the City's Public Rights-of-Way. In the event that Company fails to provide the necessary information and damage is caused to Company facilities as a direct result of withholding

said information, the Company shall hold the City harmless from all liability, damage, cost, or expense resulting from any City action in this regard.

C. Restoration. The surface of any Public Rights-of-Way disturbed by Atmos Energy in laying, maintaining, constructing, operating, replacing, and removing its Facilities or System shall be restored to approximate original condition as soon as is reasonably possible.

When Company makes or causes to be made excavations or places, causes to be placed, obstructions in any Public Rights-of-Way, Company shall place, erect, and maintain appropriate barriers and lights to identify the location of such excavations or obstructions. In the event of emergency requiring excavations in the Public Right of Way, notice shall be made to the City as soon as practicable during or after such emergency excavation.

In addition to providing the location of Company's facilities, Company shall obtain facilities location information from other users of the Public Rights-of-Way prior to Company's construction, reconstruction, maintenance, operations, and repair of its facilities.

D. Relocation. When the Company is required by City to remove, modify, alter, or relocate its mains, laterals, or other Facilities or System lying in the Public Rights-of-Way to accommodate construction, repair, maintenance, removal, or installation of sewers, drainage, water lines, streets or other Public Rights-of-Way, or utilities such removal, modification, alteration, or relocation shall be promptly made by Company when directed in writing to do so by the City and shall be done at the sole expense of Atmos Energy when facilities are deemed to be in conflict, unless such work is for the primary purpose of beautification or to accommodate a private developer. Facilities are deemed to be in conflict to the extent that the proposed City actions described above are determined by Atmos Energy to be inconsistent with gas distribution industry standard safe operating practices for Company's existing facilities. Atmos Energy shall have the right to propose alternative plans regarding City requested relocations to the extent that the Company deems City proposed actions described in this subsection to be inconsistent with gas distribution industry standard safe operating practices for existing facilities. Atmos Energy shall not be required to relocate facilities to a depth of greater than four (4) feet unless prior agreement is obtained from Atmos Energy.

When Atmos Energy is required by City to remove or relocate its mains, laterals, and other Facilities lying within Public Rights-of-Way to accommodate a request by City, and costs of utility removals or relocations are eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Atmos Energy as a result of such removal or relocation, and such reimbursement is required to be handled through City, Atmos Energy costs and expenses shall be included in any application by City for reimbursement if Atmos Energy

submits its cost and expense documentation to City prior to the filing of the application. City shall provide reasonable written notice to Atmos Energy of the deadline for Atmos Energy to submit documentation of the costs and expenses of such relocation to City. Upon receipt of an amount of reimbursement intended for utility relocations including gas utilities, City shall remit to the Company, within thirty (30) days of receipt, any portion of such reimbursement specifically designated as a reimbursement of Company's costs incurred in the relocation or removal of Company's facilities but only after City has been fully reimbursed for its own costs of relocation or removal of utilities and related facilities. However, nothing in this agreement shall require City to make such application.

When Atmos Energy is required to remove or relocate its mains, laterals or other facilities to accommodate construction by City without reimbursement, Atmos Energy shall have the right to seek a surcharge or recover relocation costs pursuant to applicable state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Atmos Energy to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal law. City shall not oppose such recovery of relocation costs when Company is required by City to perform relocation. City shall not require that Company document a request to the City for reimbursement as a pre-condition to recovery from customers of such relocation costs. When required by City to remove or relocate its mains, laterals, and/or other Facilities lying within Public Rights-of-Way, Atmos Energy shall do so as soon as practicable with respect to the scope of the project. In no event shall Atmos Energy be required to remove or relocate its Facilities in less than thirty (30) days from the time notice is given to Atmos Energy by City. In the event Company, after notice, fails or refuses to commence, pursue, or complete such relocation work within a reasonable time, City may require Company to attend a meeting that establishes a formal record of the reasons for the delay and the timeframe within which Company will complete the relocation work. If Atmos Energy is required by City to remove or relocate its mains, laterals, or other facilities lying within the Public Rights-of-Way for any reason other than the construction or reconstruction of sewers, drainage, water lines, public rights-of-way, streets, or utilities by City, Atmos Energy shall be entitled to reimbursement from City or others of the cost and expense of such removal or relocation. If the City requires Atmos Energy to remove, modify, alter, or relocate its mains, laterals, or other facilities specifically for the purpose of enabling the use of the Public Rights-of-Way by another private person or corporation, Company shall not be bound to make such changes until the other private person or corporation has agreed to reimburse the Company for relocation expenses, provided, however, that the City shall not be liable for the reimbursement.

E. Abandonment. If City abandons any Public Rights-of-Way in which Atmos Energy has facilities, such abandonment shall be conditioned on Atmos Energy's right to maintain its use of the former Public Right-of-Way and on the obligation of the party to whom the Public Right-of-Way is abandoned to reimburse Atmos Energy for all removal or relocation expenses if Atmos Energy agrees to the removal or relocation of its facilities following abandonment of the Public Right-of-Way. If the party to whom the Public Right-of-Way is abandoned requests Atmos Energy to remove or relocate its facilities and Atmos Energy agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

**SECTION 5. INDEMNITY & INSURANCE:**

A. General Provisions. In consideration of the granting of this Franchise, Atmos Energy agrees that the City, including its agents and employees, shall not be liable or responsible for any costs, expenses (including attorneys' fees), or any other damage to persons or property by reason of Atmos Energy's construction, operation, maintenance, or replacement of Atmos Energy's System within Public Rights-of-Way and Atmos Energy does hereby release, agree to indemnify and keep harmless the City, its agents and employees from and against all suits, actions, or claims of death or injury to any person or persons, or damages to any property brought or made for or on account of any death, injuries to or damages received or sustained by any person or persons or for damage to or loss of property arising out of or occasioned by any acts or omissions of Atmos Energy, its agents or employees in connection with their operations, except to the extent such death, injury or damage is attributable to the City's negligent or intentional acts or omissions. In the event that any action, suit, or proceeding is brought against the City, its agents or employees, upon any liability arising out of Atmos Energy's operations, the City shall give notice in writing to Atmos Energy. Upon receipt of such notice, Atmos Energy, at its sole expense, shall defend such action and take all such steps as may be necessary or proper to prevent the obtaining of a judgment against the City and/or to satisfy said judgment. The City agrees to reasonably cooperate with Atmos Energy in connection with such defense. In the event of joint and concurrent negligence or fault of both Atmos Energy and City, responsibility and indemnity, as allowed by law, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any of the defenses of the parties under Texas law. The City expressly does not waive its governmental immunity under the Texas Tort Claims Act and any other applicable laws. It is understood that it is not the intention of the parties hereto to create liability for the benefit of third parties, but that this

section shall be solely for the benefit of the parties hereto and shall not create or grant any rights, contractual or otherwise, to any person or entity other than City and Atmos Energy.

B. Damage to City Property. If, the negligence or intentional acts or omissions by Atmos Energy, including its employees and agents, results in damage of any property owned by City, Atmos will be responsible for repairing the damages without charge to City or for the cost of repair reasonably incurred by City. However, if such damage by Atmos Energy is due to inaccurate information with respect to the location or description of City's facilities within the Public Rights-of-Way, City will be responsible for all costs associated with such repair or related consequences. Atmos Energy agrees to notify the appropriate City official as soon as reasonably possible after the occurrence of such damage.

C. Damage to Atmos Energy Property Due to Work by Others. The City reserves the right to permit to be laid sewer, electric, and other utilities, pipelines, cables, conduits and facilities and to do and permit to be done any underground or aboveground work that may be necessary or proper within the Public Rights-of-Way to facilitate the same. The City also reserves the right to change any curb, sidewalk, grade of the street, alley or other Public Right-of-Way due to a publicly funded City project. In permitting this work to be done, the City shall not be liable to Company for any resulting damage, but nothing herein shall relieve any other third party from being responsible for the damage to Atmos Energy facilities.

D. Insurance. Company shall maintain adequate insurance covering its operations and obligations of indemnity under the Franchise. Such insurance shall be at Company's sole expense. Atmos Energy's insurance of its obligations and risks undertaken pursuant to this Franchise may be in the form of self-insurance to the extent permitted by applicable law, but in no instance shall such self-insurance be less than \$10,000,000 in commercial insurance coverages. An insurance certificate shall be provided to the City initially and upon any substantial reduction in coverage. Together with such insurance certificate, this Franchise shall satisfy any requirements in the City of Glenn Heights Code of Ordinances, with respect to proof of appropriate insurance or other financial assurance required for receipt of a permit to perform work within the Public Rights-of-Way.

**SECTION 6. QUALITY OF SERVICE, RATES, INSTALLATION CHARGES, DEPOSITS, AND OTHER COMPANY CHARGES**

A. General Provisions. Atmos Energy shall at all times furnish service which is safe, modern, and sufficient to meet reasonable demands without undue interruption or fluctuations to any person or entity that demand service within the City. The service provided shall be equal to or better than, in all instances, that required under the Mid-Tex Tariff – Service Rules and Regulations,

as may be amended from time to time. In addition to the rates charged for gas supplied, Company may make and enforce reasonable charges for service rendered in conduct of its business, including a charge for services rendered in the inauguration of natural gas service.

B. Service Rates. The City hereby expressly reserves the right, power, and authority to fully regulate and fix rates and charges for the services of Atmos Energy to its customers located within the City as provided by State law. Atmos Energy shall at all times have current rates and charges on file with the City Secretary and shall update such within fifteen (15) days of any changes thereto.

**SECTION 7. NON-EXCLUSIVE FRANCHISE:** The rights, privileges, and franchise granted by this ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person or corporation for the purpose of transporting, delivering, distributing, or selling gas to and for City and the inhabitants thereof.

**SECTION 8. PAYMENTS TO CITY:**

A. Atmos Energy, its successors and assigns, agrees to pay and City agrees to accept, on or before the 15th day of February, 2021, and on or before the same day of each succeeding year during the term of this franchise the last payment being made on the 15th day of February, 2040, a sum of money which shall be equivalent to five percent (5%) of the Gross Revenues, as defined in 6.B. below, received by Atmos Energy during the preceding calendar year.

B. Gross Revenues. "Gross Revenues" shall mean:

- (1) all revenues received by Atmos Energy from the sale of gas to all classes of customers (excluding gas sold to another gas utility in the City for resale to its customers within City) within the City; and
- (2) all revenues received by Atmos Energy from the transportation of gas through the System of Atmos Energy within the City to customers located within the City (excluding any gas transported to another gas utility in City for resale to its customers within City).
- (3) "Gross Revenues" shall not include:
  - (a) revenues billed but not ultimately collected or received by Atmos Energy;
  - (b) contributions in aid of construction;
  - (c) the revenue of any affiliate or subsidiary of Atmos Energy;
  - (d) sales tax and franchise fees paid to the City;
  - (e) interest or investment income earned by Atmos Energy; and
  - (f) monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of

facilities within the City's right of way.

C. Privilege Period. The initial payment for the rights and privileges herein provided shall be for the privilege period January 1 through December 31, 2021, and each succeeding payment shall be for the privilege period of the calendar year in which the payment is made.

D. Payment in Lieu of. It is also expressly agreed that the aforesaid payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as an ad valorem, special, or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character that City may now impose or hereafter levy and collect from Atmos Energy or Atmos Energy's agents, excepting only the usual general or special ad valorem taxes that City is authorized to levy and impose upon real and personal property. If the City does not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of taxes, licenses, fees, street or alley rentals or charges, easement or franchise taxes or charges aforesaid, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Atmos Energy's obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, easement or franchise taxes or charges aforesaid.

E. Effect of Other Municipal Franchise Ordinance Fees Accepted and Paid by Atmos Energy. If Atmos Energy should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in Atmos Energy's Mid-Tex Division, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its public rights-of-way in a manner that, if applied to the City, would result in a franchise fee greater than the amount otherwise due to City under this Ordinance, then the franchise fee to be paid by Atmos Energy to City pursuant to this Ordinance may, at the election of the City, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City. The City acknowledges that the exercise of this right is conditioned upon the City's acceptance of all terms and conditions of the other municipal franchise *in toto*. The City may request waiver of certain terms and Company may grant, in its sole reasonable discretion, such waiver.

F. Atmos Energy Franchise Fee Recovery Tariff. Atmos Energy may file with the City a tariff or tariff amendment(s) to provide for the recovery of the franchise fees under this agreement. City agrees that (i) as regulatory authority, it will adopt and approve the ordinance, rates or tariff which provide for 100% recovery of such franchise fees as part of Atmos Energy's

rates; (ii) if the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of Atmos Energy's franchise fees is an issue, the City will take an affirmative position supporting 100% recovery of such franchise fees by Atmos Energy and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Atmos Energy. City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Atmos Energy.

G. Lease of Facilities Within City's Rights-of-Way. Atmos Energy shall have the right to lease, license or otherwise grant to a party other than Atmos Energy the use of its facilities within the City's public rights-of-way provided: (i) Atmos Energy first notifies the City of the name of the lessee, licensee or user; the type of service(s) intended to be provided through the facilities; and the name and telephone number of a contact person associated with such lessee, licensee or user and (ii) Atmos Energy makes the franchise fee payment due on the revenues from such lease pursuant to Section 5 of this Ordinance. This authority to Lease Facilities within City's Rights-of-Way shall not affect any such lessee, licensee or user's obligation, if any, to pay franchise fees.

H. Right to Audit. City shall be entitled to rely upon the accuracy and completeness of the information furnished by Company in connection with any payment under this Franchise. City reserves the right to audit, at City's election, all of Company's records relating to the delivery of services under this Franchise and the calculation of amounts due to the City thereunder. Atmos Energy agrees to retain such records for a minimum of five (5) years following delivery of the services reflected therein. City agrees that it will exercise the right to audit only at reasonable hours. Any payment made or provided during the course of performance of this Franchise shall be subject to City's rights as may be disclosed by an audit under this subsection.

**SECTION 9. DEFAULT AND FORFEITURE.** In the event Atmos Energy fails or refuses to correct a defect, impairment, or substandard condition after written notice by the City and such failure has continued for longer than thirty (30) days from the date the notice was received by Company, the City shall have the right to file a claim through the Company's claims department. The City shall notify Company, in writing, of an alleged failure to comply with a material provision of this Franchise, which notice shall specify the alleged failure with reasonable particularity. The Company shall, within thirty (30) days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of such alleged failure or, subject to acceptance by the City, state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure. In the event that such cure is not forthcoming, such default shall entitle the City to compel compliance by suit in any court of competent

jurisdiction and upon final judgment not subject to further appeal being entered in favor of the City, City may declare this Franchise to be forfeited and cancelled. Prior to a decision from such court, the Company shall have the right to operate its facilities pursuant to the provisions of this Franchise.

Atmos Energy agrees that if, for any reason other than an event force majeure, the Company fails to pay the regularly scheduled franchise fees as provided in this Franchise within thirty (30) days following written notice from the City that the Company has failed to make payment, such failure shall be sufficient to permit the City to forfeit this Franchise without court action. For the purpose of this section, an event of force majeure means any event or circumstance or combination of events or circumstances beyond the reasonable control of the Company that materially and adversely affect Company or its performance of its obligations under or pursuant to this Franchise including but not limited to an act of God, act of civil or military authority, act of war (whether declared or undeclared), act (including delay, failure to act, or priority) of any governmental authority (including the City); epidemic, pandemic, civil disturbance, insurrection or riot, sabotage, fire, inclement weather conditions, earthquake, flood, strike, work stoppage or other labor difficulty, embargo, or other failure or delay beyond Atmos Energy's reasonable control. The Company's financial inability to perform shall expressly be excluded from force majeure events. In the event that any of the above force majeure circumstances prevent the timely payment of franchise fees, the Company shall notify City within five (5) business days.

**SECTION 10. CONFORMITY TO LAWS AND REGULATIONS.**

A. Applicable Laws. This Franchise is subject to applicable provisions of the Constitution and Laws of the United States of America and the State of Texas. This Franchise shall in no way affect or impair the rights, obligations, or remedies of the parties under the Public Utility Regulatory Act of Texas, as it may be amended from time to time. Except as expressly provided herein, Atmos Energy shall not recover costs or expenses directly from the City (exclusive of charges related to the City's billings as a customer) for taking any actions mandated by this Franchise or by any order or request issued by authority of this Franchise.

B. Reservation of Right to Adopt Rules and Regulations. The City reserves the right to adopt, in addition to the provisions included in this Franchise, such additional reasonable regulations as it shall find necessary with respect to governing the use of its Public Rights-of-Way, provided, however, that such regulations are not in conflict with the privileges granted by this Franchise.

