



City of Glenn Heights

City Council Meeting

Agenda Packet

March 16, 2021

Meeting starts at 7:00 PM



**NOTICE AND AGENDA  
CITY COUNCIL  
TUESDAY, MARCH 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, March 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** – Pastor Kevin Taylor, Harvest of Praise Ministry  
**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 March 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).

Although this City Council Meeting will be streamed live on the City of Glenn Heights' Facebook page, Council Members are unable to respond to your posted comments and questions, just as if the Council Meeting was being held in person. No City Council action may take place on a matter until such matter has been placed on an Agenda and posted in accordance to the law.

### **PROCLAMATIONS**

- Cesar Chavez Day, March 31, 2021
- World Autism Awareness Day, April 2, 2021
- National Child Abuse Prevention Month, April 2021
- National Sexual Assault Awareness and Prevention Month, April 2021

### **CONSENT AGENDA**

1. Discuss and take action to approve the City Council Meeting Minutes of the March 2, 2021, Regular Called City Council Meeting. (Brandi Brown, City Secretary)
2. Discuss and take action to approve the City Council Meeting Minutes of the March 4, 2021, Special Called City Council Meeting. (Brandi Brown, City Secretary)

### **AGENDA**

1. Discuss and take action on Ordinance O-02-21, 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 changing the zoning classification of an approximately 5.499 acres tract of land situated in the JP Woolsey Survey, Abstract No. 1135 and being generally located at the southwest corner of Ovilla Road and Uhl Road and being more particularly described and depicted in Exhibit "A" attached hereto, currently zoned Retail ("R"), by allowing a Specific Use Permit for the automobile service station (gas station) and convenience store uses thereon; providing a repealing clause; providing a severability clause; and providing for an effective date. (Second Reading) (Miamouni Hines, Planner)
2. Discuss and take action on Ordinance O-05-21, an Ordinance of the City Council of the City of Glenn Heights, amending the Comprehensive Zoning Ordinance and Map of the City of Glenn Heights, as heretofore amended by granting a change in zoning by granting a Specific Use Permit with special conditions to allow for the construction and use of a temporary concrete batching plant on land zoned Planned Development-3, Single Family-3 & Single Family-4 ("PD-3, SF-3 & SF-4") and being approximately 34.190 acres of land described as all of Magnolia Meadows Phase IV, Glenn Heights, Ellis County, Texas and being more particularly described and depicted in Exhibit "A" attached hereto; providing for the approval of the site plan and truck route attached hereto as Exhibit "B";

providing for approval of the process flow diagram attached hereto as Exhibit “C”; providing a conflict clause; providing a severability clause; and providing an effective date. (Second Reading) (Miamauni Hines, Planner)

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 March 16, 2021**. Please include the following information in your email:

- Name
- Address
- Email Address and Phone Number
- Agenda Item (Item 3 and Item 5)

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).

3. 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)
4. 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)
5. 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)

6. 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)
7. February 2021 Financial Report. (Phillip Conner, Finance Director)
8. Discuss and take action on Resolution R-12-21, a Resolution of the City Council of the City of Glenn Heights, Texas, accepting a sanitary sewer easement from Bloomfield Homes, LP, 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 Dallas County, Texas, as a deed; and providing an effective date. (Marlon Goff, Director of Planning and Development Services)
9. Discuss and take action on Resolution R-13-21, a Resolution of the City Council of the City of Glenn Heights, Texas, approving the terms and conditions of the Grant Agreement by and between Texas Division of Emergency Management (TDEM), an agency of the State of Texas, and the City of Glenn Heights, Texas,

as provided in Exhibit 'A' attached hereto and incorporated herein; authorizing the City Manager to execute the necessary documents; and, providing for an effective date. (Keith Moore, Fire Chief)

10. Discuss and take action on Resolution R-14-21, a Resolution of the City Council of the City of Glenn Heights, Texas, awarding and authorizing a Contract with Douglas Dailey Construction, LLC, for construction of the Mesa Water Distribution Improvements; and providing an effective date. (Michael Rogers, Deputy City Manager)
11. Discuss and take action to establish a Winter Storm Relief Program granting relief on permit fees and/or water utility bills for water/wastewater usage. (Mayor Harry A. Garrett, Mayor Pro Tem Sonja A. Brown, and David Hall, City Manager)
12. Discuss and take action on Resolution R-11-21, a Resolution of the City Council of the City of Glenn Heights, Texas, authorizing the establishment, funding, and implementation of the Winter storm 2021 Home Repair Incentive Program, to be funded in the total amount of \$500,000.00, for the purpose of providing a one-time grant up to a maximum grant amount of \$500 to owners of homes located in the City of Glenn Heights that suffered water damage due to Winter Storm 2021, said program to be managed by the City's Office of Community Engagement; and providing an effective date. (Council Member Shaunte L. Allen)

## **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, March 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

Pastor Kevin Taylor, Harvest of Praise Ministry





PROCLAMATION SUMMARY SHEET  
MARCH 16, 2021

- Cesar Chavez Day, March 31, 2021
- World Autism Awareness Day, April 2, 2021
- National Child Abuse Prevention Month, April 2021
- National Sexual Assault Awareness and Prevention Month, April 2021

# PROCLAMATION



## Office of the Mayor • City of Glenn Heights

### Cesar Chavez Day March 31, 2021

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

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

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

**NOW, THEREFORE, I, Harry A. Garrett,** Mayor of the City of Glenn Heights, Texas, do hereby proclaim March 31, 2021, as **Cesar Chavez Day** in the City of Glenn Heights and encourage all citizens of Glenn Heights to observe this day with appropriate service, community, and education programs to honor Cesar Chavez's enduring legacy.

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

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

# PROCLAMATION



Office of the Mayor • City of Glenn Heights

World Autism Awareness Day  
April 2, 2021

wear  
blue  
4/2



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

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

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

**NOW, THEREFORE, I, Harry A. Garrett,** Mayor of the City of Glenn Heights, Texas, do hereby proclaim April 2, 2021, as **World Autism Awareness Day** in the City of Glenn Heights and encourage all citizens to learn more about the signs of autism to improve early diagnosis and understand the challenges faced by individuals with autism. I also ask all residents to “Light It Up Blue” by wearing blue on April 2<sup>nd</sup> to support those with autism and their families.

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

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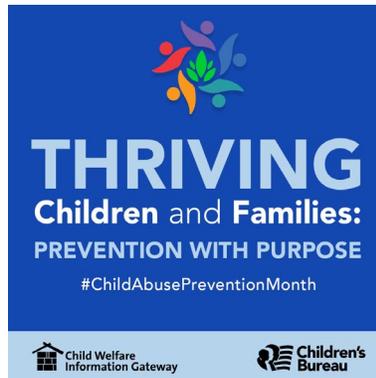
Harry A. Garrett, Mayor  
Glenn Heights, Dallas County, Texas

# PROCLAMATION



Office of the Mayor • City of Glenn Heights

National Child Abuse Prevention Month  
April 2021



**WHEREAS,** every child deserves the security of a stable, loving, and nurturing home. During National Child Abuse Prevention Month, we recognize the importance of all Americans working together each day in defense of the most vulnerable among us – our children. We must make every effort to ensure that they are treated with dignity and respect, and have the opportunity to pursue their dreams in secure and healthy environments; and

**WHEREAS,** as a Nation, we must do everything within our power to stop child abuse and neglect before they occur. The best defenses against these menaces include strengthening families, raising awareness, focusing on prevention, and working to help parents and children thrive. To promote these defenses, the Family First Prevention Services Act was signed, which is an important step in helping move child welfare to a more prevention-based system. This legislation increases the support available to at-risk families through services such as mental health and substance abuse treatment and parenting skill-based programs, so that more children may remain safely in their homes and communities; and

**WHEREAS,** we cannot lose sight of the importance of the entire community in preventing child abuse and neglect. It is critically important for our children to have parents who care for their physical, intellectual, and emotional needs. But we also must acknowledge the friends, neighbors, educators, and faith leaders who help in promoting the well-being of children. We are especially grateful for foster and adoptive parents who graciously open their homes and lives to children in need of love and support, and we extend our deepest respect and gratitude to the professionals, volunteers, and organizations who work tirelessly to protect at-risk children and to care for those who have tragically experienced the traumas of abuse or neglect.

**NOW, THEREFORE, I, Harry A. Garrett**, Mayor of the City of Glenn Heights, Texas, do hereby proclaim April 2021 as **National Child Abuse Prevention Month** in the City of Glenn Heights and encourage all citizens of Glenn Heights to invest in the lives of our Nation's children, to be aware of their safety and well-being, and to support efforts that promote their psychological, physical, and emotional development.

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

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

# PROCLAMATION



**Office of the Mayor • City of Glenn Heights**

## **National Sexual Assault Awareness and Prevention Month April 2021**

- WHEREAS,** sexual assault has shattered and scarred the lives of millions of women, men, and children. During National Sexual Assault Awareness and Prevention Month, we reaffirm our commitment to eliminating sexual violence, empowering survivors and their families, and providing justice to the victims of this devastating crime; and
- WHEREAS,** while our Nation has made significant progress in sexual assault prosecution and prevention, and in providing compassionate care for survivors dealing with physical and emotional trauma, the battle to eradicate violence and heal lives is ongoing. We must continue to support innovative strategies to combat the many forms of sexual assault and provide counseling, treatment, and advocacy for survivors nationwide; and
- WHEREAS,** it is important to also focus on eradicating sex trafficking, where many victims are trafficked online – sometimes by intimate partners, spouses, parents, or other family members. With the help of Allow States and Victims to Fight Online Sex Trafficking Act of 2017, it is easier for law makers to take legal action against individuals who use websites to facilitate sex trafficking and help victims seek justice against the websites that profit from their exploitation; and
- WHEREAS,** thanks to the dedication of professionals, volunteers, and concerned citizens, we are continuing to make strides in the fight against sexual assault. Young people are learning healthy dating and intimate relationship skills as a way to prevent sexual violence, and law enforcement officers and prosecutors are leading unprecedented efforts to fight sex trafficking. Victim centered services are also supporting survivors to get the critical help they deserve. By working together, we can prevent and end the sexual abuse and violence that devastates so many lives.

**NOW, THEREFORE, I, Harry A. Garrett,** Mayor of the City of Glenn Heights, Texas, do hereby proclaim April 2021 as **National Sexual Assault Awareness and Prevention Month** in the City of Glenn Heights and urge all families, law enforcement personnel, healthcare providers, and community and faith-based organizations to support survivors of sexual assault and work together to prevent these crimes in their communities.

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

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



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

**MARCH 2, 2021**

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

On the 2<sup>nd</sup> day of March 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
Travis Bruton	*	Council Member
Jeremy Woods, Sr.	*	Council Member
Alisha M. Brown	*	Council Member
Shaunte L. Allen	*	Council Member
Machanta Newson	*	Council Member

**STAFF:**

David Hall	*	City Manager
Michael Rogers	*	Deputy City Manager
Lucas Benson	*	Interim Chief of Police
Phillip Conner	*	Finance Director
Brandi Brown	*	City Secretary
Marlon Goff	*	Planning and Development Director
Byron Hardy	*	IT Administrator
Miamauni Hines	*	Planner
Lauren Lewis	*	Community Engagement Administrator
Keith Moore	*	Fire Chief
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 7:30 P.M., with a quorum of the City Council present.

**SWEARING-IN**

Council Member-Elect Travis Bruton was sworn in by Mayor Harry A. Garrett.

Council Members congratulated Councilman Bruton. Councilman Bruton thanked residents and Council for their support, and stated he was humbled by the opportunity to serve the community.

## **INVOCATION**

Council Member Jeremy Woods, Sr. 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:

- Council Member Jeremy Woods, Sr., 1938 S. Hampton Road, Glenn Heights, Texas 75154: reflected upon his time serving on the Glenn Heights City Council – stated he enjoyed time spent with fellow Council Members and stated he was confident in the City’s capabilities moving forward.

## **PROCLAMATIONS**

Mayor Harry A. Garrett read the following Proclamations into record:

- Women’s History Month, March 2021
- American Red Cross Month, March 2021
- Texas Independence Day, March 2, 2021

## **CONSENT AGENDA**

1. Discuss and take action to approve the City Council Meeting Minutes of the February 23, 2021, Special Called City Council Meeting. (Brandi Brown, City Secretary)
2. Discuss and take action on 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. (Second Reading) (Phillip Conner, Finance Director)

Council Member Shaunte L. Allen made a motion to confirm Consent Agenda Items 1-2. Mayor Pro Tem Sonja A. Brown made the second. The motion carried with the following vote:

**VOTE 7 Ayes** – Garrett, S. Brown, Ipaye, Bruton, A. Brown, Allen, and Newson

**AGENDA**

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

Lucas Benson, Interim Chief of Police, provided a brief overview of the Citizens Police Advisory Committee and implementation schedule.

Council Members appointed the following individuals:

Mayor Harry A. Garrett	Adrien Taliaferro
Mayor Pro Tem Sonja A. Brown	James S. Walker
Council Member Emma Ipaye	Judy Tinsley
Council Member Travis Bruton	Scott Harris
Council Member Alisha M. Brown	A. Tuckerwilkerson
Council Member Shaunte L. Allen	Dana Brown
Council Member Machanta Newson	Margo Spencer

2. Public hearing to receive testimony concerning Ordinance O-02-21, 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 changing the zoning classification of an approximately 5.499 acres tract of land situated in the JP Woolsey Survey, Abstract No. 1135 and being generally located at the southwest corner of Ovilla Road and Uhl Road and being more particularly described and depicted in Exhibit “A” attached hereto, currently zoned Retail (“R”), by allowing a Specific Use Permit for the automobile service station (gas station) and convenience store uses thereon; providing a repealing clause; providing a severability clause; and providing for an effective date.

Council Member Travis Bruton made a motion to open the Public Hearing. Council Member Machanta Newson made the second. The motion carried with the following vote:

**VOTE 7 Ayes** – Garrett, S. Brown, Ipaye, Bruton, A. Brown, Allen, and Newson

No testimony was provided.

Mayor Pro Tem Sonja A. Brown made a motion to close the Public Hearing. Council Member Travis Bruton made the second. The motion carried with the following vote:

**VOTE 7 Ayes** – Garrett, S. Brown, Ipaye, Bruton, A. Brown, Allen, and Newson

3. Discuss and first reading of Ordinance O-02-21, 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 changing the zoning classification of an approximately 5.499 acres tract of land situated in the JP Woolsey Survey, Abstract No. 1135 and being generally located at the southwest corner of Ovilla Road and Uhl Road and being more particularly described and depicted in Exhibit "A" attached hereto, currently zoned Retail ("R"), by allowing a Specific Use Permit for the automobile service station (gas station) and convenience store uses thereon; providing a repealing clause; providing a severability clause; and providing for an effective date.

Marlon Goff, Planning and Development Director, introduced this item. Miamauni Hines, Planner, completed a presentation regarding the purpose of the Specific Use Permit request, preliminary development, proposed site and landscape plans, and elevation information. Mr. Goff, Ms. Hines, David Hall, City Manager, Brad White, Acquisitions & Development, Vaquero Ventures, and Brett Hess, Property Broker, Hi View Real Estate, answered Council's questions related to the site concept plan, what businesses would be placed at the location, timeframe for other businesses being installed at the location, differences between 7-11 Franchises and 7-11 Corporate Stores, number of retail spaces available and the distance they would be from existing establishments, community contact, and contractor and employee hiring practices.

4. Public hearing to receive testimony concerning Ordinance O-05-21, an Ordinance of the City Council of the City of Glenn Heights, amending the Comprehensive Zoning Ordinance and Map of the City of Glenn Heights, as heretofore amended by granting a change in zoning by granting a Specific Use Permit with special conditions to allow for the construction and use of a temporary concrete batching plant on land zoned Planned Development-3, Single Family-3 & Single Family-4 ("PD-3, SF-3 & SF-4") and being approximately 34.190 acres of land described as all of Magnolia Meadows Phase IV, Glenn Heights, Ellis County, Texas and being more particularly described and depicted in Exhibit "A" attached hereto; providing for the approval of the site plan and truck route attached hereto as Exhibit "B"; providing for approval of the process flow diagram attached hereto as Exhibit "C"; providing a conflict clause; providing a severability clause; and providing an effective date.

Mayor Pro Tem Sonja A. Brown made a motion to open the Public Hearing. Council Member Travis Bruton made the second. The motion carried with the following vote:

**VOTE 7 Ayes** – Garrett, S. Brown, Ipaye, Bruton, A. Brown, Allen, and Newson

No testimony was provided.

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

**VOTE 7 Ayes** – Garrett, S. Brown, Ipaye, Bruton, A. Brown, Allen, and Newson

5. Discuss and first reading of Ordinance O-05-21, an Ordinance of the City Council of the City of Glenn Heights, amending the Comprehensive Zoning Ordinance and Map of the City of Glenn Heights, as heretofore amended by granting a change in zoning by granting a Specific Use Permit with special conditions to allow for the construction and use of a temporary concrete batching plant on land zoned Planned Development-3, Single Family-3 & Single Family-4 (“PD-3, SF-3 & SF-4”) and being approximately 34.190 acres of land described as all of Magnolia Meadows Phase IV, Glenn Heights, Ellis County, Texas and being more particularly described and depicted in Exhibit “A” attached hereto; providing for the approval of the site plan and truck route attached hereto as Exhibit “B”; providing for approval of the process flow diagram attached hereto as Exhibit “C”; providing a conflict clause; providing a severability clause; and providing an effective date.

Marlon Goff, Planning and Development Director, introduced this item. Miamauni Hines, Planner, completed a presentation regarding the purpose of the request, temporary batch plant conditions, the proposed site plan, residential buffers, truck routes, batch plants approved in the past, and Staff recommendations. Mr. Goff, Ms. Hines, David Hall, City Manager, and Richard Fronterhouse, Applicant, answered Council’s questions related to the timeframe for batch plant operation, equipment, health and environmental concerns, required bonds, alternatives, if there are current batch plants in operation, possible traffic issues, and amending the Comprehensive Zoning Ordinance.

6. Discuss and take action on a proposed Disaster Assistance Program.

Council Member Shaunte L. Allen introduced this item and completed a presentation regarding the program descriptions, eligible participants, program administration, and eligibility requirements. Councilwoman Allen, David Hall, City Manager, and Victoria Thomas, City Attorney, answered Council’s questions related to what items were eligible for reimbursement, address eligibility, and what City Department will administer the program.

Mayor Pro Tem Sonja A. Brown made a motion for City Council to convene into Executive Session to obtain legal advice. Council Member Machanta Newson made the second. The motion carried with the following vote:

**VOTE 7 Ayes** – Garrett, S. Brown, Ipaye, Bruton, A. Brown, Allen, and Newson

City Council went into Executive Session at 9:28 P.M.

Council Member Emma Ipaye made a motion to reconvene into Open Session. Council Member Machanta Newson made the second. The motion carried with the following vote:

**VOTE 7 Ayes** – Garrett, S. Brown, Ipaye, Bruton, A. Brown, Allen, and Newson

City Council reconvened into Open Session at 9:58 P.M.

Council Member Emma Ipaye made a motion to extend the City Council Meeting to 10:05 P.M. Mayor Pro Tem Sonja A. Brown made the second. The motion carried with the following vote:

**VOTE 7 Ayes** – Garrett, S. Brown, Ipaye, Bruton, A. Brown, Allen, and Newson

Mayor Pro Tem Sonja A. Brown made a motion to table Agenda Item 6 to the next regularly scheduled Council Meeting. Council Member Emma Ipaye made the second. The motion carried with the following vote:

**VOTE 7 Ayes** – Garrett, S. Brown, Ipaye, Bruton, A. Brown, Allen, and Newson

**ADJOURNMENT**

Council Member Emma Ipaye made a motion to adjourn. Council Member Machanta Newson made the second. The motion carried with the following vote:

**VOTE 7 Ayes** – Garrett, S. Brown, Ipaye, Bruton, A. Brown, Allen, and Newson

Mayor Harry A. Garrett adjourned the meeting at 10:00 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 March 2021



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

**MARCH 4, 2021**

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

On the 4<sup>th</sup> day of March 2021, the City Council of the City of Glenn Heights, Texas, met in a Special 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
Travis Bruton	*	Council Member
Alisha M. Brown	*	Council Member
Shaunte L. Allen	*	Council Member

\*Mayor Harry A. Garrett joined the City Council Meeting at 7:13 P.M.

**STAFF:**

David Hall	*	City Manager
Michael Rogers	*	Deputy City Manager
Lucas Benson	*	Interim Chief of Police
Phillip Conner	*	Finance Director
Brandi Brown	*	City Secretary
Marlon Goff	*	Planning and Development Director
Byron Hardy	*	IT Administrator
Miamauni Hines	*	Planner
Keith Moore	*	Fire Chief
Jaynice Porter-Brathwaite	*	Human Resources Director

**CONSULTANT:**

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

Mayor Pro Tem Sonja A. Brown called the City Council Meeting to order at 7:06 P.M., with a quorum of the City Council present.

**INVOCATION**

Bishop Aaron Blake, Harvest Family Life Ministries, delivered the Invocation.

## **PLEDGE OF ALLEGIANCE**

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

## **PUBLIC COMMENT**

There were no Public Comments.

## **AGENDA**

1. Discuss and take action to appoint one (1) new Zoning Board of Adjustments member.

Miamauni Hines, Planner, introduced this item and completed a presentation regarding the Zoning Ordinance, current Board Members, and the current applicant. Tiffany Jones, the applicant, introduced herself and provided a brief background of her experience. Council Members thanked Mrs. Jones for volunteering to serve the community.

Council Member Shaunte L. Allen made a motion to appoint Tiffany Jones to the Zoning Board of Adjustments on March 4, 2021, to Place 1A, to serve through May 31, 2021, with an amendment to preemptively reappoint Mrs. Jones for the upcoming full term ending May 31, 2023. Council Member Travis Bruton made the second. The motion carried with the following vote:

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

2. Discussion regarding the Winter Storm Disaster.

David Hall, City Manager, introduced this item and completed a presentation regarding the 2021 North American Winter Storm Disaster, which included a background of the Disaster, how electricity and water services were impacted, and how the City prepared and planned for the Disaster, and he provided information regarding daily operations throughout the storm. Mr. Hall also addressed Relief and Recovery Programs, Interactive Water Service updates, water distribution activities, Senior Citizen Assistance, and the next steps the City would take. He also thanked community partners and leaders, residents and volunteers, and City Council and City Staff for their time and efforts during the Disaster. Mr. Hall then answered Council's questions related to material used when clearing roadways, the Boil Water Notice, water testing, water pressure issues, if the water pumping station is considered essential infrastructure, capital needs and current City equipment, timeframes for the review of the Emergency Management System, resident resources, transparency, how information was disseminated to residents and communication tools, if conflicting information was provided, and if any legal action was being pursued against certain entities.

City Council Members reflected upon the effects of the Winter Storm Disaster, thanked community partners and leaders, residents and volunteers, and City

Staff for their time and efforts during the Disaster. Council Members also requested that residents continue to volunteer to address the immediate needs of the City.

3. Discuss and take action to establish a Winter Storm Relief Program granting relief on permit fees and/or water utility bills for water/wastewater usage.

Council Member Emma Ipaye made a motion to table Agenda Item 3 to the next regularly scheduled Council Meeting. Council Member Alisha M. Brown made the second. The motion carried with the following vote:

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

#### **ADJOURNMENT**

Council Member Emma Ipaye made a motion to adjourn. Council Member Alisha M. Brown made the second. The motion carried with the following vote:

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

Mayor Harry A. Garrett adjourned the meeting at 9:17 P.M.

---

Harry A. Garrett, Mayor

Attest:

---

Brandi Brown, City Secretary  
Passed and approved on the 16<sup>th</sup> day of March 2021





# CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

**Date: March 16, 2021**

## **SUBJECT**

The City Council will hear a Specific Use Permit request by Matthew Smith on behalf of Vaquero Ventures for the construction of a gas station and subsequent sale of off-premise consumables.

## **REPORT IN BRIEF**

Discuss and take action on Ordinance O-02-21, 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 changing the zoning classification of an approximately 5.499 acres tract of land situated in the JP Woolsey Survey, Abstract No. 1135 and being generally located at the southwest corner of Ovilla Road and Uhl Road and being more particularly described and depicted in Exhibit "A" attached hereto, currently zoned Retail ("R"), by allowing a Specific Use Permit for the automobile service station (gas station) and convenience store uses thereon; providing a repealing clause; providing a severability clause; and providing for an effective date.

## **BACKGROUND / DISCUSSION**

The subject property is zoned Retail and located at the southwest corner of Ovilla Road (FM 664) and Uhl Road, and shares property lines with a portion of the Glenn Heights/Red Oak city boundary. Though, both the parcels to the north and west are zoned retail, the property to the north is undeveloped and the property to the west was developed with a church that is now vacant. The parcels to the south and east are within the City of Red Oak.

The Zoning Ordinance defines a *gas station* as follows:

*AUTOMOBILE SERVICE STATION (GAS STATION). Any building, land area or other premises, or portion thereof, used or intended to be used for the retail dispensing or sales of automobile fuels, lubricants, and automobile accessories, including those operations listed under “automobile repair, minor.” Vehicles, which are inoperative or are being repaired, may no remain parked outside an Automobile Service Station for a period greater than seven (7) days.*

The Zoning Ordinance defines a convenience store as follows:

*CONVENIENCE STORE. A retail establishment providing for the sale of consumable, non-prescription drugs, small household items and gifts that are not used or consumed on the premises. Gasoline and diesel fuel may be offered for sale provided they are not the primary source of income for the store and that no more than eight (8) pumps are offered.*

Although gas stations and convenience stores are considered retail uses, 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 such a use on any property with the Retail zoning designation. In this case, the property is undeveloped, so the applicant is seeking approval of both the use and accompanying site plan and elevations.

### 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:

#### 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 standard rate of 0.010000%.

**PUBLIC CONTACT**

Notices were mailed to adjacent property owners within two hundred feet (200') of the subject property by January 22, 2021 and February 12, 2021. Notice was also published in a local newspaper on January 24, 2021 and February 14, 2021 as required by state law and the City of Glenn Heights Comprehensive Zoning Ordinance. Additionally, the Planning and Zoning Commission held a public hearing on February 8, 2021.

**RECOMMENDATIONS / ALTERNATIVES**

Staff recommends approval of the proposed Specific Use Permit. On February 8, 2021, the Planning and Zoning Commission also recommended approval of the proposed SUP.

**PREPARED BY**

Miamauni Hines, Planner

**REVIEWED BY**

Marlon Goff, Director of Planning and Development Services

**ATTACHMENTS**

- I. Ordinance O-02-21
- II. Existing Stores

**ORDINANCE O-02-21**

**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 CHANGING THE ZONING CLASSIFICATION OF AN APPROXIMATELY 5.499 ACRES TRACT OF LAND SITUATED IN THE JP WOOLSEY SURVEY, ABSTRACT NO. 1135 AND BEING GENERALLY LOCATED AT THE SOUTHWEST CORNER OF OVILLA ROAD AND UHL ROAD AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A" ATTACHED HERETO, CURRENTLY ZONED RETAIL ("R"), BY ALLOWING A SPECIFIC USE PERMIT FOR AUTOMOBILE SERVICE STATION (GAS STATION) AND CONVENIENCE STORE USES THEREON; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, after public notice and public hearing as required by law, the Planning and Zoning Commission of the City of Glenn Heights, Texas, has recommended the amendment of the Zoning Ordinance and Map of the City of Glenn Heights, Texas, by changing the zoning for an approximately 5.499 acres tract situated in the JP Woolsey Survey, Abstract No. 1135 and generally located at the southwest corner of Ovilla Road and Uhl Road and being more particularly described and depicted in Exhibit "A" attached hereto, currently zoned Retail ("R") by allowing a Specific Use Permit for Automobile Service Station (Gas Station) and Convenience Store uses thereon; 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 and Map 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 City of Glenn Heights Zoning Ordinance and Zoning Map are hereby amended by granting a Specific Use Permit for an approximately 5.499 acres tract situated in the JP Woolsey Survey, Abstract No. 1135 and generally located at the southwest corner of Ovilla Road and Uhl Road and being more particularly described and depicted in Exhibit "A" attached hereto (the "Property"), currently zoned Retail ("R"), to be

used as an Automobile Service Station (Gas Station) and Convenience Store subject to Section 2, below.

**SECTION 3.** The Property shall be used only in the manner and for the purposes provided for in the City of Glenn Heights Code of Ordinances, including the Zoning Ordinance and Zoning Map, as heretofore amended, and, if developed and used for an Automobile Service Station and/or Convenience Store, shall be subject to the following special conditions:

1. The Specific Use Permit shall be specific to the owner/applicant Vaquero Ventures under the name 7-Eleven, 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.
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. The City's landscaping requirements shall be met prior to the issuance of the Certificate of Occupancy and shall comply with the landscape plan attached hereto as Exhibit B.
5. There may be no creation of a 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.
6. No outdoor storage is permitted.
7. All development and use of the Property shall be in accordance with and shall comply with the Site Plan, attached hereto as Exhibit C, and incorporated herein for all purposes.
8. All development and use of the Property shall be in accordance with and shall comply with the elevations for the site/Property, attached hereto as Exhibit D and incorporated herein for all purposes.
9. The parking requirements for this property shall be as follows: one (1) space per two hundred (200) square feet of floor area, plus one (1) parking space for each side of a gasoline pump unit. Adequate space shall be provided for waiting, stacking, and maneuvering automobiles for refueling.

10. The hours for the sale of beer and wine shall be from Monday-Friday 7 am to midnight, Saturday 7am to 1am on Sunday, and Sunday noon to midnight.
11. Any violations of the terms and conditions of the SUP shall render the same null and void without necessity of further hearing.

**SECTION 4. REPEAL OF CONFLICTING ORDINANCES.** 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. SEVERABILITY.** If any section, article, paragraph, sentence, clause, phrase or word in this ordinance or application thereto any person or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinances despite such invalidity, which remaining portions shall remain in full force and effect.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage and adoption.

**DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS ON THIS THE 16 DAY OF MARCH 2021.**

APPROVED:

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

ATTEST:

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

APPROVED AS TO FORM:

---

Victoria Thomas, City Attorney  
(022521VWTm120846)

**EXHIBIT A**  
**[Survey/Boundary Description]**

Drafter: ML  
 Revision: 2020-08-20 | ML  
 Revision: 2020-09-03 | JBN  
 Revision:

**NOTE REGARDING UTILITIES:**  
 Utility locations are per observed and sources listed below:  
 DIG-TESS - ticket number(s) 2071834867.  
 UTILITY MAP - provided by client.

**LEGEND OF SYMBOLS**

- air conditioner
- boothole
- cable tv
- electric meter
- fence or handrail
- fire dept. connection
- fire hydrant
- fire lane
- guard rail
- grease trap
- bollard
- grate inlet
- gas meter
- gas line
- utility pole anchor
- irrigation valve
- landscape or tree line
- landscape electric box
- landscape light
- light pole
- mailbox
- monitoring well
- overhead utility lines
- pool equipment
- road sign
- roof drain
- silt fence
- spot elevation
- sanitary sewer manhole
- sanitary sewer pipe
- storm water manhole
- storm water pipe
- telephoning manhole
- tank fill lid
- telephone riser
- traffic signal pole
- unknown manhole
- utility clean out
- utility cabinet
- utility vault
- utility markings (line color = color of markings)
- utility pole
- utility pole with riser
- utility sign
- water shutoff
- water valve
- water manhole
- water meter
- well
- water line
- one-foot contour lines
- tree trunk (with canopy)
- caliper inches at breast height
- ornamental tree
- multiple trunks
- Google 360 Hyperlink

NOTE - Some items may not pertain to this survey. The identification is subject to interpretation, verification may be required.

**SURVEYOR'S NOTES:**

1. Subject property's record description's error of closure, 0.0044'.
2. Zoning Survey Summary provided by Key Zoning Assessments, LLC, W5663 Castaway Drive, New Lisbon, WI 53950 (608) 565-3164, Site Number 2020.1478.3 Final, Dated: August 12, 2020.
3. The benchmark is a mag nail with a washer stamped "JPH BENCHMARK" set in a concrete curb of a concrete drive way on the east side of Uhl Road, approximately 230' south of the intersection of East Ovilla Road and Uhl Road. Benchmark Elevation = 618.61' (NAVD88). See Vicinity map for general location.
4. According to TXDOT PROJECT TRACKER, F.M. Highway No. 664 is listed as "Construction underway or begins soon." Project ID is 105101037 with a description of Widen Road - Add Lanes. Road way and sidewalk construction observed during the course of survey. City of Red Oak lists Uhl Road as a Proposed Minor Arterial (100' ROW) in its Comprehensive Plan (LINK). According to Mia Hines, Planner for Glenn Heights (miaaun.hines@glennheightstx.gov), Uhl Road is under City of Red Oak's jurisdiction.
5. The surveyed property lies at the southwest corner of the intersection of F.M. Highway No. 664 (Ovilla Rd.) and Uhl Rd.
6. No evidence of building construction or building additions were observed at the time of this survey.

[CLICK HERE FOR COMPLETE ZONING REPORT](#)

**ZONING REQUIREMENTS**  
 R (RETAIL)

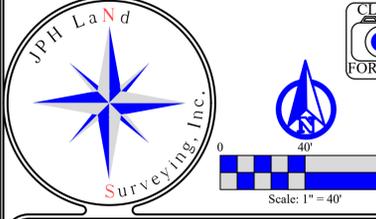
Development Regulations	
Regulation	Requirement
<b>Setbacks</b>	
Building Front Side	30 feet minimum 20 feet minimum, except where abutting residential 25 feet for one story building plus 1 foot for every 1 foot of height above one story
Rear	20 feet minimum, except where abutting residential 25 feet for one story building plus 1 foot for every 1 foot of height above one story
<b>Height</b>	
Principal Building(s)	2 stories, 35 feet maximum
<b>Site Area</b>	
Lot Area	43,560 square feet minimum
Lot Width	100 feet minimum
Lot Depth	100 feet minimum
<b>Density</b>	
Floor Area Ratio	1:1 maximum
Building Coverage	50 percent maximum
<b>Parking</b>	
Parking Formula	Commercial use: 1 space per 250 square feet of floor area minimum

**UTILITY WARNING**  
 811 or other similar utility locate requests (DIG-TESS) may be ignored or result in an incomplete response, in which case utilities may not have been marked, or not completely marked, at the time the fieldwork was performed for this survey. Therefore, other utilities may exist which are not shown on this survey. With regard to Table A, item 11 \*(if addressed), source information from plans and markings have been combined with observed evidence of utilities pursuant to Section 5 E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. Where additional or more detailed information is required, excavation and/or a private utility locate request may be necessary.

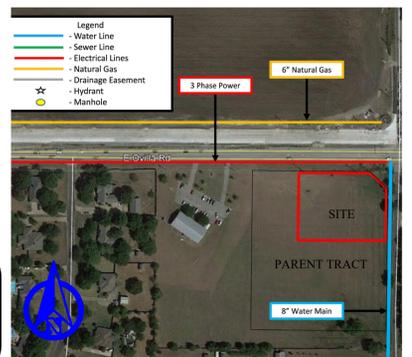
**FLOOD ZONE CLASSIFICATION**  
 This property lies within ZONE(S) X of the Flood Insurance Rate Map for Ellis County, Texas and Incorporated Areas, map no. 48139C0075F, dated 2013/06/03, via sealed map location and graphic plotting and/or the National Flood Hazard Layer (NFHL) Web Map Service (WMS) at <http://hazards.fema.gov>.