**SECTION 11. ACCEPTANCE OF FRANCHISE:** In order to accept this franchise, Atmos Energy must file with the City Secretary its written acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by the City. If such written acceptance of this franchise ordinance is not filed by Atmos Energy, the franchise ordinance shall be rendered null and void. When this franchise



**EXHIBIT "A"**  
**[Ordinance No. 542-94 – Original Franchise Agreement]**

**ORDINANCE NO: 542-94**

**AN ORDINANCE GRANTING TO LONE STAR GAS COMPANY, A DIVISION OF ENSERCH CORPORATION, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO FURNISH AND SUPPLY GAS TO THE GENERAL PUBLIC IN THE CITY OF GLENN HEIGHTS, DALLAS COUNTY, TEXAS, FOR THE TRANSPORTING, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID MUNICIPALITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE STREETS, ALLEYS, AND PUBLIC WAYS; AND PROVIDING THAT IT SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; AND REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS:**

**SECTION 1: That the City of Glenn Heights, Texas, hereinafter called "City", hereby grants to Lone Star Gas Company, a Division of ENSERCH CORPORATION, hereinafter called "Company," its successors and assigns, consent to use and occupy the present and future streets, alleys, highways, public places, public thoroughfares, and grounds of City for the purpose of laying, maintaining, constructing, operating, and replacing therein and thereon pipelines and all other appurtenant equipment needed and necessary to deliver gas in, out of, and through said City and to sell gas to persons, firms, and corporations, including all the general public, within the City corporate limits, said consent being granted for a term of twenty-five (25) years from and after the effective date of this ordinance.**

**SECTION 2: Company shall lay, maintain, construct, operate, and replace its pipes, mains, laterals, and other equipment so as to interfere as little as possible with traffic and shall promptly clean up and restore to approximate original condition all thoroughfares and other**

surfaces which it may disturb. The location of all mains, pipes, laterals, and other appurtenant equipment shall be fixed under the supervision of the City or an authorized agent appointed by said City.

When the Company is required to relocate its mains, laterals, and other facilities to accommodate construction, and the relocation is the result of construction or improvement to the Federal-Aid System (or any successor thereto), and Company is eligible for reimbursement for its costs and expenses incurred as a result of such construction and improvement from the Federal Government, the County Government, or the State of Texas, as permitted by law pursuant to any reimbursement program, and City requests reimbursement for costs and expenses incurred as a result of such construction or improvement, Company costs and expenses shall be included within any such application for reimbursement, provided that Company submits the appropriate documentation to City prior to such application. City shall make a reasonable effort to provide sufficient notice to the Company to allow the submittal of appropriate cost information to the City.

SECTION 3: When Company shall make or cause to be made excavations or shall place obstructions in any street, alley, or other public place, the public shall be protected by barriers and lights placed, erected, and maintained by Company; and in the event of injury to any person or damage to any property by reason of Company's construction, operation, or maintenance of the gas distribution plant or system of Company, Company shall indemnify and keep harmless City from any and all liability in connection therewith.

SECTION 4: In addition to the rates charged for gas supplied, Company may make and enforce reasonable charges, rules and regulations for service rendered in the conduct of its business including a charge for services rendered in the inauguration of natural gas service, and may require, before furnishing service, the execution of a contract therefor. Company shall have the right to contract with each customer with reference to the installation of, and payment for, any and all of the gas piping from the connection thereof with

the Company's main in the streets or alleys to and throughout the customer's premises. Company shall own, operate and maintain all service lines, which are defined as the supply lines extending from the Company's main to the customer's meter where gas is measured by Company. The customer shall own, operate, and maintain all yard lines and house piping. Yard lines are defined as the underground supply lines extending from the point of connection with Company's customer meter to the point of connection with customer's house piping.

SECTION 5: Company shall not be required to extend mains on any street more than one hundred feet (100') for any one customer of gas; provided that no extension of mains is required if the customer will not use gas for space heating and water heating, or the equivalent load, at a minimum.

SECTION 6: Company shall be entitled to require from each and every customer of gas, before gas service is commenced, a deposit in an amount calculated pursuant to the Company's Quality of Service Rules as may be in effect during the term of this franchise. Said deposit shall be retained and refunded in accordance with such Quality of Service Rules and shall bear interest, as provided in Tex. Rev. Civ. Stat. Ann. art. 1440a as it may be amended from time to time. Company shall be entitled to apply said deposit, with accrued interest, to any indebtedness owed Company by the customer making the deposit.

SECTION 7: The rights, privileges, and franchises granted by this ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person or corporation for the purpose of furnishing gas for light, heat, and power to and for City and the inhabitants thereof. Provided, however, City shall not grant more favorable conditions, including franchise fee, to any other gas utility franchisee than are herein granted to Company.

SECTION 8: Company, its successors and assigns, agree to pay and City agrees to accept, on or before the 1st day of

April, 1995, a sum of money which shall be equivalent to the sum of (i) two percent (2%) of the gross receipts received by Company from the sale of gas to its residential and commercial customers within the corporate limits of said City (expressly excluding governmental accounts and receipts derived from sales of gas to all other classes of customers in said City) from January 1, 1994, through, and including, October 31, 1994, and (ii) four percent (4%) of the gross receipts received by Company from the sale of gas to its residential and commercial customers within the corporate limits of said City (expressly excluding governmental accounts and receipts derived from sales of gas to all other classes of customers in said City) from November 1, 1994, through, and including, December 31, 1994. Such payment shall be for the rights and privileges herein granted to Company for the period January 1 through December 31, 1995. Company, its successors and assigns, agree to pay and City agrees to accept, on or before the 1st day of April, 1996, and on or before the same day of each succeeding year during the life of this franchise, the last payment being made on the 1st day of April, 2019, a sum of money which shall be equivalent to four percent (4%) of the gross receipts received by Company from the sale of gas to its residential and commercial customers within the corporate limits of said City (expressly excluding governmental accounts and receipts derived from sales to all other classes of customers in said City) during the preceding calendar year, which annual payment shall be for the rights and privileges herein granted to Company, including expressly, without limitation, the right to use the streets, alleys, and public ways of said City. Such payment for the rights and privileges herein provided shall be for the period January 1 through December 31, 1996, and each succeeding payment shall be for the period January 1 through December 31 of the respective year in which the payment is made. It is also expressly agreed that the aforesaid annual payments shall be in lieu of any and all other and additional occupation taxes, easement, and franchise taxes or charges (whether levied as an ad valorem, special, or other character of tax or charge), in lieu of municipal license and inspection fees, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and

rentals of whatsoever kind and character which City may now impose or hereafter levy and collect, excepting only the usual general or special ad valorem taxes which City is authorized to levy and impose upon real and personal property. Should City not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of taxes, licenses, fees, street or alley rentals or charges, easement or franchise taxes or charges aforesaid, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Company's obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, easement or franchise taxes or charges.

In order to determine the gross receipts received by Company from the sale of gas to residential and commercial customers within the corporate limits of City, Company agrees that on the same date that payments are made, as provided in the preceding paragraph of this Section 8, it will file with the City Secretary a sworn report showing the gross receipts received from the sale of gas to its residential and commercial customers within said corporate limits during the calendar year preceding the date of payment. City may, if it sees fit, have the books and records of Company examined by a representative of said City to ascertain the correctness of the sworn reports agreed to be filed herein.

SECTION 9: When this franchise ordinance shall have become effective, all previous ordinances of said City granting franchises for gas distribution purposes which were held by Company shall be automatically cancelled and annulled, and shall be of no further force and effect.

SECTION 10: In order to accept this franchise, Company must file its written acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by said City. If this franchise ordinance is not accepted by Company within sixty (60) days, the franchise ordinance shall be rendered null and void.

SECTION 11: This ordinance shall become effective on November 1, 1994, provided that prior to November 1, 1994, Company's written acceptance is filed with the City. If

Company's written acceptance is filed with City after November 1, 1994, this ordinance shall become effective on the date Company's written acceptance is filed with the City.

PASSED AND APPROVED on this the 17<sup>th</sup> day of October, A.D. 1994.

ATTEST:

Othel Murphy  
City Secretary

Michael Buzott  
Mayor  
City of Glenn Heights, Texas

STATE OF TEXAS §  
COUNTY OF DALLAS §  
CITY OF GLENN HEIGHTS §

I, Othel Murphree, City Secretary of the City of Glenn Heights, Dallas County, Texas, do hereby certify that the above and foregoing is a true and correct copy of an ordinance passed by the City Council of the City of Glenn Heights, Texas, at a regular session, held on the 17<sup>th</sup> day of October, 1994, as it appears of record in the Minutes in Book \_\_\_\_\_, page \_\_\_\_\_.

WITNESS MY HAND AND SEAL OF SAID CITY, this the 17<sup>th</sup> day of October, A. D. 1994.

Othel Murphree  
City Secretary  
City of Glenn Heights, Texas

EXTRACT FROM THE MINUTES OF  
THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS

The City Council of the City of Glenn Heights,  
Dallas County, Texas, convened in regular session on the  
17th day of October, 1994, at 7:33 P. M.  
with the following persons present:

Mayor: Michael Burgett

Council Members: Jane Johnson  
Rich Mayer  
Jesus Humphrey  
Eric Brown  
Jerry Lemons

Absent: Low Biles

A quorum being present, came on to be read and considered Ordinance No. 542-94 granting to Lone Star Gas Company, a Division of ENSERCH CORPORATION, a Texas corporation, a franchise to furnish and supply natural gas to the general public in the City of Glenn Heights, Texas, for the transporting, delivery, sale and distribution of gas in, out of, and through said municipality for all purposes. On motion made by Councilman Lemons and seconded by Councilman Brown which carried unanimously, the City Council voted the passage of the Ordinance and to record same at length in these minutes.

STATE OF TEXAS §  
COUNTY OF DALLAS §  
CITY OF GLENN HEIGHTS §

I, Othel Murphree, City Secretary of the City of Glenn Heights, Texas, do hereby certify that the above and foregoing is a true and correct copy of the proceedings of the City Council of the City of Glenn Heights, Texas, at a regular session, held on the 17<sup>th</sup> day of October, 1994, in connection with the passage and adoption of Ordinance No. 542-94 granting a franchise to Lone Star Gas Company and that the same is of record in Book \_\_\_\_\_, page \_\_\_\_\_ of the Minutes of the

WITNESS MY HAND AND SEAL OF SAID CITY, this the 17<sup>th</sup> day of October, A.D. 1994.

Othel Murphree  
City Secretary  
City of Glenn Heights, Texas

**EXHIBIT "B"**  
**[Ordinance No. 736-02 – Amending Franchise Ordinance]**

**ORDINANCE NO 736-02**

**AN ORDINANCE AMENDING THE EXISTING GAS FRANCHISE BETWEEN THE CITY AND TXU GAS COMPANY, TO PROVIDE FOR A DIFFERENT CONSIDERATION AND TO AUTHORIZE THE LEASE OF FACILITIES WITHIN THE CITY'S RIGHTS-OF-WAY; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR ACCEPTANCE BY TXU GAS COMPANY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

WHEREAS, TXU Gas Company (hereinafter called "TXU Gas") is, through its TXU Gas Distribution division, engaged in the business of furnishing and supplying gas to the general public in the City, including the transportation, delivery, sale, and distribution of gas in, out of, and through the City for all purposes, and is using the public streets, alleys, grounds and rights-of-ways within the City for that purpose under the terms of a franchise ordinance heretofore duly passed by the governing body of the City and duly accepted by TXU Gas; and

WHEREAS, the City and TXU Gas desire to amend said franchise ordinance to provide for a different consideration and to authorize the lease of facilities within the City's rights-of-way;

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

SECTION 1: The existing gas franchise ordinance between the City and TXU Gas Company is amended as follows:

- A. Effective January 1, 2002, the consideration payable by TXU Gas for the rights and privileges granted to TXU Gas by the franchise ordinance heretofore duly passed by the governing body of this City and duly accepted by TXU Gas is hereby changed to be four percent (4%) of the Gross Revenues, as defined in Section 1.B. below, received by TXU Gas.
- B. "Gross Revenues" shall mean all revenue derived or received, directly or indirectly, by the Company from or in connection with the operation of the System within the corporate limits of the City and including, without limitation:
  - (1) all revenues received by the Company from the sale of gas to all classes of customers within the City;

- (2) all revenues received by the Company from the transportation of gas through the pipeline system of Company within the City to customers located within the City;
- (3) the value of gas transported by Company for Transport Customers through the System of Company within the City ("Third Party Sales"), with the value of such gas to be reported by each Transport Customer to the Company, provided, however, that should a Transport Customer refuse to furnish Company its gas purchase price, Company shall estimate same by utilizing TXU Gas Distribution's monthly industrial Weighted Average Cost of Gas, as reasonably near the time as the transportation service is performed; and
- (4) "Gross revenues" shall include:
  - (a) other revenues derived from the following 'miscellaneous charges':
    - i. charges to connect, disconnect, or reconnect gas within the City;
    - ii. charges to handle returned checks from consumers within the City;
    - iii. such other service charges and charges as may, from time to time, be authorized in the rates and charges on file with the City; and
    - iv. contributions in aid of construction" ("CIAC");
  - (b) revenues billed but not ultimately collected or received by the Company; and,
  - (c) gross receipts fees.
- (5) "Gross revenues" shall not include:
  - (a) the revenue of any Person including, without limitation, an affiliate, to the extent that such revenue is also included in Gross Revenues of the Company;
  - (b) sales taxes; and
  - (c) any interest income earned by the Company; and

- (d) all monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City's right of way.

C. Calculation and Payment of Franchise Fees Based on CIAC

- (1) The franchise fee amounts based on "Contributions in aid of Construction" ("CIAC") shall be calculated on an annual calendar year basis, i.e., from January 1 through December 31 of each calendar year.
- (2) The franchise fee amounts that are due based on CIAC shall be paid at least once annually on or before April 30 each year based on the total CIAC recorded during the preceding calendar year.

D. Effect of Other Municipal Franchise Ordinance Fees Accepted and Paid by TXU Gas

- (1) If TXU Gas should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its public rights-of-way in a manner that, if applied to the City, would result in a franchise fee greater than the amount otherwise due City under this Ordinance, then the franchise fee to be paid by TXU Gas to City pursuant to this Ordinance shall be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City.
- (2) The provisions of this Subsection D apply only to the amount of the franchise fee to be paid and do not apply to other franchise fee payment provisions, including without limitation the timing of such payments.

E. TXU Gas Franchise Fee Recovery Tariff

- (1) TXU Gas may file with the City a tariff amendment(s) to provide for the recovery of the franchise fees under this amendment.
- (2) City agrees that (i) as regulatory authority, it will adopt and approve the ordinance, rates or tariff which provide for 100% recovery of such franchise fees as part of TXU Gas' rates; (ii) if the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of TXU Gas' franchise fees is an issue, the City will take an

affirmative position supporting 100% recovery of such franchise fees by TXU Gas and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by TXU Gas.

- (3) City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by TXU Gas.

- F. Lease of Facilities Within City's Rights-of-Way. TXU Gas shall have the right to lease, license or otherwise grant to a party other than TXU Gas the use of its facilities within the City's public rights-of-way provided: (i) TXU Gas first notifies the City of the name of the lessee, licensee or user; the type of service(s) intended to be provided through the facilities; and the name and telephone number of a contact person associated with such lessee, licensee or user and (ii) TXU Gas makes the franchise fee payment due on the revenues from such lease pursuant to Sections I.A. and I.B. of this Ordinance. This authority to Lease Facilities Within City's Rights-of-Way shall not affect any such lessee, licensee or user's obligation, if any, to pay franchise fees.

SECTION 2: In all respects, except as specifically and expressly amended by this ordinance, the existing effective franchise ordinance heretofore duly passed by the governing body of the City and duly accepted by TXU Gas shall remain in full force and effect according to its terms until said franchise ordinance terminates as provided therein.

SECTION 3: This ordinance shall take effect upon its final passage and TXU Gas' acceptance. TXU Gas shall, within thirty (30) days from the passage of this ordinance, file its written acceptance of this ordinance with the Office of the City Secretary in substantially the following form:

To the Honorable Mayor and City Council:

TXU Gas Distribution, a division of TXU Gas Company, acting by and through the undersigned authorized officer, hereby accepts in all respects, on this the 23<sup>rd</sup> day of December, 2002, Ordinance No. 136-02 amending the current gas franchise between the City and TXU Gas and the same shall constitute and be a binding contractual obligation of TXU Gas and the City.

TXU Gas Distribution  
A division of TXU Gas Company

By [Signature]  
Vice President

**SECTION 4.** It is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF** Glenn Heights, TEXAS, this the 21 day of October, 2002, at which meeting a quorum was present and voting..

[Signature]  
Mayor

ATTEST:

[Signature]  
City Secretary



APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



GENERAL FUND  
FOR THE MONTH ENDED JANUARY 31, 2021

Summary  
Revenues & Expenditures - Budget & Actual

**SUMMARY OF GENERAL FUND REVENUES (8.3% of FY)**

		<u>Original Budget</u>	<u>AMENDED</u>	<u>YTD Actual</u>	<u>Budget %</u>
<b>TOTAL REVENUES:</b>		\$ 9,492,489	\$ -	\$ 6,689,255	70.5%

		<u>Original Budget</u>	<u>AMENDED</u>	<u>YTD Actual</u>	<u>Budget %</u>
<b>Property Tax :</b>		\$ 5,639,664	\$ -	\$ 5,127,614	90.9%
Property taxes are due in January and become delinquent after January 31st.					