**MONUMENTS / DATUMS / BEARING BASIS**  
 Monuments are found if not marked MNS or CRS.  
 CRS = 1/2" rebar stamped "JPH Land Surveying" set  
 MNS = Mag nail & washer stamped "JPH Land Surveying" set  
 TBM = Site benchmark (see vicinity map for general location)  
 Vertex or common point (not a monument)  
 Coordinate values, if shown, are US.SyFt./TxCS/'83,NCZ Elevations, if shown, are NAVD88  
 Bearings are based on grid north (TXCS/'83,NCZ)  
 TYPE I = TxDOT Right of Way tapered concrete monument.  
 TYPE II = TxDOT Right of Way bronze cap in concrete.  
 TYPE III = TxDOT Right of Way aluminum cap.

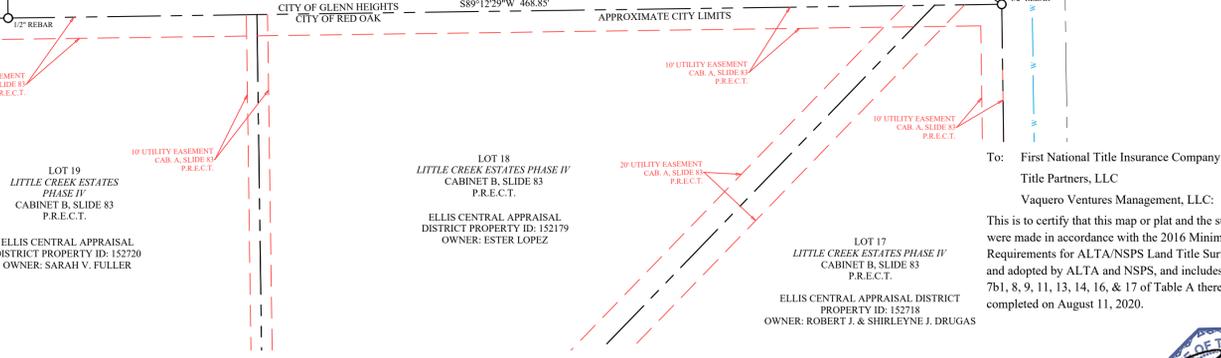
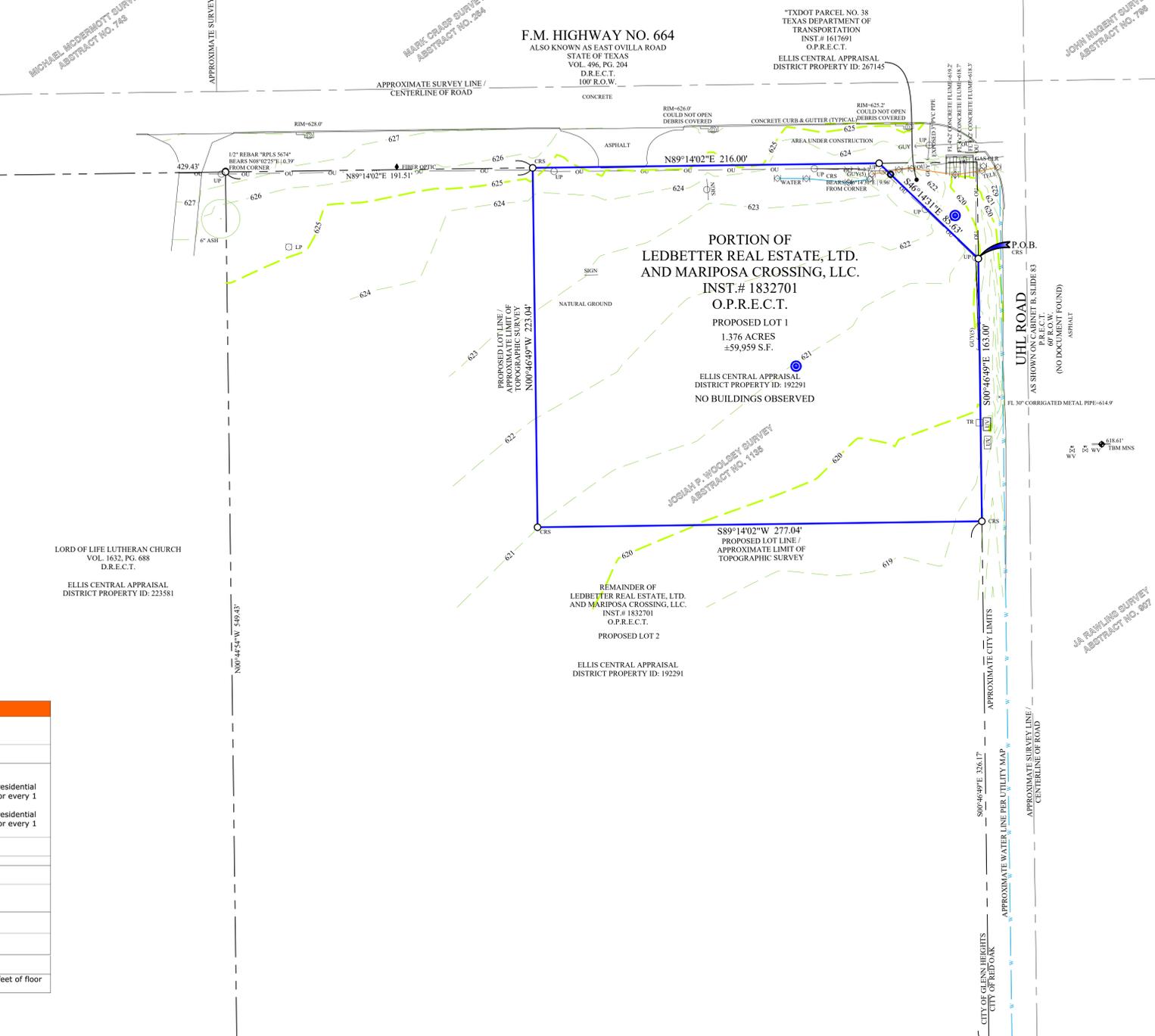
**LEGEND OF ABBREVIATIONS**  
 US.SyFt. United States Survey Feet  
 TxCS/'83,NCZ Texas Coordinate System of 1983, North Central Zone  
 NAVD88 North American Vertical Datum of 1988  
 P.R.E.C.T. Plat Records of Ellis County, Texas  
 O.P.R.E.C.T. Official Public Records of Ellis County, Texas  
 D.R.E.C.T. Deed Records of Ellis County, Texas  
 VOL/PAGE/INST# Volume/Page/Instrument Number  
 POB/POC Point of Beginning/Point of Commencing  
 ESMT/BL Easement/Building Line



JPH Job/Drawing No. (see below)  
 2020.022.030 E.Ovilla Road & Uhl Road, Glenn Heights, TX - ALTA.dwg  
 © 2020 JPH Land Surveying, Inc. - All Rights Reserved  
 785 Lonesome Dove Trail, Hurst, Texas 76054  
 Telephone (817) 431-4971 www.jphlandsurveying.com  
 TBPELS Firm #10019500 #10194073 #10193867  
 DFW | Austin | West Texas



**EXHIBIT "A"**



To: First National Title Insurance Company  
 Title Partners, LLC  
 Vaquero Ventures Management, LLC.  
 This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6a, 7a, 7b1, 8, 9, 11, 13, 14, 16, & 17 of Table A thereof. The fieldwork was completed on August 11, 2020.

Jose B. Najario III  
 Registered Professional  
 Land Surveyor No. 6736  
 jose@jphs.com  
 August 13, 2020



Revised: August 20, 2020 add bearings and distances.  
 Revised: September 03, 2020 to address all Title Commitment documents.

**TITLE COMMITMENT NOTES:**

This survey was performed with the benefit of a title commitment provided by Fidelity National Title Insurance Company, GF# 2401656T, effective May 31, 2020, and issued June 11, 2020. Complete copies of the record description of the property, any record easements benefiting the property, the record easements or servitudes affecting the property ("Record Documents"), documents of record referred to in the Record Documents, and any other documents containing desired appropriate information affecting the property being surveyed and to which the survey shall make reference were not provided to this surveyor for notation on the survey **except for those items listed within Schedule B of said commitment.** Therefore, easements, agreements, or other documents, either recorded, or unrecorded may exist that affect the subject property that are not shown on this survey.

The following Schedule B items were addressed according to the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys Section 6(c)(ii).

Schedule B Exemption #	Recording Information	Label/Grat Location (see edge of sheet for grid values)	Shown on the survey, lies within or touches the surveyed property	Not shown on the survey	(a) the location could not be determined from the record document	(b) no observed evidence, at the time of the fieldwork	(c) blanket description covering all or a portion of the surveyed property	(d) in no, or does not touch the surveyed property	(e) limits access to an otherwise existing right of way	(f) the document is illegible	(g) may have been released or terminated
10.e	Southwestern Bell Telephone Company Permanent Easement Vol. 306, Pg. 207, D.R.E.C.T.			X							
10.e	Southwestern Bell Telephone Company Permanent Easement Vol. 422, Pg. 364, D.R.E.C.T.			X	X						
10.e	Southwestern Bell Telephone Company Permanent Easement Vol. 494, Pg. 483, D.R.E.C.T.			X					X		
10.f	Texas Power & Light Company Right-of-Way Easement Vol. 456, Pg. 554, D.R.E.C.T.			X	X						
10.f	Texas Power & Light Company Right-of-Way Easement Vol. 516, Pg. 490, D.R.E.C.T.			X	X						
10.g	Perpetual Easement Vol. 620, Pg. 424, D.R.E.C.T.			X				X			
10.g	Perpetual Easement Vol. 620, Pg. 426, D.R.E.C.T.			X				X			

[CLICK HERE FOR DESCRIPTION IN WORD FORMAT](#)

**SURVEY DESCRIPTION:**

Written to describe a portion of a tract.  
 FIELD NOTES to that certain tract situated in the Josiah P. Woolsey Survey, Abstract Number 1135, City of Glenn Heights, Ellis County, Texas, said tract being a portion of the tract described in the deed to *Leadbetter Real Estate, LTD, and Mariposa Crossing, LLC*, recorded under Instrument Number 1832701, Official Public Records, Ellis County, Texas (O.P.R.E.C.T.); the subject tract is more particularly described as follows (Bearings are based on Grid North per the Texas Coordinate System of 1983, North Central Zone):

**Beginning** at a 1/2 inch capped rebar stamped "JPH Land Surveying" set at the most easterly northeast property corner of the said Leadbetter tract, same being the west right-of-way line of Uhl Road, being a 60 foot right-of-way, as shown on plat of Little Creek Estates, Phase IV, as recorded in Cabinet B, Slide 83, Plat Records, Ellis County, Texas, said **POINT OF BEGINNING** being the south corner of a tract described as "TXDOT Parcel No. 38" in the deed to *The State of Texas*, as recorded under Instrument Number 1617691, O.P.R.E.C.T.;

**THENCE** SOUTH 00° 46' 49" EAST, with the east property line of the said Leadbetter tract and with the said right-of-way line, a distance of 163.00 feet to a set 1/2 inch capped rebar stamped "JPH Land Surveying";

**THENCE** departing the said property line and the said right-of-way line, the following courses and distances:

1. SOUTH 89° 14' 02" WEST, a distance of 277.04 feet to a set 1/2 inch capped rebar stamped "JPH Land Surveying";
2. NORTH 00° 46' 49" WEST, a distance of 223.04 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set on the north property line of the said Leadbetter tract, being on the monumented south right-of-way line of F.M. Highway No. 664, also known as East Ovilla Road, being a 100 foot right-of-way, being dedicated in part to the *State of Texas*, as recorded in Volume 496, Page 204, O.P.R.E.C.T., from which a 1/2 inch capped rebar stamped "RPLS 4486" found at the northwest property corner of the tract described in the deed to *Lord of Life Lutheran Church*, recorded under Volume 1632, Page 688, O.P.R.E.C.T. bears SOUTH 89° 14' 02" WEST, a distance of 429.43 feet;

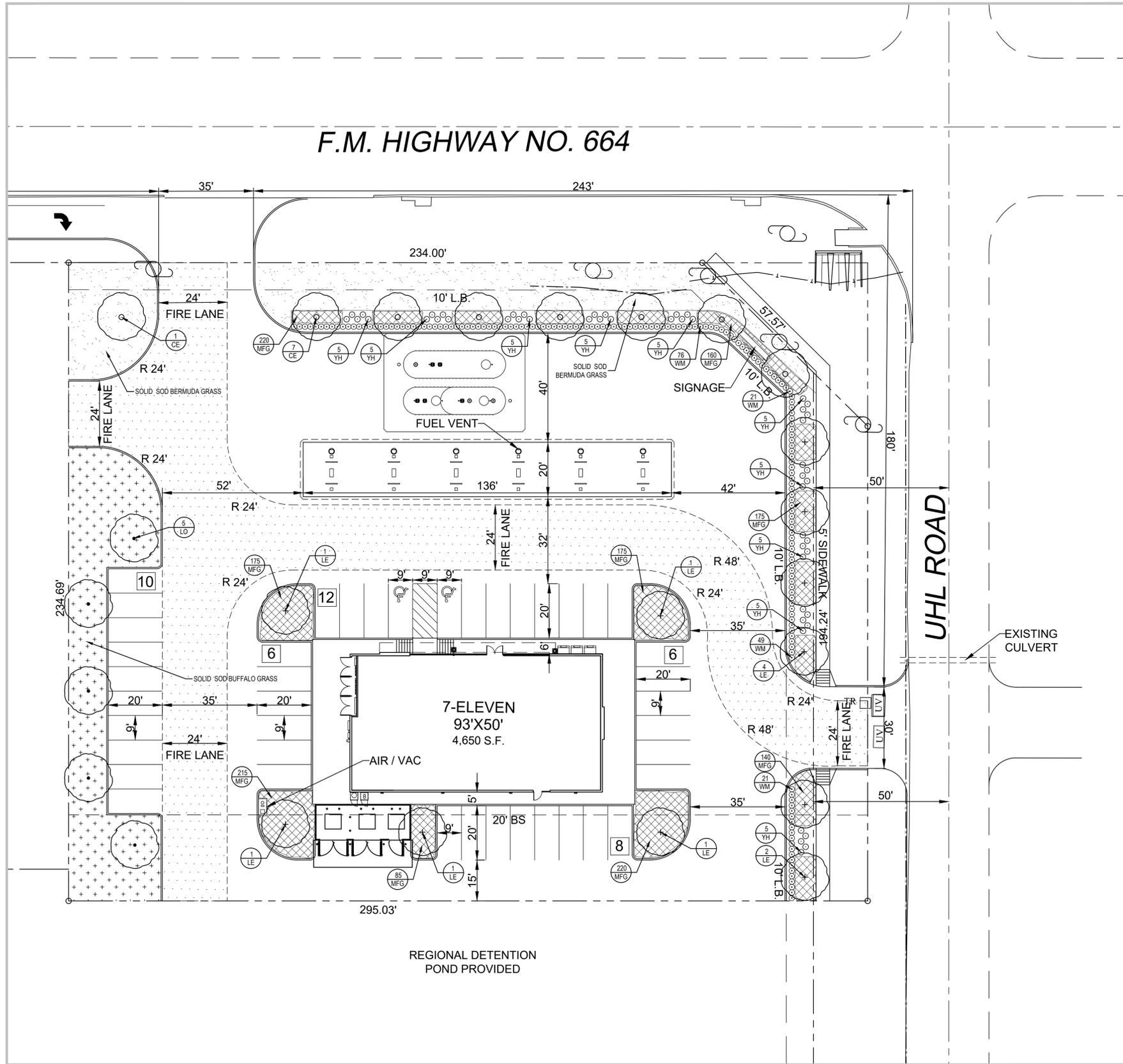
**THENCE** NORTH 89° 14' 02" EAST, with the said property line and with the said right-of-way line, a distance of 216.00 feet to the most northerly northeast property corner of the Leadbetter tract, same being the northwest corner of the aforementioned "TXDOT Parcel No. 38";

**THENCE** SOUTH 46° 14' 31" EAST, departing the said property line and the said right-of-way line, with the southwest line of "TXDOT Parcel No. 38", a distance of 85.63 feet returning to the **POINT OF BEGINNING** and enclosing 1.376 acres (±59,959 square feet).

**ALTA / NSPS LAND TITLE SURVEY**  
**1.376 ACRES**  
 SITUATED IN THE  
**JOSIAH P. WOOLSEY SURVEY**  
**ABSTRACT NO. 1135**  
 CITY OF GLENN HEIGHTS  
 ELLIS COUNTY, TEXAS  
 ADDRESS: NO ADDRESS LISTED (CENTRAL APPRAISAL DISTRICT)

**EXHIBIT B**  
**[Landscape Plan]**

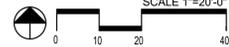
# EXHIBIT "B"



REGIONAL DETENTION POND PROVIDED

## 01 PRELIMINARY LANDSCAPE PLAN

SCALE 1"=20'-0"



### LANDSCAPE TABULATIONS

REQUIREMENT	PROVIDED
INTERIOR LANDSCAPE REQUIREMENT: A MINIMUM 20% OF THE TOTAL LOT AREA TO BE INTERIOR LANDSCAPE AREA	
TOTAL LOT AREA - 63,710 SF	
REQUIRED: 12,742 SF (20%)	PROVIDED: 13,068 SF (21%)
REQUIREMENT: A MINIMUM 1 SHADE TREE PER 10,000 SF OF TOTAL LOT AREA	
REQUIRED: 6 SHADE TREES	PROVIDED: 6 SHADE TREES
PERIMETER LANDSCAPE REQUIREMENT: A MINIMUM 10' WIDE LANDSCAPE BUFFER SHALL BE PROVIDED ALONG STREET FRONTAGE	
REQUIRED: 10' WIDE LANDSCAPE BUFFER	PROVIDED: 10' WIDE LANDSCAPE BUFFER
REQUIREMENT: A MINIMUM OF 1 SHADE TREE AND 10 SHRUBS PER 35 LF OF STREET FRONTAGE SHALL BE PROVIDED	
EAST OVILLA ROAD - 292 LF	
REQUIRED: 8 SHADE TREES 83 SHRUBS	PROVIDED: 8 SHADE TREES 122 SHRUBS
UHL ROAD - 194 LF	
REQUIRED: 6 SHADE TREES 55 SHRUBS	PROVIDED: 6 SHADE TREES 95 SHRUBS
PARKING LOT LANDSCAPE REQUIREMENT: A MINIMUM 15 SF OF PARKING LOT ISLAND LANDSCAPE AREA PER PARKING SPACE SHALL BE PROVIDED. A PARKING LOT ISLAND IS REQUIRED AT THE END OF EACH ROW OF PARKING. A MINIMUM 50% OF ALL PARKING LOT ISLANDS SHALL CONTAIN A MINIMUM OF 1 SHADE TREE WITH THE REMAINING AREA IN SHRUBS, GROUND COVER, GRASSES OR SEASONAL COLOR.	
TOTAL PARKING SPACES: 42 PARKING SPACES	
REQUIRED: 630 SF 7 PARKING LOT ISLANDS 4 PLANTED ISLANDS	PROVIDED: 2,059 SF 7 PARKING LOT ISLANDS 5 PLANTED ISLANDS

### GENERAL LAWN NOTES

- FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED ON CIVIL PLANS.
- ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
- IMPORTED TOPSOIL SHALL BE NATURAL, FRIABLE SOIL FROM THE REGION, KNOWN AS BOTTOM AND SOIL, FREE FROM LUMPS, CLAY, TOXIC SUBSTANCES, ROOTS, DEBRIS, VEGETATION, STONES, CONTAINING NO SALT AND BLACK TO BROWN IN COLOR.
- ALL LAWN AREAS TO BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED, AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR ARCHITECT PRIOR TO INSTALLATION.
- ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPOILS, ETC. SHALL BE REMOVED PRIOR TO PLACING TOPSOIL AND ANY LAWN INSTALLATION.
- CONTRACTOR SHALL PROVIDE (1) ONE INCH OF IMPORTED TOPSOIL ON ALL AREAS TO RECEIVE LAWN.

### SOLID SOD NOTES

- FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL, 3" BELOW FINAL DESIRED GRADE IN PLANTING AREAS AND 1" BELOW FINAL GRADE IN TURF AREAS.
- ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
- CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER FOR AVAILABILITY OF EXISTING TOPSOIL.
- PLANT SOD BY HAND TO COVER INDICATED AREA COMPLETELY. INSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
- ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
- WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
- CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
- CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.
- IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, ALL SOD AREAS TO BE OVER-SEEDED WITH WINTER RYEGRASS, AT A RATE OF (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

### LANDSCAPE NOTES

- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
- CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.
- CONTRACTOR TO PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
- ALL PLANTING BEDS AND LAWN AREAS TO BE SEPARATED BY STEEL EDGING. NO STEEL TO BE INSTALLED ADJACENT TO SIDEWALKS OR CURBS.
- ALL LANDSCAPE AREAS TO BE 100% IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE RAIN AND FREEZE SENSORS.
- ALL LAWN AREAS TO BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

### PLANT NOTES

- THIS PRELIMINARY LANDSCAPE PLAN IS FOR PLANNING PURPOSES ONLY.
- THIS PRELIMINARY LANDSCAPE PLAN MUST BE REVIEWED BY ALL GOVERNING JURISDICTIONS FOR COMPLIANCE.
- ALL EXISTING CONDITIONS MUST BE VERIFIED.
- ALL MEASUREMENTS ARE ESTIMATED.

### PLANT MATERIAL SCHEDULE

TREES					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
CE	8	Cedar Elm	<i>Ulmus crassifolia</i>	3" cal.	B&B, 12' ht., 4' spread, 5' clear straight trunk
LE	11	Lacebark Elm	<i>Ulmus parvifolia</i>	3" cal.	14' ht., 6' spread, 5' clear straight trunk
LO	5	Live Oak	<i>Quercus virginiana</i>	3" cal.	14' ht., 6' spread, 5' clear straight trunk
SHRUBS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
MFG	1,480	Mexican Feather Grass	<i>Nassella tenuissima</i>	1 gal.	container grown, 18" ht., 12" spread, 18" o.c., well rooted
WM	167	Wax Myrtle	<i>Myrica cerifera</i>	5 gal.	container grown, 30" ht., 24" spread
YH	50	Yaupon Holly	<i>Ilex vomitoria</i>	5 gal.	container grown, 24" ht., 24" spread
GROUNDCOVERS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
		'419' Bermudagrass	<i>Cynodon dactylon</i> '419'	sod	solid sod refer to notes
		Buffalograss	<i>Bouteloua dactyloides</i>	sod	solid sod refer to notes

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.

DEVELOPER  
VAQUERO VENTURES, LLC  
W.A. LANDRETH  
3211 W. 4TH STREET  
FORT WORTH, TX 76107  
(817) 228-5268

LANDSCAPE ARCHITECT  
STUDIO GREEN SPOT, INC.  
1784 W. McDERMOTT DR.  
SUITE 110  
ALLEN, TEXAS 75013  
(469) 369-4448  
CHRIS@STUDIOGREENSPOT.COM

PRELIMINARY LANDSCAPE PLAN  
FOR REVIEW ONLY  
ISSUED

02-17-2021  
These documents are  
NOT FOR PERMITTING OR CONSTRUCTION.  
They were prepared by  
or under the supervision of:  
Chris Tronzano Tx. Lic. #2042  
Studio Green Spot, Inc.

7-ELEVEN

EAST OVILLA ROAD & UHL ROAD  
GLENN HEIGHTS, TEXAS, 75154

ISSUE:  
FOR REVIEW 02.17.2021

DATE:  
02.17.2021

SHEET NAME:  
PRELIMINARY LANDSCAPE PLAN

SHEET NUMBER:

L.1

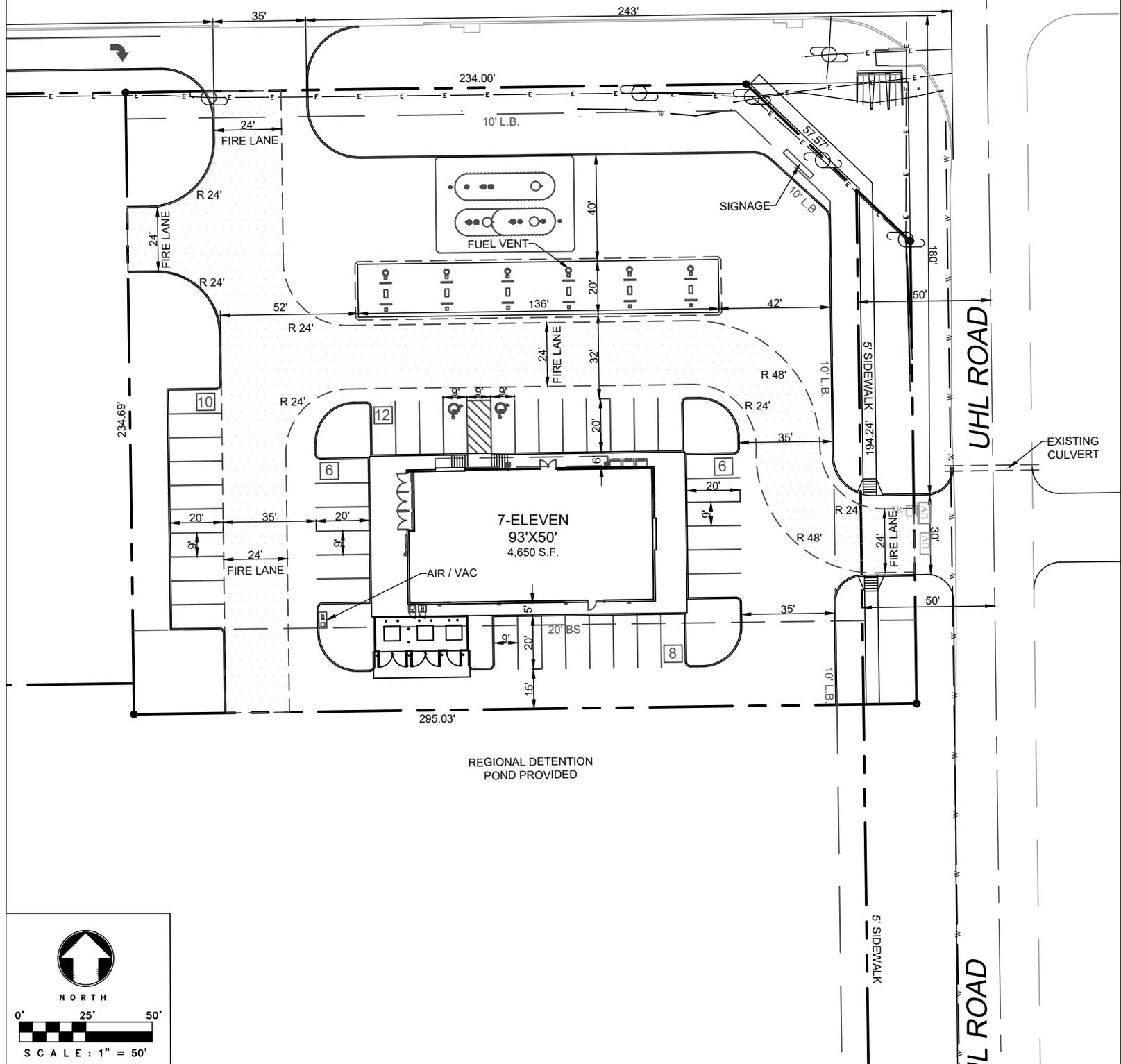
**EXHIBIT C**  
**[Site Plan]**

<b>PRELIMINARY SITE PLAN</b>		GLENN HEIGHTS, TEXAS EAST OVILLA ROAD		
PROTOTYPE:	7-ELEVEN	DEVELOPER	DESIGNER	DATE
BLDG SF:	4,650 SF	COMPANY: VAQUERO VENTURES	COMPANY: STUDIO GREEN SPOT	02-17-21
ACREAGE:	+/- 1.55 ACRES	NAME: W.A. LANDRETH	NAME: TOM TRONZANO	
PARKING SPACES:	42 SPACES	PHONE: 817-228-5268	PHONE: 469-990-0475	

- NOTES:
1. THIS PRELIMINARY SITE PLAN IS FOR PLANNING PURPOSES ONLY.
  2. THIS PRELIMINARY SITE PLAN MUST BE REVIEWED BY ALL GOVERNING JURISDICTIONS FOR COMPLIANCE.
  3. ALL EXISTING CONDITIONS MUST BE VERIFIED.
  4. ALL MEASUREMENTS ARE ESTIMATED.

# EXHIBIT "C"

F.M. HIGHWAY NO. 664

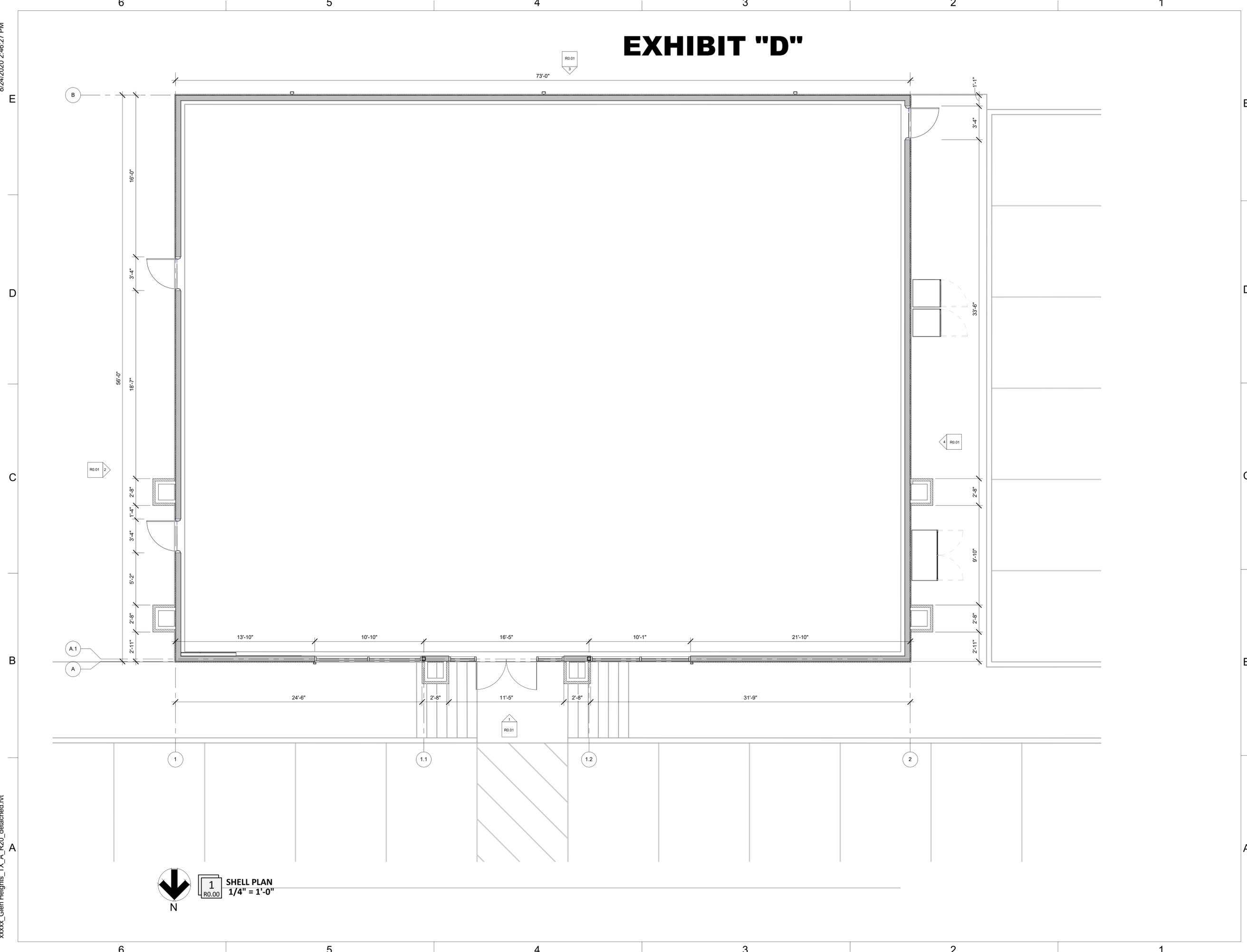


**EXHIBIT D**  
**[Elevations]**

8/24/2020 2:46:27 PM

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# EXHIBIT "D"





**SHELL PLAN**  
 1/4" = 1'-0"

Drawings & Specifications as instruments of service are & shall remain the property of the Architect. They are not to be used on other projects or extensions to this project except by agreement in writing & with appropriate compensation to the Architect.  
 Contractor is responsible for confirming and correlating dimensions at job site. The Architect will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the project.

**CLIENT NAME**  
 VAQUERO VENTURES  
 2800 WINGATE ST STE 200  
 FORT WORTH TX 76107  
  
**TENANT**  
 7-ELEVEN  
 3200 HACKBERRY RD  
 IRVING, TX 75063  
  
**MEP CONSULTANT**  
 BUF STUDIO  
 702 SE 5TH STREET SUITE 30  
 BENTONVILLE, AR 72712  
 CONTACT: ANDREW FINNIGAN, P.E.  
  
**STRUCTURAL CONSULTANT**  
 MILLER ENGINEERING  
 3827 S TIMBERCREEK AVE  
 SUITE A  
 SPRINGFIELD, MO 65807  
  
 PROTO: 10/23/2019

**7-ELEVEN STORE**  
 E. OVILLA RD. & UGH RD.  
 GLENN HEIGHTS, TX



08/24/2020  
**Architect Name** - RYAN FAUST  
**Architect Number** - 25444

THE SEAL & SIGNATURE APPLY ONLY TO THE DOCUMENT TO WHICH THEY ARE AFFIXED & WE EXPRESSLY DISCLAIM ANY RESPONSIBILITY FOR ALL OTHER PLANS, SPECIFICATIONS, ESTIMATES, REPORTS OR OTHER DOCUMENTS OR INSTRUMENTS RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROJECT.

REVISIONS	
NO.	DESCRIPTION

**Drawing Size:** 24 x 36  
**Project #:** 20097  
**Drawn By:** JME  
**Checked By:** CCMB

**Title:**  
 REVIEW BOARD SHELL PLAN

**Sheet Number:**  
**R0.00**

**Date:** 08/24/2020 **Store #:** 1048296

8/24/2020 2:46:43 PM

6

5

4

3

2

1



702 SE 5TH STE 30  
BENTONVILLE, AR 72712  
TEL. 479.321.0478

Drawings & Specifications as instruments of service are & shall remain the property of the Architect. They are not to be used on other projects or extensions to this project except by agreement in writing & with appropriate compensation to the Architect.

CLIENT NAME  
VAQUERO VENTURES  
2900 WINGATE ST STE 200  
FORT WORTH TX 76107

TENANT  
7-ELEVEN  
3200 HACKBERRY RD  
IRVING, TX 75063

MEP CONSULTANT  
BUF STUDIO  
702 SE 5TH STREET SUITE 30  
BENTONVILLE, AR 72712  
CONTACT: ANDREW FINNIGAN, P.E.

STRUCTURAL CONSULTANT  
MILLER ENGINEERING  
3827 S TIMBERCREEK AVE  
SUITE A  
SPRINGFIELD, MO 65807

PROTO:10/23/2019

7-ELEVEN STORE  
E. OVILLA RD. & UGH RD.  
GLENN HEIGHTS, TX

NOT FOR CONSTRUCTION

08/24/2020  
Architect Name - RYAN FAUST  
Architect Number - 25444

THE SEAL & SIGNATURE APPLY ONLY TO THE DOCUMENT TO WHICH THEY ARE AFFIXED & WE EXPRESSLY DISCLAIM ANY RESPONSIBILITY FOR ALL OTHER PLANS, SPECIFICATIONS, ESTIMATES, REPORTS OR OTHER DOCUMENTS OR INSTRUMENTS RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROJECT.

REVISIONS		
NO.	DATE	DESCRIPTION
1	07/27/2020	ADD 1

Drawing Size: 24 x 36  
Project #: 20097  
Drawn By: JME  
Checked By: CCMB

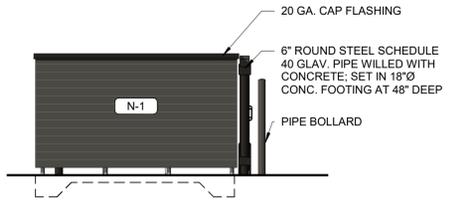
Title: REVIEW BOARD ELEVATIONS

Sheet Number:

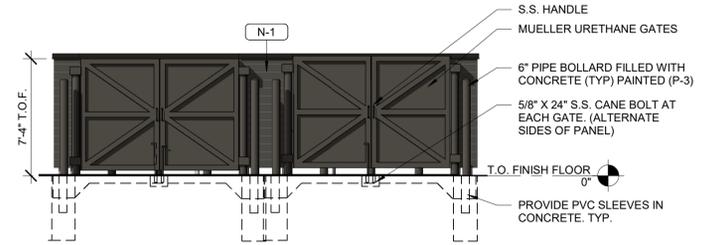
R0.01

Date: 08/24/2020 Store #: 1048296

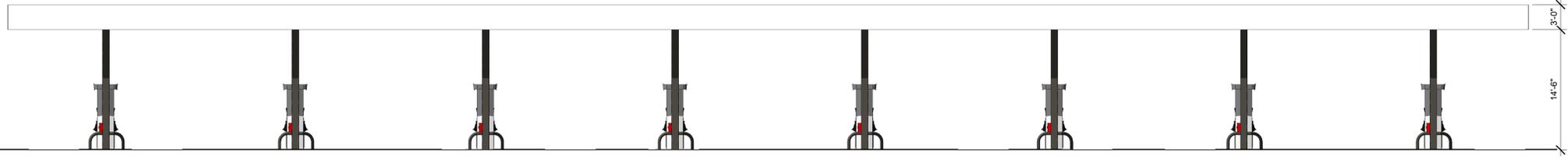
EXTERIOR MATERIALS SCHEDULE			
(NOT ALL MATERIALS IN SCHEDULE ARE USED)			
NO.	MATERIAL	MANUFACTURER	COLOR
MR-1	MEMBRANE ROOFING	DUROLAST	WHITE
N-1	FIBER CEMENT PANEL	NICHIHA	VINTAGE WOOD - BARK
N-3	FIBER CEMENT PANEL	NICHIHA	VINTAGE WOOD - CEDAR
N-2	FIBER CEMENT PANEL	NICHIHA	VINTAGE BRICK PAINTED P-1
P-3	EXTERIOR HM DOORS, FRAMES, TRASH ENCLOSURE GATE, BOLLARDS, GRAVEL GUARDS, AND LIGHT POLES	SHERWIN WILLIAMS	SEAL SKIN SW 7675
S-1	ALUMINUM STOREFRONT GLAZING	KAWNEER	DARK BRONZE
C-1	PREFINISHED ALUMINUM CANOPY	MAPES LUMISHADE	EXTRA DARK BRONZE



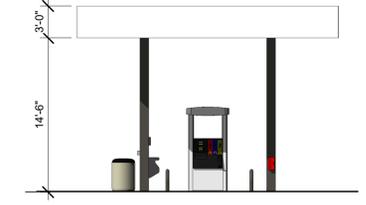
6 DUMPSTER ENCLOSURE - SIDE  
3/16" = 1'-0"



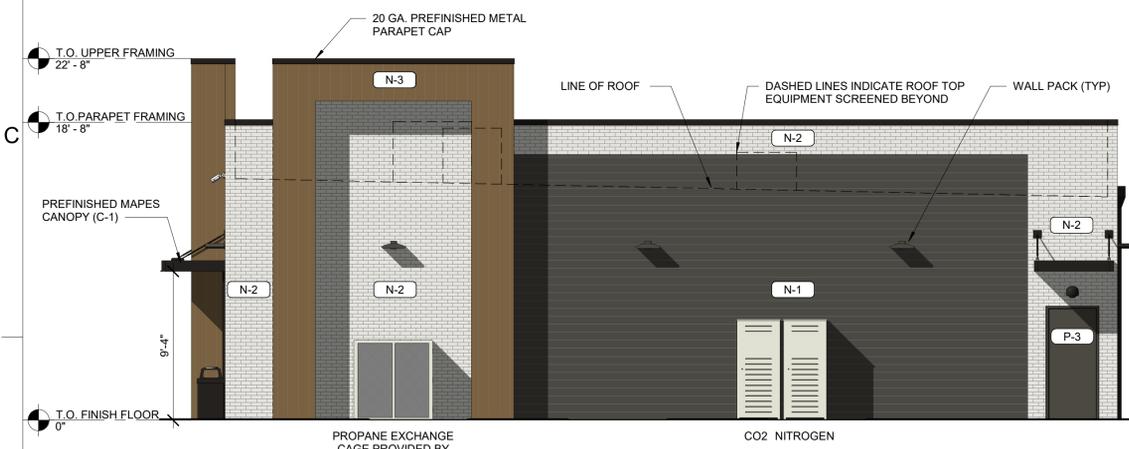
5 DUMPSTER ENCLOSURE - GATE ELEVATION  
3/16" = 1'-0"



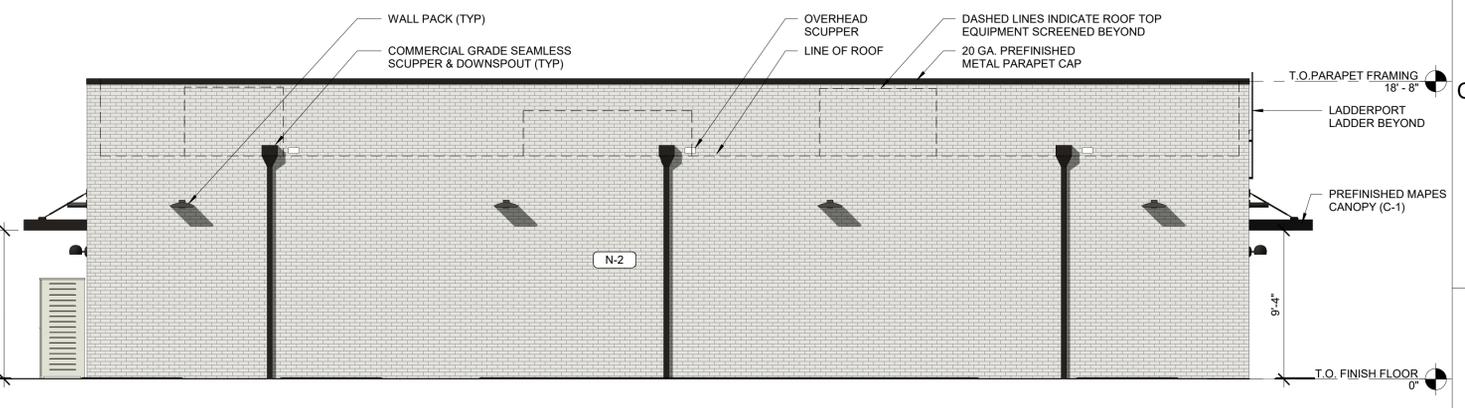
7 FUEL CANOPY ELEVATION - LONG  
1/8" = 1'-0"



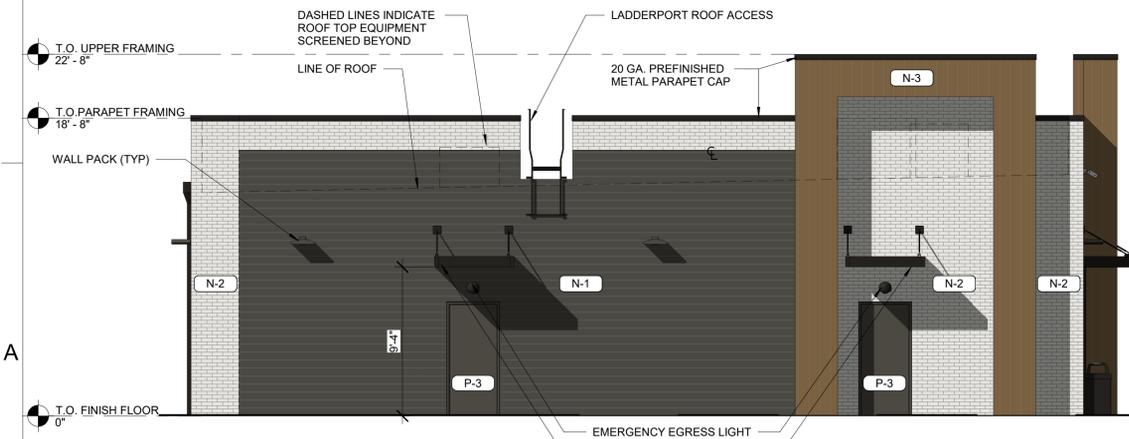
8 FUEL CANOPY ELEVATION - SHORT  
1/8" = 1'-0"



4 ELEVATION - RIGHT SIDE  
3/16" = 1'-0"



3 ELEVATION - REAR  
3/16" = 1'-0"



2 ELEVATION - LEFT SIDE  
3/16" = 1'-0"



1 ELEVATION - FRONT  
3/16" = 1'-0"

xxxxx\_Glen Heights\_TX\_A\_R20\_detached.rvt

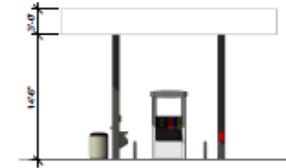


Glenn Heights, TX

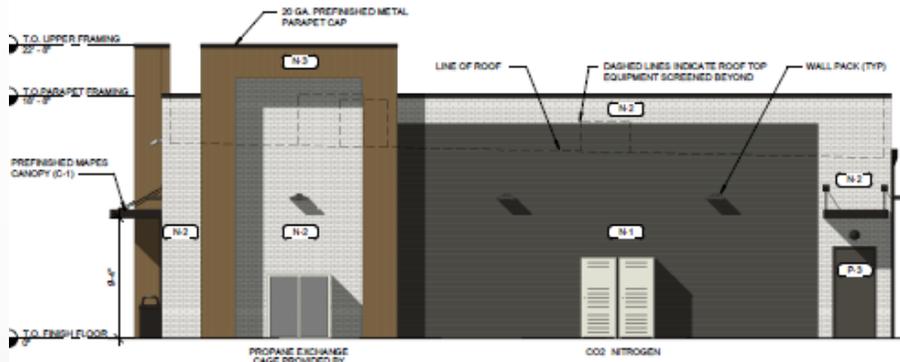
# 7 Eleven Elevations



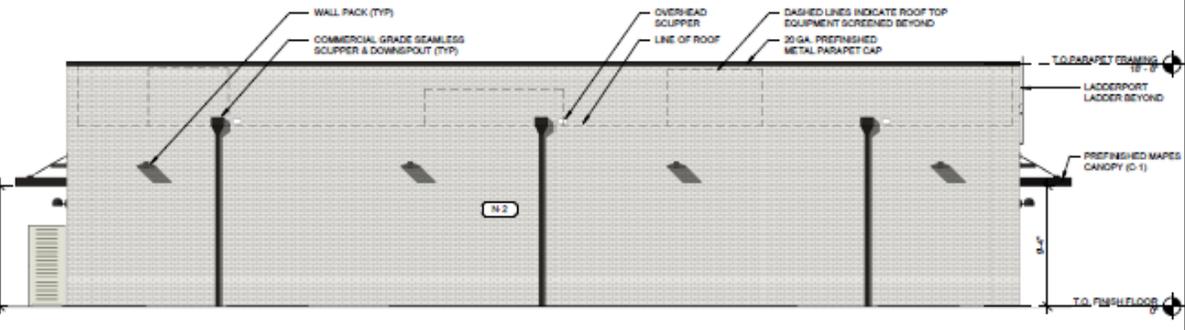
**7 FUEL CANOPY ELEVATION - LONG**  
1/8" = 1'-0"



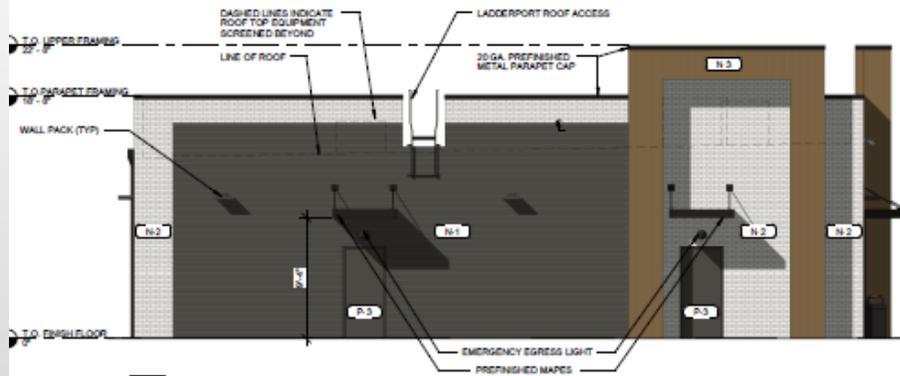
**8 FUEL CANOPY ELEVATION - SHORT**  
1/8" = 1'-0"



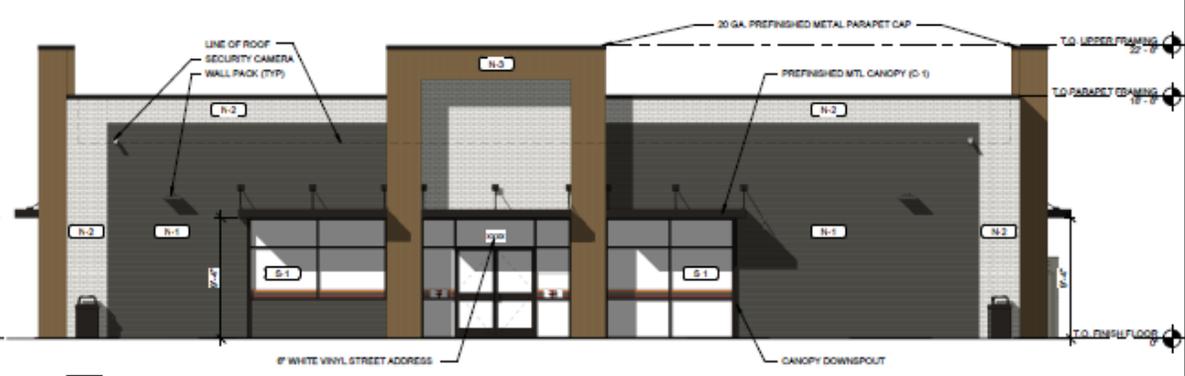
**4 ELEVATION - RIGHT SIDE**  
3/16" = 1'-0"



**3 ELEVATION - REAR**  
3/16" = 1'-0"

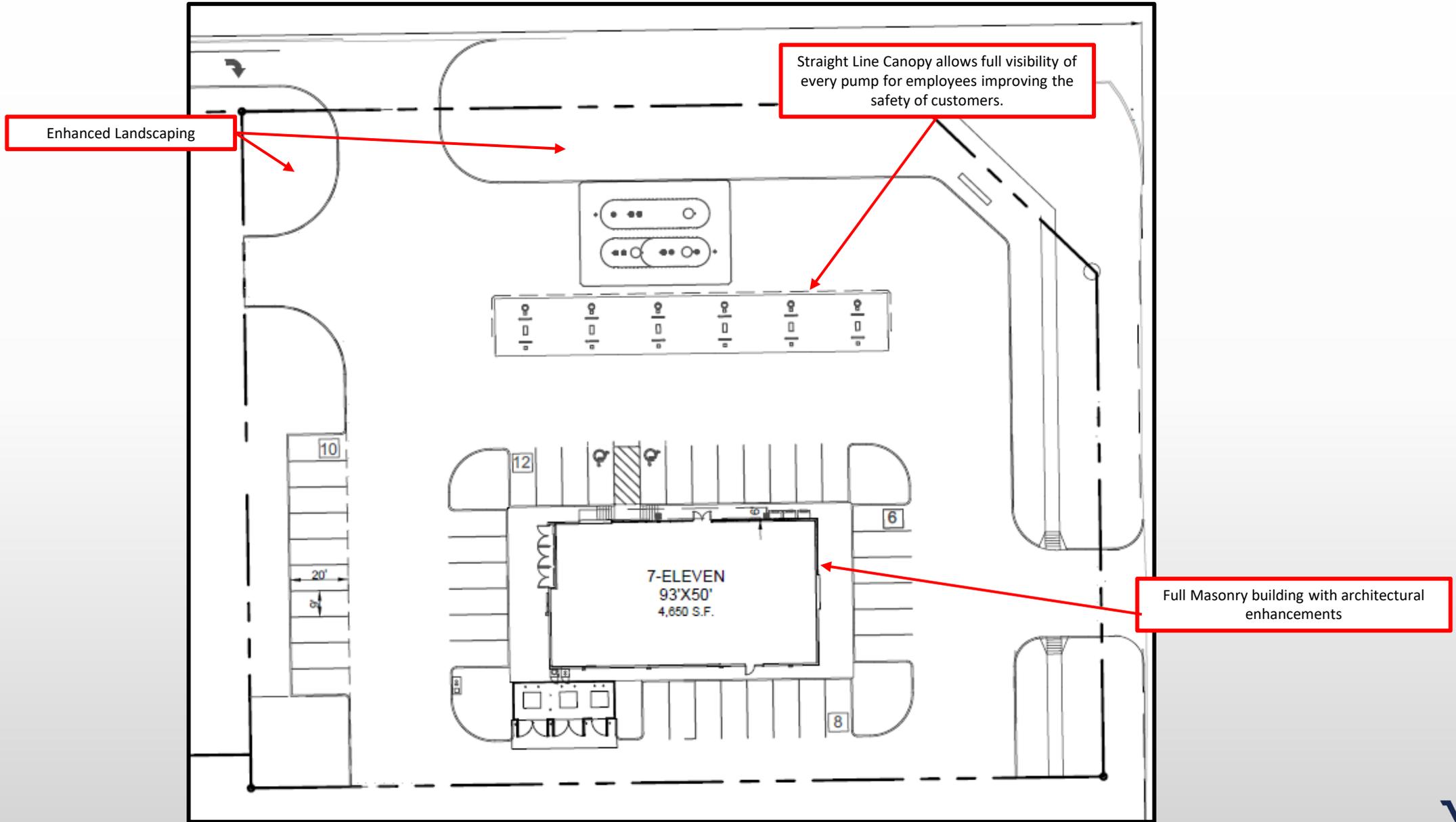


**2 ELEVATION - LEFT SIDE**  
3/16" = 1'-0"



**1 ELEVATION - FRONT**  
3/16" = 1'-0"

# Proposed Layout



## 7 Eleven New Concept Coffee Bar



# 7 Eleven New Concept Stores



# Grand Prairie, TX New Concept 7 Eleven Rendering



Houston, TX- 2600 S. Richey St.



Temple, TX- 3813 S. General Bruce Dr.



Midlothian, TX- 1431 E. Main St.



Spring, TX- 2213 Spring Stuebner Rd.



West, TX- 21735 I-35







# CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

**Date: March 16, 2021**

## **SUBJECT**

The City Council will hear a Specific Use Permit request for a temporary concrete batch plant.

## **REPORT IN BRIEF**

Discuss and take action on Ordinance O-05-21, an Ordinance of the City Council of the City of Glenn Heights, amending the Comprehensive Zoning Ordinance and Map of the City of Glenn Heights, as heretofore amended by granting a change in zoning by granting a Specific Use Permit with special conditions to allow for the construction and use of a temporary concrete batching plant on land zoned Planned Development-3, Single Family-3 & Single Family-4 ("PD-3, SF-3 & SF-4") and being approximately 34.190 acres of land described as all of Magnolia Meadows Phase IV, Glenn Heights, Ellis County, Texas and being more particularly described and depicted in Exhibit "A" attached hereto; providing for the approval of the site plan and truck route attached hereto as Exhibit "B"; providing for approval of the process flow diagram attached hereto as Exhibit "C"; providing a conflict clause; providing a severability clause; and providing an effective date.

## **BACKGROUND / DISCUSSION**

Given the underlying zoning and approved infrastructure plans, the applicant is seeking permission to construct a temporary concrete batch plant to pave the streets of the proposed Magnolia Meadows Phase IV.

## Zoning Ordinance

The Zoning Ordinance defines a temporary concrete batch plants as follows:

*CONCRETE OR ASPHALT BATCHING PLANT (TEMPORARY). A temporary manufacturing facility for the storing of raw materials and production of concrete or asphalt during construction of a project. Plant shall be removed when the project is completed.*

Additionally, the following conditions apply to all temporary concrete batching plants:

1. The batching plant site shall comply with all applicable provisions of city, state, and federal laws.
2. The batch plant shall not be located within one thousand feet (1,000') of an inhabited residence.
3. Hours of operation and hauling shall be limited to Monday through Friday, 7:00 a.m. to 6:00 p.m. and Saturday, 9:00 a.m. to 5:00 p.m. Aggregate trucks shall be prohibited from hauling to or from the site on Sunday.
4. The batch plant permit shall be valid for a three-month period. No extensions will be allowed without approval of the City Council.
5. No portion of the batch plant or its operations shall be located on a public or private street, or on land dedicated to the city for parks and open space.
6. The batch plant shall only furnish concrete, asphalt, or both, to the specific project for which the temporary permit is issued. The placement of a temporary batching plant for a private project is restricted to the site of the project.
7. The temporary plant shall be operated in a manner that eliminates unnecessary dust, noise and odor (as illustrated by, but not limited to covering trucks, hoppers, chutes, loading and unloading devices and mixing operations, and maintaining driveways and parking areas free of dust).
8. A bond issued to the City of Glenn Heights in the amount determined by the City Manager or his or her designee, shall be required prior to the issuance of the TUP for the restoration of the site. The site must be clear of all equipment, material and debris as well as all contaminated soil, chemicals and hazardous waste within seven (7) calendar days of completion of the project. In the event

the site has not been restored to the satisfaction of the City Manager, the City will make every attempt to have the repairs complete within a period of one hundred and eighty (180) days thereupon returning any dollar amount in excess of the bond.

9. A bond issued to the City of Glenn Heights, in an amount determined by the City Manager or his or her designee, shall be required prior to the issuance of the TUP for the repair of all public improvements that are damaged by any and all equipment necessary for and during the operation of the temporary batching plant. The applicant may choose to make the necessary repairs or replacements within thirty (30) calendar days of completion of the project for the return of the bond. In the event these repairs and replacements have not been made to the satisfaction of the City Manager the City will make every attempt to have the repairs complete within a period of one hundred and eighty (180) days thereupon returning any dollar amount in excess of the bond.
10. Upon issuance and expiration of the temporary use permit and cessation of activities, the City Building Official and permittee shall walk the site to verify compliance with these special conditions.
11. Every attempt should be made by the applicant to ensure that no residential street is utilized for ingress and egress to the batch plant.

Although the Zoning Ordinance does state that the City Manager may approve a temporary asphalt or concrete batching plant subject to these conditions, this site of the proposed batch plant does not meet the residential distance requirement. Any exceptions to these conditions must ultimately be reviewed and approved by the City Council.

#### Section IX4.4.B – Status of Conditionally Permitted Uses

The following general rules apply to all conditional uses:

1. The designation of a use in a zoning district as may be permitted by SUP in Section XI.4.4 of this Ordinance does not constitute an authorization or assurance that such use will be approved.

2. Approval of a Specific Use Permit shall authorize only the particular use for which the SUP is issued. An SUP may only be issued to the identified property and to the applicant. Any change in applicant shall render the SUP null and void. An SUP cannot be transferred to any other owner, applicant or property.
3. No use authorized by a Specific Use Permit shall be enlarged, extended or relocated, nor may the number of dwelling units be increased, unless an application is made for approval of a new Specific Use Permit in accordance with the procedures set forth in Section XI.4.4 of City Code of Ordinances.
4. Development of the use shall not be carried out until the applicant has secured all the permits and approvals required by these zoning regulations, the City Code of Ordinances, and any permits that may be required by regional, State or Federal agencies.

The applicant meets and is amendable to these requirements. If reviewed favorably by the Planning and Zoning Commission and approved by the City Council, the applicant will issue restoration and repair bonds to the City of Glenn Heights prior to the issuance of the temporary use permit to construct and use a concrete batching plant in accordance to the requirements of the City's Zoning Ordinance and any conditions of approval that will become part of the ordinance granted with this SUP.

### **FISCAL IMPACT**

If the applicant is not permitted to construct a temporary concrete batching plant on this site, the applicant would have to haul ready-mix concrete to the site for the construction of Magnolia Meadows IV. The total weight of these ready-mix trucks could negatively impact Uhl Road and some of the residential streets within the previous phases of Magnolia Meadows. Additionally, this Specific Use Permit would require that the applicant issue both a maintenance and restoration bond to help cover the cost of repairing all public improvements that are damaged by any and all equipment necessary for and during the operation of the temporary batching plant.

## **PUBLIC CONTACT**

Notices were mailed to adjacent property owners within two hundred feet (200') of the subject property by January 22, 2021 and February 12, 2021. Notice was also published in a local newspaper on January 24, 2021 and February 14, 2021 as required by state law and the City of Glenn Heights Comprehensive Zoning Ordinance. Additionally, the Planning and Zoning Commission held a public hearing on February 8, 2021.

## **RECOMMENDATIONS / ALTERNATIVES**

Staff recommends approval of this Specific Use Permit request as presented. On January 8, 2021, the Planning and Zoning Commission also recommended approval of the SUP.

## **PREPARED BY**

Miamauni Hines, City Planner

## **REVIEWED BY**

Marlon Goff, Planning and Development Services Director

## **ATTACHMENTS**

- I. Ordinance O-05-21

**ORDINANCE O-05-21**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF GLENN HEIGHTS, AS HERETOFORE AMENDED BY GRANTING A CHANGE IN ZONING BY GRANTING A SPECIFIC USE PERMIT WITH SPECIAL CONDITIONS TO ALLOW FOR THE CONSTRUCTION AND USE OF A TEMPORARY CONCRETE BATCHING PLANT ON LAND ZONED PLANNED DEVELOPMENT-3, SINGLE FAMILY-3 & SINGLE FAMILY-4 (“PD-3, SF-3 & SF-4”) AND BEING APPROXIMATELY 34.190 ACRES OF LAND DESCRIBED AS ALL OF MAGNOLIA MEADOWS PHASE IV, GLENN HEIGHTS, ELLIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT “A” ATTACHED HERETO; PROVIDING FOR THE APPROVAL OF THE SITE PLAN AND TRUCK ROUTE ATTACHED HERETO AS EXHIBIT “B”; PROVIDING FOR APPROVAL OF THE PROCESS FLOW DIAGRAM ATTACHED HERETO AS EXHIBIT “C”; PROVIDING A CONFLICT 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 by changing the zoning to grant a Specific Use Permit (“SUP”) with special conditions to allow for the construction and use of a temporary concrete batching plant on land zoned Planned Development-3, Single Family-3 & Single Family-4 (“PD-3, SF-3 & SF-4”) and being approximately 34.190 acres of land described as all of Magnolia Meadows Phase IV, 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 amended by granting a Specific Use Permit with special conditions to allow for the construction and use of a temporary concrete batching plant on land zoned Planned Development-3, Single Family-3 & Single

Family-4 (“PD-3, SF-3 & SF-4”) and being approximately 34.190 acres of land described as all of Magnolia Meadows Phase IV, Glenn Heights, Ellis County, Texas, as more particularly described and depicted in Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”).

**SECTION 3.** The Specific Use Permit established and described in Section 2 herein shall be and is hereby made subject to the following conditions and requirements:

**Specific Use Permit:**

1. The batching plant site shall comply with all applicable provisions of city, state, and federal laws.
2. The batching plant (also referred to herein as “batch plant”) shall be located at least seven hundred feet (700’) from any inhabited residence as depicted in the Site Plan attached hereto as Exhibit “B” and the plant shall be constructed and operated in accordance with that Site Plan.
3. Hours of operation and hauling shall be limited to Monday through Friday, 7:00 a.m. to 6:00 p.m. and Saturday, 9:00 a.m. to 5:00 p.m. Aggregate trucks shall be prohibited from hauling to or from the site on Sunday.
4. The batch plant special use permit shall be valid for a three-month period after the first equipment is moved onto the site. No extensions will be allowed without approval of the City Council.
5. No portion of the batch plant or its operation shall be located on a public or private street, or on land dedicated to the city for parks and open space.
6. The batch plant shall only furnish concrete, asphalt, or both, to Magnolia Meadows Phase IV and Villages at Charleston Phase III. The use of this batch plant to furnish any other site shall be prohibited.
7. The temporary batch plant shall be operated in a manner that eliminates unnecessary dust, noise and odor (as illustrated by, but not limited to, covering trucks, hoppers, chutes, loading and unloading devices and mixing operations, and maintaining driveways and parking areas free of dust).
8. A bond issued to the City of Glenn Heights, in an amount determined by the City Manager or his or her designee, shall be provided to the City Manager within twenty-one (21) days of the date of provision of notice of the required bond amount, said bond being for site restoration. No batch plant equipment may be placed on the Property until after the provision of this bond. The site must be clear of all equipment, material and debris as well as all contaminated soil, chemicals and hazardous waste within twenty-one (21) calendar days of completion of the project or expiration of the Specific Use Permit, whichever is earlier. In the even the site has been restored, the bond

will be returned to the applicant. In the event the site has not been restored to the satisfaction of the City Manager, the City will make every attempt to have the repairs complete within a period of one hundred and eighty (180) days thereupon returning any dollar amount in excess of the bond.

9. A bond issued to the City of Glenn Heights, in an amount determined by the City Manager or his or her designee, shall be required to be provided to the City Manager within twenty-one days of the date of provision of notice of the required bond amount, said bond being for repair of public improvements that are damaged by any and all equipment necessary for and during the operation of the temporary batching plant. . No batch plant equipment may be placed on the Property until after the provision of this bond The applicant may choose to make the necessary repairs or replacements within thirty (30) calendar days of completion of the project or expiration of the Special Use Permit, whichever is earlier, for the return of the bond. In the event these repairs and replacements have not been made to the satisfaction of the City Manager, the City will make every attempt to have the repairs complete within a period of one hundred and eighty (180) days thereupon returning any doll amount in excess of the bond.
10. Upon commencement and expiration of the Special Use Permit granted in this Ordinance, the City Manager or his or her designee and permittee shall walk the site to verify compliance with these special conditions.
11. Every attempt shall be made by the applicant to ensure that no residential street is utilized for ingress and egress to the batch plant.
12. The operation of the temporary plant shall be in conformance with the Process Flow Diagram attached hereto as Exhibit "C".

**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 or application thereto any person or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinances 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 from and after its passage and adoption.

**DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS ON THIS THE 16TH DAY OF MARCH 2021.**

APPROVED:

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Victoria Thomas, City Attorney  
(022621vwtTM120858)

**EXHIBIT A**  
**[Survey and Boundary Description]**

CALLED 72.237 ACRES  
METROPLEX CONSTRUCTION  
VOL. 1774, PG. 2351  
D.R.E.C.T.

P.O.B.  
IRFC

MICHAEL McDERMOTT SURVEY,  
ABSTRACT #743

20' UTILITY EASEMENT  
TO BE ABANDONED BY THIS PLAT  
VOLUME 1949, PAGE 275

CALLED 78.333 ACRES  
VILLAGES OF CHARLESTON  
DEVELOPMENT, LLC  
INST. NO. 1617974  
O.P.R.E.C.T.

20' UTILITY EASEMENT  
TO BY ABANDONED BY THIS PLAT  
VOLUME 1949, PAGE 275

MATCHLINE

**NOTES:**

- All Common Area Lots with an X designation will be owned and maintained by the Homeowner's Association.
- All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.
- All corners are 5/8" iron rods set with a plastic cap stamped "KHA" unless otherwise noted.
- Magnolia Meadows - Phase 4 shall be subject to all requirements as established by City of Glenn Heights' Ordinance #O-01-17 (Planned Development 3).
- See Sheet 3 for Line & Curve Tables.
- The Owner and the Developer release the City of Glenn Heights from any and all claims, damages, obligations, or liabilities occasioned by the establishment of grades, or the alteration of the surface of any portion of the existing streets and alleys, to conform to the grades established in the Magnolia Meadows - Phase 4 Subdivision.
- Project is subject to Development Agreement filed January 17, 2018, recorded in Ellis County.

**FLOOD STATEMENT:**

According to Map No. 48139C0075F, dated June 3, 2013 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Ellis County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is located in Zone X (unshaded) and is not within a special flood hazard area. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

**OWNER:**

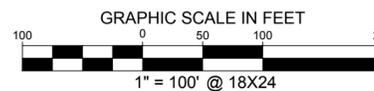
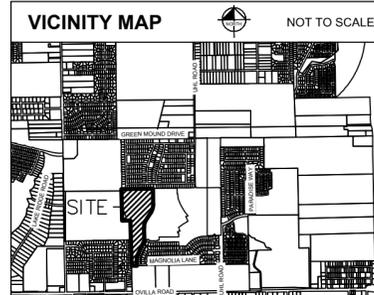
D.R. Horton - Texas, Ltd.  
6751 North Freeway  
Fort Worth, Texas 76131  
817-230-0800  
Contact: Zach C. Motley, P.E.

**APPLICANT:**

Kimley-Horn & Associates  
6160 Warren Pkwy, Ste. 210  
Frisco, Texas 75034  
972-335-3580  
Contact: Thomas Fletcher, P.E.

**SURVEYOR:**

Kimley-Horn & Associates  
400 N. Oklahoma Dr, Suite 105  
Celina, Texas 75009  
469-501-2200  
Contact: Sean Patton, R.P.L.S.



**LEGEND:**

- P.O.B. = POINT OF BEGINNING
- IRSC = 5/8" IRON ROD SET W/ "KHA" CAP
- I.R.F.C = IRON ROD FOUND W/CAP
- IRF = IRON ROD FOUND
- IPF = IRON PIPE FOUND
- R.O.W. = RIGHT OF WAY
- B.L. = BUILDING LINE
- U.E. = UTILITY EASEMENT
- P.R.E.C.T. = PLAT RECORDS OF ELLIS COUNTY, TEXAS
- O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS OF ELLIS COUNTY, TEXAS
- D.R.E.C.T. = DEED RECORDS OF ELLIS COUNTY, TEXAS
- S.S.E. = SANITARY SEWER EASEMENT
- D.E. = DRAINAGE EASEMENT

**FINAL PLAT  
MAGNOLIA MEADOWS - PHASE 4**

LOTS 10X, 15X, 10-15, BLOCK W;  
LOTS 1X, 25X, 40X, 1-40, BLOCK X;  
LOTS 1-27, BLOCK Y;  
LOTS 1-14, BLOCK Z;

87 RESIDENTIAL LOTS AND 5 HOA LOTS

**BEING  
32.032 ACRES  
SITUATED IN THE  
M. McDERMOTT SURVEY, ABSTRACT NO. 743,  
CITY OF GLENN HEIGHTS,  
ELLIS COUNTY, TEXAS**

**Kimley»Horn**

400 N. Oklahoma Dr. Ste. 105  
Celina, Texas 75009

Tel. No. (469) 501-2200  
FIRM # 10193822

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SPA	KHA	04/14/2020	068517087	1 OF 3

MATCHLINE

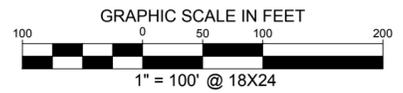
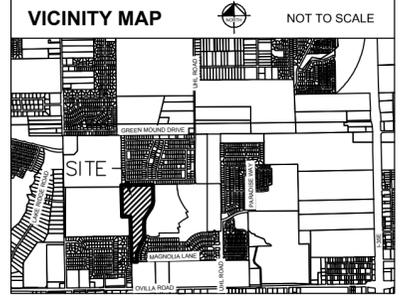
MICHAEL McDERMOTT SURVEY,  
ABSTRACT #743

CALLED 78.333 ACRES  
VILLAGES OF CHARLESTON  
DEVELOPMENT, LLC  
INST. NO. 1617974  
O.P.R.E.C.T.