		<u>Original Budget</u>	<u>AMENDED</u>	<u>YTD Actual</u>	<u>Budget %</u>
<b>Sales Tax:</b>		\$ 700,000	\$ -	\$ 288,266	41.2%

		<u>Original Budget</u>	<u>AMENDED</u>	<u>YTD Actual</u>	<u>Budget %</u>
<b>Franchise Fees:</b>		\$ 495,554	\$ -	\$ 189,791	38.3%
Franchise fees are paid to the City annually, quarterly, and monthly depending on the type of franchise. Individual sources are listed below					

Type	Pay Cycle	<u>Original Budget</u>	<u>AMENDED</u>	<u>YTD Actual</u>	<u>Budget %</u>
<b>Electric</b>	Oncor pays annually; Hilco pays quarterly	262,156		153,853	58.7%
<b>Telephone</b>	AT&T pays annually; all others quarterly	19,515		4,862	24.9%
<b>Gas</b>	Atmos pays annually in March	56,690		-	0.0%
<b>Cable</b>	All pay quarterly	87,385		11,076	12.7%
<b>Garbage</b>	Pays quarterly on commercial roll offs	-		-	0.0%
<b>Video</b>	Paid quarterly	9,808		-	0.0%
<b>Water/WW</b>	Paid monthly	60,000		20,000	33.3%
<b>TOTAL:</b>		\$ 495,554	\$ -	\$ 189,791	38.3%

		<u>Original Budget</u>	<u>AMENDED</u>	<u>YTD Actual</u>	<u>Budget %</u>
<b>Permits &amp; Fees:</b>		\$ 1,149,121	\$ -	\$ 600,982	52.3%
Permits include Building Permits, garage sale permits, trade, and other miscellaneous permits					

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

Type	<u>Original Budget</u>	<u>AMENDED</u>	<u>YTD Actual</u>	<u>Budget %</u>
Building Permit Fees	500,000		172,778	34.6%
Miscellaneous Permits	70,000		26,844	38.3%
Backflow and Irrigation Permits	39,130		18,355	46.9%
Infrastructure Inspection Fee	100,000		200,588	200.6%
Zoning Fee	8,000		3,185	39.8%
Plan Review	281,876		110,599	39.2%
Inspection Fee - Alcohol	-		-	0.0%
Filing Fee	-		-	0.0%
Plats	3,000		5,375	179.2%
Trade Permits	94,815		36,796	38.8%
License Registration	13,000		5,097	39.2%



	CURRENT FISCAL YEAR						
	BUDGET		ACTUAL			PROJECTED	
	FY 2020-21		M-T-D	Y-T-D	Y-T-D	FY 2020-21	
	Adopted Budget	Amended Budget	Jan-21	Jan-21	% Budget	Jan-21	% Budget
<b>Revenues:</b>							
Property Tax	\$ 5,639,664		\$ 843,001	\$ 5,127,614	90.9%	\$ 1,879,888	33.3%
Sales Tax	700,000		69,712	288,266	41.2%	\$ 233,333	33.3%
Franchise Fees	495,554		5,000	189,791	38.3%	\$ 165,185	33.3%
Permits & Fees	1,149,121		106,891	600,982	52.3%	\$ 383,040	33.3%
Charges for Service	1,149,020		108,114	409,818	35.7%	\$ 383,007	33.3%
Recreation	-		-	-	0.0%	\$ -	0.0%
Grants & Contributions	48,174		-	450	0.9%	\$ 16,058	33.3%
Court Fines	250,700		17,203	56,404	22.5%	\$ 83,567	33.3%
Interest	39,256		31	138	0.4%	\$ 13,085	33.3%
Miscellaneous	-		169	8,791	0.0%	\$ -	0.0%
Transfer from other Funds	-		-	-	0.0%	\$ -	0.0%
Transfer from Fund Reserves	-		-	-	0.0%	\$ -	0.0%
G&A Reimbursement from Utility MGMT	15,000		1,250	5,000	33.3%	\$ 5,000	33.3%
Charge for Service (City Wide)	6,000		500	2,000	33.3%	\$ 2,000	33.3%
Transfer from Tornado Fund	-		-	-	0.0%	\$ -	0.0%
<b>Total Revenues</b>	<b>\$ 9,492,489</b>	<b>\$ -</b>	<b>\$ 1,151,870</b>	<b>\$ 6,689,255</b>	<b>70.5%</b>	<b>\$ 3,164,163</b>	<b>33.3%</b>
<b>Expenditures:</b>							
City Council	\$ 206,700		\$ 33,052	\$ 62,375	30.2%	\$ 68,900	33.3%
Administration	150,281		1,928	25,444	16.9%	\$ 50,094	33.3%
IT	527,987		59,739	160,788	30.5%	\$ 175,996	33.3%
City Manager	407,883		32,753	105,215	25.8%	\$ 135,961	33.3%
City Secretary	191,309		9,360	62,114	32.5%	\$ 63,770	33.3%
Human Resources	172,894		21,240	46,942	27.2%	\$ 57,631	33.3%
Finance	298,895		18,371	69,013	23.1%	\$ 99,632	33.3%
Municipal Court	122,903		9,416	36,095	29.4%	\$ 40,968	33.3%
Fire	1,772,925		128,593	564,945	31.9%	\$ 590,975	33.3%
Police	2,359,927		151,095	607,523	25.7%	\$ 786,642	33.3%
Streets	1,328,766		173,381	389,253	29.3%	\$ 442,922	33.3%
Economic Development	115,783		7,819	35,910	31.0%	\$ 38,594	33.3%
Planning	373,664		38,652	106,656	28.5%	\$ 124,555	33.3%
Parks	330,479		55,963	57,105	17.3%	\$ 110,160	33.3%
Community Engagement	246,354		14,518	51,851	21.0%	\$ 82,118	33.3%
Senior Center	28,855		120	666	2.3%	\$ 9,618	33.3%
<b>Total Expenditures</b>	<b>\$ 8,635,605</b>	<b>\$ -</b>	<b>\$ 756,000</b>	<b>\$ 2,381,895</b>	<b>27.6%</b>	<b>\$ 2,878,535</b>	<b>33.3%</b>
<b>Total Revenues Over (Under) Exp</b>	<b>\$ 856,885</b>	<b>\$ -</b>	<b>\$ 395,871</b>	<b>\$ 4,307,360</b>		<b>\$ 285,628</b>	
<b>Other Financing Sources (Uses):</b>							
Insurance proceeds	-	-	-	-		-	
Non-cash Transactions:							
Capital lease proceeds	-	-	-	-		-	
Capital expenditures	-	-	-	-		-	
Transfers In (Out):							
Utility Fund-Reimbursement for Costs	-	-	-	-		-	
Utility Fund-Reimbursement for Debt	-	-	-	-		-	
Transfer from GH Dev Co. & HFC to G	550,000	-	-	-	0.0%	-	
Transfer to Fund 410 Capital Project F	-	-	-	-		-	
Transfer to Fund 402 City Hall Project	-	-	-	-		-	
Transfer from Fund 407-Disaster Reco	-	-	-	-		-	
Transfer from Fund 205-911 Wireless	\$ 33,000		\$ 2,750	\$ 11,000	33.3%		
Transfer from Drainage Fund	\$ 15,775		\$ 1,315	\$ 5,259	33.3%		
Operating Transfers (Technology)			\$ -				
Vehicle Replacement Fund	(250,000)			\$ (83,333)	33.3%		
Reserved for Contingency							
<b>Net Change in Fund Balance</b>	<b>\$ 1,205,660</b>	<b>\$ -</b>		<b>\$ 4,240,285</b>			
Total Unassigned Fund Balance - BOY	7,724,246			7,724,246			
<b>Total Fund Balance - EOY</b>	<b>\$ 8,929,906</b>	<b>\$ -</b>		<b>\$ 11,964,531</b>			
Less: Commitments for Specific Use	-	-		-			
Less: Assigned for Specific Use	-	-		-			
<b>Ending Fund Balance - Unassigned</b>	<b>\$ 8,929,906</b>	<b>\$ -</b>		<b>\$ 11,964,531</b>			
<b>AVERAGE DAILY EXPENDITURES</b>	<b>23,618</b>	<b>-</b>		<b>19,483</b>			
<b>Number of Days In Reserve</b>	<b>378</b>			<b>614</b>			

1/31/2021  
10/1/2020  
122

1/31/2021  
10/1/2020  
122

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

Summary  
Revenues & Expenditures - Budget & Actual

**SUMMARY OF WATER & SEWER FUND REVENUES**

	<b>Budget</b>	<b>AMENDED</b>	<b>Actual</b>	<b>Budget %</b>
<b><u>TOTAL REVENUES:</u></b>	\$ 6,273,000	\$ -	\$ 1,790,703	28.5%
Water and Sewer sales				

	<b>Budget</b>	<b>AMENDED</b>	<b>Actual</b>	<b>Budget %</b>
<b>Water Sales</b>	\$ 2,850,000	\$ -	\$ 810,214	28.4%

	<b>Budget</b>	<b>AMENDED</b>	<b>Actual</b>	<b>Budget %</b>
<b>Miscellaneous Income</b>	\$ 4,000	\$ -	\$ 665	16.6%

**SUMMARY OF WATER & SEWER FUND EXPENDITURES**

	<b>Budget</b>	<b>AMENDED</b>	<b>Actual</b>	<b>Budget %</b>
<b><u>TOTAL EXPENDITURES:</u></b>	\$ 5,467,246	\$ -	\$ 2,699,700	49.4%

	<b>Budget</b>	<b>AMENDED</b>	<b>Actual</b>	<b>Budget %</b>
<b>Meter Services:</b>	\$ 226,384	\$ -	\$ 50,464	22.3%

SUMMARY OF YEAR-END PROJECTIONS

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

33.3%

	CURRENT FISCAL YEAR						
	BUDGET		ACTUAL			PROJECTED	
	FY 2020-21		M-T-D	Y-T-D	Y-T-D	FY 2020-21	
	Original Budget	Amended Budget	Jan-21	Jan-21	% Budget	Jan-21	% Budget
<b>Revenues:</b>							
Water Sales	\$ 2,850,000		\$ 232,905	\$ 810,214	28.4%	\$ 950,000	33.3%
Sewer Sales	3,250,000		295,004	941,025	29.0%	\$ 1,083,333	33.3%
Late Charges	50,000		-	-	0.0%	\$ 16,667	33.3%
Reconnection Fees	30,000		-	-	0.0%	\$ 10,000	33.3%
Water Meters	5,000		-	555	11.1%	\$ 1,667	33.3%
Tap Fees	7,000		-	1,375	19.6%	\$ 2,333	33.3%
Convenience Fee	73,000		8,932	35,910	49.2%	\$ 24,333	33.3%
Interest Earnings	4,000		227	959	24.0%	\$ 1,333	33.3%
Miscellaneous	4,000		70	665	16.6%	\$ 1,333	33.3%
Transfer From Tornado Fund	-				0.0%	-	0.0%
<b>Total Revenues</b>	<b>\$ 6,273,000</b>	<b>\$ -</b>	<b>\$ 537,138</b>	<b>\$ 1,790,703</b>	<b>28.5%</b>	<b>\$ 2,091,000</b>	<b>33.3%</b>
<b>Expenditures:</b>							
Utility Administration	\$ 273,069		\$ 20,947	\$ 82,308	30.1%	\$ 91,023	33.3%
Meter Services	226,384		13,097	50,464	22.3%	\$ 75,461	33.3%
Water Operations	1,829,828		133,755	551,552	30.1%	\$ 609,943	33.3%
Wastewater Operations	3,116,965		958,690	2,008,375	64.4%	\$ 1,038,988	33.3%
Capital Project Hwy 664 Relocation	-		-	-	0.0%	\$ -	0.0%
G&A Reimbursement from Utility Fund MG	15,000		1,250	5,000	33.3%	\$ 5,000	33.3%
General Fund - Reimbursement for Cit	6,000		500	2,000	33.3%	\$ 2,000	33.3%
<b>Total Expenditures</b>	<b>\$ 5,467,246</b>	<b>\$ -</b>	<b>\$ 1,128,238</b>	<b>\$ 2,699,700</b>	<b>49.4%</b>	<b>\$ 1,822,415</b>	<b>33.3%</b>
<b>Total Revenues Over (Under) Exp</b>	<b>\$ 805,754</b>	<b>\$ -</b>	<b>\$ (591,100)</b>	<b>\$ (908,997)</b>		<b>\$ 268,585</b>	
<b>Other Funding Sources (Uses):</b>							
Debt service - bond payments						-	
SIB Loan							
Non-cash transactions:							
Capital lease proceeds	-		-	-		-	
Capital expenditures	-		-	(2,307)		-	
SIB Loan Proceeds							
Transfers In (Out):							
Debt Service Payments	-		-				
Transfer to Fund 402							
Transfer from Disaster Recovery Fund	-						
Transfer to GF Technology							
G&A Reimbursement from Utility Fund MG	-						
General Fund - Reimbursement for Cit	-						
General Fund - Reimbursement for Ta	-						
General Fund - Debt Repayment	-						
Transfer to GF - Operating Transfer (Tech)							
Capital Projects Fund - City Commitme	-	-	-	-		-	
<b>Net Change in Fund Balance</b>	<b>\$ 805,754</b>	<b>\$ -</b>		<b>\$ (913,083)</b>			
Total Unrestricted Fund Balance - BOY	2,242,162			2,242,162			
<b>Total Fund Balance - EOY</b>	<b>\$ 3,047,916</b>	<b>\$ -</b>		<b>\$ 1,329,079</b>		<b>\$ -</b>	
Less: Commitments for Specific Use						-	
Less: Assigned for Specific Use						-	
<b>Ending Fund Balance - Unrestricted</b>	<b>\$ 3,047,916</b>	<b>\$ -</b>		<b>\$ 1,329,079</b>		<b>\$ -</b>	
<b>AVERAGE DAILY EXPENDITURES</b>	<b>14,979</b>	<b>-</b>		<b>22,129</b>			
<b>Number of Days In Reserve</b>	<b>203</b>			<b>60</b>			

1/31/2021

10/1/2020

DRAINAGE FUND  
FOR THE MONTH ENDED JANUARY 31, 2021

Summary  
Revenues & Expenditures - Budget & Actual

**SUMMARY OF MUNICIPAL DRAINAGE FUND**

	<u>Budget</u>	<u>AMENDED</u>	<u>Actual</u>	<u>Budget %</u>
<u>TOTAL REVENUES:</u>	\$ 330,000	\$ -	\$ 101,066	30.6%

	<u>Budget</u>	<u>AMENDED</u>	<u>Actual</u>	<u>Budget %</u>
<u>TOTAL EXPENDITURES:</u>	\$ 282,033	\$ -	\$ 75,221	26.7%

**SUMMARY OF YEAR-END PROJECTIONS**

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

33.3%

	CURRENT FISCAL YEAR						
	BUDGET		ACTUAL			FY PROJECTED	
	FY 2020-21		M-T-D	Y-T-D	Y-T-D	FY 2020-21	
	Original Budget	Amended Budget	Jan-21	Jan-21	% Budget	Jan-21	% Budget
<b>Revenues:</b>							
Drainage Fees - Residential	\$ 300,000		\$ 27,265	\$ 92,139	30.7%	\$ 100,000	33.3%
Drainage Fees - Commercial	30,000		2,615	8,927	29.8%	10,000	33.3%
Interest	-		0	1	0.0%	-	0.0%
<b>Total Revenues</b>	<b>\$ 330,000</b>	<b>\$ -</b>	<b>\$ 29,880</b>	<b>\$ 101,066</b>	<b>30.6%</b>	<b>\$ 110,000</b>	<b>33.3%</b>
<b>Expenditures:</b>							
Storm Water Operations	266,258		\$ 14,944	\$ 69,962	26.3%	\$ 88,753	33.3%
Operating Transfer to General Fund	15,775	\$ -	\$ 1,315	\$ 5,258	33.3%	\$ 5,258	33.3%
<b>Total Expenditures</b>	<b>\$ 282,033</b>	<b>\$ -</b>	<b>\$ 16,259</b>	<b>\$ 75,221</b>	<b>26.7%</b>	<b>\$ 94,011</b>	<b>33.3%</b>
<b>Total Revenues Over (Under) Exp</b>	<b>\$ 47,967</b>	<b>\$ -</b>	<b>\$ 13,621</b>	<b>\$ 25,846</b>		<b>\$ 15,989</b>	
<b>Other Financing Sources (Uses):</b>							
Capital grant contributions	-	-	-	-		-	
Capital grant expenditures	-	-	-	-		-	
Non-cash transactions:							
Capital lease proceeds	-	-	-	-		-	
Capital lease expenditures	-	-	-	-		-	
Transfers In (Out) to Capital Proj Funds:							
Operating Transfer to General Fund	(15,775)		(1,315)	(5,258)	33.3%	-	
Capital Projects Fund - City Commit	-	-	-	-		-	
<b>Net Change in Fund Balance</b>	<b>\$ 32,192</b>	<b>\$ -</b>		<b>\$ 20,587</b>			
Total Unrestricted Fund Balance - BOY	265,645			265,645			
<b>Total Fund Balance - EOY</b>	<b>\$ 297,837</b>	<b>\$ -</b>		<b>\$ 286,232</b>		<b>\$ -</b>	
Less: Commitments for Specific Use	-	-		-		-	
<b>Ending Fund Balance - Unrestricted</b>	<b>\$ 297,837</b>	<b>\$ -</b>		<b>\$ 286,232</b>		<b>\$ -</b>	
<b>AVERAGE DAILY EXPENDITURES</b>	<b>\$ 773</b>	<b>\$ -</b>		<b>\$ 617</b>			
<b>Number of Days In Reserve</b>	<b>385</b>			<b>464</b>			

1/31/2021  
10/1/2020  
122

PRIOR FISCAL YEAR				
BUDGET		FY ACTUAL		
FY 2019-20		M-T-D	Y-T-D	Y-T-D
Original Budget	Amended Budget	January-20	January- 20	% Budget
\$ 283,030	\$ 305,257	\$ 24,951	\$ 85,360	28.0%
30,782	31,230	2,585	10,340	33.1%
-	23	3	12	0.0%
<b>\$ 313,812</b>	<b>\$ 336,510</b>	<b>\$ 27,539</b>	<b>\$ 95,713</b>	<b>31%</b>
315,928	\$ 288,664	\$ 29,848	\$ 104,485	36.2%
15,775	\$ 15,775	\$ 1,315	\$ 5,258	33.3%
<b>\$ 331,703</b>	<b>\$ 304,439</b>	<b>\$ 31,163</b>	<b>\$ 109,744</b>	<b>33%</b>
<b>\$ (17,891)</b>	<b>\$ 32,071</b>	<b>\$ (3,624)</b>	<b>\$ (14,031)</b>	
-	-	-	-	
-	-	-	-	
-	-	-	-	
(15,775)	(15,775)	(1,315)	(5,258)	33.3%
-	-	-	-	
<b>\$ (33,666)</b>	<b>\$ 16,296</b>		<b>\$ (19,289)</b>	
<b>\$ 464,768</b>	<b>\$ 288,977</b>		<b>\$ 288,977</b>	
<b>\$ 431,102</b>	<b>\$ 305,273</b>		<b>\$ 269,688</b>	
-	-		-	
<b>\$ 431,102</b>	<b>\$ 305,273</b>		<b>\$ 269,688</b>	
<b>\$ 909</b>	<b>\$ 834</b>			
<b>474</b>	<b>366</b>			

1/31/2021  
10/1/2020  
122

OTHER FUNDS  
FOR THE MONTH ENDED JANUARY 31, 2021

Summary  
Revenues & Expenditures - Budget & Actual

**SUMMARY OF OTHER FUNDS**

<b>DEBT SERVICE FUND</b>					
		<b>Budget</b>	<b>AMENDED</b>	<b>Actual</b>	<b>Budget %</b>
<b>TOTAL REVENUES:</b>		\$ 1,475,571	\$ -	\$ 1,306,984	88.6%
		<b>Budget</b>	<b>AMENDED</b>	<b>Actual</b>	<b>Budget %</b>
<b>TOTAL EXPENDITURES:</b>		\$ 1,475,689	\$ -	\$ 391,475	26.5%
<b>E911 FUND</b>					
		<b>Budget</b>	<b>AMENDED</b>	<b>Actual</b>	<b>Budget %</b>
<b>TOTAL REVENUES:</b>		\$ 70,000	\$ -	\$ 20,624	29.5%
		<b>Budget</b>	<b>AMENDED</b>	<b>Actual</b>	<b>Budget %</b>
<b>TOTAL EXPENDITURES:</b>		\$ 300,000	\$ -	\$ 11,306	0.00%
<b>VEHICLE REPLACEMENT FUND</b>					
		<b>BUDGET</b>	<b>AMENDED</b>	<b>Actual</b>	<b>Budget %</b>
<b>TOTAL REVENUES:</b>		\$ 250,000	\$ -	\$ 83,333	33.3%
		<b>BUDGET</b>	<b>AMENDED</b>	<b>Actual</b>	<b>Budget %</b>
<b>TOTAL EXPENDITURES:</b>		\$ -	\$ -	\$ -	#DIV/0!
<b>WATER SEWER IMPACT FUND</b>					
		<b>BUDGET</b>	<b>AMENDED</b>	<b>Actual</b>	<b>Budget %</b>
<b>TOTAL REVENUES:</b>		\$ 750,000	\$ -	\$ 211,918	28.3%
		<b>BUDGET</b>	<b>AMENDED</b>	<b>Actual</b>	<b>Budget %</b>
<b>TOTAL EXPENDITURES:</b>		\$ 1,720,000	\$ -	\$ 188,116	10.9%

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

FUND	FUND NAME	BUDGET					Y-T-D ACTUAL							
		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
<b>DEBT SERVICE FUND</b>														
300	Debt Service Fund	\$ 1,475,571	\$ 1,475,689	\$ (118)	\$ 194,977	\$ 194,859	\$ 1,306,984	89%	\$ 391,475	27%	\$ 915,509	-775854.7%	\$ 194,977	\$ 1,110,486
<b>SPECIAL REVENUE FUNDS</b>														
200	Court Technology Fund	\$ (3,000)	\$ -	\$ (3,000)	\$ 4,136	\$ 1,136	\$ 458	-15%	\$ -	0%	\$ 458	-15.3%	\$ 4,136	\$ 4,594
201	Court Security Fund	2,812	-	2,812	43,942	46,754	1,355	48%	-	0%	1,355	48.2%	43,942	45,297
205	E911 Fund	70,000	300,000	(230,000)	234,607	4,607	20,624	29%	11,306	0%	9,318	-4.1%	234,607	243,925
207	Family Festival	-	-	-	-	-	-	0%	-	0%	-	0.0%	-	-
213	Federal Seizure Fund	-	-	-	2,974	2,974	1	0%	-	0%	1	0.0%	2,974	2,974
214	State Seizure Fund	-	-	-	7,926	7,926	3	0%	-	0%	3	0.0%	7,926	7,928
250	Operating Grants Fund	1,367	-	1,367	151,550	152,917	451,088	0%	104,259	0%	346,829	25371.5%	151,550	498,379
		\$ 71,179	\$ 300,000	\$ (228,821)	\$ 445,134	\$ 216,313	\$ 473,529		\$ 115,565		\$ 357,963		\$ 445,134	\$ 803,098
<b>CAPITAL PROJECTS FUND</b>														
215	Street Impact Fees (restri)	\$ 387,500	\$ 1,000,000	\$ (612,500)	\$ 2,072,850	\$ 1,460,350	\$ 103,036	27%	\$ -	0%	\$ 103,036	-16.8%	\$ 2,072,850	\$ 2,175,886
230	Park Fees	175,750	470,000	(294,250)	1,017,090	722,840	49,168	28%	21,566	5%	27,601	-9.4%	1,017,090	1,044,692
400	2006 Bonds	-	6	(6)	18,748	18,742	16	0%	-	0%	16	-263.8%	18,748	18,764
402	City Hall Capital Proj Fund	-	345,820	(345,820)	763,292	417,472	522,614	0%	1,016,157	0%	(493,543)	142.7%	763,292	269,749
406	Vehicle Replacement Fund	250,000	-	250,000	351,708	601,708	83,333	33%	-	0%	83,333	33.3%	351,708	435,041
403	2016 GO Bonds	-	7,000,000	(7,000,000)	13,879,462	6,879,462	3,708	#DIV/0!	1,105,786	0%	(1,102,078)	15.7%	13,879,462	12,777,384
410	Reserved for Capital Projects	181,000	3,000,000	(2,819,000)	6,227,921	3,408,921	-	0%	17,341	0%	(17,341)	0.6%	6,227,921	6,210,580
412	Veterans Memorial	-	-	-	(3,095)	(3,095)	-	0%	-	0%	-	-	(3,095)	(3,095)
425	COVID-19 Response	-	155,900	-	(288,309)	(288,309)	-	-	119,151	-	(119,151)	-	(288,309)	(407,460)
515-1&2	Water Sewer Impact Fund	750,000	1,720,000	(970,000)	3,447,595	2,477,595	211,918	28%	188,116	11%	23,803	-2.5%	3,447,595	3,471,397
											-	0.0%	-	-
		\$ 1,744,250	\$ 13,691,726	\$ (11,791,576)	\$ 27,516,186	\$ 15,724,610	\$ 976,071		\$ 2,499,320		\$ (1,523,250)		\$ 27,516,186	\$ 25,992,936

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

CHECK DATE: 1/01/2021 THRU 1/31/2021  
CLEAR DATE: 0/00/0000 THRU 99/99/9999  
STATEMENT: 0/00/0000 THRU 99/99/9999  
VOIDED DATE: 0/00/0000 THRU 99/99/9999  
AMOUNT: 0.00 THRU 999,999,999.99  
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
MISCELLANEOUS:								
1-00-1000	1/07/2021	MISC.	000001	OPTUM BANK, INC.	12.50	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000002	OPTUM BANK, INC.	20.00	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000003	PO HOLDING LLC	4.16	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000004	UNITEDHEALTHCARE INSURANCE COM	546.98	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000005	UNITEDHEALTHCARE INSURANCE COM	273.49	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000006	UNITEDHEALTHCARE INSURANCE COM	482.14	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000007	UNITEDHEALTHCARE INSURANCE COM	1,004.04	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000008	UNITEDHEALTHCARE INSURANCE COM	1,143.16	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000009	UNITEDHEALTHCARE INSURANCE COM	285.79	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000010	UNITEDHEALTHCARE INSURANCE COM	581.58	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000011	UNITEDHEALTHCARE INSURANCE COM	193.86	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000012	UNITEDHEALTHCARE INSURANCE COM	700.66	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000013	UNITEDHEALTHCARE INSURANCE COM	481.00	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000014	AMERICAN HERITAGE LIFE INSURAN	39.91	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000015	AMERICAN HERITAGE LIFE INSURAN	82.89	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000016	AMERICAN HERITAGE LIFE INSURAN	14.04	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000017	AMERICAN HERITAGE LIFE INSURAN	52.57	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000018	AMERICAN HERITAGE LIFE INSURAN	19.05	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000019	Superior Vision of Texas	27.44	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000020	Superior Vision of Texas	3.43	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000021	Superior Vision of Texas	11.76	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000022	Superior Vision of Texas	24.96	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000023	Superior Vision of Texas	8.98	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000024	LINCOLN NATIONAL LIFE INSURANC	170.60	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000025	LINCOLN NATIONAL LIFE INSURANC	17.06	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000026	LINCOLN NATIONAL LIFE INSURANC	110.55	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000027	LINCOLN NATIONAL LIFE INSURANC	135.84	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000028	LINCOLN NATIONAL LIFE INSURANC	67.75	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000029	LINCOLN NATIONAL LIFE INSURANC	64.87	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000030	LINCOLN NATIONAL LIFE INSURANC	22.88	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000031	LINCOLN NATIONAL LIFE INSURANC	81.74	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000032	LINCOLN NATIONAL LIFE INSURANC	4.96	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000033	LINCOLN NATIONAL LIFE INSURANC	2.13	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000034	LINCOLN NATIONAL LIFE INSURANC	37.21	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000035	LINCOLN NATIONAL LIFE INSURANC	2.11	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000001	OPTUM BANK, INC.	11.41	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000002	OPTUM BANK, INC.	1.09	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000003	OPTUM BANK, INC.	12.26	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000004	OPTUM BANK, INC.	16.02	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000005	PO HOLDING LLC	6.74	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000006	PO HOLDING LLC	4.16	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000007	UNITEDHEALTHCARE INSURANCE COM	451.24	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000008	UNITEDHEALTHCARE INSURANCE COM	441.55	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000009	UNITEDHEALTHCARE INSURANCE COM	222.39	OUTSTND	A	0/00/0000

2/19/2021 8:23 AM  
 COMPANY: 100 - GENERAL FUND  
 ACCOUNT: 1-00-1000 CLAIM ON POOLED CASH  
 TYPE: All  
 STATUS: All  
 FOLIO: All

CHECK RECONCILIATION REGISTER

CHECK DATE: 1/01/2021 THRU 1/31/2021  
 CLEAR DATE: 0/00/0000 THRU 99/99/9999  
 STATEMENT: 0/00/0000 THRU 99/99/9999  
 VOIDED DATE: 0/00/0000 THRU 99/99/9999  
 AMOUNT: 0.00 THRU 999,999,999.99  
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
MISCELLANEOUS:								
1-00-1000	1/19/2021	MISC.	000010	UNITEDHEALTHCARE INSURANCE COM	977.32	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000011	UNITEDHEALTHCARE INSURANCE COM	877.23	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000012	UNITEDHEALTHCARE INSURANCE COM	126.28	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000013	UNITEDHEALTHCARE INSURANCE COM	97.86	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000014	UNITEDHEALTHCARE INSURANCE COM	857.37	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000015	UNITEDHEALTHCARE INSURANCE COM	237.42	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000016	UNITEDHEALTHCARE INSURANCE COM	329.26	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000017	UNITEDHEALTHCARE INSURANCE COM	344.88	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000018	UNITEDHEALTHCARE INSURANCE COM	160.80	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000019	UNITEDHEALTHCARE INSURANCE COM	220.89	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000020	UNITEDHEALTHCARE INSURANCE COM	561.16	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000021	UNITEDHEALTHCARE INSURANCE COM	92.76	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000022	UNITEDHEALTHCARE INSURANCE COM	388.24	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000023	UNITEDHEALTHCARE INSURANCE COM	641.37	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000024	AMERICAN HERITAGE LIFE INSURAN	55.26	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000025	AMERICAN HERITAGE LIFE INSURAN	77.90	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000026	AMERICAN HERITAGE LIFE INSURAN	32.12	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000027	AMERICAN HERITAGE LIFE INSURAN	40.34	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000028	AMERICAN HERITAGE LIFE INSURAN	15.64	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000029	Superior Vision of Texas	9.44	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000030	Superior Vision of Texas	19.10	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000031	Superior Vision of Texas	2.84	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000032	Superior Vision of Texas	3.21	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000033	Superior Vision of Texas	9.62	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000034	Superior Vision of Texas	4.58	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000035	Superior Vision of Texas	22.11	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000036	Superior Vision of Texas	21.06	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000037	LINCOLN NATIONAL LIFE INSURANC	58.58	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000038	LINCOLN NATIONAL LIFE INSURANC	120.07	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000039	LINCOLN NATIONAL LIFE INSURANC	13.88	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000040	LINCOLN NATIONAL LIFE INSURANC	32.99	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000041	LINCOLN NATIONAL LIFE INSURANC	90.91	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000042	LINCOLN NATIONAL LIFE INSURANC	36.48	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000043	LINCOLN NATIONAL LIFE INSURANC	122.44	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000044	LINCOLN NATIONAL LIFE INSURANC	157.45	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000045	LINCOLN NATIONAL LIFE INSURANC	23.02	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000046	LINCOLN NATIONAL LIFE INSURANC	46.60	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000047	LINCOLN NATIONAL LIFE INSURANC	18.80	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000048	LINCOLN NATIONAL LIFE INSURANC	22.56	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000049	LINCOLN NATIONAL LIFE INSURANC	70.55	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000050	LINCOLN NATIONAL LIFE INSURANC	4.09	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000051	LINCOLN NATIONAL LIFE INSURANC	22.64	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000052	LINCOLN NATIONAL LIFE INSURANC	31.58	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000053	LINCOLN NATIONAL LIFE INSURANC	9.64	OUTSTND	A	0/00/0000

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

CHECK DATE: 1/01/2021 THRU 1/31/2021  
CLEAR DATE: 0/00/0000 THRU 99/99/9999  
STATEMENT: 0/00/0000 THRU 99/99/9999  
VOIDED DATE: 0/00/0000 THRU 99/99/9999  
AMOUNT: 0.00 THRU 999,999,999.99  
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
MISCELLANEOUS:								
1-00-1000	1/19/2021	MISC.	000054	LINCOLN NATIONAL LIFE INSURANC	5.04	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000055	LINCOLN NATIONAL LIFE INSURANC	6.64	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000056	LINCOLN NATIONAL LIFE INSURANC	2.39	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000057	LINCOLN NATIONAL LIFE INSURANC	15.42	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000058	LINCOLN NATIONAL LIFE INSURANC	32.71	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000059	LINCOLN NATIONAL LIFE INSURANC	1.74	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000060	DEER OAKS EAD SERVICES, LLC	7.79	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000061	DEER OAKS EAD SERVICES, LLC	10.95	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000062	DEER OAKS EAD SERVICES, LLC	3.35	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:	15,093.32		
				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: 1/01/2021 THRU 1/31/2021  
CLEAR DATE: 0/00/0000 THRU 99/99/9999  
STATEMENT: 0/00/0000 THRU 99/99/9999  
VOIDED DATE: 0/00/0000 THRU 99/99/9999  
AMOUNT: 0.00 THRU 999,999,999.99  
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-00-1015	1/04/2021	CHECK	920666	LINCOLN NATIONAL LIFE INSURANC	6,643.16CR	OUTSTND	A	0/00/0000
1-00-1015	1/04/2021	CHECK	920667	UNITEDHEALTHCARE INSURANCE COM	49,775.93CR	OUTSTND	A	0/00/0000
1-00-1015	1/08/2021	CHECK	920668	PO HOLDING LLC	561.16CR	OUTSTND	A	0/00/0000
1-00-1015	1/08/2021	CHECK	920669	OPTUM BANK, INC.	917.67CR	OUTSTND	A	0/00/0000
1-00-1015	1/21/2021	CHECK	920670	PO HOLDING LLC	561.16CR	OUTSTND	A	0/00/0000
1-00-1015	1/21/2021	CHECK	920671	OPTUM BANK, INC.	936.90CR	OUTSTND	A	0/00/0000
1-00-1015	1/29/2021	CHECK	920672	Superior Vision of Texas	568.15CR	OUTSTND	A	0/00/0000
1-00-1015	1/29/2021	CHECK	920673	LINCOLN NATIONAL LIFE INSURANC	7,253.77CR	OUTSTND	A	0/00/0000
1-00-1015	1/29/2021	CHECK	920674	DEER OAKS EAD SERVICES, LLC	80.58CR	OUTSTND	A	0/00/0000
1-00-1015	1/29/2021	CHECK	920675	UNITEDHEALTHCARE INSURANCE COM	48,316.57CR	OUTSTND	A	0/00/0000
1-00-1015	1/29/2021	CHECK	920676	AMERICAN HERITAGE LIFE INSURAN	1,103.40CR	OUTSTND	A	0/00/0000