20' UTILITY EASEMENT  
TO BE ABANDONED BY THIS PLAT  
VOLUME 1949, PAGE 275

CALLED 169.27 ACRES  
D.R. HORTON - TEXAS, LTD.  
INST. NO. 1728450  
D.R.E.C.T.

CALLED 16.00 ACRES  
RED OAK ISD  
VOL. 1342, PG. 685  
D.R.E.C.T.



LEGEND:

- P.O.B. = POINT OF BEGINNING
- IRSC = 5/8" IRON ROD SET W/ "KHA" CAP
- I.R.F.C = IRON ROD FOUND W/CAP
- IRF = IRON ROD FOUND
- IPF = IRON PIPE FOUND
- R.O.W. = RIGHT OF WAY
- B.L. = BUILDING LINE
- U.E. = UTILITY EASEMENT
- P.R.E.C.T. = PLAT RECORDS OF ELLIS COUNTY, TEXAS
- O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS OF ELLIS COUNTY, TEXAS
- D.R.E.C.T. = DEED RECORDS OF ELLIS COUNTY, TEXAS
- S.S.E. = SANITARY SEWER EASEMENT
- D.E. = DRAINAGE EASEMENT

- NOTES:**
- All Common Area Lots with an X designation will be owned and maintained by the Homeowner's Association.
  - All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.
  - All corners are 5/8" iron rods set with a plastic cap stamped "KHA" unless otherwise noted.
  - Magnolia Meadows - Phase 4 shall be subject to all requirements as established by City of Glenn Heights' Ordinance #O-01-17 (Planned Development 3).
  - See Sheet 3 for Lot Area Table and Line & Curve Tables.
  - The Owner and the Developer release the City of Glenn Heights from any and all claims, damages, obligations, or liabilities occasioned by the establishment of grades, or the alteration of the surface of any portion of the existing streets and alleys, to conform to the grades established in the Magnolia Meadows - Phase 4 Subdivision.
  - Project is subject to Development Agreement filed January 17, 2018, recorded in Ellis County.

**FLOOD STATEMENT:**

According to Map No. 48139C0075F, dated June 3, 2013 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Ellis County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is located in Zone X (unshaded) and is not within a special flood hazard area. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

### FINAL PLAT MAGNOLIA MEADOWS - PHASE 4

LOTS 10X, 15X, 10-15, BLOCK W;  
LOTS 1X, 25X, 40X, 1-40, BLOCK X;  
LOTS 1-27, BLOCK Y;  
LOTS 1-14, BLOCK Z;

87 RESIDENTIAL LOTS AND 5 HOA LOTS

BEING  
32.032 ACRES  
SITUATED IN THE  
M. McDERMOTT SURVEY, ABSTRACT NO. 743,  
CITY OF GLENN HEIGHTS,  
ELLIS COUNTY, TEXAS

OWNER:  
D.R. Horton - Texas, Ltd.  
6751 North Freeway  
Fort Worth, Texas 76131  
817-230-0800  
Contact: Zach C. Motley, P.E.

APPLICANT:  
Kimley-Horn & Associates  
6160 Warren Pkwy, Ste. 210  
Frisco, Texas 75034  
972-335-3580  
Contact: Thomas Fletcher, P.E.

SURVEYOR:  
Kimley-Horn & Associates  
400 N. Oklahoma Dr, Suite 105  
Celina, Texas 75009  
469-501-2200  
Contact: Sean Patton, R.P.L.S.

# Kimley»Horn

400 N. Oklahoma Dr. Ste. 105  
Celina, Texas 75009

Tel. No. (469) 501-2200  
FIRM # 10193822

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SPA	KHA	04/14/2020	068517087	2 OF 3

**OWNER'S CERTIFICATE**

STATE OF TEXAS §  
 COUNTY OF ELLIS §

WHEREAS D.R. Horton - Texas, Ltd. is the owner of a tract of land situated in the M. McDermott Survey, Abstract No. 743, City of Glenn Heights, Ellis County, Texas, and being a portion of a called 169.27 acre tract of land conveyed to D.R. Horton - Texas, Ltd., according to the document filed of record in Instrument Number 1728450, Deed Records Ellis County, Texas (D.R.E.C.T.), and being more particularly described as follows:

**BEGINNING** at a 1/2-inch iron rod with plastic cap stamped "RPLS 4480" found for the most northern southeast corner of a called 72.237-acre tract of land conveyed to Metroplex Construction, according to the documents filed of record in Volume 1774, Page 2351, (D.R.E.C.T.) for the northwest corner of this tract;

**THENCE** North 89°14'24" East, with the south line of Lindell Estates Addition, an addition to the City of Glenn Heights, according to the plat filed of record in Cabinet A, Slide 330, Plat Records, Ellis County, Texas (P.R.E.C.T.), said south line being common with the north line of this tract, a distance of 1,020.37 feet to a point in said line for the northwest corner of Magnolia Meadows Phase 2, an addition to the City of Glenn Heights, according to the plat filed of record in Cabinet J, Slide 775 (P.R.E.C.T.), said corner being common with the northeast corner of this tract;

**THENCE** leaving said south line with the western line of said Magnolia Meadows Phase 2 same being common with the eastern line of this tract the following eleven (11) courses and distances:

South 0°29'34" East, a distance of 633.63 feet to a point for corner of this tract;

South 89°19'50" West, a distance of 146.09 feet to a point for corner of this tract;

South 2°35'54" East, a distance of 58.08 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 82°39'25", a radius of 295.00 feet, a chord bearing and distance of South 40°39'32" West, 389.62 feet;

With said curve to the right, an arc distance of 425.58 feet to a point for corner of this tract;

South 0°40'10" East, a distance of 432.42 feet to a point for corner of this tract;

South 89°19'50" West, a distance of 97.99 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 26°39'44", a radius of 355.28 feet, a chord bearing and distance of South 29°25'30" West, 163.84 feet;

With said curve to the left, an arc distance of 165.33 feet to a point for corner of this tract;

South 47°14'00" West, a distance of 70.00 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 11°19'53", a radius of 425.00 feet, a chord bearing and distance of South 48°25'56" East, 83.91 feet;

With said curve to the left, an arc distance of 64.05 feet to a point for corner of this tract;

South 54°05'53" East, a distance of 55.73 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 4°33'54", a radius of 475.00 feet, a chord bearing and distance of South 56°23'30" East, 37.84 feet;

With said curve to the left, an arc distance of 37.85 feet to a point for the most southern northwest corner of Magnolia Farms Addition Phase 1, an addition to the City of Glenn Heights, according to the plat filed of record in Cabinet G, Slide 164, (P.R.E.C.T.) from which a 1/2-inch iron rod found (disturbed) for reference to said corner bears North 88°05'15" West, 2.47 feet;

**THENCE** continuing with the westerly line of said Phase 1 the following four (4) courses and distances:

South 60°51'29" East, a distance of 36.39 feet to a point for corner of this tract;

South 24°51'51" West, a distance of 504.40 feet to a point at the beginning of a tangent curve to the left having a central angle of 26°39'59", a radius of 525.00 feet, a chord bearing and distance of South 12°01'52" West, 233.22 feet;

With said curve to the left, an arc distance of 235.18 feet to a point for corner of this tract;

South 0°44'35" East, a distance of 200.46 feet to a 1/2-inch iron rod found in the north line of a called 16.00 acre tract of land conveyed to Red Oak ISD, according to the document filed of record in Volume 1342, Page 685 (D.R.E.C.T.) for the southwest corner of the above mentioned Phase 1 and being common with the southeast corner of this tract;

**THENCE** South 89°15'14" West, with said north line, a distance of 141.59 feet to a 1/2-inch iron rod found in the east line of Hollywood Addition Phase 2, an addition to the City of Glenn Heights, according to the plat filed of record in Cabinet S, Slide 208 (P.R.E.C.T.) for the southwest corner of this tract;

**THENCE** North 1°05'53" West, with said east line, a distance of 875.44 feet to a point for the northeast corner of said Hollywood Addition, said corner being common with the southeast corner of a called 78.333-acre tract of land conveyed to Villages of Charleston Development, LLC according to the document filed of record in Instrument Number 1617974, Official Property Record, Ellis County, Texas for corner of this tract;

**THENCE** with the east line of said Villages of Charleston tract the following three (3) courses and distances:

North 1°28'01" West, a distance of 650.72 feet to a 1/2-inch iron rod with plastic cap stamped "CBG" for corner of this tract;

South 88°43'53" West, a distance of 277.49 feet to a 1/2-inch iron rod with plastic cap stamped "CBG" for corner of this tract;

North 1°19'22" West, a distance of 1,094.84 feet to the **POINT OF BEGINNING** and containing 32.032 acres or 1,395,320 square feet of land, more or less.

**INSTRUMENT OF DEDICATION RESTRICTIONS**

"No house, dwelling unit, or other structure shall be constructed on any lot in this addition by the owner or any other person until:

- Such time as the developer and/or owner has complied with all requirements of the Development Code of the City of Glenn Heights regarding improvements within the area so platted, including the actual installation of streets with the required base and paving, curb and gutter, drainage structures, storm sewers, alleys, and water and sewer utilities, all according to specifications of the City of Glenn Heights; or
- The developer files with the City Secretary either a corporate surety bond, escrow deposit, or irrevocable letter of credit in a sum equal to the cost of such improvements for the designated area, guaranteeing the installation of improvements thereon within the time period established by the City for completion of said improvements. The developer shall execute an agreement authorizing the City to make or complete said improvements in the event the developer fails or refuses to make or complete said improvements within the time so stated for completion thereof. The corporate surety bond, escrow or irrevocable letter of credit shall comply with the following:

- The sum equal to the cost of improvements shall include all construction costs, the cost for construction staking and engineering services related to construction including but not limited to periodic administration, and preparation of as-built plans. The cost estimate for construction and related administration shall be prepared by the developer's engineer based on currently prevailing private commercial rates and approved by the City Manager.
- An escrow deposit shall be in the form of a Cashier's Check payable to the "City of Glenn Heights Escrow Account for Addition." The City shall open an interest bearing escrow account bearing the subdivision name with the City's depository bank. All interest accrued by said account shall be deposited to the account. The City shall have the right to use the principal of the escrow deposit and all accrued interest to make or complete construction of subdivision improvements as provided by this Code. The developer may reduce the amount of escrow deposit equal to the cost, less ten percent (10%) thereof, of each major phase of improvements as such phases are completed and satisfactorily pass all applicable tests and inspections. The major phases are: (1) water and sewer utilities and (2) streets and drainage. The release of any portion of escrow deposit shall not include any accrued interest and shall not constitute final acceptance of the improvements by the City. Upon final completion and final acceptance of all improvements, the City shall release to the developer the remaining balance of escrow deposit for the subdivision along with interest accrued and paid on same.
- An irrevocable letter of credit shall be in a form and drawn from a bank satisfactory to the City and in an amount equal to the cost of improvements as defined heretofore. The amount of the irrevocable letter of credit may be reduced by the developer upon completion of each major phase of construction in the same manner applicable to an escrow deposit.
- These restrictions with respect to improvements are made to insure the installation of such improvements and to give notice to each owner and each prospective owner of lots in the subdivision that no house or other building can be constructed on any lot in the subdivision until said improvements are actually made or provided for on the entire block on the street and/or streets on which the property abuts as described herein."

5. Project is subject to Development Agreement filed January 17, 2018, recorded in Ellis County.

**OWNER'S DEDICATION**

STATE OF TEXAS §  
 COUNTY OF ELLIS §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That **D.R. HORTON - TEXAS, LTD.** ("Owner") does hereby adopt this plat designating the herein above property as **MAGNOLIA MEADOWS PHASE 4**, an addition to the City of Glenn Heights, Ellis County, Texas, in fee simple, forever the streets, alleys and all other rights-of-way shown thereon. The easements shown thereon are hereby dedicated and reserved for the purposes as indicated. The utility, access and firelane easements shall be open to the public and private utilities for each particular use. The maintenance of paving on the utility, access and firelane easements is the responsibility of the property owner. No buildings or other improvements or growths, except fences, vegetation, driveways, and sidewalks less than 6 feet in width shall be constructed or placed upon, over or across the easements as shown except as permitted by City Ordinances. No improvements which may obstruct the flow of water may be constructed or placed in drainage easements. Any public utility shall have the right to remove and keep removed all or parts of the encroachments allowed above which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on the easements, and all public utilities shall at all times have the full right of ingress and egress to or from and upon the said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance and service required or ordinarily performed by that utility.

This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Glenn Heights, Texas

This plat does not alter or remove existing deed restrictions or covenants, if any on this property.

WITNESS, my hand, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By: **D.R. HORTON - TEXAS, LTD. A TEXAS LIMITED PARTNERSHIP**

By: **D.R. HORTON, INC., A DELAWARE CORPORATION ITS AUTHORIZED AGENT**

By: \_\_\_\_\_  
 Benjamin Clark, Assistant Vice President

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned Authority, A Notary Public in and for said county and state, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration thereof expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

NOTARY PUBLIC in and for the STATE OF TEXAS

LINE TABLE		
LINE	LENGTH	BEARING
L1	45.00	S43°31'25.21"E

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	250.00'	392.70'	N44°19'50"E	353.55'	90°00'00"	250.00'
C2	250.00'	392.70'	N44°19'50"E	353.55'	90°00'00"	250.00'
C3	400.00'	298.89'	N22°04'34"W	291.99'	42°48'48"	156.81'

**SURVEYORS CERTIFICATION**

**KNOW ALL MEN BY THESE PRESENTS:**

I, SEAN PATTON, a Registered Professional Land Surveyor in the State of Texas, do hereby declare that I have prepared this plat from an actual on the ground survey of the land, and that the corner monuments shown thereon shall be properly placed under my personal supervision in accordance with Subdivision Regulations of the City of Glenn Heights, Texas.

Sean Patton  
 Registered Professional Land Surveyor #5660  
 Kimley-Horn and Associates, Inc.  
 400 N. Oklahoma Dr., Suite 105  
 Celina, Texas 75009  
 469-501-2200  
 sean.patton@kimley-horn.com



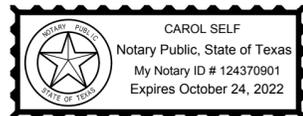
STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Sean Patton, known to me to be the person whose name is subscribed to the foregoing instruments, and acknowledged to me that he executed the same for the purpose and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_, 2020.

NOTARY PUBLIC in and for the STATE OF TEXAS



"I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF \_\_\_\_\_ TO THE CITY OF GLENN HEIGHTS WAS APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF GLENN HEIGHTS"

Chairman, \_\_\_\_\_ Date \_\_\_\_\_ Secretary \_\_\_\_\_ Date \_\_\_\_\_  
 Planning Commission

"I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF \_\_\_\_\_ TO THE CITY OF GLENN HEIGHTS WAS APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020, BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS"

Mayor \_\_\_\_\_ Date \_\_\_\_\_ Secretary \_\_\_\_\_ Date \_\_\_\_\_

**FINAL PLAT  
 MAGNOLIA MEADOWS - PHASE 4**

LOTS 10X,15X, 10-15, BLOCK W;  
 LOTS 1X,25X,40X, 1-40, BLOCK X;  
 LOTS 1-27, BLOCK Y;  
 LOTS 1-14, BLOCK Z;

87 RESIDENTIAL LOTS AND 5 HOA LOTS

**BEING  
 32.032 ACRES  
 SITUATED IN THE  
 M. McDERMOTT SURVEY, ABSTRACT NO. 743,  
 CITY OF GLENN HEIGHTS,  
 ELLIS COUNTY, TEXAS**

OWNER:  
 D.R. Horton - Texas, Ltd.  
 6751 North Freeway  
 Fort Worth, Texas 76131  
 817-230-0800  
 Contact: Zach C. Motley, P.E.

APPLICANT:  
 Kimley-Horn & Associates  
 6160 Warren Pkwy, Ste. 210  
 Frisco, Texas 75034  
 972-335-3580  
 Contact: Thomas Fletcher, P.E.

SURVEYOR:  
 Kimley-Horn & Associates  
 400 N. Oklahoma Dr, Suite 105  
 Celina, Texas 75009  
 469-501-2200  
 Contact: Sean Patton, R.P.L.S.

# Kimley»Horn

400 N. Oklahoma Dr. Ste. 105  
Celina, Texas 75009

Tel. No. (469) 501-2200  
FIRM # 10193822

<u>Scale</u>	<u>Drawn by</u>	<u>Checked by</u>	<u>Date</u>	<u>Project No.</u>	<u>Sheet No.</u>
N/A	SPA	KHA	04/14/2020	068517087	3 OF 3

**EXHIBIT B**  
**[Site Plan]**

This document, together with the concepts and designs presented herein, is an instrument of service, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

# EXHIBIT "B"

## CIVIL CONSTRUCTION PLANS PAVING, GRADING & UTILITIES

### FOR

# MAGNOLIA MEADOWS PHASE 4

## CITY OF GLENN HEIGHTS, ELLIS COUNTY, TEXAS

MAGNOLIA MEADOWS - PHASE 4



**PLAN SUBMITTAL/REVIEW LOG**

1ST SUBMITTAL TO CITY	05/07/2020
2ND SUBMITTAL TO CITY	08/11/2020
3RD SUBMITTAL TO CITY	08/27/2020

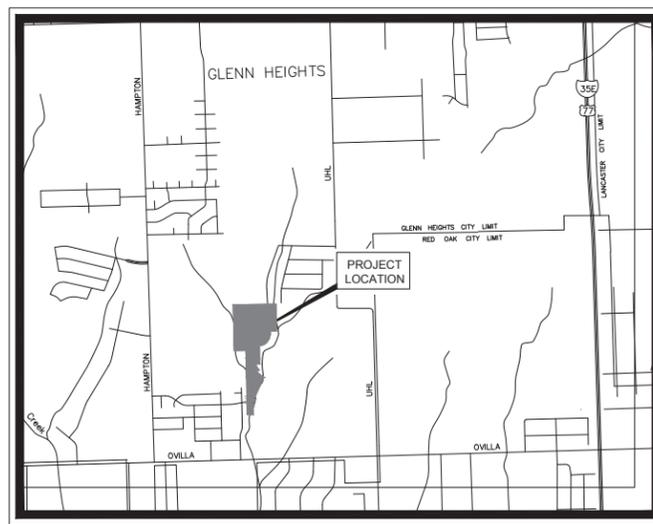
**ENGINEER**



6160 WARREN PARKWAY SUITE 210  
FRISCO, TEXAS 75034  
TEL: (972) 335-3580  
CONTACT: ROBERT J. MYERS, P.E.

**OWNER/DEVELOPER**

DR HORTON-TEXAS, LTD.  
6751 NORTH FREEWAY  
FORT WORTH, TEXAS 76131  
TEL: (817) 230-0800  
CONTACT: JUSTIN BOSWORTH, P.E.



**VICINITY MAP**  
SCALE: 1" = 2,000'

**SHEET INDEX**

SHEET NO.	DESCRIPTION
C-01	COVER SHEET
C-02	FINAL PLAT
C-03	FINAL PLAT
C-04	FINAL PLAT
C-05	GENERAL NOTES
C-06	GRADING PLAN
C-07	GRADING PLAN
C-08	GRADING PLAN
C-09	PAVING P&P - GOLDEN BELL DRIVE & DOE CREEK TRAIL
C-10	PAVING P&P - CLAYTON STREET
C-11	PAVING P&P - CLAYTON STREET & WILDSVILLE LANE
C-12	PAVING P&P - FERRIDAY DRIVE
C-13	PAVING P&P - DUNBARTON DRIVE
C-14	PAVING P&P - FOULES DRIVE
C-15	DRAINAGE AREA MAP
C-16	EXISTING DRAINAGE AREA MAP
C-17	FULLY DEVELOPED DRAINAGE AREA MAP
C-18	DRAINAGE CALCULATIONS
C-19	STORM DRAIN PLAN & PROFILE - LINE SD-A
C-20	STORM PLAN & PROFILE - LINE SD-B AND SD-C
C-21	STORM PLAN & PROFILE LINE SD-D AND SD-E
C-22	STORM PLAN & PROFILE - LINE SD-F
C-23	STORM PROFILES - LATERALS
C-24	WATER PLAN
C-25	SANITARY SEWER PLAN
C-26	SANITARY SEWER PROFILES - LINE SS-A
C-27	SANITARY SEWER PROFILES LINE SS-A AND SS-C
C-28	SANITARY SEWER PROFILES LINE SS-B AND SS-D
C-29	STREET LIGHT & SIGN PLAN
C-30	SIDEWALK PLAN
C-31	EROSION CONTROL PLAN
C-32	EROSION CONTROL DETAILS
C-33	CONSTRUCTION DETAILS
C-34	CONSTRUCTION DETAILS
C-35	CONSTRUCTION DETAILS
C-36	CONSTRUCTION DETAILS
C-37	CONSTRUCTION DETAILS
C-38	CONSTRUCTION DETAILS



Know what's below.  
Call before you dig.

# AUGUST 2020

KHA PROJECT NO. 068517087

CIVIL CONSTRUCTION PLANS

Plotted By: Troeger, Derek Date: September 17, 2020 09:16:51am File Path: K:\YRI\Civil\068517087-Magnolia Farms - Glenn Heights\CAD\Phase 5\PlanSheets\C-Erosion Control Plan.dwg  
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adoption by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



### VEGETATIVE STABILIZATION REQUIREMENTS

<b>TEMPORARY SEEDING</b>		<b>SURFACE PREPARATION FOR TEMPORARY SEEDING</b>	
ALL DISTURBED AREAS WHICH WILL BE LEFT DORMANT FOR GREATER THAN 14 DAYS SHALL BE SEED WITH FAST-GERMINATING TEMPORARY VEGETATION IMMEDIATELY FOLLOWING GRADING OPERATIONS. SELECTION OF THE SEED WILL DEPEND ON THE TIME OF YEAR IT IS APPLIED (SEE DESCRIPTIONS IN TABLE 2). REFERENCE LANDSCAPE PLAN FOR PERMANENT STABILIZATION REQUIREMENTS. ALL TEMPORARY SEEDING MATERIALS SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO APPLICATION.		1. INSTALL EROSION STRUCTURES SUCH AS DIKES, DIVERSIONS, ETC. PRIOR TO SEEDING. 2. FURROW SLOPES STEEPER THAN 3:1 ON THE CONTOUR LINE BEFORE SEEDING. 3. ENSURE SEED BED IS PULVERIZED, LOOSE, AND UNIFORM.	
<b>TABLE 2 VEGETATION TABLE*</b>		<b>APPLICATION</b>	
TEMPORARY SEEDING SPECIES	PLANTING RATE	PLANTING-DATES	1. WHEN HYDROMULCHING IS USED, DO NOT MIX SEED AND FERTILIZER MORE THAN 30 MINUTES PRIOR TO APPLICATION. 2. APPLY SEED EVENLY USING PROPER EQUIPMENT AND WATER TO AID VEGETATION GROWTH. 3. EROSION CONTROL NETTING SHALL BE INSTALLED OVER FILL SLOPES WHICH HAVE BEEN BROUGHT TO FINAL GRADE AND HAVE BEEN SEED TO PROTECT AGAINST EROSION. MULCH (STRAW OR FIBER) SHALL BE USED ON RELATIVELY FLAT SLOPES.
CRIMSON CLOVER	7#/ACRE	8/15 - 11/30	
MILLET, FOXTAIL	30#/ACRE	5/1 - 8/31	
RYEGRASS, ANNUAL	30#/ACRE	8/15 - 9/30	
SPRANGLETOP, GREEN	2.5#/ACRE	2/1 - 5/1	
TALL FESCUE	7#-10#/1000 SF	9/1 - 10/15	

\*USE ONLY USDA CERTIFIED SEED.

### EROSION CONTROL SCHEDULE AND PHASING

- THE PROJECT SHALL GENERALLY CONFORM TO THE FOLLOWING:
- PHASE A - GRADING**
1. CONSTRUCT TEMPORARY CONSTRUCTION ENTRANCE, SILT FENCE, DIKE, AND TREE PROTECTION FENCE ACCORDING TO THE APPROXIMATE LOCATION AND SHOWN ON GRADING AND EROSION CONTROL PLAN NOTES AND DETAIL SHEET.
  2. BEGIN CLEARING AND GRADING OF SITE.
  3. SEED AND REVEGETATE SLOPES WHERE SHOWN.
- PHASE B - UTILITIES**
1. KEEP ALL STORM WATER POLLUTION PREVENTION MEASURES IN PLACE.
  2. INSTALL STORM DRAINS, SANITARY SEWER, AND WATER AS SPECIFIED ON PLAN SHEETS.
- PHASE C - PAVING**
1. KEEP ALL STORM WATER POLLUTION PREVENTION MEASURES IN PLACE. REMOVE AS NEEDED TO PAVE.
  2. STABILIZE SUBGRADE.
  3. PAVE STREETS AND SIDEWALKS AS SPECIFIED ON PLAN SHEETS.
  4. RE-INSTALL ANY STORM WATER POLLUTION PREVENTION MEASURES REMOVED FOR PAVING OPERATIONS.
- PHASE D - LANDSCAPING AND SOIL STABILIZATION**
1. REVEGETATE LOT AND PARKWAYS.
  2. LANDSCAPE CONTRACTOR SHALL REVEGETATE ALL AREAS RESERVED FOR LANDSCAPE VEGETATIVE COVER.
  3. REMOVE EROSION CONTROL DEVICES WHEN MINIMUM 70% GROUND COVER IS ESTABLISHED. VEGETATION MUST BE ESTABLISHED BEFORE STRUCTURAL CONTROLS REMOVED.

### BMP MAINTENANCE SCHEDULE

- TEMPORARY STONE CONSTRUCTION ENTRANCE/EXIT:**
- INSPECTIONS SHALL BE MADE WEEKLY AND AFTER RAIN STORM EVENTS TO ENSURE THAT THE FACILITY IS FUNCTIONING PROPERLY. AGGREGATE PAD SHALL BE WASHED DOWN OR REPLACED WHEN SEDIMENT OR MUD HAS CLOGGED THE VOID SPACES BETWEEN THE STONES OR MUD IS BEING TRACKED ONTO THE PUBLIC ROADWAY. RUNOFF FROM WASHDOWN OPERATION SHALL BE FILTERED THROUGH ANOTHER BMP PRIOR TO DRAINING OFF-SITE.
- SILT FENCE:**
- INSPECTIONS SHALL BE MADE WEEKLY AND AFTER RAIN STORM EVENTS TO ENSURE THAT THE DEPTH OF SEDIMENT HAS BUILT UP TO ONE-THIRD THE HEIGHT OF THE FENCE ABOVE GRADE. FENCE SHALL BE INSPECTED FOR GAPS AT BASE, INSPECT SUPPORTING POSTS AND FILTER FABRIC. REPLACE IF REQUIRED.
- STONE OVERFLOW STRUCTURE:**
- INSPECTIONS SHALL BE MADE WEEKLY AND AFTER RAIN STORM EVENTS TO ENSURE THAT THE FACILITY IS FUNCTIONING PROPERLY. SEDIMENT SHALL BE REMOVED FROM THE STORAGE AREA WHEN SEDIMENT DEPTH HAS BUILT UP TO ONE-HALF THE HEIGHT OF THE STONE OUTLET. REPAIR DISLODGED OR MISSING STONE RIP-RAP AND REPAIR ANY DOWNSTREAM EROSION.
- ROCK CHECK DAM:**
- INSPECTIONS SHALL BE MADE WEEKLY AND AFTER ALL RAIN EVENTS TO ENSURE THAT THE DEVICE IS FUNCTIONING PROPERLY. REMOVE SEDIMENT FROM THE STORAGE AREA UPSTREAM OF THE DAM WHEN THE DEPTH OF SEDIMENT HAS BUILT UP TO ONE-HALF OF THE DAM HEIGHT. REPAIR DAMAGE TO THE CHANNEL IN THE VICINITY OF THE CHECK DAMS IMMEDIATELY TO PREVENT ADDITIONAL DAMAGE. REPLACE MISSING OR DISLODGED ROCK AS NEEDED TO MAINTAIN THE DESIGN HEIGHT AND CROSS SECTION OF THE CHECK DAM.
- CURB INLET/GRATE INLET/WYE INLET:**
- INSPECTIONS SHALL BE MADE WEEKLY AND AFTER ALL RAIN EVENTS TO ENSURE THAT THE DEVICE IS FUNCTIONING PROPERLY. REMOVE SEDIMENT FROM THE STORAGE AREA SURROUNDING THE INLET/GRATE WHEN THE DEPTH OF SEDIMENT HAS BUILT UP TO ONE-HALF OF THE PROTECTION HEIGHT. DEVICE SHALL BE INSPECTED FOR GAPS AT BASE, AND SHALL BE REPLACED AS NEEDED.

### EROSION CONTROL LEGEND

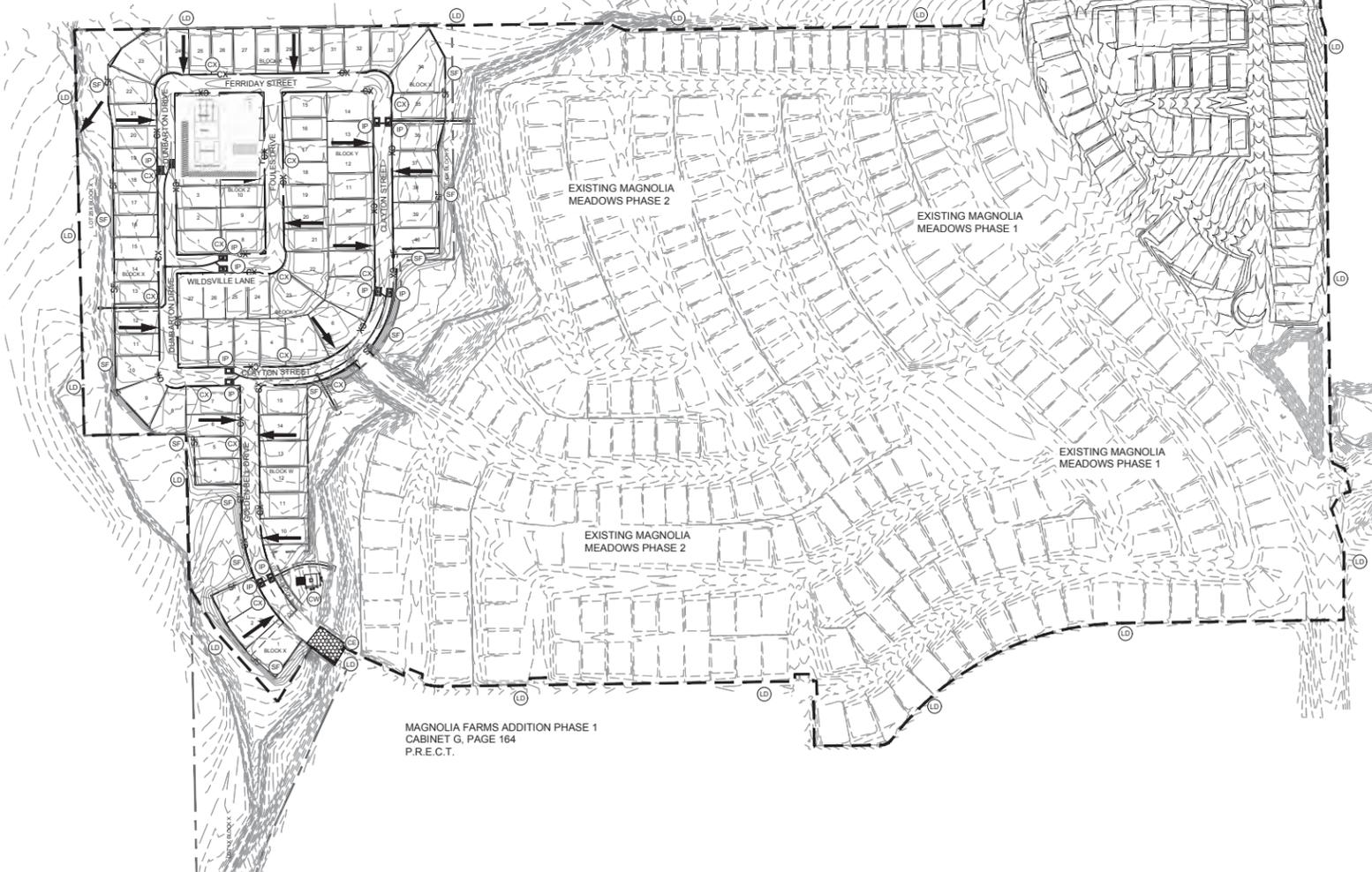
	6.32	PROPOSED CONTOUR
	6.32	EXISTING CONTOUR
		HIGH POINT
		SWALE
	CX	CURLEX
	SF	SILT FENCE
	LD	LIMITS OF DISTURBANCE
	CE	CONSTRUCTION ENTRANCE/EXIT
	IP	
	CD	
	TP	

### STANDARD EROSION CONTROL GENERAL NOTES

1. EROSION CONTROL DEVICES SHOWN ON THIS PLAN SHALL BE INSTALLED PRIOR TO THE START OF LAND DISTURBING ACTIVITIES ON THE PROJECT.
2. ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS FOR THIS PROJECT. CHANGES ARE TO BE APPROVED BEFORE CONSTRUCTION BY THE DESIGN ENGINEER AND THE CITY ENGINEERING DIVISION.
3. IF THE EROSION CONTROL PLAN AS APPROVED CANNOT CONTROL EROSION AND OFF-SITE SEDIMENTATION FROM THE PROJECT, THE EROSION CONTROL PLAN WILL BE REQUIRED TO BE REVISED AND/OR ADDITIONAL EROSION CONTROL DEVICES WILL BE REQUIRED ON SITE.
4. INSPECTIONS SHALL BE MADE WEEKLY AND AFTER RAIN STORM EVENTS TO INSURE THAT THE DEVICES ARE FUNCTIONING PROPERLY. WHEN SEDIMENT OR MUD HAS CLOGGED THE VOID SPACES BETWEEN STONES OR MUD IS BEING TRACKED ONTO A PUBLIC ROADWAY THE AGGREGATE PAD MUST BE WASHED DOWN OR REPLACED. RUNOFF FROM THE WASHDOWN OPERATION SHALL NOT BE ALLOWED TO DRAIN DIRECTLY OFF SITE WITHOUT FIRST FLOWING THROUGH ANOTHER BMP TO CONTROL OFF SITE SEDIMENTATION. PERIODIC RE-GRADING OR THE ADDITION OF NEW STONE MAY BE REQUIRED TO MAINTAIN THE EFFICIENCY OF THE INSTALLATION.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTAL OF N.O.I., N.O.T. AND ANY ADDITIONAL INFORMATION REQUIRED BY THE TCEQ CONTRACTOR SHALL COMPLY WITH ALL TCEQ STORMWATER POLLUTION PREVENTION REQUIREMENTS. COPIES TO BE PROVIDED TO THE CITY OF GLENN HEIGHTS.