TOTALS FOR ACCOUNT 1-00-101

CHECK	TOTAL:	116,718.45CR
DEPOSIT	TOTAL:	0.00
INTEREST	TOTAL:	0.00
MISCELLANEOUS	TOTAL:	0.00
SERVICE CHARGE	TOTAL:	0.00
EFT	TOTAL:	0.00
BANK-DRAFT	TOTAL:	0.00

TOTALS FOR GENERAL FUND

CHECK	TOTAL:	116,718.45CR
DEPOSIT	TOTAL:	0.00
INTEREST	TOTAL:	0.00
MISCELLANEOUS	TOTAL:	15,093.32
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: 1/01/2021 THRU 1/31/2021  
 CLEAR DATE: 0/00/0000 THRU 99/99/9999  
 STATEMENT: 0/00/0000 THRU 99/99/9999  
 VOIDED DATE: 0/00/0000 THRU 99/99/9999  
 AMOUNT: 0.00 THRU 999,999,999.99  
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
MISCELLANEOUS:								
1-00-1000	1/07/2021	MISC.	000001	UNITEDHEALTHCARE INSURANCE COM	482.14CR	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000002	AMERICAN HERITAGE LIFE INSURAN	39.91CR	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000003	AMERICAN HERITAGE LIFE INSURAN	14.04CR	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000004	Superior Vision of Texas	8.98CR	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000005	LINCOLN NATIONAL LIFE INSURANC	67.75CR	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000006	LINCOLN NATIONAL LIFE INSURANC	2.13CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000001	OPTUM BANK, INC.	11.41CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000002	OPTUM BANK, INC.	12.26CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000003	PO HOLDING LLC	6.74CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000004	UNITEDHEALTHCARE INSURANCE COM	451.24CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000005	UNITEDHEALTHCARE INSURANCE COM	977.32CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000006	UNITEDHEALTHCARE INSURANCE COM	126.28CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000007	UNITEDHEALTHCARE INSURANCE COM	97.86CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000008	UNITEDHEALTHCARE INSURANCE COM	329.26CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000009	UNITEDHEALTHCARE INSURANCE COM	220.89CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000010	UNITEDHEALTHCARE INSURANCE COM	92.76CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000011	UNITEDHEALTHCARE INSURANCE COM	641.37CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000012	AMERICAN HERITAGE LIFE INSURAN	55.26CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000013	AMERICAN HERITAGE LIFE INSURAN	32.12CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000014	Superior Vision of Texas	9.44CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000015	Superior Vision of Texas	3.21CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000016	Superior Vision of Texas	4.58CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000017	Superior Vision of Texas	21.06CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000018	LINCOLN NATIONAL LIFE INSURANC	58.58CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000019	LINCOLN NATIONAL LIFE INSURANC	32.99CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000020	LINCOLN NATIONAL LIFE INSURANC	36.48CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000021	LINCOLN NATIONAL LIFE INSURANC	157.45CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000022	LINCOLN NATIONAL LIFE INSURANC	23.02CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000023	LINCOLN NATIONAL LIFE INSURANC	22.56CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000024	LINCOLN NATIONAL LIFE INSURANC	22.64CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000025	LINCOLN NATIONAL LIFE INSURANC	5.04CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000026	LINCOLN NATIONAL LIFE INSURANC	15.42CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000027	DEER OAKS EAD SERVICES, LLC	7.79CR	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:	4,089.98CR
	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: 1/01/2021 THRU 1/31/2021  
CLEAR DATE: 0/00/0000 THRU 99/99/9999  
STATEMENT: 0/00/0000 THRU 99/99/9999  
VOIDED DATE: 0/00/0000 THRU 99/99/9999  
AMOUNT: 0.00 THRU 999,999,999.99  
CHECK NUMBER: 000000 THRU 999999

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

TOTALS FOR COVID-19 RESPONSE

CHECK TOTAL: 0.00  
DEPOSIT TOTAL: 0.00  
INTEREST TOTAL: 0.00  
MISCELLANEOUS TOTAL: 4,089.98CR  
SERVICE CHARGE TOTAL: 0.00  
EFT TOTAL: 0.00  
BANK-DRAFT TOTAL: 0.00

COMPANY: 500 - WATER & SEWER FUND  
ACCOUNT: 1-00-1000 CLAIM ON POOLED CASH  
TYPE: All  
STATUS: All  
FOLIO: All

CHECK DATE: 1/01/2021 THRU 1/31/2021  
CLEAR DATE: 0/00/0000 THRU 99/99/9999  
STATEMENT: 0/00/0000 THRU 99/99/9999  
VOIDED DATE: 0/00/0000 THRU 99/99/9999  
AMOUNT: 0.00 THRU 999,999,999.99  
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
MISCELLANEOUS:								
1-00-1000	1/07/2021	MISC.	000001	OPTUM BANK, INC.	12.50CR	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000002	OPTUM BANK, INC.	20.00CR	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000003	PO HOLDING LLC	4.16CR	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000004	UNITEDHEALTHCARE INSURANCE COM	546.98CR	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000005	UNITEDHEALTHCARE INSURANCE COM	1,004.04CR	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000006	UNITEDHEALTHCARE INSURANCE COM	1,143.16CR	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000007	UNITEDHEALTHCARE INSURANCE COM	581.58CR	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000008	UNITEDHEALTHCARE INSURANCE COM	700.66CR	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000009	AMERICAN HERITAGE LIFE INSURAN	82.89CR	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000010	AMERICAN HERITAGE LIFE INSURAN	52.57CR	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000011	Superior Vision of Texas	27.44CR	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000012	Superior Vision of Texas	24.96CR	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000013	LINCOLN NATIONAL LIFE INSURANC	170.60CR	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000014	LINCOLN NATIONAL LIFE INSURANC	135.84CR	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000015	LINCOLN NATIONAL LIFE INSURANC	64.87CR	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000016	LINCOLN NATIONAL LIFE INSURANC	81.74CR	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000017	LINCOLN NATIONAL LIFE INSURANC	37.21CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000001	OPTUM BANK, INC.	1.09CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000002	OPTUM BANK, INC.	16.02CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000003	PO HOLDING LLC	4.16CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000004	UNITEDHEALTHCARE INSURANCE COM	441.55CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000005	UNITEDHEALTHCARE INSURANCE COM	877.23CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000006	UNITEDHEALTHCARE INSURANCE COM	857.37CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000007	UNITEDHEALTHCARE INSURANCE COM	344.88CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000008	UNITEDHEALTHCARE INSURANCE COM	561.16CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000009	AMERICAN HERITAGE LIFE INSURAN	77.90CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000010	AMERICAN HERITAGE LIFE INSURAN	40.34CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000011	Superior Vision of Texas	19.10CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000012	Superior Vision of Texas	22.11CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000013	LINCOLN NATIONAL LIFE INSURANC	120.07CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000014	LINCOLN NATIONAL LIFE INSURANC	122.44CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000015	LINCOLN NATIONAL LIFE INSURANC	46.60CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000016	LINCOLN NATIONAL LIFE INSURANC	70.55CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000017	LINCOLN NATIONAL LIFE INSURANC	31.58CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000018	LINCOLN NATIONAL LIFE INSURANC	6.64CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000019	LINCOLN NATIONAL LIFE INSURANC	32.71CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000020	DEER OAKS EAD SERVICES, LLC	10.95CR	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:	8,395.65CR	
SERVICE CHARGE	TOTAL:	0.00	
EFT	TOTAL:	0.00	
BANK-DRAFT	TOTAL:	0.00	

COMPANY: 500 - WATER & SEWER FUND  
 ACCOUNT: 1-00-1000 CLAIM ON POOLED CASH  
 TYPE: All  
 STATUS: All  
 FOLIO: All

CHECK DATE: 1/01/2021 THRU 1/31/2021  
 CLEAR DATE: 0/00/0000 THRU 99/99/9999  
 STATEMENT: 0/00/0000 THRU 99/99/9999  
 VOIDED DATE: 0/00/0000 THRU 99/99/9999  
 AMOUNT: 0.00 THRU 999,999,999.99  
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
TOTALS FOR WATER & SEWER FUND				CHECK	TOTAL:			0.00
				DEPOSIT	TOTAL:			0.00
				INTEREST	TOTAL:			0.00
				MISCELLANEOUS	TOTAL:			8,395.65CR
				SERVICE CHARGE	TOTAL:			0.00
				EFT	TOTAL:			0.00
				BANK-DRAFT	TOTAL:			0.00

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
MISCELLANEOUS:								
1-00-1000	1/07/2021	MISC.	000001	UNITEDHEALTHCARE INSURANCE COM	273.49CR	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000002	UNITEDHEALTHCARE INSURANCE COM	285.79CR	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000003	UNITEDHEALTHCARE INSURANCE COM	193.86CR	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000004	UNITEDHEALTHCARE INSURANCE COM	481.00CR	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000005	AMERICAN HERITAGE LIFE INSURAN	19.05CR	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000006	Superior Vision of Texas	3.43CR	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000007	Superior Vision of Texas	11.76CR	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000008	LINCOLN NATIONAL LIFE INSURANC	17.06CR	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000009	LINCOLN NATIONAL LIFE INSURANC	110.55CR	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000010	NATIONAL LIFE INSURANC	22.88CR	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000011	LINCOLN NATIONAL LIFE INSURANC	4.96CR	OUTSTND	A	0/00/0000
1-00-1000	1/07/2021	MISC.	000012	LINCOLN NATIONAL LIFE INSURANC	2.11CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000001	UNITEDHEALTHCARE INSURANCE COM	222.39CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000002	UNITEDHEALTHCARE INSURANCE COM	237.42CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000003	UNITEDHEALTHCARE INSURANCE COM	160.80CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000004	UNITEDHEALTHCARE INSURANCE COM	388.24CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000005	AMERICAN HERITAGE LIFE INSURAN	15.64CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000006	Superior Vision of Texas	2.84CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000007	Superior Vision of Texas	9.62CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000008	LINCOLN NATIONAL LIFE INSURANC	13.88CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000009	LINCOLN NATIONAL LIFE INSURANC	90.91CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000010	LINCOLN NATIONAL LIFE INSURANC	18.80CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000011	LINCOLN NATIONAL LIFE INSURANC	4.09CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000012	LINCOLN NATIONAL LIFE INSURANC	9.64CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000013	LINCOLN NATIONAL LIFE INSURANC	2.39CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000014	LINCOLN NATIONAL LIFE INSURANC	1.74CR	OUTSTND	A	0/00/0000
1-00-1000	1/19/2021	MISC.	000015	DEER OAKS EAD SERVICES, LLC	3.35CR	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:	2,607.69CR		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		
TOTALS FOR MUNICIPAL DRAINAGE FUND				CHECK	TOTAL:	0.00		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	2,607.69CR		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		

CHECK RECONCILIATION REGISTER

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
<b>BANK DRAFT:</b>								
1-00-1099	1/07/2021	BANK-DRAFT	000232	INTERNAL REVENUE SERVICE	47,892.28CR	OUTSTND	A	0/00/0000
1-00-1099	1/07/2021	BANK-DRAFT	000233	TEXAS CHILD SUPPORT	2,269.39CR	OUTSTND	A	0/00/0000
1-00-1099	1/07/2021	BANK-DRAFT	000234	State Disbursement Unit	398.00CR	OUTSTND	A	0/00/0000
1-00-1099	1/21/2021	BANK-DRAFT	000235	INTERNAL REVENUE SERVICE	43,487.68CR	OUTSTND	A	0/00/0000
1-00-1099	1/21/2021	BANK-DRAFT	000236	TEXAS CHILD SUPPORT	2,269.39CR	OUTSTND	A	0/00/0000
1-00-1099	1/21/2021	BANK-DRAFT	000237	State Disbursement Unit	398.00CR	OUTSTND	A	0/00/0000
<b>CHECK:</b>								
1-00-1099	1/04/2021	CHECK	121593	HILCO ELECTRIC	6,725.98CR	OUTSTND	A	0/00/0000
1-00-1099	1/04/2021	CHECK	121594	TPX COMMUNICATIONS	6,085.30CR	OUTSTND	A	0/00/0000
1-00-1099	1/07/2021	CHECK	121595	PAYROLL CHECK	3,593.76CR	OUTSTND	P	0/00/0000
1-00-1099	1/07/2021	CHECK	121596	PAYROLL CHECK	2,170.72CR	OUTSTND	P	0/00/0000
1-00-1099	1/05/2021	CHECK	121597	FBM PROPERTY	64.30CR	OUTSTND	A	0/00/0000
1-00-1099	1/05/2021	CHECK	121598	MOSLEY, CHARLES & RE	65.62CR	OUTSTND	A	0/00/0000
1-00-1099	1/05/2021	CHECK	121599	ALVAREZ, ELIZABETH	14.62CR	OUTSTND	A	0/00/0000
1-00-1099	1/05/2021	CHECK	121600	SANDOVAL, ANDREW/ESM	51.32CR	OUTSTND	A	0/00/0000
1-00-1099	1/05/2021	CHECK	121601	CENTRUY 21 JUDGE FIT	64.30CR	OUTSTND	A	0/00/0000
1-00-1099	1/05/2021	CHECK	121602	RODRIGUEZ, FRANCISCA	64.82CR	OUTSTND	A	0/00/0000
1-00-1099	1/05/2021	CHECK	121603	LEVEL ONE PAVING, IN	1,175.18CR	OUTSTND	A	0/00/0000
1-00-1099	1/05/2021	CHECK	121604	JOHNSON, BENJAMIN	59.89CR	OUTSTND	A	0/00/0000
1-00-1099	1/05/2021	CHECK	121605	MANNING, OTIS	0.87CR	OUTSTND	A	0/00/0000
1-00-1099	1/05/2021	CHECK	121606	MAIN STREET RENEWAL	67.04CR	OUTSTND	A	0/00/0000
1-00-1099	1/05/2021	CHECK	121607	ROSAURA VALLE, FRAN	10.84CR	OUTSTND	A	0/00/0000
1-00-1099	1/05/2021	CHECK	121608	MPSP TC GH MHC, LLC	85.54CR	OUTSTND	A	0/00/0000
1-00-1099	1/05/2021	CHECK	121609	MARLON WASHINGT, STE	8.42CR	OUTSTND	A	0/00/0000
1-00-1099	1/05/2021	CHECK	121610	WILLIAMS, PRENTICE	8.44CR	OUTSTND	A	0/00/0000
1-00-1099	1/05/2021	CHECK	121611	BRAZOS VALLEY CONTRA	440.14CR	OUTSTND	A	0/00/0000
1-00-1099	1/05/2021	CHECK	121612	GRISBY-MELTON, FATIM	4.91CR	OUTSTND	A	0/00/0000
1-00-1099	1/05/2021	CHECK	121613	CASARISE REAL ESTATE	27.60CR	OUTSTND	A	0/00/0000
1-00-1099	1/07/2021	CHECK	121614	ICMA	1,793.49CR	OUTSTND	A	0/00/0000
1-00-1099	1/07/2021	CHECK	121615	KEITH'S ACE HARDWARE	1.79CR	OUTSTND	A	0/00/0000
1-00-1099	1/07/2021	CHECK	121616	AIR SUPPLY	87.40CR	OUTSTND	A	0/00/0000
1-00-1099	1/07/2021	CHECK	121617	BRITTON METER REPAIR	789.58CR	OUTSTND	A	0/00/0000
1-00-1099	1/07/2021	CHECK	121618	Home Depot Credit Services	291.10CR	OUTSTND	A	0/00/0000
1-00-1099	1/07/2021	CHECK	121619	MASSEY'S TIRES & WHEELS	129.00CR	OUTSTND	A	0/00/0000
1-00-1099	1/07/2021	CHECK	121620	BLUETARP FINANCIAL, INC.	99.97CR	OUTSTND	A	0/00/0000
1-00-1099	1/07/2021	CHECK	121621	ROADRUNNER TRAFFIC SUPPLY, INC	18.25CR	OUTSTND	A	0/00/0000
1-00-1099	1/07/2021	CHECK	121622	TRINITY RIVER AUTHORITY	307,046.00CR	OUTSTND	A	0/00/0000
1-00-1099	1/07/2021	CHECK	121623	WASTE MANAGEMENT DALLAS	74,611.92CR	OUTSTND	A	0/00/0000
1-00-1099	1/07/2021	CHECK	121624	BOUND TREE MEDICAL, LLC.	47.49CR	OUTSTND	A	0/00/0000
1-00-1099	1/07/2021	CHECK	121625	GEAR CLEANING SOLUTIONS, LLC.	644.00CR	OUTSTND	A	0/00/0000
1-00-1099	1/07/2021	CHECK	121626	North Central Texas Trauma Reg	104.24CR	OUTSTND	A	0/00/0000
1-00-1099	1/07/2021	CHECK	121627	J.T. HORN OIL CO., INC.	2,273.80CR	OUTSTND	A	0/00/0000
1-00-1099	1/07/2021	CHECK	121628	CURTIS LEE NOTTINGHAM II	1,039.83CR	OUTSTND	A	0/00/0000

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-00-1099	1/07/2021	CHECK	121629	CASS ROBERT CALLAWAY	2,000.00CR	OUTSTND	A	0/00/0000
1-00-1099	1/07/2021	CHECK	121630	DIKITA ENTERPRISES, INC.	54,336.75CR	OUTSTND	A	0/00/0000
1-00-1099	1/12/2021	CHECK	121631	ATMOS ENERGY	243.59CR	OUTSTND	A	0/00/0000
1-00-1099	1/12/2021	CHECK	121632	IMPERATIVE INFORMATION GROUP,	337.50CR	OUTSTND	A	0/00/0000
1-00-1099	1/12/2021	CHECK	121633	OFFICE DEPOT (ONLINE)	279.21CR	OUTSTND	A	0/00/0000
1-00-1099	1/12/2021	CHECK	121634	WASTE MANAGEMENT DALLAS	73,529.01CR	OUTSTND	A	0/00/0000
1-00-1099	1/12/2021	CHECK	121635	TCEQ	100.00CR	OUTSTND	A	0/00/0000
1-00-1099	1/12/2021	CHECK	121636	NEVILL FINANCIAL LEASING (CH)	2,757.40CR	OUTSTND	A	0/00/0000
1-00-1099	1/12/2021	CHECK	121637	FLEET SERVICES	31.90CR	OUTSTND	A	0/00/0000
1-00-1099	1/12/2021	CHECK	121638	KYOCERA DOCUMENT SOLUTIONS AME	581.62CR	OUTSTND	A	0/00/0000
1-00-1099	1/12/2021	CHECK	121639	AT&T	69.65CR	OUTSTND	A	0/00/0000
1-00-1099	1/12/2021	CHECK	121640	J.T. HORN OIL CO., INC.	3,049.21CR	OUTSTND	A	0/00/0000
1-00-1099	1/12/2021	CHECK	121641	T-MOBILE USA INC.	1,901.03CR	OUTSTND	A	0/00/0000
1-00-1099	1/12/2021	CHECK	121642	CITI BANK	6,824.51CR	OUTSTND	A	0/00/0000
1-00-1099	1/12/2021	CHECK	121643	PUBLIC EMPLOYEE BENEFITS ALLIA	150.00CR	OUTSTND	A	0/00/0000
1-00-1099	1/12/2021	CHECK	121644	MILESTONE ELECTRIC	103.00CR	OUTSTND	A	0/00/0000
1-00-1099	1/15/2021	CHECK	121645	KEITH'S ACE HARDWARE	219.66CR	OUTSTND	A	0/00/0000
1-00-1099	1/15/2021	CHECK	121646	USA BLUEBOOK	610.01CR	OUTSTND	A	0/00/0000
1-00-1099	1/15/2021	CHECK	121647	AIR SUPPLY	45.04CR	OUTSTND	A	0/00/0000
1-00-1099	1/15/2021	CHECK	121648	BRITTON METER REPAIR	1,369.68CR	OUTSTND	A	0/00/0000
1-00-1099	1/15/2021	CHECK	121649	GALLS INCORPORATED	2,079.42CR	OUTSTND	A	0/00/0000
1-00-1099	1/15/2021	CHECK	121650	NATIONAL ALL PRO QUICK LUBE	364.90CR	OUTSTND	A	0/00/0000
1-00-1099	1/15/2021	CHECK	121651	O'REILLY AUTOMOTIVE, INC.	27.72CR	OUTSTND	A	0/00/0000
1-00-1099	1/15/2021	CHECK	121652	RED OAK AUTO PARTS	27.88CR	OUTSTND	A	0/00/0000
1-00-1099	1/15/2021	CHECK	121653	SIRCHIE FINGER PRINT	275.10CR	OUTSTND	A	0/00/0000
1-00-1099	1/15/2021	CHECK	121654	WISEMAN HARDWARE, INC.	85.99CR	OUTSTND	A	0/00/0000
1-00-1099	1/15/2021	CHECK	121655	BOUND TREE MEDICAL, LLC.	1,127.69CR	OUTSTND	A	0/00/0000
1-00-1099	1/15/2021	CHECK	121656	AUGUST INDUSTRIES	179.00CR	OUTSTND	A	0/00/0000
1-00-1099	1/15/2021	CHECK	121657	METRO FIRE APPARATUS SPECIALIS	661.74CR	OUTSTND	A	0/00/0000
1-00-1099	1/15/2021	CHECK	121658	ERIN TECHNOLOGY, LLC	750.00CR	OUTSTND	A	0/00/0000
1-00-1099	1/15/2021	CHECK	121659	LEATHAM FAMILY, LLC	1,090.00CR	OUTSTND	A	0/00/0000
1-00-1099	1/15/2021	CHECK	121660	COUFAL-PRATER EQUIPMENT LLC	38.63CR	OUTSTND	A	0/00/0000
1-00-1099	1/15/2021	CHECK	121661	ONCORE HEALTHCARE SOLUTIONS, L	116.00CR	OUTSTND	A	0/00/0000
1-00-1099	1/15/2021	CHECK	121662	DFW COMMUNICATIONS, INC.	559.00CR	OUTSTND	A	0/00/0000
1-00-1099	1/15/2021	CHECK	121663	TRANSUNION RISK AND ALTERNATIV	68.10CR	OUTSTND	A	0/00/0000
1-00-1099	1/15/2021	CHECK	121664	AIRESPRING INC.	872.45CR	OUTSTND	A	0/00/0000
1-00-1099	1/15/2021	CHECK	121665	STANARD & ASSOCIATES, INC	2,890.00CR	OUTSTND	A	0/00/0000
1-00-1099	1/15/2021	CHECK	121666	AMERICAN FUTURE SYSTEMS, INC.	79.50CR	OUTSTND	A	0/00/0000
1-00-1099	1/15/2021	CHECK	121667	MICHELLE BAUTISTA	26.90CR	OUTSTND	A	0/00/0000
1-00-1099	1/21/2021	CHECK	121668	PAYROLL CHECK	3,593.77CR	OUTSTND	P	0/00/0000
1-00-1099	1/21/2021	CHECK	121669	PAYROLL CHECK	1,733.85CR	OUTSTND	P	0/00/0000
1-00-1099	1/21/2021	CHECK	121670	ICMA	1,734.97CR	OUTSTND	A	0/00/0000
1-00-1099	1/21/2021	CHECK	121671	KEITH'S ACE HARDWARE	190.69CR	OUTSTND	A	0/00/0000
1-00-1099	1/21/2021	CHECK	121672	ATMOS ENERGY	401.38CR	OUTSTND	A	0/00/0000

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

CHECK DATE: 1/01/2021 THRU 1/31/2021  
CLEAR DATE: 0/00/0000 THRU 99/99/9999  
STATEMENT: 0/00/0000 THRU 99/99/9999  
VOIDED DATE: 0/00/0000 THRU 99/99/9999  
AMOUNT: 0.00 THRU 999,999,999.99  
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-00-1099	1/21/2021	CHECK	121673	BRITTON METER REPAIR	289.92CR	OUTSTND	A	0/00/0000
1-00-1099	1/21/2021	CHECK	121674	CARDINAL TRACKING INC,	201.11CR	OUTSTND	A	0/00/0000
1-00-1099	1/21/2021	CHECK	121675	COUNTRYSIDE VETERINARY CLINIC	19.81CR	OUTSTND	A	0/00/0000
1-00-1099	1/21/2021	CHECK	121676	GT DISTRIBUTORS, INC.	528.68CR	OUTSTND	A	0/00/0000
1-00-1099	1/21/2021	CHECK	121677	LANGUAGE LINE SERVICES	27.27CR	OUTSTND	A	0/00/0000
1-00-1099	1/21/2021	CHECK	121678	NATIONAL ALL PRO QUICK LUBE	83.40CR	OUTSTND	A	0/00/0000
1-00-1099	1/21/2021	CHECK	121679	O'REILLY AUTOMOTIVE, INC.	143.06CR	OUTSTND	A	0/00/0000
1-00-1099	1/21/2021	CHECK	121680	OFFICE DEPOT (ONLINE)	126.81CR	OUTSTND	A	0/00/0000
1-00-1099	1/21/2021	CHECK	121681	AT&T	1,154.15CR	OUTSTND	A	0/00/0000
1-00-1099	1/21/2021	CHECK	121682	PRIMARY HEALTH, INC d/b/a CARE	420.00CR	OUTSTND	A	0/00/0000
1-00-1099	1/21/2021	CHECK	121683	CITY OF DESOTO	5,000.00CR	OUTSTND	A	0/00/0000
1-00-1099	1/21/2021	CHECK	121684	CHARTER BUSINESS COMMUNICATION	95.83CR	OUTSTND	A	0/00/0000
1-00-1099	1/21/2021	CHECK	121685	AT&T TOLL FREE	146.00CR	OUTSTND	A	0/00/0000
1-00-1099	1/21/2021	CHECK	121686	LCRA ENVIRONMENTAL LAB SERVICE	427.84CR	OUTSTND	A	0/00/0000
1-00-1099	1/21/2021	CHECK	121687	Defender Supply LLC	108.00CR	OUTSTND	A	0/00/0000
1-00-1099	1/21/2021	CHECK	121688	APPLIED CONCEPTS, INC.	60.00CR	OUTSTND	A	0/00/0000
1-00-1099	1/21/2021	CHECK	121689	SOUTHERN COMPUTER WAREHOUSE, I	1,606.40CR	OUTSTND	A	0/00/0000
1-00-1099	1/21/2021	CHECK	121690	MDLAB, LLC	1,300.00CR	OUTSTND	A	0/00/0000
1-00-1099	1/21/2021	CHECK	121691	INSIGHT PUBLIC SECTOR	1,728.36CR	OUTSTND	A	0/00/0000
1-00-1099	1/26/2021	CHECK	121692	DALLAS WATER UTILITIES	96,730.88CR	OUTSTND	A	0/00/0000
1-00-1099	1/26/2021	CHECK	121693	HILCO ELECTRIC	7,169.16CR	OUTSTND	A	0/00/0000
1-00-1099	1/26/2021	CHECK	121694	TYLER TECHNOLOGIES	21,184.30CR	OUTSTND	A	0/00/0000
1-00-1099	1/26/2021	CHECK	121695	TXU ENERGY	8,920.85CR	OUTSTND	A	0/00/0000
1-00-1099	1/26/2021	CHECK	121696	TRINITY RIVER AUTHORITY	307,046.00CR	OUTSTND	A	0/00/0000
1-00-1099	1/26/2021	CHECK	121697	BOUND TREE MEDICAL, LLC.	3,831.19CR	OUTSTND	A	0/00/0000
1-00-1099	1/26/2021	CHECK	121698	TEXAS COMPTRROLLER OF PUBLIC AC	16,965.25CR	OUTSTND	A	0/00/0000
1-00-1099	1/26/2021	CHECK	121699	NICHOLS, JACKSON, DILLARD, HAG	6,822.25CR	OUTSTND	A	0/00/0000
1-00-1099	1/26/2021	CHECK	121700	DATAPROSE	3,613.71CR	OUTSTND	A	0/00/0000
1-00-1099	1/26/2021	CHECK	121701	CIVICPLUS, INC	10,916.00CR	OUTSTND	A	0/00/0000
1-00-1099	1/26/2021	CHECK	121702	MCGRIFF, SEIBELS & WILLIAMS, I	9,000.00CR	OUTSTND	A	0/00/0000
1-00-1099	1/26/2021	CHECK	121703	CITI BANK	2,412.80CR	OUTSTND	A	0/00/0000
1-00-1099	1/28/2021	CHECK	121704	TRINITY RIVER AUTHORITY	374,172.00CR	OUTSTND	A	0/00/0000
1-00-1099	1/29/2021	CHECK	121705	KEITH'S ACE HARDWARE	54.36CR	OUTSTND	A	0/00/0000
1-00-1099	1/29/2021	CHECK	121706	ATMOS ENERGY	104.54CR	OUTSTND	A	0/00/0000
1-00-1099	1/29/2021	CHECK	121707	BRITTON METER REPAIR	197.16CR	OUTSTND	A	0/00/0000
1-00-1099	1/29/2021	CHECK	121708	FOCUS DAILY NEWS	1,106.25CR	OUTSTND	A	0/00/0000
1-00-1099	1/29/2021	CHECK	121709	DESOTO JANITORIAL SUPPLY	157.30CR	OUTSTND	A	0/00/0000
1-00-1099	1/29/2021	CHECK	121710	Home Depot Credit Services	83.97CR	OUTSTND	A	0/00/0000
1-00-1099	1/29/2021	CHECK	121711	TYLER TECHNOLOGIES	866.00CR	OUTSTND	A	0/00/0000
1-00-1099	1/29/2021	CHECK	121712	LANDMARK EQUIPMENT	55,122.00CR	OUTSTND	A	0/00/0000
1-00-1099	1/29/2021	CHECK	121713	MASSEY'S TIRES & WHEELS	15.00CR	OUTSTND	A	0/00/0000
1-00-1099	1/29/2021	CHECK	121714	NATIONAL ALL PRO QUICK LUBE	68.40CR	OUTSTND	A	0/00/0000
1-00-1099	1/29/2021	CHECK	121715	OFFICE DEPOT (ONLINE)	202.33CR	OUTSTND	A	0/00/0000
1-00-1099	1/29/2021	CHECK	121716	CONSOLIDATED TRAFFIC CONTROLS,	260.00CR	OUTSTND	A	0/00/0000