### SITE MAP GENERAL NOTES

1. CONTRACTOR IS SOLELY RESPONSIBLE FOR SELECTION, IMPLEMENTATION, MAINTENANCE, AND EFFECTIVENESS OF ALL SWPPP CONTROLS - CONTROLS SHOWN ON THIS SITE MAP ARE SUGGESTED CONTROLS ONLY.
2. CONTRACTOR SHALL RECORD INSTALLATION, MAINTENANCE OR MODIFICATION, AND REMOVAL DATES FOR EACH BMP EMPLOYED (WHETHER CALLED OUT ON ORIGINAL SWPPP OR NOT) DIRECTLY ON THE SITE MAP.
3. DRAINAGE PATTERNS ARE SHOWN ON THIS PLAN BY PROPOSED AND EXISTING CONTOURS, FLOW ARROWS AND/OR SLOPES.
4. TEMPORARY AND PERMANENT STABILIZATION PRACTICES AND BMP'S SHALL BE INSTALLED AT THE EARLIEST POSSIBLE TIME DURING THE CONSTRUCTION SEQUENCE. AS AN EXAMPLE, PERIMETER SILT FENCE SHALL BE INSTALLED BEFORE COMMENCEMENT OF ANY GRADING ACTIVITIES. OTHER BMP'S SHALL BE INSTALLED AS SOON AS PRACTICABLE AND SHALL BE MAINTAINED UNTIL FINAL SITE STABILIZATION IS ATTAINED. CONTRACTOR SHALL ALSO REFERENCE CIVIL AND LANDSCAPE PLANS SINCE PERMANENT STABILIZATION IS PROVIDED BY LANDSCAPING, THE BUILDING(S), AND SITE PAVING.
5. BMP'S HAVE BEEN LOCATED AS INDICATED ON THIS PLAN IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES IN ORDER TO MINIMIZE SEDIMENT TRANSFER. FOR EXAMPLE: SILT FENCES LOCATED AT TOE OF SLOPE AND INLET PROTECTION FOR INLETS RECEIVING SEDIMENT FROM SITE RUN-OFF.
6. SANITARY SEWER EFFLUENT IS DISPOSED OF VIA AN ONSITE SEWER SYSTEM CONNECTED TO A MUNICIPAL SEWER SYSTEM.



MAGNOLIA FARMS ADDITION PHASE 1  
 CABINET G, PAGE 164  
 P.R.E.C.T.

		© 2020 KIMLEY-HORN AND ASSOCIATES, INC. 6160 WARREN PARKWAY, SUITE 210, FRISCO, TX 75034 PHONE: 972-335-3580 FAX: 972-335-3779 WWW.KIMLEY-HORN.COM TEXAS REGISTERED ENGINEERING FIRM F-928	
		No.	DATE
KHA PROJECT 068517087		DATE	AUGUST 2020
		SCALE	AS SHOWN
EROSION CONTROL PLAN		DESIGNED BY:	BTL
		DRAWN BY:	DKT
MAGNOLIA MEADOWS PHASE 4 CITY OF GLENN HEIGHTS, ELLIS COUNTY, TEXAS		CHECKED BY:	TLF
		SHEET NUMBER	C-31



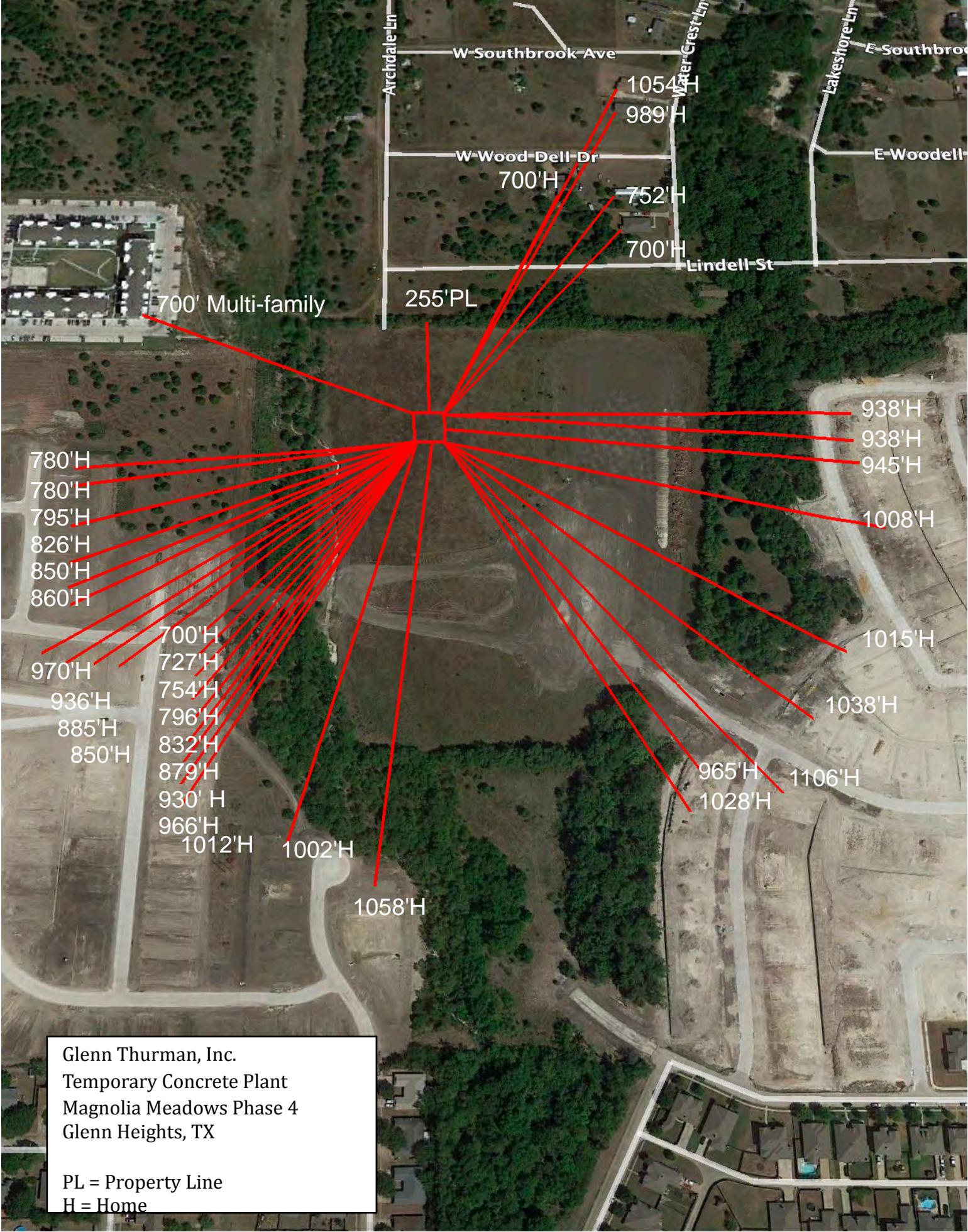
Glenn Thurman, INC  
Magnolia Meadows  
Truck Route

- US 77
- West on Ovilla
- North on Uhl RD
- West on Doe Creek

W Wood Dell Dr



Glenn Thurman, INC  
Proposed truck routing for  
export of concrete from Mangnolia  
Meadows Phase 4 to Villages of  
Charleston Phase 3.  
Glenn Heights, TX



700' Multi-family

255' PL

W Southbrook Ave

W Wood-Dell Dr

Lindell St

1054'H

989'H

752'H

700'H

E Southbrook

E Woodell

Lakeshore Ln

780'H  
780'H  
795'H  
826'H  
850'H  
860'H

970'H  
936'H  
885'H  
850'H

700'H  
727'H  
754'H  
796'H  
832'H  
879'H  
930' H  
966'H  
1012'H

1002'H

1058'H

938'H  
938'H  
945'H

1008'H

1015'H

1038'H

965'H  
1028'H

1106'H

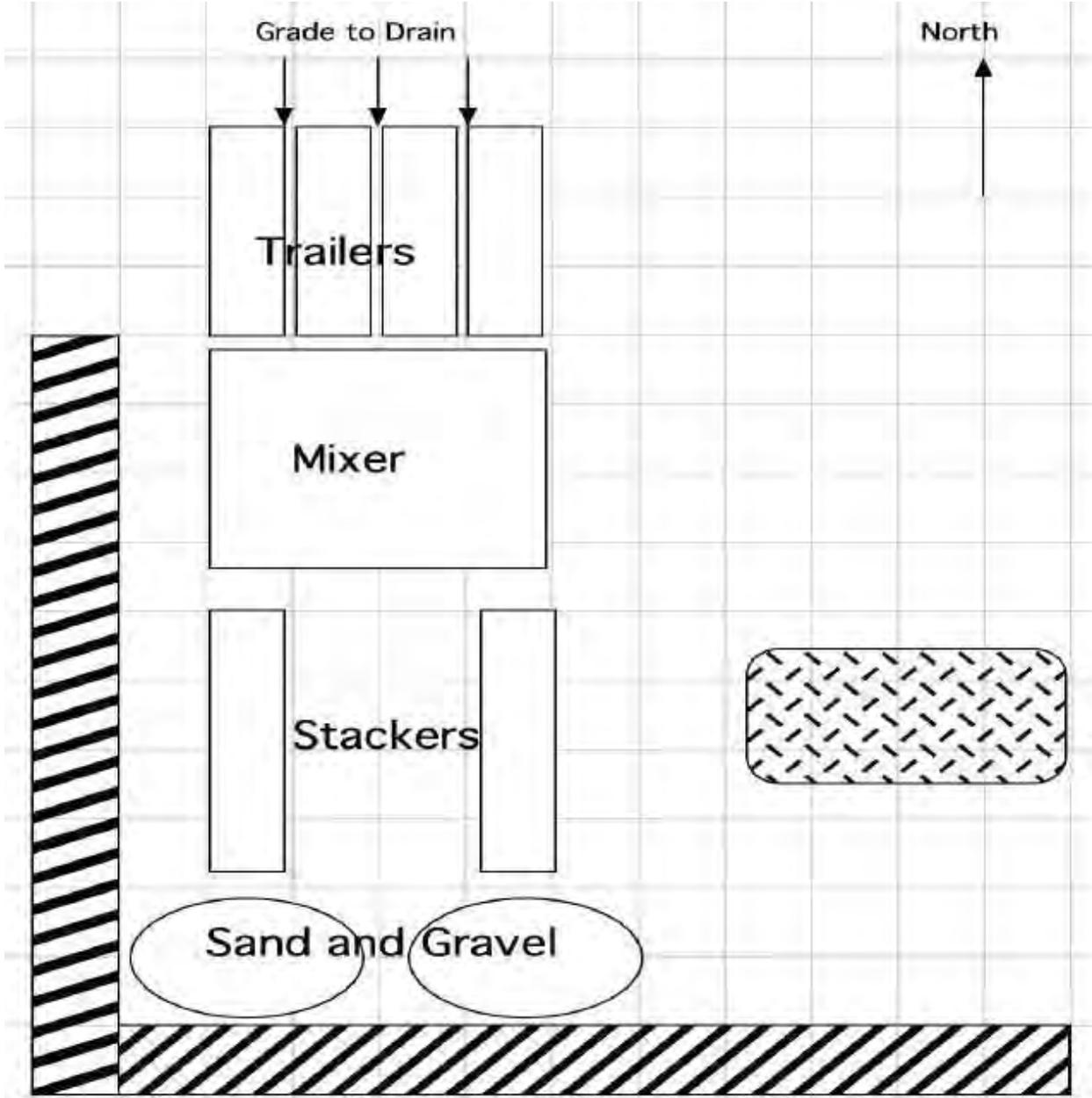
Glenn Thurman, Inc.  
Temporary Concrete Plant  
Magnolia Meadows Phase 4  
Glenn Heights, TX

PL = Property Line  
H = Home

**EXHIBIT C**  
**[Process Flow Diagram]**

**EXHIBIT "C"**

**PROCESS FLOW DIAGRAM**









# CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

**Date: March 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 February 26, 2021. Notice was also published in a local newspaper by February 28, 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

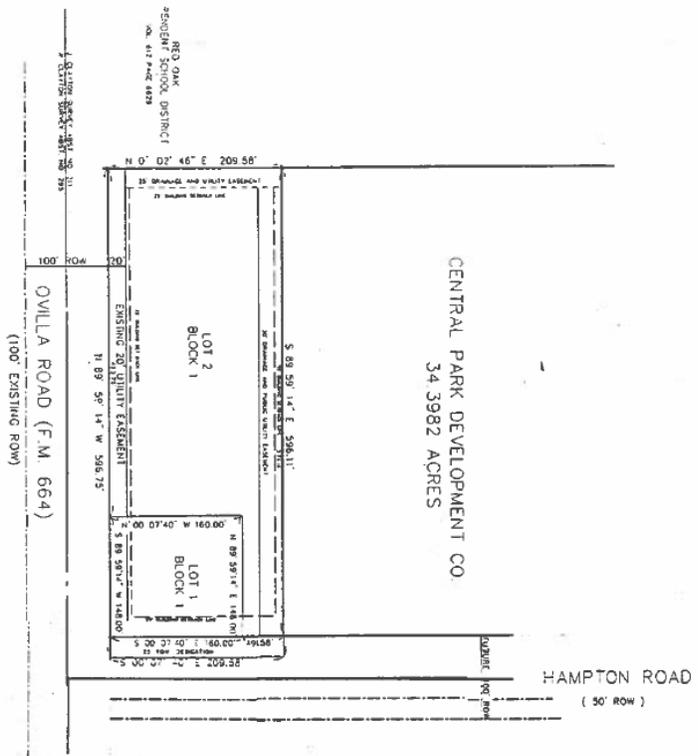
APPROVED AS TO FORM:

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Victoria Thomas, City Attorney  
(020921vwtTM120586)

# EXHIBIT A [Survey and Boundary Description]

JP+L



DEVELOPER  
CENTRAL PARK DEVELOPMENT COMPANY  
3430 BULLIS PARKWAY, SUITE 200  
DALLAS, TEXAS 75218  
CONTACT: RAND SIMMONS  
214 393 4444

GLINN HEIGHTS PLAZA ADDITION  
FINAL PLAN

1" = 50'  
N

*[Faint, mostly illegible text, likely a legal description or survey notes]*

PREPARED BY  
JULIA H. [illegible]









# CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

**Date: March 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 February 26, 2021. Notice was also published in a local newspaper by February 28, 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**

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**PART 1. PURPOSE AND INTENT**

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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





GENERAL FUND  
FOR THE MONTH ENDED FEBRUARY 28, 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	\$ -	\$ 7,649,360	80.6%

	<u>Original Budget</u>	<u>AMENDED</u>	<u>YTD Actual</u>	<u>Budget %</u>
<b>Property Tax :</b>	\$ 5,639,664	\$ -	\$ 5,656,570	100.3%
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	\$ -	\$ 387,046	55.3%

	<u>Original Budget</u>	<u>AMENDED</u>	<u>YTD Actual</u>	<u>Budget %</u>
<b>Franchise Fees:</b>	\$ 495,554	\$ -	\$ 194,797	39.3%
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		11,082	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		25,000	41.7%
<b>TOTAL:</b>		\$ 495,554	\$ -	\$ 194,797	39.3%

	<u>Original Budget</u>	<u>AMENDED</u>	<u>YTD Actual</u>	<u>Budget %</u>
<b>Permits &amp; Fees:</b>	\$ 1,149,121	\$ -	\$ 763,279	66.4%
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		198,877	39.8%
Miscellaneous Permits	70,000		30,797	44.0%
Backflow and Irrigation Permits	39,130		19,660	50.2%
Infrastructure Inspection Fee	100,000		304,258	304.3%
Zoning Fee	8,000		5,035	62.9%
Plan Review	281,876		126,128	44.7%
Inspection Fee - Alcohol	-		-	0.0%
Filing Fee	-		-	0.0%
Plats	3,000		4,925	164.2%
Trade Permits	94,815		42,781	45.1%
License Registration	13,000		6,697	51.5%



**GENERAL FUND**  
**REVENUES AND EXPENDITURES - BUDGET AND ACTUAL**  
**FY 2020-21 WITH PRIOR YEAR COMPARISON**  
**FOR THE MONTH ENDED FEBRUARY 28, 2021**

41.7%

	CURRENT FISCAL YEAR							PRIOR FISCAL YEAR				
	BUDGET		ACTUAL			PROJECTED		BUDGET		FY ACTUAL		
	FY 2020-21		M-T-D	Y-T-D	Y-T-D	FY 2020-21		FY 2019-20		FY 2019-20		
	Adopted Budget	Amended Budget	Feb-21	Feb-21	% Budget	Feb-21	% Budget	Original Budget	Amended Budget	M-T-D February -20	Y-T-D February -20	Y-T-D % Budget
<b>Revenues:</b>												
Property Tax	\$ 5,639,664		\$ 528,955	\$ 5,656,570	100.3%	\$ 2,349,860	41.7%	\$ 5,119,863	\$ 5,076,499	413,167	4,942,243	96.5%
Sales Tax	700,000		98,780	387,046	55.3%	\$ 291,667	41.7%	611,000	798,911	72,723	196,183	32.1%
Franchise Fees	495,554		5,006	194,797	39.3%	\$ 206,481	41.7%	654,340	630,376	44,381	292,540	44.7%
Permits & Fees	1,149,121		162,296	763,279	66.4%	\$ 478,800	41.7%	988,100	2,403,108	185,990	1,062,871	107.6%
Charges for Service	1,149,020		151,613	561,432	48.9%	\$ 478,758	41.7%	1,136,801	1,198,667	110,910	492,228	43.3%
Recreation	-		-	-	0.0%	\$ -	0.0%	1,500	355	-	380	25.3%
Grants & Contributions	48,174		-	450	0.9%	\$ 20,073	41.7%	54,598	3,131	301	24,251	44.4%
Court Fines	250,700		11,554	67,958	27.1%	\$ 104,458	41.7%	321,500	169,435	17,706	68,488	21.3%
Interest	39,256		21	159	0.4%	\$ 16,357	41.7%	33,008	147,099	15,615	72,773	220.5%
Miscellaneous	-		129	8,919	0.0%	\$ -	0.0%	163,931	35,362	142	1,561	1.0%
Transfer from other Funds	-		-	-	0.0%	\$ -	0.0%	-	-	-	-	0.0%
Transfer from Fund Reserves	-		-	-	0.0%	\$ -	0.0%	-	-	-	-	0.0%
G&A Reimbursement from Utility MGMT	15,000		1,250	6,250	41.7%	\$ 6,250	41.7%	64,043	64,043	5,337	26,685	41.7%
Charge for Service (City Wide)	6,000		500	2,500	41.7%	\$ 2,500	41.7%	32,006	32,006	2,667	\$ 13,336	41.7%
Transfer from Tornado Fund	-		-	-	0.0%	\$ -	0.0%	-	-	-	-	0.0%
<b>Total Revenues</b>	<b>\$ 9,492,489</b>	<b>\$ -</b>	<b>\$ 960,104</b>	<b>\$ 7,649,360</b>	<b>80.6%</b>	<b>\$ 3,955,204</b>	<b>41.7%</b>	<b>\$ 9,180,690</b>	<b>\$ 10,558,992</b>	<b>\$ 868,939</b>	<b>\$ 7,193,539</b>	<b>78.4%</b>
<b>Expenditures:</b>												
City Council	\$ 206,700		\$ 12,704	\$ 75,078	36.3%	\$ 86,125	41.7%	\$ 307,400	\$ 108,016	\$ 7,151	\$ 51,276	47.5%
Administration	150,281		7,503	32,948	21.9%	\$ 62,617	41.7%	121,510	80,860	3,409	39,979	49.4%
IT	527,987		31,272	192,060	36.4%	\$ 219,995	41.7%	555,651	420,493	21,246	195,154	46.4%
City Manager	407,883		32,672	137,887	33.8%	\$ 169,951	41.7%	387,727	364,424	28,065	143,394	39.3%
City Secretary	191,309		31,194	93,308	48.8%	\$ 79,712	41.7%	158,739	174,317	9,105	79,034	45.3%
Human Resources	172,894		8,886	55,828	32.3%	\$ 72,039	41.7%	214,247	191,087	14,773	77,549	40.6%
Finance	298,895		18,612	87,625	29.3%	\$ 124,540	41.7%	312,614	211,876	17,263	87,833	41.5%
Municipal Court	122,903		12,405	48,500	39.5%	\$ 51,210	41.7%	131,211	130,602	15,179	52,749	40.4%
Fire	1,772,925		110,875	675,820	38.1%	\$ 738,719	41.7%	1,696,864	1,548,245	103,321	678,143	43.8%
Police	2,359,927		135,437	743,674	31.5%	\$ 983,303	41.7%	2,291,611	2,042,450	154,787	828,300	40.6%
Streets	1,328,766		108,345	497,598	37.4%	\$ 553,653	41.7%	1,279,480	1,099,883	26,984	406,861	37.0%
Economic Development	115,783		7,903	43,813	37.8%	\$ 48,243	41.7%	135,259	86,848	7,124	35,032	40.3%
Planning	373,664		13,126	119,783	32.1%	\$ 155,693	41.7%	451,965	307,877	27,570	120,046	39.0%
Parks	330,479		321	57,426	17.4%	\$ 137,700	41.7%	37,000	8,462	194	3,871	45.7%
Community Engagement	246,354		12,681	64,532	26.2%	\$ 102,648	41.7%	401,005	147,104	14,263	70,962	48.2%
Senior Center	28,855		114	780	2.7%	\$ 12,023	41.7%	-	1,152	-	-	-
<b>Total Expenditures</b>	<b>\$ 8,635,605</b>	<b>\$ -</b>	<b>\$ 544,050</b>	<b>\$ 2,926,660</b>	<b>33.9%</b>	<b>\$ 3,598,169</b>	<b>41.7%</b>	<b>\$ 8,482,283</b>	<b>\$ 6,923,696</b>	<b>\$ 450,433</b>	<b>\$ 2,870,183</b>	<b>33.8%</b>
<b>Total Revenues Over (Under) Exp</b>	<b>\$ 856,885</b>	<b>\$ -</b>	<b>\$ 416,054</b>	<b>\$ 4,722,700</b>		<b>\$ 357,035</b>		<b>\$ 698,408</b>	<b>\$ 3,635,296</b>	<b>\$ 418,507</b>	<b>\$ 4,323,357</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	550,000	-	-	-	0.0%	-		-	-	-	-	
Transfer to Fund 410 Capital Project	-	-	-	-		-		-	(453,400)	-	-	0.0%



WATER AND SEWER FUND  
FOR THE MONTH ENDED FEBRUARY 28, 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	\$ -	\$ 2,233,310	35.6%
Water and Sewer sales				

	<b>Budget</b>	<b>AMENDED</b>	<b>Actual</b>	<b>Budget %</b>
<b>Water Sales</b>	\$ 2,850,000	\$ -	\$ 992,212	34.8%

	<b>Budget</b>	<b>AMENDED</b>	<b>Actual</b>	<b>Budget %</b>
<b>Miscellaneous Income</b>	\$ 4,000	\$ -	\$ 770	19.3%

**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	\$ -	\$ 2,058,673	37.7%

	<b>Budget</b>	<b>AMENDED</b>	<b>Actual</b>	<b>Budget %</b>
<b>Meter Services:</b>	\$ 226,384	\$ -	\$ 64,237	28.4%

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 FEBRUARY 28, 2021**

41.7%

	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	Feb-21	Feb-21	% Budget	Jan-21	% Budget
<b>Revenues:</b>							
Water Sales	\$ 2,850,000		\$ 181,997	\$ 992,212	34.8%	\$ 1,187,500	41.7%
Sewer Sales	3,250,000		251,629	1,192,654	36.7%	\$ 1,354,167	41.7%
Late Charges	50,000		-	-	0.0%	\$ 20,833	41.7%
Reconnection Fees	30,000		-	-	0.0%	\$ 12,500	41.7%
Water Meters	5,000		-	555	11.1%	\$ 2,083	41.7%
Tap Fees	7,000		-	1,375	19.6%	\$ 2,917	41.7%
Convenience Fee	73,000		8,684	44,594	61.1%	\$ 30,417	41.7%
Interest Earnings	4,000		192	1,150	28.8%	\$ 1,667	41.7%
Miscellaneous	4,000		105	770	19.3%	\$ 1,667	41.7%
Transfer From Tornado Fund	-				0.0%	-	0.0%
<b>Total Revenues</b>	<b>\$ 6,273,000</b>	<b>\$ -</b>	<b>\$ 442,607</b>	<b>\$ 2,233,310</b>	<b>35.6%</b>	<b>\$ 2,613,750</b>	<b>41.7%</b>
<b>Expenditures:</b>							
Utility Administration	\$ 273,069		\$ 20,729	\$ 103,037	37.7%	\$ 113,779	41.7%
Meter Services	226,384		13,773	64,237	28.4%	\$ 94,327	41.7%
Water Operations	1,829,828		28,918	580,470	31.7%	\$ 762,428	41.7%
Wastewater Operations	3,116,965		13,560	1,302,179	41.8%	\$ 1,298,735	41.7%
Capital Project Hwy 664 Relocation	-		-	-	0.0%	\$ -	0.0%
G&A Reimbursement from Utility Fund MGN	15,000		1,250	6,250	41.7%	\$ 6,250	41.7%
General Fund - Reimbursement for City V	6,000		500	2,500	41.7%	\$ 2,500	41.7%
<b>Total Expenditures</b>	<b>\$ 5,467,246</b>	<b>\$ -</b>	<b>\$ 78,730</b>	<b>\$ 2,058,673</b>	<b>37.7%</b>	<b>\$ 2,278,019</b>	<b>41.7%</b>
<b>Total Revenues Over (Under) Exp</b>	<b>\$ 805,754</b>	<b>\$ -</b>	<b>\$ 363,877</b>	<b>\$ 174,637</b>		<b>\$ 335,731</b>	
<b>Other Funding Sources (Uses):</b>							
Debt service - bond payments						-	
SIB Loan							
Non-cash transactions:							
Capital lease proceeds	-		-	-		-	

	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	Feb-21	Feb-21	% Budget	Jan-21	% Budget
Capital expenditures	-		-			-	
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 MGN	-						
General Fund - Reimbursement for City V	-		-	-			
General Fund - Reimbursement for Taxe	-		-	-		-	
General Fund - Debt Repayment	-		-	-			
Transfer to GF - Operating Transfer (Tech)			-			-	
Capital Projects Fund - City Commitment	-	-	-	-		-	
<b>Net Change in Fund Balance</b>	<b>\$ 805,754</b>	<b>\$ -</b>		<b>\$ 174,637</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>\$ 2,416,799</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>\$ 2,416,799</b>		<b>\$ -</b>	
<b>AVERAGE DAILY EXPENDITURES</b>	<b>14,979</b>	<b>-</b>		<b>13,724</b>			
<b>Number of Days In Reserve</b>	<b>203</b>			<b>176</b>			

2/28/2021

10/1/2020

150

DRAINAGE FUND  
FOR THE MONTH ENDED FEBRUARY 28, 2021

Summary  
Revenues & Expenditures - Budget & Actual

**SUMMARY OF MUNICIPAL DRAINAGE FUND**

	<u>Budget</u>	<u>AMENDED</u>	<u>Actual</u>	<u>Budget %</u>
<b><u>TOTAL REVENUES:</u></b>	<b>\$ 330,000</b>	<b>\$ -</b>	<b>\$ 131,148</b>	<b>39.7%</b>

	<u>Budget</u>	<u>AMENDED</u>	<u>Actual</u>	<u>Budget %</u>
<b><u>TOTAL EXPENDITURES:</u></b>	<b>\$ 266,258</b>	<b>\$ -</b>	<b>\$ 83,863</b>	<b>31.5%</b>

**SUMMARY OF YEAR-END PROJECTIONS**

**DRAINAGE FUND**  
**REVENUES AND EXPENDITURES - BUDGET AND ACTUAL**  
**FY 2020-21 WITH PRIOR YEAR COMPARISON**  
**FOR THE MONTH ENDED FEBRUARY 28, 2021**

41.7%

	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	Feb-21	Feb-21	% Budget	Jan-21	% Budget
<b>Revenues:</b>							
Drainage Fees - Residential	\$ 300,000		\$ 27,466	\$ 119,605	39.9%	\$ 125,000 41.7%	
Drainage Fees - Commercial	30,000		2,615	11,542	38.5%	\$ 12,500 41.7%	
Interest	-		0	1	0.0%	- 0.0%	
<b>Total Revenues</b>	<b>\$ 330,000</b>	<b>\$ -</b>	<b>\$ 30,081</b>	<b>\$ 131,148</b>	<b>39.7%</b>	<b>\$ 137,500 41.7%</b>	
<b>Expenditures:</b>							
Storm Water Operations	266,258		\$ 13,900	\$ 83,863	31.5%	\$ 110,941 41.7%	
Operating Transfer to General Fund	-	\$ -	\$ -	\$ -	#DIV/0!	\$ - #DIV/0!	
<b>Total Expenditures</b>	<b>\$ 266,258</b>	<b>\$ -</b>	<b>\$ 13,900</b>	<b>\$ 83,863</b>	<b>31.5%</b>	<b>\$ 110,941 41.7%</b>	
<b>Total Revenues Over (Under) Exp</b>	<b>\$ 63,742</b>	<b>\$ -</b>	<b>\$ 16,181</b>	<b>\$ 47,285</b>		<b>\$ 26,559</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)	(6,573)	41.7%	-	

	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	Feb-21	Feb-21	% Budget	Jan-21	% Budget
Capital Projects Fund - City Commitment	-	-	-	-		-	
<b>Net Change in Fund Balance</b>	\$ 47,967	\$ -		\$ 40,712			
Total Unrestricted Fund Balance - BOY	265,645			265,645			
<b>Total Fund Balance - EOY</b>	\$ 313,612	\$ -		\$ 306,356		\$ -	
Less: Commitments for Specific Use	-	-		-		-	
<b>Ending Fund Balance - Unrestricted</b>	\$ 313,612	\$ -		\$ 306,356		\$ -	
<b>AVERAGE DAILY EXPENDITURES</b>	\$ 729	\$ -		\$ 559			
<b>Number of Days In Reserve</b>	430			548			

2/28/2021  
10/1/2020  
150

2/28/2021  
10/1/2020  
150

OTHER FUNDS  
FOR THE MONTH ENDED FEBRUARY 28, 2021

Summary  
Revenues & Expenditures - Budget & Actual

**SUMMARY OF OTHER FUNDS**

**DEBT SERVICE FUND**

	Budget	AMENDED	Actual	Budget %
<b>TOTAL REVENUES:</b>	\$ 1,475,571	\$ -	\$ 1,442,013	97.7%

	Budget	AMENDED	Actual	Budget %
<b>TOTAL EXPENDITURES:</b>	\$ 1,475,689	\$ -	\$ 1,216,262	82.4%

**E911 FUND**

	Budget	AMENDED	Actual	Budget %
<b>TOTAL REVENUES:</b>	\$ 70,000	\$ -	\$ 33,704	48.1%

	Budget	AMENDED	Actual	Budget %
<b>TOTAL EXPENDITURES:</b>	\$ 300,000	\$ -	\$ 14,056	0.00%

**VEHICLE REPLACEMENT FUND**

	BUDGET	AMENDED	Actual	Budget %
<b>TOTAL REVENUES:</b>	\$ 250,000	\$ -	\$ 104,167	41.7%

	BUDGET	AMENDED	Actual	Budget %
<b>TOTAL EXPENDITURES:</b>	\$ -	\$ -	\$ -	#DIV/0!

**WATER SEWER IMPACT FUND**

	BUDGET	AMENDED	Actual	Budget %
<b>TOTAL REVENUES:</b>	\$ 750,000	\$ -	\$ 235,115	31.3%

	BUDGET	AMENDED	Actual	Budget %
<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 FEBRUARY 28, 2021**

		BUDGET					Y-T-D ACTUAL							
FUND	FUND NAME	Revenues	Expenditures	Change in Fund Balances	Fund Balance Beginning of Year	Fund Balance End of Year	Revenues	% Budget	Expenditures	% Budget	Change in Fund Balances	% Budget	Fund Balance Beginning of Year	Y-T-D Fund Balance Projection
<b>DEBT SERVICE FUND</b>														
300	Debt Service Fund	\$ 1,475,571	\$ 1,475,689	\$ (118)	\$ 194,977	\$ 194,859	\$ 1,442,013	98%	\$ 1,216,262	82%	\$ 225,751	-191314.3%	\$ 194,977	\$ 420,728
<b>SPECIAL REVENUE FUNDS</b>														
200	Court Technology Fund	\$ (3,000)	\$ -	\$ (3,000)	\$ 4,136	\$ 1,136	\$ 527	-18%	\$ -	0%	\$ 527	-17.6%	\$ 4,136	\$ 4,663
201	Court Security Fund	2,812	-	2,812	43,942	46,754	1,682	60%	-	0%	1,682	59.8%	43,942	45,624
205	E911 Fund	70,000	300,000	(230,000)	234,607	4,607	33,704	48%	14,056	0%	19,648	-8.5%	234,607	254,255
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	\$ 487,004		\$ 118,315		\$ 368,689		\$ 445,134	\$ 813,824
<b>CAPITAL PROJECTS FUND</b>														
215	Street Impact Fees (restri)	\$ 387,500	\$ 1,000,000	\$ (612,500)	\$ 2,072,850	\$ 1,460,350	\$ 114,678	30%	\$ -	0%	\$ 114,678	-18.7%	\$ 2,072,850	\$ 2,187,528
230	Park Fees	175,750	470,000	(294,250)	1,017,090	722,840	54,808	31%	21,566	5%	33,242	-11.3%	1,017,090	1,050,332
400	2006 Bonds	-	6	(6)	18,748	18,742	19	0%	-	0%	19	-316.7%	18,748	18,767
402	City Hall Capital Proj Fund	-	345,820	(345,820)	763,292	417,472	522,702	0%	1,016,157	0%	(493,455)	142.7%	763,292	269,836
406	Vehicle Replacement Fund	250,000	-	250,000	351,708	601,708	104,167	42%	-	0%	104,167	41.7%	351,708	455,875
403	2016 GO Bonds	-	7,000,000	(7,000,000)	13,879,462	6,879,462	4,027	0%	1,105,786	0%	(1,101,759)	15.7%	13,879,462	12,777,703
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)	-	-	145,979	-	(145,979)	-	(288,309)	(434,288)
515-1&2	Water Sewer Impact Fund	750,000	1,720,000	(970,000)	3,447,595	2,477,595	235,115	31%	188,116	11%	46,999	-4.8%	3,447,595	3,494,594
											-	0.0%	-	-
		\$ 1,744,250	\$ 13,691,726	\$ (11,791,576)	\$ 27,516,186	\$ 15,724,610	\$ 1,037,793		\$ 2,526,149		\$ (1,488,356)		\$ 27,516,186	\$ 26,027,831

# CITY OF GLENN HEIGHTS

## FEBRUARY 2021 OVERTIME REPORT

### FIRE

EMP NO#	----- NAME -----	HOURS	AMOUNT
01-XXXX	FIRE CAPTAIN	44	1,665.14
01-XXXX	FIREFIGHTER/PARAMEDIC	134	3,781.48
01-XXXX	DRIVER/ENGINEER	97	3,213.71
01-XXXX	FIREFIGHTER/PARAMEDIC	68	2,061.35
01-XXXX	DRIVER/EMT	41	1,405.89
01-XXXX	FIREFIGHTER/PARAMEDIC	4	123.00
01-XXXX	FIREFIGHTER/PARAMEDIC	67	2,141.65
01-XXXX	FIREFIGHTER/EMT	113	2,958.34
01-XXXX	FIRE CAPTAIN	68	2,475.27
01-XXXX	FIREFIGHTER/PARAMEDIC	84	2,753.02
01-XXXX	FIRE CAPTAIN	43	1,646.90
01-XXXX	FIREFIGHTER/PARAMEDIC	41	1,223.61
01-XXXX	FIREFIGHTER/EMT	141	4,461.58
	*** DEPARTMENT TOTALS ***	945	29,910.94

\*\*\*BUILT IN OVERTIME AND DISASTER RESPONSE.

### POLICE

EMP NO#	----- NAME -----	HOURS	AMOUNT
01-XXXX	POLICE OFFICER	68	2,626.70
01-XXXX	COMMUNICATIONS OFFICER	8	219.67
01-XXXX	COORDINATOR RECORDS & PROPERTY	3	97.08
01-XXXX	POLICE OFFICER	50	2,282.38
01-XXXX	POLICE OFFICER	28	1,077.72
01-XXXX	COMMUNICATIONS OFFICER	36.75	1,102.28
01-XXXX	POLICE OFFICER	1	38.7
01-XXXX	DISPATCH SUPERVISOR	23.25	858.95
01-XXXX	POLICE SERGEANT	58	2,931.90
01-XXXX	POLICE SERGEANT	64	3,332.67
01-XXXX	POLICE OFFICER I	36	1,328.18

01-XXXX	POLICE OFFICER	21.5	733.69
01-XXXX	RECORDS & PROPERTY CLERK	0.5	13.61
01-XXXX	POLICE OFFICER	67	2,773.43
01-XXXX	POLICE OFFICER	18	664.09
01-XXXX	ANIMAL CONTROL OFFICER	6	187.35
01-XXXX	COMMUNICATIONS OFFICER	20.75	635.86
01-XXXX	COMMUNICATIONS OFFICER	16	479.9
01-XXXX	POLICE OFFICER	43	1,674.81
01-XXXX	POLICE OFFICER	24	1,036.95
01-XXXX	POLICE OFFICER II	5	195.35
01-XXXX	POLICE SERGEANT	52	2,826.10
01-XXXX	DETECTIVE	16	658.6
*** DEPARTMENT TOTALS ***		665.75	27,775.97

\*\*\*LATE CALLS, REPORTS, ARRESTS, COVERAGE FOR PATROL DUE TO THREE VACANCIES, COVERAGE FOR VACATION AND SICK LEAVE, SRO DAVI'S AFTER SCHOOL ACTIVITIES, PROPERTY AUDIT ROOM, AND DISASTER RESPONSE.

### STREETS

EMP NO#	----- NAME -----	HOURS	AMOUNT
01-XXXX	GROUNDKEEPER	2	51.08
*** DEPARTMENT TOTALS ***		2	51.08

\*\*\*REPAIRED FALLEND TARPS AT HERITAGE COMMUNITY PARK

### UTILITY ADMINISTRATION

EMP NO#	----- NAME -----	HOURS	AMOUNT
01-XXXX	CUSTOMER SERVICE CLERK II	1.5	41.05
01-XXXX	UTILITY BILLING SUPERVISOR	5.25	183.09
*** DEPARTMENT TOTALS ***		6.75	224.14

\*\*\*CATCH UP, DUE DATE AND BILLING.

### METER SERVICES

EMP NO#	----- NAME -----	HOURS	AMOUNT
---------	------------------	-------	--------

01-XXXX	METER SERVICES COORDINATOR	14	458.98
01-XXXX	METER READER	2.5	56.93
01-XXXX	METER READER/UTILITY WORKER I	8	215.23
01-XXXX	UTILITY WORKER I	11.5	332.17
*** DEPARTMENT TOTALS ***		36	1,063.31

\*\*\*CITY WIDE TURNOFFS, WELL READS, WATER REPAIRS, ANGLE STOP, REPAIRED FALLEN TARPS AT HCP, AIR COMPRESSOR ISSUES, SETUP AND BREAK DOWN TABLES AND CHAIRS AT HCP-WATER FOR RESIDENTS, DELIVERED SAMPLES TO TRA AND EMERGENCY WATER TURNOFFS.

### WATER OPERATIONS

EMP NO#	----- NAME -----	HOURS	AMOUNT
01-XXXX	UTILITIES SUPERVISOR	6.5	324.77
*** DEPARTMENT TOTALS ***		6.5	324.77

\*\*\*SETUP AND BREAK DOWN TABLES AND CHAIRS AT HCP-WATER FOR RESIDENTS AND PUMP STATION ISSUES.

### WASTEWATER OPERATIONS

EMP NO#	----- NAME -----	HOURS	AMOUNT
01-XXXX	UTILITY WORKER I	1.5	40.36
01-XXXX	UTILITY WORKER I	9	242.14
01-XXXX	UTILITY WORKER III	9.5	296.63
*** DEPARTMENT TOTALS ***		20	579.13

\*\*\*WATER MAIN BREAK HAMPTON RD, MULTIPLE ANGLE STOP REPAIRS, WATER CUTOFFS SETUP AND BREAK DOWN TABLES AND CHAIRS AT HCP WATER TO RESIDENTS, OVERSAW CONTRACTOR ON A TIE IN, AND SANDING.

### STORMWATER

EMP NO#	----- NAME -----	HOURS	AMOUNT
01-XXXX	GROUNDSKEEPER	1	28.88
01-XXXX	UTILITY WORKER I	10.5	314.15

*** DEPARTMENT TOTALS ***	11.5	343.03
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\*\*\*CLEANED SENIOR CENTER FOR VOTING, MUTIPLE ANGE STOP REPAIRS, WELL READS, REPAIR FOR FALLEN TARPS AT HCP, WATER TIE IN, AND SANDING.

*** REPORT TOTALS ***	1,655.50	59,025.44
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COMPANY: 100 - GENERAL FUND  
 ACCOUNT: 1-00-1000 CLAIM ON POOLED CASH  
 TYPE: All  
 STATUS: All  
 FOLIO: All

CHECK DATE: 2/01/2021 THRU 2/28/2021  
 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	2/04/2021	MISC.	000001	OPTUM BANK, INC.	12.50	OUTSTND	A	0/00/0000
1-00-1000	2/04/2021	MISC.	000002	OPTUM BANK, INC.	20.00	OUTSTND	A	0/00/0000
1-00-1000	2/04/2021	MISC.	000003	PO HOLDING LLC	4.16	OUTSTND	A	0/00/0000
1-00-1000	2/18/2021	MISC.	000001	OPTUM BANK, INC.	26.90	OUTSTND	A	0/00/0000
1-00-1000	2/18/2021	MISC.	000002	OPTUM BANK, INC.	9.62	OUTSTND	A	0/00/0000
1-00-1000	2/18/2021	MISC.	000003	OPTUM BANK, INC.	12.26	OUTSTND	A	0/00/0000
1-00-1000	2/18/2021	MISC.	000004	OPTUM BANK, INC.	16.02	OUTSTND	A	0/00/0000
1-00-1000	2/18/2021	MISC.	000005	PO HOLDING LLC	11.19	OUTSTND	A	0/00/0000
1-00-1000	2/18/2021	MISC.	000006	PO HOLDING LLC	4.16	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:	116.81
SERVICE CHARGE	TOTAL:	0.00
EFT	TOTAL:	0.00
BANK-DRAFT	TOTAL:	0.00

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

CHECK DATE: 2/01/2021 THRU 2/28/2021  
 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	2/04/2021	CHECK	920677	PO HOLDING LLC	561.16CR	OUTSTND	A	0/00/0000
1-00-1015	2/04/2021	CHECK	920678	OPTUM BANK, INC.	936.90CR	OUTSTND	A	0/00/0000
1-00-1015	2/19/2021	CHECK	920679	PO HOLDING LLC	561.16CR	OUTSTND	A	0/00/0000
1-00-1015	2/19/2021	CHECK	920680	OPTUM BANK, INC.	936.90CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1-00-101				CHECK	TOTAL:	2,996.12CR		
				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:	2,996.12CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	116.81		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		

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

CHECK DATE: 2/01/2021 THRU 2/28/2021  
 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	2/18/2021	MISC.	000001	OPTUM BANK, INC.	26.90CR	OUTSTND	A	0/00/0000
1-00-1000	2/18/2021	MISC.	000002	OPTUM BANK, INC.	12.26CR	OUTSTND	A	0/00/0000
1-00-1000	2/18/2021	MISC.	000003	PO HOLDING LLC	11.19CR	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:	50.35CR		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		
TOTALS FOR COVID-19 RESPONSE				CHECK	TOTAL:	0.00		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	50.35CR		
				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: 2/01/2021 THRU 2/28/2021  
 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	2/04/2021	MISC.	000001	OPTUM BANK, INC.	12.50CR	OUTSTND	A	0/00/0000
1-00-1000	2/04/2021	MISC.	000002	OPTUM BANK, INC.	20.00CR	OUTSTND	A	0/00/0000
1-00-1000	2/04/2021	MISC.	000003	PO HOLDING LLC	4.16CR	OUTSTND	A	0/00/0000
1-00-1000	2/18/2021	MISC.	000001	OPTUM BANK, INC.	9.62CR	OUTSTND	A	0/00/0000
1-00-1000	2/18/2021	MISC.	000002	OPTUM BANK, INC.	16.02CR	OUTSTND	A	0/00/0000
1-00-1000	2/18/2021	MISC.	000003	PO HOLDING LLC	4.16CR	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:	66.46CR
SERVICE CHARGE	TOTAL:	0.00
EFT	TOTAL:	0.00
BANK-DRAFT	TOTAL:	0.00

TOTALS FOR WATER & SEWER FUND

CHECK	TOTAL:	0.00
DEPOSIT	TOTAL:	0.00
INTEREST	TOTAL:	0.00
MISCELLANEOUS	TOTAL:	66.46CR
SERVICE CHARGE	TOTAL:	0.00
EFT	TOTAL:	0.00
BANK-DRAFT	TOTAL:	0.00

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

CHECK DATE: 2/01/2021 THRU 2/28/2021  
 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
BANK DRAFT:								
1-00-1099	2/04/2021	BANK-DRAFT	000238	INTERNAL REVENUE SERVICE	42,034.81CR	OUTSTND	A	0/00/0000
1-00-1099	2/04/2021	BANK-DRAFT	000239	TEXAS CHILD SUPPORT	2,269.39CR	OUTSTND	A	0/00/0000
1-00-1099	2/04/2021	BANK-DRAFT	000240	State Disbursement Unit	398.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/19/2021	BANK-DRAFT	000241	INTERNAL REVENUE SERVICE	43,346.03CR	OUTSTND	A	0/00/0000
1-00-1099	2/19/2021	BANK-DRAFT	000242	TEXAS CHILD SUPPORT	2,269.39CR	OUTSTND	A	0/00/0000
1-00-1099	2/19/2021	BANK-DRAFT	000243	State Disbursement Unit	398.00CR	OUTSTND	A	0/00/0000
CHECK:								
1-00-1099	2/04/2021	CHECK	121724	PAYROLL CHECK	3,593.76CR	OUTSTND	P	0/00/0000
1-00-1099	2/04/2021	CHECK	121725	PAYROLL CHECK	1,862.52CR	OUTSTND	P	0/00/0000
1-00-1099	2/04/2021	CHECK	121726	DAI, ZHIQIN	66.22CR	OUTSTND	A	0/00/0000
1-00-1099	2/04/2021	CHECK	121727	MOFFETT, MICHEALA	61.74CR	OUTSTND	A	0/00/0000
1-00-1099	2/04/2021	CHECK	121728	BANKS, TIMOTHY	39.19CR	OUTSTND	A	0/00/0000
1-00-1099	2/04/2021	CHECK	121729	LASATER, DONNA	90.56CR	OUTSTND	A	0/00/0000
1-00-1099	2/04/2021	CHECK	121730	CARTER, OSCAR	11.14CR	OUTSTND	A	0/00/0000
1-00-1099	2/04/2021	CHECK	121731	TAITE, VICTORIA	60.97CR	OUTSTND	A	0/00/0000
1-00-1099	2/04/2021	CHECK	121732	DAVIS, JERRY K	34.17CR	OUTSTND	A	0/00/0000
1-00-1099	2/04/2021	CHECK	121733	MARIO SINACOLA & SON	1,159.32CR	OUTSTND	A	0/00/0000
1-00-1099	2/04/2021	CHECK	121734	RATCLIFF, DAVID	24.48CR	OUTSTND	A	0/00/0000
1-00-1099	2/04/2021	CHECK	121735	HUDSON, JAMES	25.52CR	OUTSTND	A	0/00/0000
1-00-1099	2/04/2021	CHECK	121736	DIAZ, ROSA	191.22CR	OUTSTND	A	0/00/0000
1-00-1099	2/04/2021	CHECK	121737	BRADY, BEVERLEY	116.33CR	OUTSTND	A	0/00/0000
1-00-1099	2/04/2021	CHECK	121738	LAFLEUR, JONATHAN	52.57CR	OUTSTND	A	0/00/0000
1-00-1099	2/04/2021	CHECK	121739	CASTRO, DANNY & ALYS	39.19CR	OUTSTND	A	0/00/0000
1-00-1099	2/04/2021	CHECK	121740	HERNANDEZ, FERNANDO	9.81CR	OUTSTND	A	0/00/0000
1-00-1099	2/04/2021	CHECK	121741	LADD VIEN	80.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/04/2021	CHECK	121742	GLENN THURMAN INC.	1,126.74CR	OUTSTND	A	0/00/0000
1-00-1099	2/04/2021	CHECK	121743	CULCLAGER, LONDON	32.09CR	OUTSTND	A	0/00/0000
1-00-1099	2/04/2021	CHECK	121744	AUSDAHL, LINDA	0.92CR	OUTSTND	A	0/00/0000
1-00-1099	2/04/2021	CHECK	121745	ICMA	1,674.79CR	OUTSTND	A	0/00/0000
1-00-1099	2/05/2021	CHECK	121746	KEITH'S ACE HARDWARE	145.34CR	OUTSTND	A	0/00/0000
1-00-1099	2/05/2021	CHECK	121747	BANK OF AMERICA NA	229,725.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/05/2021	CHECK	121748	FROST NATIONAL BANK-BOND PAYME	130,736.82CR	OUTSTND	A	0/00/0000
1-00-1099	2/05/2021	CHECK	121749	Home Depot Credit Services	64.80CR	OUTSTND	A	0/00/0000
1-00-1099	2/05/2021	CHECK	121750	MASSEY'S TIRES & WHEELS	15.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/05/2021	CHECK	121751	NATIONAL ALL PRO QUICK LUBE	25.50CR	OUTSTND	A	0/00/0000
1-00-1099	2/05/2021	CHECK	121752	O'REILLY AUTOMOTIVE, INC.	18.41CR	OUTSTND	A	0/00/0000
1-00-1099	2/05/2021	CHECK	121753	OFFICE DEPOT (ONLINE)	127.59CR	OUTSTND	A	0/00/0000
1-00-1099	2/05/2021	CHECK	121754	TEXAS MUNICIPAL	37,770.79CR	OUTSTND	A	0/00/0000
1-00-1099	2/05/2021	CHECK	121755	TXU ENERGY	8,843.10CR	OUTSTND	A	0/00/0000
1-00-1099	2/05/2021	CHECK	121756	TRINITY RIVER AUTHORITY	330.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/05/2021	CHECK	121757	PURCHASE POWER	1,220.99CR	OUTSTND	A	0/00/0000
1-00-1099	2/05/2021	CHECK	121758	FLEET SERVICES	17.74CR	OUTSTND	A	0/00/0000
1-00-1099	2/05/2021	CHECK	121759	PATTILLO, BROWN, HILL, L.L.P.	8,000.00CR	OUTSTND	A	0/00/0000

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

CHECK DATE: 2/01/2021 THRU 2/28/2021  
 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	2/05/2021	CHECK	121760	BRANCH BANKING AND TRUST COMPA	5,273.24CR	OUTSTND	A	0/00/0000
1-00-1099	2/05/2021	CHECK	121761	TPX COMMUNICATIONS	6,129.96CR	OUTSTND	A	0/00/0000
1-00-1099	2/05/2021	CHECK	121762	LogMeIn USA, Inc	468.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/05/2021	CHECK	121763	J.T. HORN OIL CO., INC.	1,995.47CR	OUTSTND	A	0/00/0000
1-00-1099	2/05/2021	CHECK	121764	LINEBARGER GOGGAN BLAIR & SAMP	436.82CR	OUTSTND	A	0/00/0000
1-00-1099	2/05/2021	CHECK	121765	WADE TRIM INC	3,355.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/05/2021	CHECK	121766	TBI SOLUTIONS, LLC	1,630.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/05/2021	CHECK	121767	GROSSMAN DESIGN BUILD, LLC	341,977.91CR	OUTSTND	A	0/00/0000
1-00-1099	2/05/2021	CHECK	121768	WEST NORTH TEXAS INSPECTION SE	22,075.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/05/2021	CHECK	121769	SECURE VISION OF AMERICA, INC.	570,000.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/18/2021	CHECK	121770	PAYROLL CHECK	3,593.77CR	OUTSTND	P	0/00/0000
1-00-1099	2/18/2021	CHECK	121771	PAYROLL CHECK	1,993.33CR	OUTSTND	P	0/00/0000
1-00-1099	2/19/2021	CHECK	121772	ICMA	1,732.39CR	OUTSTND	A	0/00/0000
1-00-1099	2/24/2021	CHECK	121773	TIRE TECH CORPORATION	115.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/24/2021	CHECK	121774	ATMOS ENERGY	425.62CR	OUTSTND	A	0/00/0000
1-00-1099	2/24/2021	CHECK	121775	AIR SUPPLY	43.70CR	OUTSTND	A	0/00/0000
1-00-1099	2/24/2021	CHECK	121776	BRITTON METER REPAIR	57.81CR	OUTSTND	A	0/00/0000
1-00-1099	2/24/2021	CHECK	121777	FOCUS DAILY NEWS	1,751.25CR	OUTSTND	A	0/00/0000
1-00-1099	2/24/2021	CHECK	121778	IMPERATIVE INFORMATION GROUP,	332.50CR	OUTSTND	A	0/00/0000
1-00-1099	2/24/2021	CHECK	121779	Home Depot Credit Services	549.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/24/2021	CHECK	121780	TYLER TECHNOLOGIES	812.62CR	OUTSTND	A	0/00/0000
1-00-1099	2/24/2021	CHECK	121781	LANDMARK EQUIPMENT	217.88CR	OUTSTND	A	0/00/0000
1-00-1099	2/24/2021	CHECK	121782	MASSEY'S TIRES & WHEELS	258.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/24/2021	CHECK	121783	NATIONAL ALL PRO QUICK LUBE	25.50CR	OUTSTND	A	0/00/0000
1-00-1099	2/24/2021	CHECK	121784	O'REILLY AUTOMOTIVE, INC.	7.91CR	OUTSTND	A	0/00/0000
1-00-1099	2/24/2021	CHECK	121785	OFFICE DEPOT (ONLINE)	89.49CR	OUTSTND	A	0/00/0000
1-00-1099	2/24/2021	CHECK	121786	PITNEY BOWES GLOBAL FINANCIAL	187.11CR	OUTSTND	A	0/00/0000
1-00-1099	2/24/2021	CHECK	121787	TEXAS WORKFORCE COMMISSION	1,312.53CR	OUTSTND	A	0/00/0000
1-00-1099	2/24/2021	CHECK	121788	WASTE MANAGEMENT DALLAS	75,357.48CR	OUTSTND	A	0/00/0000
1-00-1099	2/24/2021	CHECK	121789	JERRY W. MCCLUNG	256.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/24/2021	CHECK	121790	GFOA	150.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/24/2021	CHECK	121791	AT&T	1,149.53CR	OUTSTND	A	0/00/0000
1-00-1099	2/24/2021	CHECK	121792	CONSOLIDATED TRAFFIC CONTROLS,	598.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/24/2021	CHECK	121793	PRIMARY HEALTH, INC d/b/a CARE	96.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/24/2021	CHECK	121794	NEVILL FINANCIAL LEASING (CH)	1,958.20CR	OUTSTND	A	0/00/0000
1-00-1099	2/24/2021	CHECK	121795	AT&T TOLL FREE	125.88CR	OUTSTND	A	0/00/0000
1-00-1099	2/24/2021	CHECK	121796	Hon. Angela Downes	2,025.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/24/2021	CHECK	121797	AT&T	69.65CR	OUTSTND	A	0/00/0000
1-00-1099	2/24/2021	CHECK	121798	LINEBARGER GOGGAN BLAIR & SAMP	113.70CR	OUTSTND	A	0/00/0000
1-00-1099	2/24/2021	CHECK	121799	LUIS E. HERNANDEZ LLC	175.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/24/2021	CHECK	121800	CASS ROBERT CALLAWAY	2,000.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/24/2021	CHECK	121801	JAREN COLLINS	350.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/24/2021	CHECK	121802	MDLAB, LLC	1,100.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/24/2021	CHECK	121803	LEVEL ONE PAVING, INC.	10,750.00CR	OUTSTND	A	0/00/0000

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

CHECK DATE: 2/01/2021 THRU 2/28/2021  
 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	2/26/2021	CHECK	121804	COUNTY OF DALLAS -ELECTIONS	9,971.82CR	OUTSTND	A	0/00/0000
1-00-1099	2/26/2021	CHECK	121805	HILCO ELECTRIC	7,182.50CR	OUTSTND	A	0/00/0000
1-00-1099	2/26/2021	CHECK	121806	TYLER TECHNOLOGIES	3,380.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/26/2021	CHECK	121807	MASSEY'S TIRES & WHEELS	429.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/26/2021	CHECK	121808	NATIONAL ALL PRO QUICK LUBE	125.15CR	OUTSTND	A	0/00/0000
1-00-1099	2/26/2021	CHECK	121809	O'REILLY AUTOMOTIVE, INC.	460.20CR	OUTSTND	A	0/00/0000
1-00-1099	2/26/2021	CHECK	121810	OFFICE DEPOT (ONLINE)	50.42CR	OUTSTND	A	0/00/0000
1-00-1099	2/26/2021	CHECK	121811	WILLIS EXTERMINATING CO.	400.00CR	OUTSTND	A	0/00/0000
1-00-1099	2/26/2021	CHECK	121812	CARLISLE CHEVROLET CADILLAC	919.34CR	OUTSTND	A	0/00/0000
1-00-1099	2/26/2021	CHECK	121813	NICHOLS, JACKSON, DILLARD, HAG	6,446.25CR	OUTSTND	A	0/00/0000
1-00-1099	2/26/2021	CHECK	121814	DATAPROSE	3,698.36CR	OUTSTND	A	0/00/0000
1-00-1099	2/26/2021	CHECK	121815	TPX COMMUNICATIONS	6,223.03CR	OUTSTND	A	0/00/0000
1-00-1099	2/26/2021	CHECK	121816	KENNETH W WYNN	314.43CR	OUTSTND	A	0/00/0000
1-00-1099	2/26/2021	CHECK	121817	SOUTHERN COMPUTER WAREHOUSE, I	4,110.48CR	OUTSTND	A	0/00/0000
1-00-1099	2/26/2021	CHECK	121818	INSIGHT DIRECT USA, INC.	4,804.93CR	OUTSTND	A	0/00/0000
1-00-1099	2/26/2021	CHECK	121819	CHARLES A. KLUGE, PHD, PC	700.00CR	OUTSTND	A	0/00/0000
DEPOSIT:								
1-00-1099	2/01/2021	DEPOSIT		CREDIT CARDS 2/01/2021	3,265.10	OUTSTND	C	0/00/0000
1-00-1099	2/01/2021	DEPOSIT	000001	REGULAR DAILY DEP 2/01/2021	45,617.49	OUTSTND	C	0/00/0000
1-00-1099	2/01/2021	DEPOSIT	000002	ONLINE PAYMNT 2/01/2021	17.50	OUTSTND	C	0/00/0000
1-00-1099	2/01/2021	DEPOSIT	000003	CASH RECEIPTS	1,793.60	OUTSTND	M	0/00/0000
1-00-1099	2/01/2021	DEPOSIT	000004	ONLINE PAYMNT 2/01/2021	15,333.55	OUTSTND	C	0/00/0000
1-00-1099	2/01/2021	DEPOSIT	000005	CREDIT CARDS 2/01/2021	3,319.30	OUTSTND	C	0/00/0000
1-00-1099	2/01/2021	DEPOSIT	000006	REGULAR DAILY DEP 2/01/2021	2,890.68	OUTSTND	C	0/00/0000
1-00-1099	2/01/2021	DEPOSIT	000007	CREDIT CARDS 2/01/2021	3,235.58	OUTSTND	C	0/00/0000
1-00-1099	2/01/2021	DEPOSIT	000008	REGULAR DAILY DEP 2/01/2021	47,430.35	OUTSTND	C	0/00/0000
1-00-1099	2/02/2021	DEPOSIT		CASH RECEIPTS	528.80	OUTSTND	M	0/00/0000
1-00-1099	2/02/2021	DEPOSIT	000001	CREDIT CARDS 2/02/2021	216.30	OUTSTND	C	0/00/0000
1-00-1099	2/02/2021	DEPOSIT	000002	REGULAR DAILY DEP 2/02/2021	110.00	OUTSTND	C	0/00/0000
1-00-1099	2/02/2021	DEPOSIT	000003	CREDIT CARDS 2/02/2021	985.57	OUTSTND	C	0/00/0000
1-00-1099	2/02/2021	DEPOSIT	000004	CREDIT CARDS 2/02/2021	915.48	OUTSTND	C	0/00/0000
1-00-1099	2/02/2021	DEPOSIT	000005	REGULAR DAILY DEP 2/02/2021	9,605.21	OUTSTND	C	0/00/0000
1-00-1099	2/02/2021	DEPOSIT	000006	ONLINE PAYMNT 2/02/2021	9,894.03	OUTSTND	C	0/00/0000
1-00-1099	2/02/2021	DEPOSIT	000007	CREDIT CARDS 2/02/2021	1,451.79	OUTSTND	C	0/00/0000
1-00-1099	2/03/2021	DEPOSIT		DAILY PAYMENT POSTING - ADJ	88.69CR	OUTSTND	U	0/00/0000
1-00-1099	2/03/2021	DEPOSIT	000001	DAILY PAYMENT POSTING	88.69	OUTSTND	U	0/00/0000
1-00-1099	2/03/2021	DEPOSIT	000002	ONLINE PAYMNT 2/03/2021	7.00	OUTSTND	C	0/00/0000
1-00-1099	2/03/2021	DEPOSIT	000003	CASH RECEIPTS	745.80	OUTSTND	M	0/00/0000
1-00-1099	2/03/2021	DEPOSIT	000004	CREDIT CARDS 2/03/2021	1,143.30	OUTSTND	C	0/00/0000
1-00-1099	2/03/2021	DEPOSIT	000005	REGULAR DAILY DEP 2/03/2021	1,382.17	OUTSTND	C	0/00/0000
1-00-1099	2/03/2021	DEPOSIT	000006	CREDIT CARDS 2/03/2021	2,544.07	OUTSTND	C	0/00/0000
1-00-1099	2/03/2021	DEPOSIT	000007	REGULAR DAILY DEP 2/03/2021	4,970.33	OUTSTND	C	0/00/0000
1-00-1099	2/03/2021	DEPOSIT	000008	ONLINE PAYMNT 2/03/2021	8,251.06	OUTSTND	C	0/00/0000

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

CHECK DATE: 2/01/2021 THRU 2/28/2021  
 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	2/04/2021	DEPOSIT		CREDIT CARDS 2/04/2021	166.50	OUTSTND	C	0/00/0000
1-00-1099	2/04/2021	DEPOSIT	000001	ONLINE PAYMNT 2/04/2021	7,370.62	OUTSTND	C	0/00/0000
1-00-1099	2/04/2021	DEPOSIT	000002	ONLINE PAYMNT 2/04/2021	3.50	OUTSTND	C	0/00/0000
1-00-1099	2/04/2021	DEPOSIT	000003	CREDIT CARDS 2/04/2021	1,277.64	OUTSTND	C	0/00/0000
1-00-1099	2/04/2021	DEPOSIT	000004	REGULAR DAILY DEP 2/04/2021	14,343.04	OUTSTND	C	0/00/0000
1-00-1099	2/04/2021	DEPOSIT	000005	CASH RECEIPTS	1,038.70	OUTSTND	M	0/00/0000
1-00-1099	2/04/2021	DEPOSIT	000006	CREDIT CARDS 2/04/2021	941.52	OUTSTND	C	0/00/0000
1-00-1099	2/04/2021	DEPOSIT	000007	REGULAR DAILY DEP 2/04/2021	103,750.44	OUTSTND	C	0/00/0000
1-00-1099	2/04/2021	DEPOSIT	000008	DAILY PAYMENT POSTING - ADJ	109.54CR	OUTSTND	U	0/00/0000
1-00-1099	2/05/2021	DEPOSIT		ONLINE PAYMNT 2/05/2021	7.00	OUTSTND	C	0/00/0000
1-00-1099	2/05/2021	DEPOSIT	000001	CASH RECEIPTS	2,441.90	OUTSTND	M	0/00/0000
1-00-1099	2/05/2021	DEPOSIT	000002	CREDIT CARDS 2/05/2021	1,117.55	OUTSTND	C	0/00/0000
1-00-1099	2/05/2021	DEPOSIT	000003	REGULAR DAILY DEP 2/05/2021	40,239.61	OUTSTND	C	0/00/0000
1-00-1099	2/05/2021	DEPOSIT	000004	CREDIT CARDS 2/05/2021	265.66	OUTSTND	C	0/00/0000
1-00-1099	2/05/2021	DEPOSIT	000005	CREDIT CARDS 2/05/2021	2,479.41	OUTSTND	C	0/00/0000
1-00-1099	2/05/2021	DEPOSIT	000006	REGULAR DAILY DEP 2/05/2021	9,428.46	OUTSTND	C	0/00/0000
1-00-1099	2/05/2021	DEPOSIT	000007	ONLINE PAYMNT 2/05/2021	11,997.95	OUTSTND	C	0/00/0000
1-00-1099	2/05/2021	DEPOSIT	000008	CREDIT CARDS 2/05/2021	1,317.38	OUTSTND	C	0/00/0000
1-00-1099	2/05/2021	DEPOSIT	000009	REGULAR DAILY DEP 2/05/2021	8,413.83	OUTSTND	C	0/00/0000
1-00-1099	2/08/2021	DEPOSIT		CREDIT CARDS 2/08/2021	4,145.04	OUTSTND	C	0/00/0000
1-00-1099	2/08/2021	DEPOSIT	000001	REGULAR DAILY DEP 2/08/2021	8,465.67	OUTSTND	C	0/00/0000
1-00-1099	2/08/2021	DEPOSIT	000002	ONLINE PAYMNT 2/08/2021	12,103.01	OUTSTND	C	0/00/0000
1-00-1099	2/08/2021	DEPOSIT	000003	CREDIT CARDS 2/08/2021	465.32	OUTSTND	C	0/00/0000
1-00-1099	2/08/2021	DEPOSIT	000004	REGULAR DAILY DEP 2/08/2021	16,911.31	OUTSTND	C	0/00/0000
1-00-1099	2/09/2021	DEPOSIT		DAILY PAYMENT POSTING - ADJ	50.00CR	OUTSTND	U	0/00/0000
1-00-1099	2/09/2021	DEPOSIT	000001	UTILITY DEPOSITS RECEIVED	50.00	OUTSTND	U	0/00/0000
1-00-1099	2/09/2021	DEPOSIT	000002	ONLINE PAYMNT 2/09/2021	4,990.90	OUTSTND	C	0/00/0000
1-00-1099	2/09/2021	DEPOSIT	000003	CREDIT CARDS 2/09/2021	1,187.66	OUTSTND	C	0/00/0000
1-00-1099	2/09/2021	DEPOSIT	000004	REGULAR DAILY DEP 2/09/2021	2,486.72	OUTSTND	C	0/00/0000
1-00-1099	2/09/2021	DEPOSIT	000005	CREDIT CARDS 2/09/2021	2,776.71	OUTSTND	C	0/00/0000
1-00-1099	2/09/2021	DEPOSIT	000006	REGULAR DAILY DEP 2/09/2021	9,325.64	OUTSTND	C	0/00/0000
1-00-1099	2/09/2021	DEPOSIT	000007	ONLINE PAYMNT 2/09/2021	7.00	OUTSTND	C	0/00/0000
1-00-1099	2/09/2021	DEPOSIT	000008	CASH RECEIPTS	963.80	OUTSTND	M	0/00/0000
1-00-1099	2/09/2021	DEPOSIT	000009	DAILY PAYMENT POSTING - ADJ	47.91CR	OUTSTND	U	0/00/0000
1-00-1099	2/10/2021	DEPOSIT		CREDIT CARDS 2/10/2021	2,907.69	OUTSTND	C	0/00/0000
1-00-1099	2/10/2021	DEPOSIT	000001	REGULAR DAILY DEP 2/10/2021	1,175.00	OUTSTND	C	0/00/0000
1-00-1099	2/10/2021	DEPOSIT	000002	CREDIT CARDS 2/10/2021	52.42	OUTSTND	C	0/00/0000
1-00-1099	2/10/2021	DEPOSIT	000003	ONLINE PAYMNT 2/10/2021	5,451.35	OUTSTND	C	0/00/0000
1-00-1099	2/11/2021	DEPOSIT		ONLINE PAYMNT 2/11/2021	3.50	OUTSTND	C	0/00/0000
1-00-1099	2/11/2021	DEPOSIT	000001	ONLINE PAYMNT 2/11/2021	3.50	OUTSTND	C	0/00/0000
1-00-1099	2/11/2021	DEPOSIT	000002	CASH RECEIPTS	1,872.30	OUTSTND	M	0/00/0000
1-00-1099	2/11/2021	DEPOSIT	000003	ONLINE PAYMNT 2/11/2021	8,681.93	OUTSTND	C	0/00/0000
1-00-1099	2/11/2021	DEPOSIT	000004	CREDIT CARDS 2/11/2021	4,064.29	OUTSTND	C	0/00/0000
1-00-1099	2/12/2021	DEPOSIT		CREDIT CARDS 2/12/2021	216.30	OUTSTND	C	0/00/0000