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

CHECK DATE: 1/01/2021 THRU 1/31/2021  
CLEAR DATE: 0/00/0000 THRU 99/99/9999  
STATEMENT: 0/00/0000 THRU 99/99/9999  
VOIDED DATE: 0/00/0000 THRU 99/99/9999  
AMOUNT: 0.00 THRU 999,999,999.99  
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-00-1099	1/29/2021	CHECK	121717	CARLISLE CHEVROLET CADILLAC	275.60CR	OUTSTND	A	0/00/0000
1-00-1099	1/29/2021	CHECK	121718	McConnell & Jones LLP	28,250.00CR	OUTSTND	A	0/00/0000
1-00-1099	1/29/2021	CHECK	121719	J.T. HORN OIL CO., INC.	3,686.29CR	OUTSTND	A	0/00/0000
1-00-1099	1/29/2021	CHECK	121720	LINEBARGER GOGGAN BLAIR & SAMP	148.80CR	OUTSTND	A	0/00/0000
1-00-1099	1/29/2021	CHECK	121721	CIVICPLUS, INC	10,780.00CR	OUTSTND	A	0/00/0000
1-00-1099	1/29/2021	CHECK	121722	T-MOBILE USA INC.	2,052.99CR	OUTSTND	A	0/00/0000
1-00-1099	1/29/2021	CHECK	121723	DAHILL OFFICE TECHNOLOGY CORPO	1,140.25CR	OUTSTND	A	0/00/0000
DEPOSIT:								
1-00-1099	1/04/2021	DEPOSIT		ONLINE PAYMNT 1/04/2021	45.50	OUTSTND	C	0/00/0000
1-00-1099	1/04/2021	DEPOSIT	000001	CASH RECEIPTS	3,704.60	OUTSTND	M	0/00/0000
1-00-1099	1/04/2021	DEPOSIT	000002	CREDIT CARDS 1/04/2021	103.00	OUTSTND	C	0/00/0000
1-00-1099	1/04/2021	DEPOSIT	000003	REGULAR DAILY DEP 1/04/2021	3,515.00	OUTSTND	C	0/00/0000
1-00-1099	1/04/2021	DEPOSIT	000004	ONLINE PAYMNT 1/04/2021	7.00	OUTSTND	C	0/00/0000
1-00-1099	1/04/2021	DEPOSIT	000005	CASH RECEIPTS	1,612.80	OUTSTND	M	0/00/0000
1-00-1099	1/04/2021	DEPOSIT	000006	CREDIT CARDS 1/04/2021	4,244.45	OUTSTND	C	0/00/0000
1-00-1099	1/04/2021	DEPOSIT	000007	CREDIT CARDS 1/04/2021	444.04	OUTSTND	C	0/00/0000
1-00-1099	1/04/2021	DEPOSIT	000008	ONLINE PAYMNT 1/04/2021	26,629.56	OUTSTND	C	0/00/0000
1-00-1099	1/04/2021	DEPOSIT	000009	CREDIT CARDS 1/04/2021	3,711.04	OUTSTND	C	0/00/0000
1-00-1099	1/04/2021	DEPOSIT	000010	REGULAR DAILY DEP 1/04/2021	11,875.82	OUTSTND	C	0/00/0000
1-00-1099	1/05/2021	DEPOSIT		ONLINE PAYMNT 1/05/2021	7.00	OUTSTND	C	0/00/0000
1-00-1099	1/05/2021	DEPOSIT	000001	CASH RECEIPTS	868.90	OUTSTND	M	0/00/0000
1-00-1099	1/05/2021	DEPOSIT	000002	CASH RECEIPTS	259.90	OUTSTND	M	0/00/0000
1-00-1099	1/05/2021	DEPOSIT	000003	CREDIT CARDS 1/05/2021	1,785.28	OUTSTND	C	0/00/0000
1-00-1099	1/05/2021	DEPOSIT	000004	ONLINE PAYMNT 1/05/2021	4,823.96	OUTSTND	C	0/00/0000
1-00-1099	1/05/2021	DEPOSIT	000005	CREDIT CARDS 1/05/2021	3,775.47	OUTSTND	C	0/00/0000
1-00-1099	1/05/2021	DEPOSIT	000006	REGULAR DAILY DEP 1/05/2021	13,549.67	OUTSTND	C	0/00/0000
1-00-1099	1/06/2021	DEPOSIT		ONLINE PAYMNT 1/06/2021	3.50	OUTSTND	C	0/00/0000
1-00-1099	1/06/2021	DEPOSIT	000001	ONLINE PAYMNT 1/06/2021	6,382.73	OUTSTND	C	0/00/0000
1-00-1099	1/06/2021	DEPOSIT	000002	CASH RECEIPTS	886.60	OUTSTND	M	0/00/0000
1-00-1099	1/06/2021	DEPOSIT	000003	CREDIT CARDS 1/06/2021	1,922.86	OUTSTND	C	0/00/0000
1-00-1099	1/06/2021	DEPOSIT	000004	CREDIT CARDS 1/06/2021	2,704.20	OUTSTND	C	0/00/0000
1-00-1099	1/06/2021	DEPOSIT	000005	REGULAR DAILY DEP 1/06/2021	6,822.38	OUTSTND	C	0/00/0000
1-00-1099	1/06/2021	DEPOSIT	000006	DAILY PAYMENT POSTING - ADJ	306.48CR	OUTSTND	U	0/00/0000
1-00-1099	1/07/2021	DEPOSIT		CREDIT CARDS 1/07/2021	103.50	OUTSTND	C	0/00/0000
1-00-1099	1/07/2021	DEPOSIT	000001	CREDIT CARDS 1/07/2021	2,142.40	OUTSTND	C	0/00/0000
1-00-1099	1/07/2021	DEPOSIT	000002	REGULAR DAILY DEP 1/07/2021	19,453.91	OUTSTND	C	0/00/0000
1-00-1099	1/07/2021	DEPOSIT	000003	ONLINE PAYMNT 1/07/2021	3.50	OUTSTND	C	0/00/0000
1-00-1099	1/07/2021	DEPOSIT	000004	CASH RECEIPTS	1,269.80	OUTSTND	M	0/00/0000
1-00-1099	1/07/2021	DEPOSIT	000005	DAILY PAYMENT POSTING - ADJ	82.38CR	OUTSTND	U	0/00/0000
1-00-1099	1/07/2021	DEPOSIT	000006	ONLINE PAYMNT 1/07/2021	5,693.77	OUTSTND	C	0/00/0000
1-00-1099	1/07/2021	DEPOSIT	000007	CREDIT CARDS 1/07/2021	857.09	OUTSTND	C	0/00/0000
1-00-1099	1/07/2021	DEPOSIT	000008	CREDIT CARDS 1/07/2021	2,348.08	OUTSTND	C	0/00/0000
1-00-1099	1/07/2021	DEPOSIT	000009	REGULAR DAILY DEP 1/07/2021	15,995.28	OUTSTND	C	0/00/0000

2/7/2021 8:23 AM  
 COMPANY: 999 - POOLED CASH FUND  
 ACCOUNT: 1-00-1099 POOLED CASH  
 TYPE: All  
 STATUS: All  
 FOLIO: All

CHECK RECONCILIATION REGISTER

PAGE: 14  
 CHECK DATE: 1/01/2021 THRU 1/31/2021  
 CLEAR DATE: 0/00/0000 THRU 99/99/9999  
 STATEMENT: 0/00/0000 THRU 99/99/9999  
 VOIDED DATE: 0/00/0000 THRU 99/99/9999  
 AMOUNT: 0.00 THRU 999,999,999.99  
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
DEPOSIT:								
1-00-1099	1/08/2021	DEPOSIT		CASH RECEIPTS	143.90	OUTSTND	M	0/00/0000
1-00-1099	1/08/2021	DEPOSIT	000001	CREDIT CARDS 1/08/2021	350.20	OUTSTND	C	0/00/0000
1-00-1099	1/08/2021	DEPOSIT	000002	REGULAR DAILY DEP 1/08/2021	88,847.48	OUTSTND	C	0/00/0000
1-00-1099	1/08/2021	DEPOSIT	000003	ONLINE PAYMNT 1/08/2021	11,879.87	OUTSTND	C	0/00/0000
1-00-1099	1/08/2021	DEPOSIT	000004	CREDIT CARDS 1/08/2021	1,879.37	OUTSTND	C	0/00/0000
1-00-1099	1/08/2021	DEPOSIT	000005	CREDIT CARDS 1/08/2021	3,666.64	OUTSTND	C	0/00/0000
1-00-1099	1/08/2021	DEPOSIT	000006	REGULAR DAILY DEP 1/08/2021	15,208.93	OUTSTND	C	0/00/0000
1-00-1099	1/08/2021	DEPOSIT	000007	DAILY PAYMENT POSTING - ADJ	50.38CR	OUTSTND	U	0/00/0000
1-00-1099	1/08/2021	DEPOSIT	000008	DAILY PAYMENT POSTING	150.38	OUTSTND	U	0/00/0000
1-00-1099	1/11/2021	DEPOSIT		REGULAR DAILY DEP 1/11/2021	477.00	OUTSTND	C	0/00/0000
1-00-1099	1/11/2021	DEPOSIT	000001	CREDIT CARDS 1/11/2021	721.00	OUTSTND	C	0/00/0000
1-00-1099	1/11/2021	DEPOSIT	000002	ONLINE PAYMNT 1/11/2021	19,126.58	OUTSTND	C	0/00/0000
1-00-1099	1/11/2021	DEPOSIT	000003	CREDIT CARDS 1/11/2021	828.07	OUTSTND	C	0/00/0000
1-00-1099	1/11/2021	DEPOSIT	000004	CREDIT CARDS 1/11/2021	4,494.48	OUTSTND	C	0/00/0000
1-00-1099	1/11/2021	DEPOSIT	000005	REGULAR DAILY DEP 1/11/2021	15,512.95	OUTSTND	C	0/00/0000
1-00-1099	1/12/2021	DEPOSIT		ONLINE PAYMNT 1/12/2021	3.50	OUTSTND	C	0/00/0000
1-00-1099	1/12/2021	DEPOSIT	000001	ONLINE PAYMNT 1/12/2021	14.00	OUTSTND	C	0/00/0000
1-00-1099	1/12/2021	DEPOSIT	000002	CASH RECEIPTS	1,189.80	OUTSTND	M	0/00/0000
1-00-1099	1/12/2021	DEPOSIT	000003	CREDIT CARDS 1/12/2021	2,786.15	OUTSTND	C	0/00/0000
1-00-1099	1/12/2021	DEPOSIT	000004	ONLINE PAYMNT 1/12/2021	3.50	OUTSTND	C	0/00/0000
1-00-1099	1/12/2021	DEPOSIT	000005	CREDIT CARDS 1/12/2021	207.00	OUTSTND	C	0/00/0000
1-00-1099	1/12/2021	DEPOSIT	000006	CREDIT CARDS 1/12/2021	1,435.02	OUTSTND	C	0/00/0000
1-00-1099	1/12/2021	DEPOSIT	000007	CREDIT CARDS 1/12/2021	2,959.52	OUTSTND	C	0/00/0000
1-00-1099	1/12/2021	DEPOSIT	000008	REGULAR DAILY DEP 1/12/2021	31,087.98	OUTSTND	C	0/00/0000
1-00-1099	1/13/2021	DEPOSIT		REGULAR DAILY DEP 1/13/2021	260.00	OUTSTND	C	0/00/0000
1-00-1099	1/13/2021	DEPOSIT	000001	CASH RECEIPTS	1,519.60	OUTSTND	M	0/00/0000
1-00-1099	1/13/2021	DEPOSIT	000002	CREDIT CARDS 1/13/2021	360.50	OUTSTND	C	0/00/0000
1-00-1099	1/13/2021	DEPOSIT	000003	ONLINE PAYMNT 1/13/2021	16,702.66	OUTSTND	C	0/00/0000
1-00-1099	1/13/2021	DEPOSIT	000004	CREDIT CARDS 1/13/2021	4,509.87	OUTSTND	C	0/00/0000
1-00-1099	1/13/2021	DEPOSIT	000005	REGULAR DAILY DEP 1/13/2021	20,673.63	OUTSTND	C	0/00/0000
1-00-1099	1/14/2021	DEPOSIT		CHILD SAFETY PYMT DALLAS CO.	364.68	OUTSTND	G	0/00/0000
1-00-1099	1/14/2021	DEPOSIT	000001	CHILD SAFETY PYMT DALLAS CO.	743.77	OUTSTND	G	0/00/0000
1-00-1099	1/14/2021	DEPOSIT	000002	ONLINE PAYMNT 1/14/2021	3.50	OUTSTND	C	0/00/0000
1-00-1099	1/14/2021	DEPOSIT	000003	CASH RECEIPTS	891.90	OUTSTND	M	0/00/0000
1-00-1099	1/14/2021	DEPOSIT	000004	ONLINE PAYMNT 1/14/2021	13,296.49	OUTSTND	C	0/00/0000
1-00-1099	1/14/2021	DEPOSIT	000005	CREDIT CARDS 1/14/2021	1,902.60	OUTSTND	C	0/00/0000
1-00-1099	1/14/2021	DEPOSIT	000006	CREDIT CARDS 1/14/2021	3,949.95	OUTSTND	C	0/00/0000
1-00-1099	1/14/2021	DEPOSIT	000007	REGULAR DAILY DEP 1/14/2021	3,092.21	OUTSTND	C	0/00/0000
1-00-1099	1/14/2021	DEPOSIT	000008	CREDIT CARDS 1/14/2021	3,060.89	OUTSTND	C	0/00/0000
1-00-1099	1/14/2021	DEPOSIT	000009	REGULAR DAILY DEP 1/14/2021	17,955.04	OUTSTND	C	0/00/0000
1-00-1099	1/15/2021	DEPOSIT		CC DRAFT POSTING	15,083.30	OUTSTND	U	0/00/0000
1-00-1099	1/15/2021	DEPOSIT	000001	ONLINE PAYMNT 1/15/2021	3.50	OUTSTND	C	0/00/0000
1-00-1099	1/15/2021	DEPOSIT	000002	CASH RECEIPTS	561.90	OUTSTND	M	0/00/0000
1-00-1099	1/15/2021	DEPOSIT	000003	CREDIT CARDS 1/15/2021	319.30	OUTSTND	C	0/00/0000

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

CHECK DATE: 1/01/2021 THRU 1/31/2021  
CLEAR DATE: 0/00/0000 THRU 99/99/9999  
STATEMENT: 0/00/0000 THRU 99/99/9999  
VOIDED DATE: 0/00/0000 THRU 99/99/9999  
AMOUNT: 0.00 THRU 999,999,999.99  
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
DEPOSIT:								
1-00-1099	1/15/2021	DEPOSIT	000004	CREDIT CARDS 1/15/2021	563.97	OUTSTND	C	0/00/0000
1-00-1099	1/15/2021	DEPOSIT	000005	ONLINE PAYMNT 1/15/2021	37,173.02	OUTSTND	C	0/00/0000
1-00-1099	1/15/2021	DEPOSIT	000006	CREDIT CARDS 1/15/2021	7,155.30	OUTSTND	C	0/00/0000
1-00-1099	1/15/2021	DEPOSIT	000007	REGULAR DAILY DEP 1/15/2021	16,767.64	OUTSTND	C	0/00/0000
1-00-1099	1/15/2021	DEPOSIT	000008	DRAFT POSTING	21,963.29	OUTSTND	U	0/00/0000
1-00-1099	1/15/2021	DEPOSIT	000009	CREDIT CARDS 1/15/2021	8,390.83	OUTSTND	C	0/00/0000
1-00-1099	1/15/2021	DEPOSIT	000010	REGULAR DAILY DEP 1/15/2021	8,197.50	OUTSTND	C	0/00/0000
1-00-1099	1/19/2021	DEPOSIT		ONLINE PAYMNT 1/19/2021	3.50	OUTSTND	C	0/00/0000
1-00-1099	1/19/2021	DEPOSIT	000001	CASH RECEIPTS	2,076.80	OUTSTND	M	0/00/0000
1-00-1099	1/19/2021	DEPOSIT	000002	CREDIT CARDS 1/19/2021	1,596.50	OUTSTND	C	0/00/0000
1-00-1099	1/19/2021	DEPOSIT	000003	REGULAR DAILY DEP 1/19/2021	7,177.40	OUTSTND	C	0/00/0000
1-00-1099	1/19/2021	DEPOSIT	000004	CREDIT CARDS 1/19/2021	3,804.89	OUTSTND	C	0/00/0000
1-00-1099	1/19/2021	DEPOSIT	000005	REGULAR DAILY DEP 1/19/2021	16,314.57	OUTSTND	C	0/00/0000
1-00-1099	1/19/2021	DEPOSIT	000006	ONLINE PAYMNT 1/19/2021	35,705.06	OUTSTND	C	0/00/0000
1-00-1099	1/19/2021	DEPOSIT	000007	CREDIT CARDS 1/19/2021	3,100.37	OUTSTND	C	0/00/0000
1-00-1099	1/19/2021	DEPOSIT	000008	REGULAR DAILY DEP 1/19/2021	25,641.01	OUTSTND	C	0/00/0000
1-00-1099	1/20/2021	DEPOSIT		CREDIT CARDS 1/20/2021	612.85	OUTSTND	C	0/00/0000
1-00-1099	1/20/2021	DEPOSIT	000001	ONLINE PAYMNT 1/20/2021	3.50	OUTSTND	C	0/00/0000
1-00-1099	1/20/2021	DEPOSIT	000002	CASH RECEIPTS	470.80	OUTSTND	M	0/00/0000
1-00-1099	1/20/2021	DEPOSIT	000003	CREDIT CARDS 1/20/2021	771.83	OUTSTND	C	0/00/0000
1-00-1099	1/20/2021	DEPOSIT	000004	ONLINE PAYMNT 1/20/2021	2,373.48	OUTSTND	C	0/00/0000
1-00-1099	1/20/2021	DEPOSIT	000005	CREDIT CARDS 1/20/2021	1,352.45	OUTSTND	C	0/00/0000
1-00-1099	1/20/2021	DEPOSIT	000006	REGULAR DAILY DEP 1/20/2021	1,860.07	OUTSTND	C	0/00/0000
1-00-1099	1/20/2021	DEPOSIT	000007	DAILY PAYMENT POSTING - ADJ	74.31CR	OUTSTND	U	0/00/0000
1-00-1099	1/21/2021	DEPOSIT		CREDIT CARDS 1/21/2021	12,019.94	OUTSTND	C	0/00/0000
1-00-1099	1/21/2021	DEPOSIT	000001	REGULAR DAILY DEP 1/21/2021	47,393.80	OUTSTND	C	0/00/0000
1-00-1099	1/21/2021	DEPOSIT	000002	ONLINE PAYMNT 1/21/2021	10.50	OUTSTND	C	0/00/0000
1-00-1099	1/21/2021	DEPOSIT	000003	CASH RECEIPTS	3,444.60	OUTSTND	M	0/00/0000
1-00-1099	1/21/2021	DEPOSIT	000004	CREDIT CARDS 1/21/2021	354.55	OUTSTND	C	0/00/0000
1-00-1099	1/21/2021	DEPOSIT	000005	ONLINE PAYMNT 1/21/2021	2,402.56	OUTSTND	C	0/00/0000
1-00-1099	1/21/2021	DEPOSIT	000006	CREDIT CARDS 1/21/2021	1,324.66	OUTSTND	C	0/00/0000
1-00-1099	1/21/2021	DEPOSIT	000007	REGULAR DAILY DEP 1/21/2021	1,985.77	OUTSTND	C	0/00/0000
1-00-1099	1/21/2021	DEPOSIT	000008	CREDIT CARDS 1/21/2021	1,669.22	OUTSTND	C	0/00/0000
1-00-1099	1/22/2021	DEPOSIT		ONLINE PAYMNT 1/22/2021	7.00	OUTSTND	C	0/00/0000
1-00-1099	1/22/2021	DEPOSIT	000001	CASH RECEIPTS	1,574.90	OUTSTND	M	0/00/0000
1-00-1099	1/22/2021	DEPOSIT	000002	ONLINE PAYMNT 1/22/2021	4,466.96	OUTSTND	C	0/00/0000
1-00-1099	1/22/2021	DEPOSIT	000003	CREDIT CARDS 1/22/2021	918.22	OUTSTND	C	0/00/0000
1-00-1099	1/22/2021	DEPOSIT	000004	REGULAR DAILY DEP 1/22/2021	506.17	OUTSTND	C	0/00/0000
1-00-1099	1/22/2021	DEPOSIT	000005	CREDIT CARDS 1/22/2021	2,146.03	OUTSTND	C	0/00/0000
1-00-1099	1/22/2021	DEPOSIT	000006	REGULAR DAILY DEP 1/22/2021	9,281.29	OUTSTND	C	0/00/0000
1-00-1099	1/25/2021	DEPOSIT		CREDIT CARDS 1/25/2021	350.45	OUTSTND	C	0/00/0000
1-00-1099	1/25/2021	DEPOSIT	000001	ONLINE PAYMNT 1/25/2021	7,056.11	OUTSTND	C	0/00/0000
1-00-1099	1/25/2021	DEPOSIT	000002	CREDIT CARDS 1/25/2021	1,764.92	OUTSTND	C	0/00/0000
1-00-1099	1/25/2021	DEPOSIT	000003	REGULAR DAILY DEP 1/25/2021	2,982.69	OUTSTND	C	0/00/0000