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

CHECK DATE: 2/01/2021 THRU 2/28/2021  
 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	2/12/2021	DEPOSIT	000001	REGULAR DAILY DEP 2/12/2021	270.00	OUTSTND	C	0/00/0000
1-00-1099	2/12/2021	DEPOSIT	000002	ONLINE PAYMNT 2/12/2021	21,110.61	OUTSTND	C	0/00/0000
1-00-1099	2/12/2021	DEPOSIT	000003	CREDIT CARDS 2/12/2021	3,646.44	OUTSTND	C	0/00/0000
1-00-1099	2/12/2021	DEPOSIT	000004	REGULAR DAILY DEP 2/12/2021	9,810.22	OUTSTND	C	0/00/0000
1-00-1099	2/12/2021	DEPOSIT	000005	CREDIT CARDS 2/12/2021	7,106.47	OUTSTND	C	0/00/0000
1-00-1099	2/12/2021	DEPOSIT	000006	REGULAR DAILY DEP 2/12/2021	16,995.34	OUTSTND	C	0/00/0000
1-00-1099	2/15/2021	DEPOSIT		ONLINE PAYMNT 2/15/2021	14.00	OUTSTND	C	0/00/0000
1-00-1099	2/15/2021	DEPOSIT	000001	CASH RECEIPTS	1,633.70	OUTSTND	M	0/00/0000
1-00-1099	2/15/2021	DEPOSIT	000002	CREDIT CARDS 2/15/2021	4,119.48	OUTSTND	C	0/00/0000
1-00-1099	2/15/2021	DEPOSIT	000003	ONLINE PAYMNT 2/15/2021	55,210.47	OUTSTND	C	0/00/0000
1-00-1099	2/15/2021	DEPOSIT	000004	CREDIT CARDS 2/15/2021	2,502.59	OUTSTND	C	0/00/0000
1-00-1099	2/16/2021	DEPOSIT		CREDIT CARDS 2/16/2021	333.45	OUTSTND	C	0/00/0000
1-00-1099	2/16/2021	DEPOSIT	000001	DAILY PAYMENT POSTING	95.88	OUTSTND	U	0/00/0000
1-00-1099	2/17/2021	DEPOSIT		CREDIT CARDS 2/17/2021	570.55	OUTSTND	C	0/00/0000
1-00-1099	2/17/2021	DEPOSIT	000001	ONLINE PAYMNT 2/17/2021	28,106.20	OUTSTND	C	0/00/0000
1-00-1099	2/17/2021	DEPOSIT	000002	CREDIT CARDS 2/17/2021	2,015.47	OUTSTND	C	0/00/0000
1-00-1099	2/18/2021	DEPOSIT		ONLINE PAYMNT 2/18/2021	6,000.56	OUTSTND	C	0/00/0000
1-00-1099	2/18/2021	DEPOSIT	000001	CREDIT CARDS 2/18/2021	3,143.05	OUTSTND	C	0/00/0000
1-00-1099	2/18/2021	DEPOSIT	000002	CREDIT CARDS 2/18/2021	181.16	OUTSTND	C	0/00/0000
1-00-1099	2/19/2021	DEPOSIT		ONLINE PAYMNT 2/19/2021	6,453.14	OUTSTND	C	0/00/0000
1-00-1099	2/19/2021	DEPOSIT	000001	CREDIT CARDS 2/19/2021	3,032.50	OUTSTND	C	0/00/0000
1-00-1099	2/19/2021	DEPOSIT	000002	CREDIT CARDS 2/19/2021	603.06	OUTSTND	C	0/00/0000
1-00-1099	2/22/2021	DEPOSIT		ONLINE PAYMNT 2/22/2021	10.50	OUTSTND	C	0/00/0000
1-00-1099	2/22/2021	DEPOSIT	000001	CASH RECEIPTS	1,597.80	OUTSTND	M	0/00/0000
1-00-1099	2/22/2021	DEPOSIT	000002	CREDIT CARDS 2/22/2021	3,927.86	OUTSTND	C	0/00/0000
1-00-1099	2/22/2021	DEPOSIT	000003	CREDIT CARDS 2/22/2021	1,021.48	OUTSTND	C	0/00/0000
1-00-1099	2/22/2021	DEPOSIT	000004	ONLINE PAYMNT 2/22/2021	11,107.17	OUTSTND	C	0/00/0000
1-00-1099	2/22/2021	DEPOSIT	000005	DRAFT POSTING	22,443.57	OUTSTND	U	0/00/0000
1-00-1099	2/23/2021	DEPOSIT		ONLINE PAYMNT 2/23/2021	15,003.03	OUTSTND	C	0/00/0000
1-00-1099	2/23/2021	DEPOSIT	000001	CREDIT CARDS 2/23/2021	1,616.22	OUTSTND	C	0/00/0000
1-00-1099	2/23/2021	DEPOSIT	000002	ONLINE PAYMNT 2/23/2021	694.83	OUTSTND	C	0/00/0000
1-00-1099	2/23/2021	DEPOSIT	000003	CREDIT CARDS 2/23/2021	865.87	OUTSTND	C	0/00/0000
1-00-1099	2/24/2021	DEPOSIT		ONLINE PAYMNT 2/24/2021	10.50	OUTSTND	C	0/00/0000
1-00-1099	2/24/2021	DEPOSIT	000001	CASH RECEIPTS	3,157.20	OUTSTND	M	0/00/0000
1-00-1099	2/24/2021	DEPOSIT	000002	ONLINE PAYMNT 2/24/2021	2,855.05	OUTSTND	C	0/00/0000
1-00-1099	2/24/2021	DEPOSIT	000003	CREDIT CARDS 2/24/2021	2,306.34	OUTSTND	C	0/00/0000
1-00-1099	2/24/2021	DEPOSIT	000004	REGULAR DAILY DEP 2/24/2021	24,518.98	OUTSTND	C	0/00/0000
1-00-1099	2/24/2021	DEPOSIT	000005	CREDIT CARDS 2/24/2021	1,955.16	OUTSTND	C	0/00/0000
1-00-1099	2/24/2021	DEPOSIT	000006	REGULAR DAILY DEP 2/24/2021	25,996.29	OUTSTND	C	0/00/0000
1-00-1099	2/25/2021	DEPOSIT		CREDIT CARDS 2/25/2021	1,176.97	OUTSTND	C	0/00/0000
1-00-1099	2/25/2021	DEPOSIT	000001	CREDIT CARDS 2/25/2021	1,993.05	OUTSTND	C	0/00/0000
1-00-1099	2/25/2021	DEPOSIT	000002	CREDIT CARDS 2/25/2021	3,429.58	OUTSTND	C	0/00/0000
1-00-1099	2/25/2021	DEPOSIT	000003	REGULAR DAILY DEP 2/25/2021	20,234.27	OUTSTND	C	0/00/0000
1-00-1099	2/25/2021	DEPOSIT	000004	ONLINE PAYMNT 2/25/2021	2,419.79	OUTSTND	C	0/00/0000

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

CHECK DATE: 2/01/2021 THRU 2/28/2021  
 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

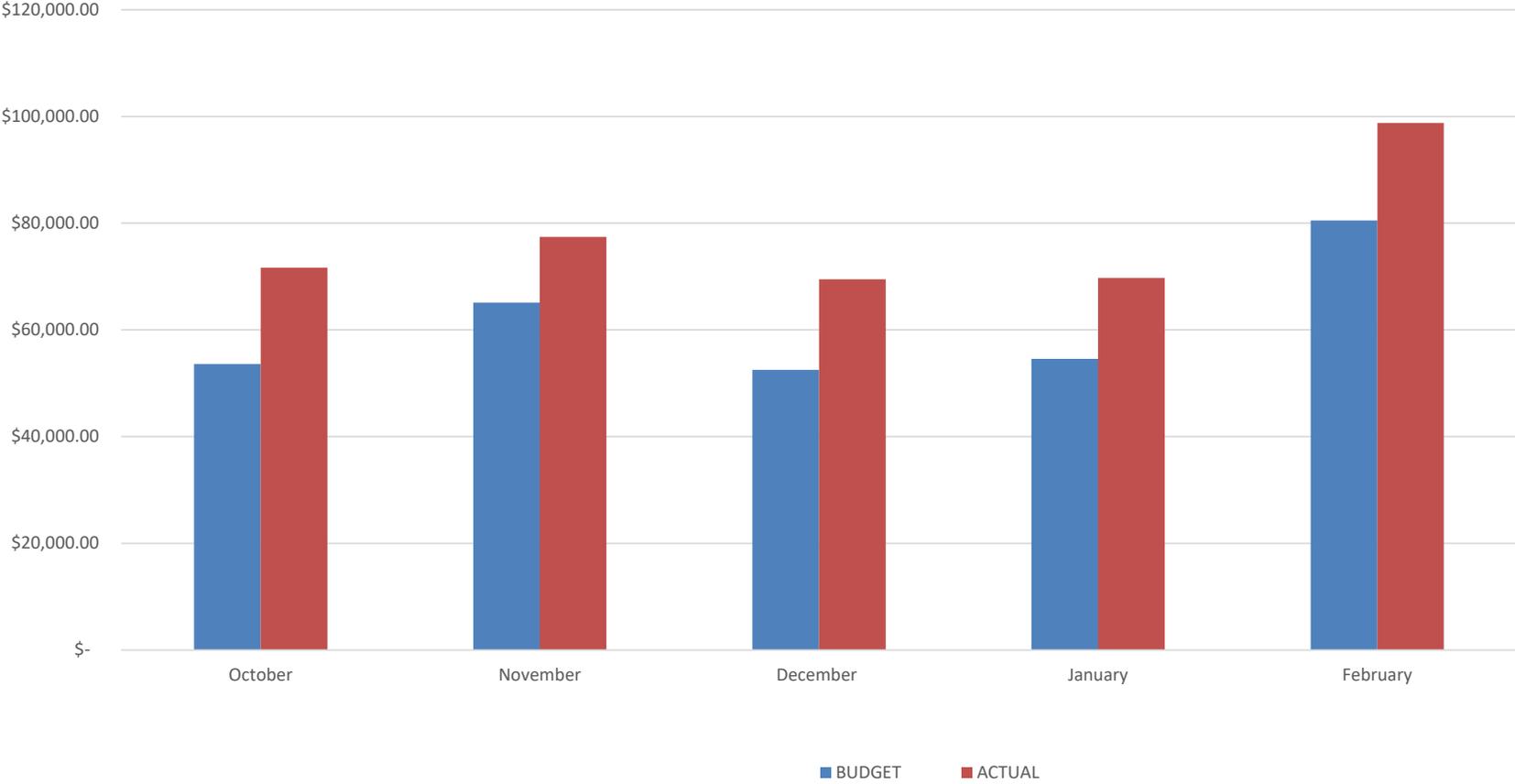
ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
DEPOSIT:								
1-00-1099	2/25/2021	DEPOSIT	000005	CREDIT CARDS 2/25/2021	1,690.20	OUTSTND	C	0/00/0000
1-00-1099	2/25/2021	DEPOSIT	000006	REGULAR DAILY DEP 2/25/2021	25,447.34	OUTSTND	C	0/00/0000
1-00-1099	2/26/2021	DEPOSIT		DAILY PAYMENT POSTING - ADJ	183.62CR	OUTSTND	U	0/00/0000
1-00-1099	2/26/2021	DEPOSIT	000001	CREDIT CARDS 2/26/2021	381.10	OUTSTND	C	0/00/0000
1-00-1099	2/26/2021	DEPOSIT	000002	REGULAR DAILY DEP 2/26/2021	868.94	OUTSTND	C	0/00/0000
1-00-1099	2/26/2021	DEPOSIT	000003	REGULAR DAILY DEP 2/26/2021	16,229.44	OUTSTND	C	0/00/0000
1-00-1099	2/26/2021	DEPOSIT	000004	ONLINE PAYMNT 2/26/2021	3,002.82	OUTSTND	C	0/00/0000
1-00-1099	2/26/2021	DEPOSIT	000005	REGULAR DAILY DEP 2/26/2021	1,025.57	OUTSTND	C	0/00/0000
1-00-1099	2/26/2021	DEPOSIT	000006	CREDIT CARDS 2/26/2021	2,642.83	OUTSTND	C	0/00/0000
1-00-1099	2/26/2021	DEPOSIT	000007	REGULAR DAILY DEP 2/26/2021	9,068.72	OUTSTND	C	0/00/0000
1-00-1099	2/26/2021	DEPOSIT	000008	ONLINE PAYMNT 2/26/2021	10.50	OUTSTND	C	0/00/0000
1-00-1099	2/26/2021	DEPOSIT	000009	CASH RECEIPTS	3,035.40	OUTSTND	M	0/00/0000

MISCELLANEOUS:								
1-00-1099	2/04/2021	MISC.		PAYROLL DIRECT DEPOSIT	125,679.38CR	OUTSTND	P	0/00/0000
1-00-1099	2/18/2021	MISC.		PAYROLL DIRECT DEPOSIT	128,535.83CR	OUTSTND	P	0/00/0000
1-00-1099	2/19/2021	MISC.		PERMITS DEPOSIT 01/19/2021	450.00CR	OUTSTND	G	0/00/0000

TOTALS FOR ACCOUNT 1-00-109	CHECK	TOTAL:	1,539,731.49CR
	DEPOSIT	TOTAL:	844,869.47
	INTEREST	TOTAL:	0.00
	MISCELLANEOUS	TOTAL:	254,665.21CR
	SERVICE CHARGE	TOTAL:	0.00
	EFT	TOTAL:	0.00
	BANK-DRAFT	TOTAL:	90,715.62CR

TOTALS FOR POOLED CASH FUND	CHECK	TOTAL:	1,539,731.49CR
	DEPOSIT	TOTAL:	844,869.47
	INTEREST	TOTAL:	0.00
	MISCELLANEOUS	TOTAL:	254,665.21CR
	SERVICE CHARGE	TOTAL:	0.00
	EFT	TOTAL:	0.00
	BANK-DRAFT	TOTAL:	90,715.62CR

**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	\$ 98,780	\$ 26,057
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>\$ 387,046.27</u>	<u>\$ 57,121</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	\$ 98,780.14	\$ 18,280	1.23
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>\$ 387,046.41</u>	<u>\$ 80,726.41</u>	6.35

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





# CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

**Date: March 16, 2021**

## **SUBJECT**

The City Council will consider a Resolution to accept a sanitary sewer easement from Bloomfield Homes, LP.

## **REPORT IN BRIEF**

Discuss and take action on Resolution R-12-21, a Resolution of the City Council of the City of Glenn Heights, Texas, accepting a sanitary sewer easement from Bloomfield Homes, LP, 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 Dallas County, Texas, as a deed; and providing an effective date.

## **BACKGROUND / DISCUSSION**

The Glenn Heights City Council approved the preliminary plat of Maplewood Phase 2 on December 3, 2019. This development is located directly across the street from the new Glenn Heights City Center development and separated by Hampton Road. In planning for the installation of the necessary public improvements for the City Center project, the development engineers have since discovered the need for a public utility easement and sanitary sewer line within the property owned by Bloomfield Homes, LP. Obtaining this easement would permit the developers for the City Center project to install the necessary public utility infrastructure and allow City staff to operate, maintain, replace,

repair, upgrade, relocate, and/or remove this portion of the sanitary sewer line once the infrastructure has been completed, inspected, and accepted by the City's Public Works department.

### **PUBLIC CONTACT**

The easement has been drafted and shared with both the property owner Bloomfield Homes, LP and Grossman Design Build, the developer for the City Center project.

### **FISCAL IMPACT**

Staff is proposing the purchase of this exclusive sanitary sewer easement in the amount of ten dollars (\$10.00).

### **RECOMMENDATIONS / ALTERNATIVES**

Staff recommends approval of proposed Resolution R-12-21.

### **PREPARED BY**

Marlon Goff, Director - Planning and Development Services

### **REVIEWED BY**

Michael Rogers, Deputy City Manager

### **ATTACHMENTS**

- I. Resolution R-12-21

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF GLENN HEIGHTS, TEXAS  
RESOLUTION NO. R-12-21**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, ACCEPTING A SANITARY SEWER EASEMENT FROM BLOOMFIELD HOMES, LP 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.**

**WHEREAS**, Bloomfield Homes, LP (“Grantor”) is the owner of property described in the Sanitary Sewer Easement attached hereto as Exhibit “A”; and

**WHEREAS**, the City of Glenn Heights (“City”) requires an easement for the installation, construction operation, maintenance, replacement, repair, upgrade, relocation and removal of a sanitary sewer line and all necessary or desirable structures, facilities and appurtenances necessary thereto; and

**WHEREAS**, the Grantor desires to dedicate to the City such Sanitary Sewer Easement (“Easement”) as provided in Exhibit “A” and the attachments thereto; and

**WHEREAS**, the City finds that such easement, as depicted on the attached Exhibit “A” and the attachments thereto is for a public purpose and hereby accepts the Easement from the Grantor under the terms and condition provided in Exhibit A;

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

**Section 1.** The City of Glenn Heights hereby accepts the Sanitary Sewer Easement from Bloomfield Homes, LP, Grantor, which is described and depicted in Exhibit “A” attached hereto and incorporated herein by this reference, including all exhibits thereto.

**Section 2.** The City Secretary is authorized and directed to prepare a certified copy of this resolution and furnish the same to Grantor, and to record this Easement in the real property records of Dallas County, Texas, to the City of Glenn Heights from the said Grantor, and its successors and assigns.

**Section 3.** That this Resolution shall take effect immediately from and after its adoption and execution.

**DULY PASSED** by the City Council of the City of Glenn Heights, Texas, this the 16th day of March, 2021.

**APPROVED:**

---

HARRY A. GARRETT, MAYOR

**ATTEST:**

---

Brandi Brown, City Secretary

**APPROVED AS TO FORM:**

---

Victoria W. Thomas, City Attorney

**EXHIBIT "A"**

**[Sanitary Sewer Easement & attachments thereto]**



Grantee shall have the right to use so much of the surface of the Easement Property as may be reasonably necessary to construct and/or install within the sanitary sewer Easement Property and sanitary sewer easement granted hereby the facilities that may at any time be necessary for the purposes herein specified. Grantor agrees that all facilities, appliances, and equipment installed upon the Easement Property shall at all times remain the property of Grantee and are removable at the option of Grantee. Grantee shall have no duty to maintain the surface of the Easement Property and that duty and obligation shall remain exclusively with Grantor or Grantor's successor or assignee.

**THIS EASEMENT DOES NOT CONSTITUTE A CONVEYANCE OF THE PROPERTY, NOR OF THE MINERALS THEREIN AND THEREUNDER, BUT GRANTS ONLY AN EASEMENT.**

**GRANTOR RESERVES THE RIGHT TO USE THE LAND WITHIN THE EASEMENT PROPERTY FOR PURPOSES NOT INCONSISTENT WITH GRANTEE'S USE OF SUCH EASEMENT PROPERTY, PROVIDED SUCH USE SHALL NOT MATERIALLY INTERFERE WITH THE EXERCISE BY GRANTEE OF THE RIGHTS HEREBY GRANTED. GRANTOR AGREES THAT THE DUTY TO MAINTAIN THE SURFACE OF THE EASEMENT PROPERTY REMAINS WITH GRANTOR AND NOT WITH GRANTEE.**

The easement, rights, and privileges granted herein are exclusive and Grantor covenants that it will not convey any other easement or conflicting rights within the Easement Property. This instrument shall be binding upon the successors and assigns of the parties hereto.

[Remainder of Page Blank; Signature Page Follows]

EXECUTED to be effective of the 9<sup>th</sup> day of MARCH, 2021.

**BLOOMFIELD HOMES, LP**

**By : Its General Partner, Bloomfield Properties, Inc.**

By:   
Don Dykstra, President

STATE OF TEXAS                   §  
                                                  §  
COUNTY OF Tarrant           §

This instrument was acknowledged before me on the 9<sup>th</sup> day of March, 2021, by Don Dykstra, President of Bloomfield Properties, Inc., the General Partner of Bloomfield Homes, LP, who acknowledged that he executed it for and on behalf of Bloomfield Homes, LP after he was first duly authorized so to do.

  
Notary Public, State of Texas

My Commission Expires:  
01-06-2024

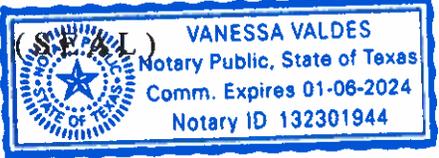


EXHIBIT "1"

**20' WIDE SANITARY SEWER EASEMENT**

BEING A TRACT OF LAND LOCATED IN THE WILLIAMS RAWLINS SURVEY, ABSTRACT No. 1205, DALLAS COUNTY, TEXAS, BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO BLOOMFIELD HOMES, L.P., RECORDED IN INSTRUMENT NUMBER 201900096199, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS (O.P.R.D.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID BLOOMFIELD HOMES TRACT AND THE WEST RIGHT-OF-WAY LINE OF HAMPTON ROAD (A 60 FOOT RIGHT-OF-WAY), FROM WHICH A 5/8" IRON ROD FOUND BEARS N 01°06'54" W, 806.11 FEET, SAID IRON ROD BEING THE NORTHEAST CORNER OF SAID BLOOMFIELD HOMES TRACT;

THENCE S 01°06'54" E, ALONG THE EAST LINE OF SAID BLOOMFIELD HOMES TRACT AND THE WEST RIGHT-OF-WAY LINE OF SAID HAMPTON ROAD, A DISTANCE OF 228.59 FEET TO A POINT, FROM WHICH A 5/8" IRON ROD FOUND BEARS S 01°06'54" E, 141.59 FEET, SAID IRON ROD BEING THE SOUTHEAST CORNER OF SAID BLOOMFIELD HOMES TRACT;

THENCE S 88°47'28" W, DEPARTING THE EAST LINE OF SAID BLOOMFIELD HOMES TRACT AND THE WEST RIGHT-OF-WAY LINE OF SAID HAMPTON ROAD, A DISTANCE OF 316.73 FEET TO A POINT IN THE EAST LINE OF FUTURE BLOCK C, MAPLEWOOD PHASE 2;

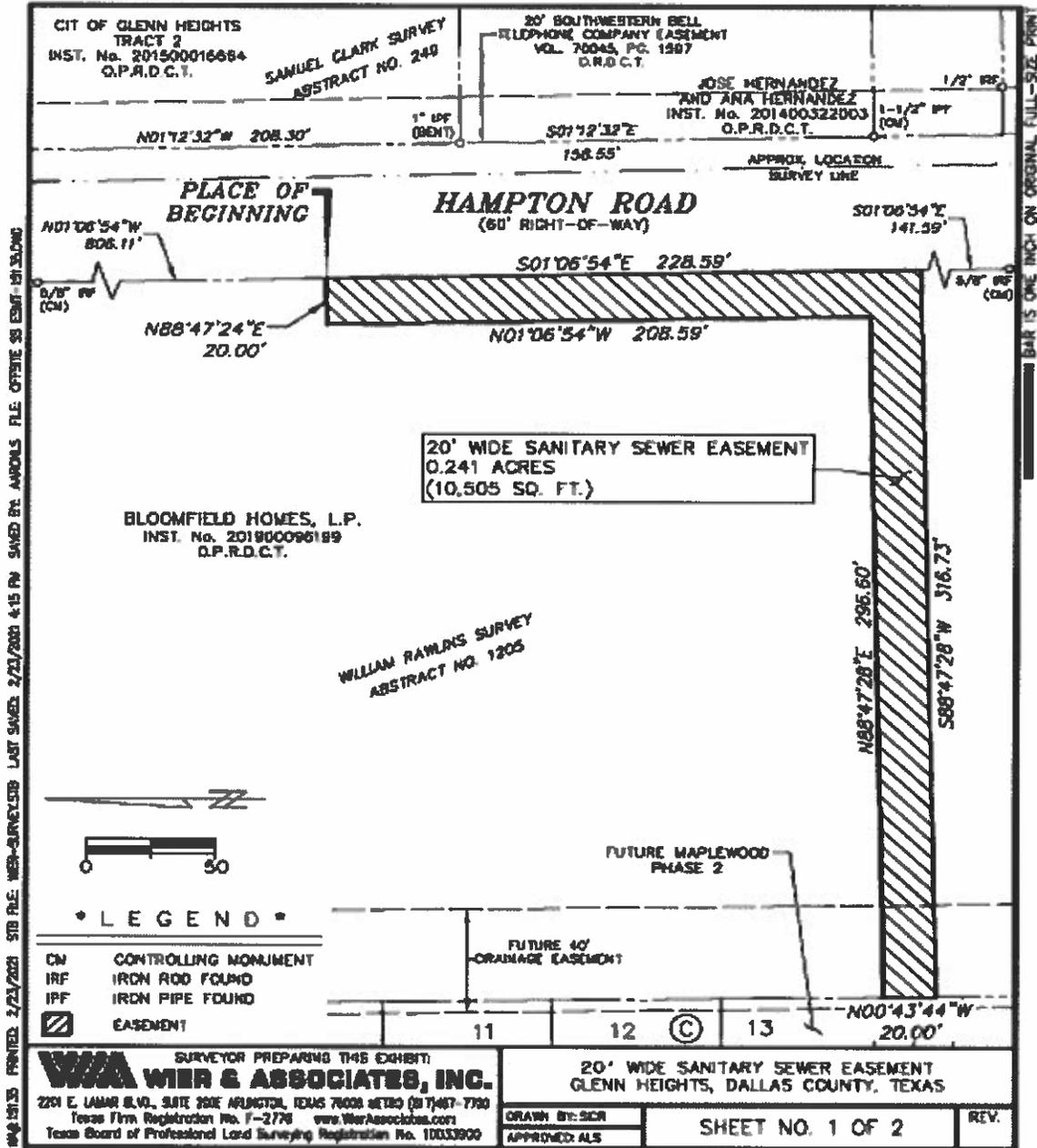
THENCE N 00°43'44" W, ALONG THE EAST LINE OF SAID BLOCK C, A DISTANCE OF 20.00 FEET TO A POINT;

THENCE N 88°47'28" E, DEPARTING THE EAST LINE OF SAID BLOCK C, A DISTANCE OF 296.60 FEET TO A POINT;

THENCE N 01°06'54" W, A DISTANCE OF 208.59 FEET TO A POINT;

THENCE N 88°47'24" E, A DISTANCE OF 20.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.241 ACRES (10,505 SQUARE FEET) OF LAND, MORE OR LESS.

**EXHIBIT "2"**



9/8/2015 PRINTED: 2/21/2021 STD P.L.E. WEB-SURVEYJOB LAST SAVED: 2/23/2021 4:15 PM SAVED BY: AARON S. FLE OFFICE 95 ESBF-0136306

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# CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

**Date: March 16, 2021**

## **SUBJECT**

This item will allow City Council to authorize the City Manager to execute an agreement between the City of Glenn Heights, Texas and the Texas Division of Emergency Management (TDEM).

## **REPORT IN BRIEF**

Discuss and take action on Resolution R-13-21, a Resolution of the City Council of the City of Glenn Heights, Texas, authorizing the City Manager to execute an agreement between the City of Glenn Heights, Texas and the Texas Division of Emergency Management (TDEM) for possible reimbursement of funds expensed related to Public Assistance (PA) during the 2021 Winter Weather Disaster.

## **BACKGROUND / DISCUSSION**

The State of Texas and the City of Glenn Heights experienced a 100-year winter weather storm beginning on February 11, 2021, which effected all 254 counties in the State of Texas. Texas declared this disaster event from February 11, 2021 to February 21, 2021. The City of Glenn Heights experienced financial impacts during this winter weather disaster, including equipment repairs, equipment rentals, damaged facilities, and payroll expenses related to overtime.

Authorizing the City Manager to execute this agreement will allow for a possible reimbursement at a 75/25 match. City staff has already began tracking the financial impacts of this disaster and has been working with our state and federal emergency management partners to ensure that the City of Glenn Heights is completing all steps necessary for reimbursement.

**FISCAL IMPACT**

The Fiscal Impact from the Winter Weather Disaster is currently estimated at \$68,000 and could reach higher amounts if additional damages are noted in the near future.

**PUBLIC CONTACT**

Not applicable.

**RECOMMENDATIONS / ALTERNATIVES**

Staff recommends approval of proposed Resolution R-13-21.

**PREPARED BY**

Keith Moore, Fire Chief / Emergency Management Coordinator

**REVIEWED BY**

Phillip Conner, Finance Director

**ATTACHMENTS**

- I. Resolution R-13-21

**RESOLUTION NO. R-13-21**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE GRANT AGREEMENT BY AND BETWEEN TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM) , AN AGENCY OF THE STATE OF TEXAS, AND THE CITY OF GLENN HEIGHTS, TEXAS, AS PROVIDED IN EXHIBIT ‘A’ ATTACHED HERETO AND INCORPORATED HEREIN; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Glenn Heights desires to enter into an agreement with Texas Division of Emergency Management (TDEM) through a Grant Terms and Conditions Agreement; and

**WHEREAS**, the City Council of the City of Glenn Heights believes it is in the best interest of the City and its citizens to approve said agreement.

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

**SECTION 1.** The City Council hereby authorizes, approves, and accepts the terms and conditions of the Grant Agreement by and between the City of Glenn Heights, Texas and the Texas Division of Emergency Management (TDEM) for grant or related funding on eligible expenses, as provided in Exhibit ‘A’, attached hereto and incorporated herein, and authorizes the City Manager to execute said agreement and to take such further steps as necessary for compliance with the terms and conditions thereof.

**SECTION 2.** That this Resolution shall take effect immediately from and after its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Glenn Heights, Texas, on the 16th day of March 2021.

**CITY OF GLENN HEIGHTS, TEXAS  
APPROVED:**

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Victoria W. Thomas, City Attorney

**Exhibit A**  
**[Terms and Conditions Grant Agreement]**

## GRANT TERMS AND CONDITIONS

This Grant Agreement (consisting of these terms and conditions and all exhibits) is made and entered into by and between the Texas Division of Emergency Management (TDEM), an agency of the State of Texas, hereinafter referred to as "TDEM," and the grant recipient, City of Glenn Heights, hereinafter referred to as the "Subrecipient." Furthermore, TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties." All subawards made under this grant agreement are subject to the same terms and conditions below.

Subrecipient may not assign or transfer any interest in this Grant without the express, prior written consent of TDEM and DHS/FEMA.

- a. The term Recipient and pass-through entity have the same meaning as "Grantee," as used in governing statutes, regulations, and DHS/FEMA guidance.
  - b. A Recipient is also a "non-federal entity" for grants administration purposes.
  - c. A Subrecipient is also known as a "Subgrantee" as used in governing statutes regulations and DHS/ FEMA guidance.
  - d. A Subrecipient is also a "non-federal entity" for grants administration purposes.
  - e. The "Grant" referred to in this agreement is a subgrant to the Subrecipient passed thru from TDEM to the Subrecipient.
  - f. Certifying Official will be the Mayor, Judge, or Executive Director authorized to execute these grant terms and conditions, and to submit changes of Subrecipient Agents.
  - f. Projects and any subsequent versions for those projects accepted by the Subrecipient and subsequently obligated or deobligated by DHS/FEMA are considered subawards to this grant agreement.
- A. **Standard of Performance**. Subrecipient shall perform all activities as approved by TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
  2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
  3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
  4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
  5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
  6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
  7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
  8. Request for Information and Documentation referred to as "Exhibit H"
- B. **Failure to Perform**. In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this Grant, Subrecipient shall be liable to TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds

## GRANT TERMS AND CONDITIONS

or any other grant program funds administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement and complete projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by TDEM.

- C. **Funding Obligations.** TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by TDEM under this Grant shall not exceed the total cumulative award amounts listed on the Subawards (projects and subsequent versions).
  2. Subrecipient shall contribute the match funds listed on the subaward.

Subrecipient shall refund to TDEM any sum of these Grant funds that has been determined by TDEM or DHS/FEMA to be an overpayment to Subrecipient or that TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to TDEM within thirty (30) calendar days after TDEM requests such refund

- D. **Performance Period.** The performance period for this Grant is listed on the subaward letter for each project. All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to TDEM within 60 days of the end of the performance period. Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to TDEM within 60 days of the end of the performance period. TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

- E. **Uniform Administrative Requirements, Cost Principals and Audit Requirements.** Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every projects]:

- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism
- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications

## GRANT TERMS AND CONDITIONS

- 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

F. **State Requirements for Grants.** Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:

<http://www.window.state.tx.us/procurement/catrad/ugms.pdf>

and the program State Administrative Plan, available at:

<https://grants.tdem.texas.gov>

Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

G. **Restrictions and General Conditions.**

1. **Use of Funds.** DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition,

## GRANT TERMS AND CONDITIONS

Federal funds may not be used to sue the Federal government or any other government entity.

2. Federal Employee Prohibition. Federal employees are prohibited directly benefiting from any funds under this Grant.
3. Points of Contacts. Within 10 calendar days of any change, Subrecipient shall notify TDEM of any change in designated of Subrecipient Agents as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient. In the event a Subrecipient hires a consultant to assist them with managing its Public Assistance grants, they must be listed on the Designated Subrecipient Agent Form. TDEM will direct all correspondence to the Subrecipient but will cc: the consultant on all email exchanges. The Subrecipient will be responsible for sharing written communications with the consultant. The Subrecipient will remain the primary point of contact and must be included in all decision making activities.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is accurate and is registered on Sams.gov. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>
5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) or other federally established site for contractor registration, and entered TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
  - a. Applicability and what to report: Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
  - b. Where and when to report: Subrecipient shall report executive total compensation at [www.sam.gov](http://www.sam.gov) or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debaring or

## GRANT TERMS AND CONDITIONS

suspending those persons deemed irresponsible in their dealings with the Federal government.

8. Direct Deposit. A completed direct deposit form from Subrecipient shall be provided to TDEM, prior to receiving any payments under the provisions of this grant. The direct deposit form is currently available at [grants.tdem.texas.gov](http://grants.tdem.texas.gov) under Resources/Public Assistance.
9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.
10. Site Visits. DHS/FEMA and/or TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

### H. Procurement and Contracting.

1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200. 318-326 and Appendix II to Part 200 (A-C) and (E-J)
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
  - a. Procurement by micro purchase
  - b. Procurement by small purchase
  - c. Procurement by sealed bid
  - d. Procurement by competitive proposal
  - e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

## GRANT TERMS AND CONDITIONS

The **cost plus a percentage of cost** and **percentage of construction** cost methods of contracting are **ineligible**.

**Must** perform **cost/price analysis** for every procurement action in excess of the Simplified Acquisition Threshold.

**Must** negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through <http://www.sam.gov/portal/public/SAM> and [http://www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred/](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/) and submitted for review.
  5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321
- I. **Monitoring.** Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, if the monitoring visit reveals deficiencies in Subrecipient's performance under this Grant, a monitoring report will be provided to the Subrecipient and shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit.**

1. **Audit of Federal and State Funds.** Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A- 133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. **Right to Audit.** Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. **Subrecipient's Liability for Disallowed Costs.** Subrecipient understands and agrees that it shall be liable to TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by Subrecipient

## GRANT TERMS AND CONDITIONS

from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.

4. Subrecipient's Facilitation of Audit. Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. State Auditor's Clause. Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

### **K. Retention and Accessibility of Records.**

1. Retention of Records. Subrecipient shall follow its own internal retention policy, or the state's retention policy, whichever is stricter. At a minimum, the subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.333-337, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long term retention value.
2. Access to Records. Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

### **L. Changes, Amendments, Suspension or Termination**

1. Modification. DHS/FEMA or TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has

## GRANT TERMS AND CONDITIONS

been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.

3. **Suspension.** In the event Subrecipient fails to comply with any term of this Grant, TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. **Termination.** TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if TDEM determines that Subrecipient has failed to comply with any term of this Grant. TDEM shall provide written notice of the termination and include:
  - a. The reason(s) for such termination;
  - b. The effective date of such termination; and
  - c. In the case of partial termination, the portion of this Grant to be terminated.
  - d. Appeal may be made to the Deputy Chief of the Texas Division of Emergency Management - Recovery & Mitigation.

M. **Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require all payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request DHS/FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by TDEM or DHS/FEMA;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless TDEM or DHS/FEMA expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O.

## GRANT TERMS AND CONDITIONS

12549. 2 C.F.R., Appendix II to Part 200, (I).

- N. **Conflicts of Interest.** The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- O. **Closing of this Grant.** TDEM will close each subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, TDEM will recover the unused funds.

At the completion and closure of all Subrecipient's projects (subawards), TDEM will request the Subrecipient to Certify the completion of all projects (subawards) in accordance of the grants terms and conditions to state there are no further claims under this subgrant.

The closeout of this Grant does not affect:

1. DHS/FEMA or TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
  2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
  3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
  4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.
- P. **Notices.** All notices and other communications pertaining to this agreement shall be delivered in electronic format and/or writing and shall be transmitted by fax, e-mail, personal hand-delivery (and receipted for) or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party.