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

CHECK DATE: 1/01/2021 THRU 1/31/2021  
 CLEAR DATE: 0/00/0000 THRU 99/99/9999  
 STATEMENT: 0/00/0000 THRU 99/99/9999  
 VOIDED DATE: 0/00/0000 THRU 99/99/9999  
 AMOUNT: 0.00 THRU 999,999,999.99  
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
<b>DEPOSIT:</b>								
1-00-1099	1/25/2021	DEPOSIT	000004	ONLINE PAYMNT 1/25/2021	10.50	OUTSTND	C	0/00/0000
1-00-1099	1/25/2021	DEPOSIT	000005	CREDIT CARDS 1/25/2021	1,046.11	OUTSTND	C	0/00/0000
1-00-1099	1/25/2021	DEPOSIT	000006	REGULAR DAILY DEP 1/25/2021	14,537.80	OUTSTND	C	0/00/0000
1-00-1099	1/25/2021	DEPOSIT	000007	CASH RECEIPTS	1,122.90	OUTSTND	M	0/00/0000
1-00-1099	1/26/2021	DEPOSIT		CASH RECEIPTS	143.90	OUTSTND	M	0/00/0000
1-00-1099	1/26/2021	DEPOSIT	000001	CREDIT CARDS 1/26/2021	10,378.31	OUTSTND	C	0/00/0000
1-00-1099	1/26/2021	DEPOSIT	000002	REGULAR DAILY DEP 1/26/2021	9,950.08	OUTSTND	C	0/00/0000
1-00-1099	1/26/2021	DEPOSIT	000003	CREDIT CARDS 1/26/2021	150.00	OUTSTND	C	0/00/0000
1-00-1099	1/26/2021	DEPOSIT	000004	CREDIT CARDS 1/26/2021	1,419.26	OUTSTND	C	0/00/0000
1-00-1099	1/26/2021	DEPOSIT	000005	REGULAR DAILY DEP 1/26/2021	734.81	OUTSTND	C	0/00/0000
1-00-1099	1/26/2021	DEPOSIT	000006	ONLINE PAYMNT 1/26/2021	2,909.16	OUTSTND	C	0/00/0000
1-00-1099	1/27/2021	DEPOSIT		REGULAR DAILY DEP 1/27/2021	297.00	OUTSTND	C	0/00/0000
1-00-1099	1/27/2021	DEPOSIT	000001	CASH RECEIPTS	1,176.70	OUTSTND	M	0/00/0000
1-00-1099	1/27/2021	DEPOSIT	000002	CREDIT CARDS 1/27/2021	192.19	OUTSTND	C	0/00/0000
1-00-1099	1/27/2021	DEPOSIT	000003	CREDIT CARDS 1/27/2021	1,046.54	OUTSTND	C	0/00/0000
1-00-1099	1/27/2021	DEPOSIT	000004	REGULAR DAILY DEP 1/27/2021	2,559.80	OUTSTND	C	0/00/0000
1-00-1099	1/27/2021	DEPOSIT	000005	ONLINE PAYMNT 1/27/2021	1,685.63	OUTSTND	C	0/00/0000
1-00-1099	1/28/2021	DEPOSIT		CREDIT CARDS 1/28/2021	3,338.19	OUTSTND	C	0/00/0000
1-00-1099	1/28/2021	DEPOSIT	000001	REGULAR DAILY DEP 1/28/2021	606.22	OUTSTND	C	0/00/0000
1-00-1099	1/28/2021	DEPOSIT	000002	ONLINE PAYMNT 1/28/2021	13,779.76	OUTSTND	C	0/00/0000
1-00-1099	1/28/2021	DEPOSIT	000003	CREDIT CARDS 1/28/2021	961.04	OUTSTND	C	0/00/0000
1-00-1099	1/28/2021	DEPOSIT	000004	REGULAR DAILY DEP 1/28/2021	3,561.49	OUTSTND	C	0/00/0000
1-00-1099	1/29/2021	DEPOSIT		CASH RECEIPTS	1,688.70	OUTSTND	M	0/00/0000
1-00-1099	1/29/2021	DEPOSIT	000001	CREDIT CARDS 1/29/2021	1,815.55	OUTSTND	C	0/00/0000
1-00-1099	1/29/2021	DEPOSIT	000002	ONLINE PAYMNT 1/29/2021	10,396.71	OUTSTND	C	0/00/0000
1-00-1099	1/29/2021	DEPOSIT	000003	CREDIT CARDS 1/29/2021	1,165.92	OUTSTND	C	0/00/0000
1-00-1099	1/29/2021	DEPOSIT	000004	CREDIT CARDS 1/29/2021	1,972.13	OUTSTND	C	0/00/0000
1-00-1099	1/29/2021	DEPOSIT	000005	REGULAR DAILY DEP 1/29/2021	776.06	OUTSTND	C	0/00/0000

<b>MISCELLANEOUS:</b>								
1-00-1099	1/07/2021	MISC.		PAYROLL DIRECT DEPOSIT	138,301.78CR	OUTSTND	P	0/00/0000
1-00-1099	1/21/2021	MISC.		PAYROLL DIRECT DEPOSIT	128,533.56CR	OUTSTND	P	0/00/0000

<b>TOTALS FOR ACCOUNT 1-00-109</b>				CHECK	TOTAL:	1,564,103.19CR		
				DEPOSIT	TOTAL:	849,427.08		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	266,835.34CR		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	96,714.74CR		

2/01/2021 8:23 AM  
 COMPANY: 999 - POOLED CASH FUND  
 ACCOUNT: 1-00-1099 POOLED CASH  
 TYPE: All  
 STATUS: All  
 FOLIO: All

CHECK RECONCILIATION REGISTER

PAGE: 17  
 CHECK DATE: 1/01/2021 THRU 1/31/2021  
 CLEAR DATE: 0/00/0000 THRU 99/99/9999  
 STATEMENT: 0/00/0000 THRU 99/99/9999  
 VOIDED DATE: 0/00/0000 THRU 99/99/9999  
 AMOUNT: 0.00 THRU 999,999,999.99  
 CHECK NUMBER: 000000 THRU 999999

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

TOTALS FOR POOLED CASH FUND	CHECK	TOTAL:	1,564,103.19CR
	DEPOSIT	TOTAL:	849,427.08
	INTEREST	TOTAL:	0.00
	MISCELLANEOUS	TOTAL:	266,835.34CR
	SERVICE CHARGE	TOTAL:	0.00
	EFT	TOTAL:	0.00
	BANK-DRAFT	TOTAL:	96,714.74CR



# CITY OF GLENN HEIGHTS

## JANUARY 2021 OVERTIME REPORT

### FIRE

EMP NO#	----- NAME -----	HOURS	AMOUNT
01-XXXX	FIRE CAPTAIN	28	1,058.90
01-XXXX	FIREFIGHTER/PARAMEDIC	4	121.26
01-XXXX	FIREFIGHTER/PARAMEDIC	28	860.97
01-XXXX	FIREFIGHTER/EMT	16	418.88
01-XXXX	FIRE CAPTAIN	4	145.6
01-XXXX	FIREFIGHTER/PARAMEDIC	4	131.1
01-XXXX	FIREFIGHTER/PARAMEDIC	52	1,551.89
01-XXXX	FIREFIGHTER	4	124.12
01-XXXX	INTERIM DRIVER ENGINEER	4	129.09
	*** DEPARTMENT TOTALS ***	144	4,541.81

\*\*\*BUILT IN OVERTIME AND SHIFT COVERAGE.

### POLICE

EMP NO#	----- NAME -----	HOURS	AMOUNT
01-XXXX	POLICE OFFICER	7.5	289.46
01-XXXX	RECORDS & PROPERTY COORDINATOR	4	129.44
01-XXXX	POLICE OFFICER	8	364.94
01-XXXX	POLICE OFFICER	21	808.29
01-XXXX	COMMUNICATIONS OFFICER	60	1,799.64
01-XXXX	POLICE OFFICER	2	77.4
01-XXXX	DISPATCH SUPERVISOR	28	1,034.43
01-XXXX	POLICE SERGEANT	6	303.3
01-XXXX	RECORDS & PROPERTY CLERK	2.5	68.06
01-XXXX	POLICE OFFICER	4	165.45
01-XXXX	POLICE SERGEANT	9.5	488.46
01-XXXX	COMMUNICATIONS OFFICER	48	1,439.71
01-XXXX	POLICE OFFICER	6.5	280.84
01-XXXX	POLICE OFFICER I	6	217.8
01-XXXX	POLICE OFFICER II	2	78.14

\*\*\* DEPARTMENT TOTALS \*\*\*

215 7,545.36

\*\*\*DISPATCH COVERAGE FOR SHORT STAFFING, DESOTO ISD OFFICER OVERTIME  
AND LATE PATROL CALLS FOR SERVICE.

### UTILITY ADMINISTRATION

EMP NO#	----- NAME -----	HOURS	AMOUNT
01-XXXX	UTILITY BILLING SUPERVISOR	1	34.88
	*** DEPARTMENT TOTALS ***	1	34.88

\*\*\*DUE DATE INCREASED CALL VOLUME.

### METER SERVICES

EMP NO#	----- NAME -----	HOURS	AMOUNT
01-XXXX	METER SERVICES COORDINATOR	4	131.14
	*** DEPARTMENT TOTALS ***	4	131.14

\*\*\*WELL READS

### WASTERWATER OPERATIONS

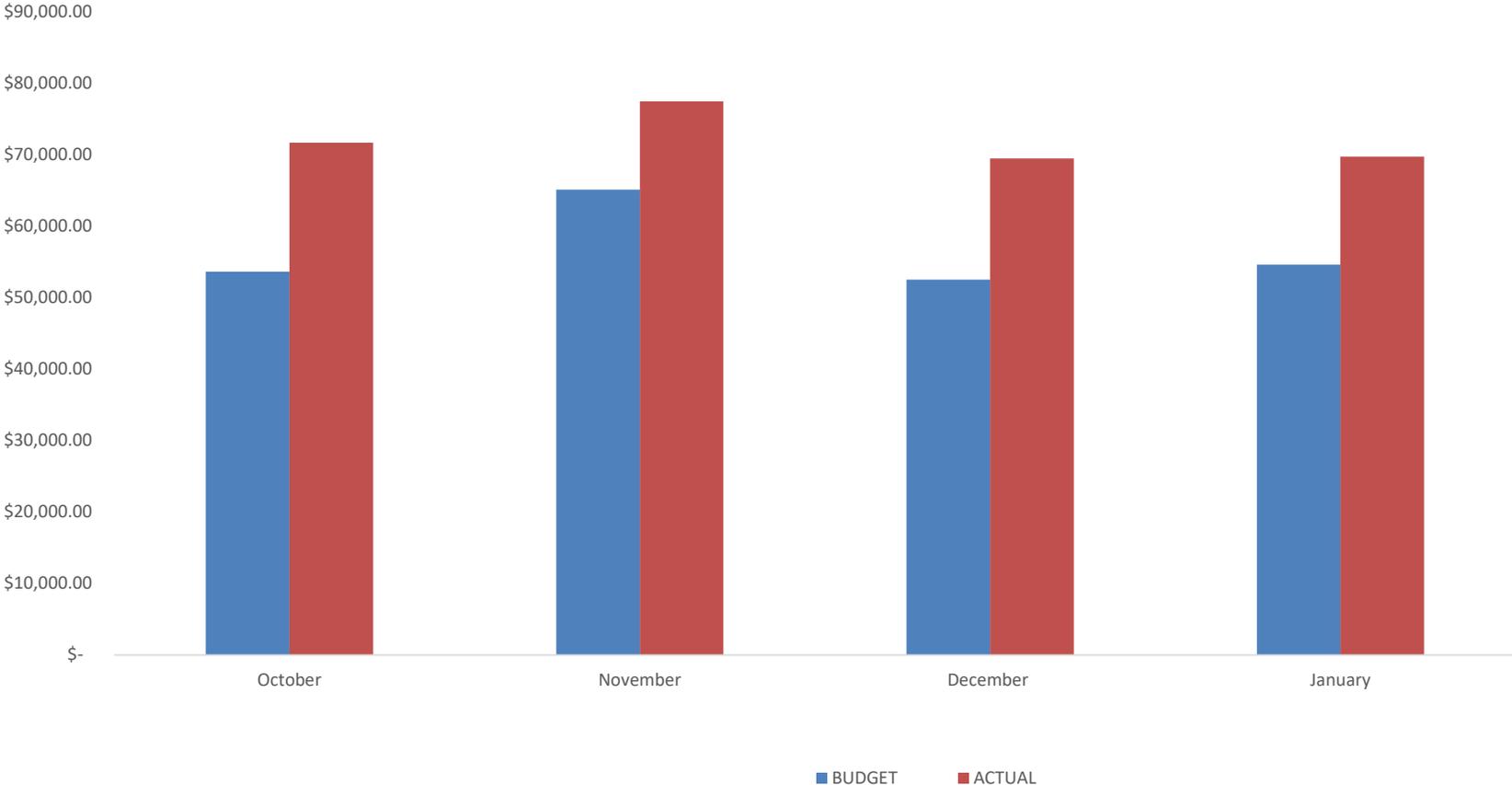
01-XXXX	----- NAME -----	HOURS	AMOUNT
	Jan-07 UTILITY WORKER I	2	53.81

\*\*\*RESIDENTIAL LEAK ON CUSTOMER SIDE

\*\*\* DEPARTMENT TOTALS \*\*\* 2 53.81

\*\*\* REPORT TOTALS \*\*\* 366 12,307.00

**City Glenn Heights  
Comparison of Budgeted Sales Tax to Actual**



CITY OF GLENN HEIGHTS  
SALES TAX COMPARISON

COMPARISON BY FISCAL YEAR

	FY 2015 ACTUAL	FY 2016 ACTUAL	FY 2017 ACTUAL	FY 2018 ACTUAL	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 ACTUAL	VARIANCE OVER PRIOR YEAR
October	\$ 37,028	\$ 39,446	\$ 39,644	\$ 43,975	\$ 52,935	\$ 61,578	\$ 71,665	\$ 10,087
November	45,456	49,026	47,765	\$ 50,405	\$ 60,796	\$ 72,164	\$ 77,424	\$ 5,260
December	36,135	45,898	39,854	\$ 40,448	\$ 52,236	\$ 63,081	\$ 69,466	\$ 6,385
January	51,711	42,222	41,161	\$ 42,038	\$ 52,635	\$ 60,379	\$ 69,712	\$ 9,333
February	57,902	58,973	60,600	\$ 62,223	\$ 71,245	\$ 72,723		
March	36,403	39,440	38,032	\$ 42,244	\$ 49,150	\$ 56,841		
April	33,153	37,811	37,039	\$ 38,911	\$ 55,816	\$ 50,968		
May	50,661	53,802	49,487	\$ 58,889	\$ 68,698	\$ 71,075		
June	36,412	40,130	39,458	\$ 44,033	\$ 52,828	\$ 70,923		
July	37,885	39,712	41,256	\$ 48,253	\$ 53,224	\$ 75,916		
August	46,959	36,756	46,502	\$ 58,556	\$ 62,521	\$ 82,931		
September	40,227	42,273	45,483	\$ 48,396	\$ 60,332	\$ 73,440		
	<u>\$ 509,931</u>	<u>\$ 525,490</u>	<u>\$ 526,281</u>	<u>\$ 578,371</u>	<u>\$ 692,416</u>	<u>\$ 812,018</u>	<u>\$ 288,266.27</u>	<u>\$ 31,064</u>

COMPARISON TO CURRENT YEAR BUDGET

	*FY 2021 BUDGET	FY 2021 ACTUAL	VARIANCE	
October	\$ 53,620.00	\$ 71,664.99	\$ 18,045	1.34
November	\$ 65,100.00	\$ 77,423.60	\$ 12,324	1.19
December	\$ 52,500.00	\$ 69,466.06	\$ 16,966	1.32
January	\$ 54,600.00	\$ 69,711.62	\$ 15,112	1.28
February	\$ 80,500.00			0.00
March	\$ 49,700.00			0.00
April	\$ 49,000.00			0.00
May	\$ 65,800.00			0.00
June	\$ 52,500.00			0.00
July	\$ 54,600.00			0.00
August	\$ 61,600.00			0.00
September	\$ 60,480.00			0.00
	<u>\$ 700,000.00</u>	<u>\$ 288,266.27</u>	<u>\$ 62,446.27</u>	5.13

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