# GRANT TERMS AND CONDITIONS

## EXHIBIT A

### ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

# GRANT TERMS AND CONDITIONS

## EXHIBIT B

### ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally- assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

# GRANT TERMS AND CONDITIONS

## Exhibit C

### Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

- A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
  1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to [www.sam.gov](http://www.sam.gov) and the State Debarred Vendor List at: [www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred).
  2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
  4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
  5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
- G. Subrecipient will comply with the Drug-free Workplace Act, in Subpart B of 2 C.F.R. Part 3001.
- H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
- I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

# GRANT TERMS AND CONDITIONS

## EXHIBIT D

### State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section .36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

## GRANT TERMS AND CONDITIONS

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

# GRANT TERMS AND CONDITIONS

## EXHIBIT E

### Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

# GRANT TERMS AND CONDITIONS

## EXHIBIT F

### Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Project Scoping meeting with the State- Federal team.
2. All work must be done prior to the approved project completion deadline assigned to each Project (POP). Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request 60 days prior to the end of the period of performance may result in reduction or withdrawal of federal funds for approved work.**
3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding. The Subrecipient shall submit requests for cost overruns requiring additional obligations to TDEM, who will forward to FEMA for review and approval prior to incurring costs.
4. The Project Completion and Certification Report must be submitted to TDEM within 60 days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report, or Duplication of Benefits form certifying other funds were received to complete the project.
5. A cost overrun appeal on small Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.
6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed. Appeals for Alternative Projects will be subject to the terms of the signed agreement for the Alternative Project.
7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.
8. You may request a payment of funds on projects by initiating a Request for Reimbursement (RFR) in TDEM's Grant Management System (GMS) or an Advance of Funds Request (AFR), and including documentation supporting your request. Small Public Assistance projects are paid upon obligation and will be initiated by TDEM personnel. Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter.
9. Subrecipients will be required to submit quarterly project reports (QPR) for open large projects using TDEM's GMS. Your assigned Grant Coordinator will coordinate the due date for your specific reporting. Public Assistance program small projects are typically exempt from quarterly reporting, however TDEM reserves the right to require QPRs on any smalls requiring a POP extension. The first quarterly report will be due at the end of the first full quarter following the quarter in which the project was obligated. No quarterlies are required for projects that Subrecipient has initiated a closeout request and has provided a certificate of completion. Failure to submit required quarterly reports for two or more quarters can result in withholding or deobligation of funding for Subrecipients until all reports are submitted and up-to-date.

## GRANT TERMS AND CONDITIONS

10. Subrecipients expending \$750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.
11. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.
12. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than \$5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.
13. TDEM will be using the new FEMA Public Assistance Delivery Model to facilitate the writing of project worksheets (Portal). Subrecipient will be responsible for establishing and maintaining an active account in the Portal and to provide and upload timely, all information requested that is needed to write accurate project worksheets. The Portal will provide the Subrecipient visibility of the entire project writing process.
14. TDEM will be using its new Grant Management System (GMS) for Subrecipient grant management functions. Subrecipient will access GMS to initiate Requests for Reimbursements (RFR), Advance of Funds Requests (AFR), Time Extensions, Scope and Cost changes requests, Quarterly Reports, Project Closeouts, Appeals, and other items deemed necessary by TDEM. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements. Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement.
- 16.2 CFR 200.210(a)(15), 2 CFR 200.331(a)(1)(xiii) and (a)(4) make reference to indirect cost rates. The Subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 10% de minimis rate of modified total direct costs (MTDC) (as per § 200.414) when receiving Management Costs.

# GRANT TERMS AND CONDITIONS

## EXHIBIT G

Match Certification

### **Additional Grant Certifications**

Subrecipient certifies that it has the ability to meet or exceed the cost share required for all subawards (Projects) and amendments (versions) under this Grant Agreement.

Duplication of Program Statement

Subrecipient certifies there has not been, nor will there be, a duplication of benefits for this project.

Match Certification

Federal Debt Disclosure

Subrecipient certifies that it is not delinquent on any Federal Debt.

### **For Hazard Mitigation Projects Only:**

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.

OR

2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

## Request for Information and Documentation Policy and Guideline

It is crucial to the success of the overall Grant Program and to the timely completion and closure of awarded projects that timelines be established for providing information and documentation. TDEM has developed a framework to support this endeavor following a progressive series of communications for the Subrecipient (RFI). TDEM will work with you throughout the RFI process as communication is the key to your success.

<b>RFI Timelines</b>	
First Informal Request	The primary contact for the Subrecipient will receive the RFI via email with five business days to respond.
Second Informal Request	A second email to the primary contact will be sent with an additional five business days to respond.
Third Informal Request	A phone call will be made to the primary contact with a third email requesting the information to be provided within five business days. The Regional Section Administrator and State Coordinator will be copied.
Fourth Formal Request	The Supervising Program Director of Recovery will issue a certified letter to the highest ranking official highlighting previous requests and an additional ten days to provide the requested information.
Final Formal Request	A final request by certified letter will be issued by the Deputy Assistant Director of Recovery, Mitigation, and Standards, or the Assistant Director of the Texas Division of Emergency Management to the highest ranking official giving the final ten business days to respond or deobligation of the project will begin.
Final Action	If the RFI is not sufficiently answered, the project will be deobligated, and any previously paid funds must be returned to TDEM.

## GRANT TERMS AND CONDITIONS

Please initial by each Exhibit, acknowledging you have received them, understand them, and agree to abide by them.

\_\_\_\_\_ Assurances – Non-Construction Programs, hereinafter referred to as “Exhibit A”

\_\_\_\_\_ Assurances – Construction Programs, hereinafter referred to as “Exhibit B”

\_\_\_\_\_ Certifications for Grant Agreements, hereinafter referred to as “Exhibit C”

\_\_\_\_\_ State of Texas Assurances, hereinafter referred to as “Exhibit D”

\_\_\_\_\_ Environmental Review Certification, hereinafter referred to as “Exhibit E”

\_\_\_\_\_ Additional Grant Conditions, hereinafter referred to as “Exhibit F”

\_\_\_\_\_ Additional Grant Certifications, hereinafter referred to as “Exhibit G”

\_\_\_\_\_ Request for Information and Documentation referred to as “Exhibit H”

**Please sign below to acknowledged acceptance of the grant and all exhibits in this agreement, and to abide by all terms and conditions.**

\_\_\_\_\_  
**Signature of Certifying Official**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name and Title**





# CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

**Date: March 16, 2021**

## **SUBJECT**

The City Council will consider a resolution to award a contract with Douglas Daley Construction, LLC for the construction of the MESA Water Distribution Improvements.

## **REPORT IN BRIEF**

City administration solicited (RFB 21-02), received, and reviewed the bids to construct the Mesa Water Distribution Improvements, in which it has been determined that Douglas Dailey Construction, LLC, a Tennessee limited liability company registered to do business in the State of Texas, has submitted the lowest most responsible bid in an amount of \$1,476,970.00.

## **BACKGROUND / DISCUSSION**

On January 28, 2021, City staff advertised (RFB 21-02) for water distribution improvements in the MESA subdivision. All digital project plans, specifications, and contract documents were made available with the Dallas/Fort Worth Minority Supplier Development Council as well as the Regional Hispanic Contractors Association. On Friday, February 19<sup>th</sup>, the project bidding was closed, and all bids were read aloud. The MESA Subdivision Water Distribution Improvement project includes approximately 15,000 linear feet of 6" and 8" residential water main replacement by open-cut and/or trenchless methods. The project also includes minor concrete work such as curb and gutter replacement, driveway reconstruction, sidewalk replacement, pedestrian ramp installation, as well as street crossing asphalt pavement removal and replacement. The contractor will be responsible for all materials, equipment, labor, and installations.

**PUBLIC CONTACT**

Not applicable.

**FISCAL IMPACT**

The Mesa project will be paid for with funds from the Water & Sewer and Street Impact funds.

**RECOMMENDATIONS / ALTERNATIVES**

Staff recommends approval of R-14-21 to award a contract for the construction of the MESA Water Distribution Improvements to Douglas Dailey Construction, LLC, a Tennessee limited liability company registered to do business in the State of Texas, in an amount of \$1,476,970.00. which was submitted as the lowest most responsible bid.

**PREPARED BY**

Michael Rogers, Deputy City Manager

**REVIEWED BY**

Brandi Brown, City Secretary

**ATTACHMENTS**

- I. Resolution R-14-21
- II. Bid Tabulations
- III. Project Specifications

**CITY OF GLENN HEIGHTS, TEXAS**

**RESOLUTION NO. R-14-21**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS AWARDED AND AUTHORIZING A CONTRACT WITH DOUGLAS DAILEY CONSTRUCTION, LLC FOR CONSTRUCTION OF THE MESA WATER DISTRIBUTION IMPROVEMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, City administration, having solicited, received, and reviewed the bids to construct the Mesa Water Distribution Improvements (the "Project"), has determined that Douglas Dailey Construction, LLC, a Tennessee limited liability company registered to do business in the State of Texas, has submitted the lowest most responsible bid in an amount of \$1,476,970.00, and recommends awarding a contract for the Project to said bidder; and

**WHEREAS**, the City Council of the City of Glenn Heights, Texas, finds it to be in the public interest to accept the recommendation of the City administration and authorize the above described contract; and

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

**SECTION 1.** The City Manager is hereby authorized to execute a contract with Douglas Dailey Construction, LLC in the amount of \$1,476,970.00 for the Project subject to applicable state laws, city policies, and, in the event change order(s) result in an increase in the contract amount, subject to the availability of funds for such purpose, to negotiate and sign such change order(s) to said contract as the City Manager determines to be in the best interest of the City.

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

**PASSED AND APPROVED THIS 16<sup>th</sup> DAY OF MARCH 2021.**

**APPROVED:**

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Victoria W. Thomas, City Attorney  
(012021vwtTM120196)

			Dowager Utility Construction, Ltd		Estrada Concrete Company, LLC		Douglas Dailey Construction, LLC		
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	4,800	LF	6" water main w/ fittings, trenching, embedment, backfilling, and surface restoration:	64.00	307,200.00	79.00	379,200.00	56.00	268,800.00
2	10,300	LF	8" water main w/ fittings, trenching, embedment, backfilling, and surface restoration:	66.00	679,800.00	70.00	721,000.00	59.00	607,700.00
3	24	EA	6" Gate valve and box:	1,500.00	36,000.00	1,650.00	39,600.00	1,015.00	24,360.00
4	28	EA	8" Gate valve and box:	2,000.00	56,000.00	1,890.00	52,920.00	1,400.00	39,200.00
5	41	EA	Fire hydrant assembly with 6" PVC lead, all fittings, Gate Valve, installation, and painting:	5,100.00	209,100.00	5,450.00	223,450.00	3,500.00	143,500.00
6	130	EA	¾" Polyethylene residential water service (short side / same side as water main):	600.00	78,000.00	945.00	122,850.00	560.00	72,800.00
7	140	EA	¾" Polyethylene residential water service (long side / crossing roadway):	1,000.00	140,000.00	1,260.00	176,400.00	780.00	109,200.00
8	500	LF	Remove and replace existing curb and gutter, complete in place:	30.00	15,000.00	45.00	22,500.00	36.00	18,000.00
9	1,800	SY	Cut, remove, and replace concrete driveway complete in place:	70.00	126,000.00	71.00	127,800.00	32.00	57,600.00
10	550	LF	Sawcut, remove, and replace existing asphalt pavement (5 feet wide strip):	50.00	27,500.00	21.00	11,550.00	22.00	12,100.00
11	15,100	LF	Trench excavation safety and support:	1.00	15,100.00	3.00	45,300.00	0.10	1,510.00
12	18	EA	Remove and deliver existing fire hydrant:	600.00	10,800.00	5,250.00	94,500.00	100.00	1,800.00
13	4,000	SF	Remove and replace 4" sidewalk:	10.00	40,000.00	11.00	44,000.00	7.00	28,000.00
14	1	LS	SWPPP, erosion and siltation control:	6,000.00	6,000.00	4,500.00	4,500.00	2,000.00	2,000.00
15	1	LS	Traffic control and warning devices and implementation:	16,000.00	16,000.00	8,000.00	8,000.00	2,000.00	2,000.00
16	4,000	SY	Block sodding:	8.00	32,000.00	8.50	34,000.00	4.00	16,000.00
17	400	CY	Flowable Fill:	120.00	48,000.00	140.00	56,000.00	110.00	44,000.00
18	12	EA	Pedestrian ramp:	1,200.00	14,400.00	2,100.00	25,200.00	2,200.00	26,400.00
19	1	LS	Project sign:	1,000.00	1,000.00	6,000.00	6,000.00	2,000.00	2,000.00
			<b>Total</b>		<b>1,857,900.00</b>		<b>2,194,770.00</b>		<b>1,476,970.00</b>
			Bid Bond Included		Yes		Yes		Yes
			(a) Item 15 written price is sixteen hundred dollars and numeric prices is 16,000.		(a)(b)				
			(b) Total according to bid document is \$1,857,700.						

**THE CITY OF GLENN HEIGHTS**



**SPECIFICATION AND CONTRACT DOCUMENTS  
FOR  
THE MESA WATER DISTRIBUTION IMPROVEMENTS  
RFB 21-02**

Prepared by:

**DIKITA ENTERPRISES, INC.**

**1420 W Mockingbird Lane**

**Suite 600**

**Dallas TX 75247**

**January 2021**

**CONSULTANT SEAL**

**THE MESA WATER DISTRIBUTION IMPROVEMENTS  
GLENN HEIGHTS, TEXAS  
RFB 21-02**

**DIKITA ENTERPRISES, INC.**

1420 W Mockingbird Lane  
Suite 600  
Dallas TX 75247

FIRM REGISTRATION NO: 3667



*Farhad Tayyari*

1/27/2021

Issued for Construction

Seal and Signature

**CIVIL ENGINEER**

"David" Farhad Tayyari, P.E.

83121

January 27, 2021

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Typed Name:

License No.

Date:

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- II. Bidder's Qualification Statement Form**
- III. Bid Proposal Form**
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- VII. Payment Bond Form**
- VIII. Maintenance Bond Form**
- IX. General Conditions of Agreement and Construction Specifications**
- X. Construction Plans**

**SECTION I**  
**NOTICE TO BIDDER**

## NOTICE TO BIDDERS

**RECEIPT AND OPENING OF BIDS:** The City of Glenn Heights, Texas, (herein referred to as the "City" and "Owner") invites sealed bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the City Secretary Office, City of Glenn Heights, 1938 S Hampton Road, Glenn Heights, Texas, 75154 until **2:00 p.m. Friday, February 19, 2021**, from all qualified and properly licensed contractors desiring to furnish the City with all materials, machinery, equipment, superintendence, and labor, and insurance necessary to commence and complete The Project. Bids received after 2:00 PM CST will be deemed non-responsive. The envelopes containing the bids must be sealed and addressed to the Honorable Mayor and City Council of the City of Glenn Heights and clearly marked in the lower left-hand corner: Bid for **THE MESA WATER DISTRIBUTION IMPROVEMENTS, GLENN HEIGHTS, RFB 21-02**.

All stated time periods stated here are in calendar days.

Sealed bids must be received by the above stated time and date, immediately after which time the submitted bids will publicly be opened and read aloud. Any bids received after the above stated time will be returned unopened.

The City reserves the right to reject or to accept any or all bids, or to waive any informality.

**The plans, specifications, and contract documents are available at the City Hall, 1938 S. Hampton Road, Glenn Heights, Texas, 75154. Prospective bidders must call (972) 223-1690 ext. 145 (Michael Rogers) to arrange for pick up of the documents.**

**Digital (PDF) Plans are also available at no cost from:**

**Dallas/Fort Worth Minority Supplier Development Council**

Sha’Ron Richardson [construction@dfwmsdc.com](mailto:construction@dfwmsdc.com)

Phone: 214.630.0747

8828 N. Stemmons Freeway, Suite 550 Dallas, TX 75247

**Regional Hispanic Contractors Association**

Julio [Julio@regionalhca.org](mailto:Julio@regionalhca.org) and Arlene [Arlene@regionalhca.org](mailto:Arlene@regionalhca.org)

Each bid must be accompanied by a certified check or cashier's check payable to the City of Glenn Heights and drawn on a responsible bank or an approved bidder's bond for the sum of 5% of the amount of the maximum total bid as a guarantee that, if awarded the contract, the bidder will promptly enter into a contract and execute the bonds on the forms provided in the contract documents. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

1. BID PROPOSAL FORM: Bidders shall use the bid proposal form included in the RFB 21-02 documents, **which must be kept bound**. Supplemental data to be furnished shall be included in the same sealed envelope with the bid proposal.

Oral bids will not be considered. Corrections, deletions, or additions to the bid must be made in person by replacing the original submitted bid prior to the opening time of the bids and confirmed by letter. No verbal, electronic or facsimile corrections, deletions, or additions will be accepted.

The Bid shall contain an acknowledgment of receipt, if any, of all Addenda. (The numbers of which must be filled in on the Bid Form).

2. DELIVERY OF PROPOSAL: It shall be the Bidder's responsibility for the delivery of his proposal at the proper place by the time stated in the Notice to Bidders. The mere fact that a proposal was dispatched will not be considered. Each proposal shall be in a sealed envelope plainly marked as described in section I, in "Receipt and Opening Bids" paragraph.
3. QUALIFICATION OF BIDDER AND REJECTION OF BIDS: The Owner may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any and all bids. Owner may reject the bid if the evidence submitted, either by the bidder or from an investigation of the bidder, fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and therefore to complete the work contemplated herein. Conditional bids will not be accepted.

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request written evidence, such as financial data, previous experience, present commitments, and other such data as may be called for.

4. BIDDER'S AFFIDAVIT SAFETY RECORD: All contractors bidding on City of Glenn Heights projects must submit with the proposal a notarized affidavit with their bid attesting to their safety record.

The Contractor must provide safety records from the Dallas OSHA office or the local OSHA office in which the firm is located. The Contractor's safety record may not reflect penalties for six (6) or more serious violations, none of which may be repeat violations; nor may it reflect three (3) or more willful violations, none of which may be repeat violations, within three (3) years preceding award. This information will be considered in determining the responsibility of the bidder for purposes of the award.

5. BID SECURITY: All bids must be accompanied by a Bid Bond or a certified or cashier's check drawn on a U.S. bank made payable to the order of City of Glenn Heights, in the amount of five (5%) percent of the maximum bid proposal, as surety that the successful bidder will enter into his or her proposed Contractor's Agreement with the City. The City will retain payment if the successful bidder does not execute the City's Contractor's Agreement with the City in the form of the contract attached hereto and furnish the City with the required bonds and insurance

within seven (7) days of the notification of bid award. Bids submitted without the required bid bond will not be considered. All checks/bid bonds will be returned promptly after the owner & accepted bidder have executed the contract or if no award has been made within 60 days after the date of the opening of bids.

6. SURETY BONDS: Contractor Surety: With the execution and delivery of the contract, the CONTRACTOR shall furnish and file with the OWNER in the amounts herein required, the surety bonds specified hereunder, without exception, the owner's bond forms must be used, and exclusive venue for any lawsuit in connection with such bonds shall be specified as the county in which the OWNER'S principal office is located. Such surety bonds shall be in accordance with the provision of Chapter 2253, Texas Government Code, and Article 7.19-1 of the Vernon's Texas Insurance Code, as amended. These bonds shall automatically be increased by the amount of any change order or supplemental which increases the contract price with or without notice to the surety, but in no event shall a change which reduces the contract amount reduce the penal amount of such bonds.

- a) PERFORMANCE BOND: In accordance with Chapter 2253 of the Texas Government Code, a performance bond in the amount of not less than one hundred percent (100%) of the contract price conditioned upon the faithful performance of the contract for projects with a bid amount over \$25,000.00, will be required upon the forms which are a part of the Contract Documents.

A good and sufficient bond in an amount not less than 100 percent of the approximate total amount of the contract, as evidenced by the proposal tabulation, or otherwise guaranteeing the full and faithful execution of the work and performance of the contract in accordance with the plans, specifications, and contract documents, including any extensions thereof, for the protection of the OWNER.

The Contractor shall include in the unit bid prices, the cost of the Performance Bond and shall pay for said bond.

- b) PAYMENT BOND: In accordance with Chapter 2253 of the Texas Government Code, a payment bond in the amount of not less than one hundred percent (100%) of the contract price conditioned upon payment of all persons supplying labor or furnishing materials, for projects with a bid amount over \$100,000.00, will be required upon the forms which are a part of the Contract Documents.

A good and sufficient bond in an amount not less than 100 percent of the approximate total amount of the contract, as evidenced by the proposal tabulation, or otherwise guaranteeing the full and proper protection of all claimants supplying labor and material in the performance of the work provided for in the said contract and the use of each claimant.

The Contractor shall include in the unit bid prices, the cost of the Payment Bond and shall pay for said bond.

- c) MAINTENANCE BOND: The Contractor, upon execution of the contract and before beginning work shall furnish to the City a proper Maintenance Bond in the amount of one hundred (100%) percent of the contract amount written by an approved surety company

covering the guarantee and maintenance prescribed below. This bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship that appear within a period of one year from the date of completion and acceptance of the improvement by the OWNER or such lesser or greater period as may be designated in the contract documents.

The Contractor shall include the cost of the Maintenance Bond in the unit bid prices and shall pay for said bond.

Notice to the Contractor that repairs, renewals, or reconstruction as required under this provision of the specifications, may be made in the form of a registered letter, signed by the Owner and addressed to the Contractor liable for the cost of expense thereof.

Prospective bidders shall make a careful examination of the entire site of the project and shall make such explorations as may be necessary to determine the sub-surface and/or water conditions to be encountered; improvements and obstructions which may be encountered and especially those to be protected; disposal sites for surplus materials not designated to be salvaged; methods of providing ingress and egress to private as well as public property; methods of handling traffic during construction and maintenance of the entire project as well as any section thereof, and protection of all existing structures both above and below ground; and how the drawings fit the proposed project and especially if any discrepancies exist.

- d) SURETIES: No Sureties shall be accepted by the OWNER who are in default or delinquent on any bonds or who are interested in any litigation against the OWNER. All bonds shall be made on forms furnished by the OWNER and shall be executed by not less than one corporate surety authorized to do business in the State of Texas and acceptable to the OWNER. The sureties shall be listed in the most current Federal Register Treasury List. Each bond shall be executed by the CONTRACTOR and surety. Each surety shall designate an agent resident in the OWNER'S jurisdictional area acceptable to the OWNER to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship. The OWNER reserves the right to reject any and all sureties.
  - e) ADDITIONAL OR SUBSTITUTE BONDS: If at any time the OWNER is or becomes dissatisfied with any surety then upon the performance, bond payment, or maintenance bond, the CONTRACTOR shall, within five days after notice from the OWNER to do so, substitute an acceptable bond (or bonds), or provide an additional bond, in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such bond(s) shall be paid by the CONTRACTOR without recourse to the OWNER. No further payments under the contract shall be deemed due or payable until the substitute or additional bond(s) shall have been furnished and accepted by the OWNER.
7. CONDITIONS OF WORK: Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of this contract. Insofar as possible, the Contractor in carrying out his work must employ such methods or means as will not cause any interruption of or

interference with the work of any other Contractor. Prior to submission of a proposal, bidder shall have made a thorough inspection of the site of the work and a thorough examination of the Drawings and Specifications and shall become informed as to the nature of the work, labor conditions, and all other matters that may affect the cost and time of completion of the work.

Prospective bidders shall make a careful examination of the entire site of the project and shall make such explorations as may be necessary to determine the subsurface and/or water conditions to be encountered; improvements and obstructions which may be encountered and especially those to be protected, disposal sites for surplus materials not designated to be salvaged; methods of providing ingress and egress to private as well as public property; methods of handling traffic during construction and maintenance of the entire project as well as any section thereof; protection of all existing structures both above and below ground; and how the drawings fit the proposed project and especially if any discrepancies exist.

8. ADDENDA AND INTERPRETATIONS: No interpretation of the meaning of plans, specifications, or other pre-bid documents will be made to any bidder orally.

In the event of conflict between the Plans and Specifications, the Contractor will be deemed to have assumed the more expensive way of doing the work unless, before submitting a bid, the Contractor shall have asked for and obtained (by addendum) a decision as to which method or material is intended.

Every request for such interpretation should be made in writing, addressed to the City, City of Glenn Heights, 1938 S Hampton Road, Glenn Heights, Texas, 75154. Requests for consideration must be received by February 11, 2021, 2:00 PM. Any and all such interpretations and any supplemental instructions will be issued on the City website, not later than February 15, 2021. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from any obligation under his bid submitted.

Receipt of each addendum shall be acknowledged in the Bidder's proposal and all addenda shall be made a part of the contract documents.

9. POWER OF ATTORNEY: Attorneys-in-Fact who sign Bid Bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power-of-Attorney.
10. NOTICE OF SPECIAL CONDITIONS: Attention is particularly called to those parts of the contract documents and specifications which deal with the following:
- a) Contract time and liquidated damages
  - b) Insurance requirements
  - c) Special Conditions, Technical Specifications, and Special Notes
  - d) Sureties requirements

11. LAWS AND REGULATIONS: The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
12. METHOD OF AWARD - LOWEST RESPONSIVE BIDDER: If at the time this contract is to be awarded, the lowest bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the City as available to finance the contract, the contract will be awarded. If such bid exceeds such amount, the City may reject all bids. No combined or conditional bids will be accepted.

Unless the bids seem unreasonably high, the City anticipates awarding the contract promptly on the basis of the greatest advantage to the City, considering prices bid, ability, standing and reputation of bidder, capabilities for executing the work, and such other elements as the awarding authority may deem pertinent.

13. CONTRACT EXECUTION: Timing is of the essence in the performance of this project. That timing includes the urgency in proceeding with the execution of the contract documents. Hence, if, within twelve (12) days after award of the contract to the successful bidder by the City Council, the successful bidder has not provided to the City three (3) copies of the executed contract documents, the City may, at its sole discretion, declare the award of the contract null and void and upon such declaration, such award shall be null and void, and the contract may be awarded to the next lowest responsible bidder.

The aforementioned executed contract documents shall include the standard form of agreement, the performance bond, the payment bond, the maintenance bond, and certificates of insurance.

14. OBLIGATION OF BIDDER: At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or documents shall in no way relieve the bidder from any obligation in respect of his/her bid.
15. BID QUANTITIES: The estimated quantities of the various classes of work and materials under this contract are to be used only as a basis for estimating the probable cost of the work. It is understood and agreed that the actual quantities of work to be done and material to be furnished may differ somewhat from these estimates.
16. PRE-BID CONFERENCE: A virtual pre-bid conference will be held at **2:00 p.m., Friday, January 5, 2021**, via Microsoft Teams. Representatives of the City will be present to discuss the project. Bidders are encouraged to attend and participate in the conference. The City will transmit to all prospective bidders of record such Addenda as Engineer considers necessary in response to questions arising at the pre-bid conference. Refer to item number 8 above.

Microsoft Teams meeting Join on your computer or mobile app Click here to join the meeting<[https://teams.microsoft.com/join/19%3ameeting\\_OTZhMjVINTAtNGEwNy00ODI0LWE0NmltMzZIZTY4ZDZiM2Uy%40thread.v2/0?context=%7b%22Tid%22%3a%221fec5a81-5ccf-4dc4-99bb-0f8b2e75242b%22%2c%22Oid%22%3a%227b1c124c-29a1-4cc1-a6e3-159aa0de778c%22%7d](https://teams.microsoft.com/join/19%3ameeting_OTZhMjVINTAtNGEwNy00ODI0LWE0NmltMzZIZTY4ZDZiM2Uy%40thread.v2/0?context=%7b%22Tid%22%3a%221fec5a81-5ccf-4dc4-99bb-0f8b2e75242b%22%2c%22Oid%22%3a%227b1c124c-29a1-4cc1-a6e3-159aa0de778c%22%7d)>

17. PROCEDURE FOR SUBMITTING BID PROPOSAL: All bid proposals shall be submitted on forms furnished by the City; copies of which are bound with these documents. All blanks in the bid proposal form must be completed. If the bidder is a corporation, the president and secretary shall sign the bid proposal and the corporate seal shall be affixed to the proposal. In the event the bid proposal is executed by a person other than the president, attach to the bid proposal a certified copy of that section of the corporate by-laws or other authorization by the corporation which permits the person to execute the bid proposal for the corporation. If the bidder is a partnership, all partners shall execute the bid proposal, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the City shall be submitted.

If the bidder is a sole proprietor, he or she shall sign the bid proposal and state that he or she is a sole proprietor.

A sealed envelope containing the bid shall be clearly marked in the lower left-hand corner as follows: " **THE MESA WATER DISTRIBUTION IMPROVEMENTS, RFB 21-02** ", so that it will not be opened until the fixed time and date.

18. OPENING OF BIDS: Bids will be opened (unless obviously non-responsive) and read aloud publicly. An abstract of the amounts of the base bids and major alternates (if any) will be made available to Bidders no later than seven (7) days after the bid opening.
19. BID TABULATION AND EVALUATION: Bidders may withdraw their bid at any time prior to the time specified in the City's legal advertisement for the receipt of bids. No bidder shall withdraw, cancel, or modify the proposal after having been notified by the City in writing that the bid proposal has been accepted by the City. Also, the City reserves the right to reject the bid of any bidder if the City believes that it would not be in the best interest of the City to make an award to that bidder, whether because the bid is not responsive, or the Bidder is unqualified or has doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

All lump sum and unit prices must be stated in both script and in figures. In case of ambiguity or lack of clearness in stating prices in a bid, the City reserves the right to use scripts or numbers to apply throughout the bid calculations, or to reject the bid. Unreasonable (or

unbalanced) unit prices shall be a reason for the City to reject a bid. All prices must be firm for a period of sixty (60) days after the date of bid opening.

In evaluating Bids, the Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, completion time, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

If contract is to be awarded, it will be awarded to the lowest Responsible Bidder whose evaluation by the Owner indicates to the Owner that the award will be in the best interests of the Project.

20. RIGHTS RESERVED BY CITY: The City of Glenn Heights, Texas reserves the right to accept or to reject any or all bids, the right to accept alternate bids, or to waive any irregularities or informalities, in any bids received.
21. AWARD OF CONTRACT: The bid award shall be made by the City Council at a regular or special City Council meeting. However, the award shall not be binding upon the City until all the contracts have been properly executed by the bidder and the City, and the required bonds and insurance performed on account of the proposed contract have been duly executed and delivered.
22. SUBSTITUTE OR "OR-EQUIVALENT" ITEMS: The contract, if awarded, will be on the basis of materials and equipment described on the Plans/Drawings or as specified in the Specifications without consideration of possible substitute or "or-equivalent" items. Whenever it is indicated in the Plans/Drawings or specified in the Specifications that a substitute or "or-equivalent" items of material or equipment may be furnished or used by Contractor if acceptable to Engineer. Request for such acceptance shall be submitted to the City by February 11, 2021.
23. GOVERNING DOCUMENTS: This work shall conform to the requirements of these Specifications and the details as shown on the Drawings/Plans. Requirements of any of the Contract Documents are as binding as if called for by all. In the event of conflict between the Drawings and the Specifications, the Contractor will be deemed to have assumed the more expensive way of doing the work unless, before submitting a bid, the Contractor shall have asked for and obtained (by addendum) a decision as to which method or material is intended. The design of this project was based on several optional methods. If the contractor wants to bid the project on open cut, trenchless, or boring methods, he shall be required to submit shop drawings, details, and procedures for review and approval within ten (10) days of the bid opening. The City reserves the right to accept or reject any bids or plans and select another contractor's bid. Contractor shall note at the end of the "Bid Schedule" which method his bid is based upon. In case of conflict between the Referenced Specification, the Project Specifications, or the Plans, the most stringent Specification shall govern. Supplementary Conditions govern the General Conditions.

All Improvements described in the bid proposal and construction drawings/plans shall be done in accordance with the North Central Texas Council of Governments (NCTCOG)

Public Works Construction Standards, North Central Texas, Fifth Edition (Standard Specifications and Standard Drawings).

21. CONTRACT TIME: Each bidder by submitting a proposal has acknowledged that the number of calendar days allowed for completion of the contract, after receipt of a written order to commence work, is one hundred eighty (180) calendar days.

The work on these projects shall be completed based on an approved schedule submitted by the Contractor to the City after the award of the contract.

Time of completion of the contract is of the essence. Liquidated damages shall be assessed at a rate of five hundred dollars (\$500.00) per day for the delayed completion of the construction project.

**SECTION II**  
**BIDDER'S QUALIFICATION STATEMENT FORM**

## BIDDERS QUALIFICATION STATEMENT

Send to: Purchasing Department  
City of Glenn Heights  
1938 S Hampton Road  
Glenn Heights, Texas 75154

**PROJECT: THE MESA WATER DISTRIBUTION IMPROVEMENTS, RFB 21-02**

CONTRACTOR: \_\_\_\_\_

Indicate One:

\_\_\_\_\_ Sole Proprietor      \_\_\_\_\_ Partnership      \_\_\_\_\_ Corporation      \_\_\_\_\_ Joint Venture      \_\_\_\_\_ Other

NAME: _____	PARTNER: _____
TITLE: _____	TITLE: _____
ADDRESS: _____	ADDRESS: _____
CITY: _____	CITY: _____
STATE & ZIP: _____	STATE & ZIP: _____
PHONE (____) _____	PHONE (____) _____

State and Date of Incorporation, Partnership, Ownership, Etc \_\_\_\_\_

Location of Principal Office: \_\_\_\_\_

Contact and Phone at Principal Office: \_\_\_\_\_

FAX at Principal Office: \_\_\_\_\_

Liability Insurance Provider and Limits of Coverage: \_\_\_\_\_

Workers Compensation Insurance Provider: \_\_\_\_\_

Surety (Performance and Payment): \_\_\_\_\_

Address: \_\_\_\_\_

Contact and Phone: \_\_\_\_\_

Total number of employees to be associated with this job: \_\_\_\_\_

Managerial: \_\_\_\_\_ Administrative: \_\_\_\_\_ Professional: \_\_\_\_\_

Skilled: \_\_\_\_\_ Semi-skilled: \_\_\_\_\_ Other: \_\_\_\_\_

Percentage of Work to be done by bidder (Based on Dollars bid): \_\_\_\_\_

Type(s) of Work to be done by bidder (examples: utility construction, concrete paving, water lines, sanitary sewer lines, storm pipe, storm inlets, excavation, etc.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Access to tools and equipment: Percent Owned \_\_\_\_\_ %      Percent Rented \_\_\_\_\_ %

Number of years in business as a contractor on above types of work: \_\_\_\_\_

Types of work to be done by subcontractors: Include name, address, and phone number of subcontractors. Use additional sheets if needed.

TYPE OF WORK

SUB CONTRACTOR

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

List your most current completed projects with information similar to the type of work bid. (Use additional sheets if necessary)

Project: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
Owner/Agency: \_\_\_\_\_  
Year Built: \_\_\_\_\_ Contract Price: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Project: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
Owner/Agency: \_\_\_\_\_  
Year Built: \_\_\_\_\_ Contract Price: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Project: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
Owner/Agency: \_\_\_\_\_  
Year Built: \_\_\_\_\_ Contract Price: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Trade References (list company, address, contact person, and phone)

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Bank References: (list institution, address, contact person, and phone)

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Claims and Suits (If the answer to any of the questions below is yes, please attach details):

Has your organization ever failed to complete any work awarded to it? \_\_\_\_\_

Are there any judgments, claims arbitration proceedings, or suits pending or outstanding against your organization or its officers? \_\_\_\_\_

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? \_\_\_\_\_

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? \_\_\_\_\_

I \_\_\_\_\_ being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Name of Organization: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature) (Title)

**STATE OF TEXAS**  
**COUNTY OF \_\_\_\_\_**

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_

seal

\_\_\_\_\_  
Notary Public in and for said County and State

My Commission Expires: \_\_\_\_\_

## BIDDERS AFFIDAVIT

(Note: Failure or refusal to complete this form may result in rejection of your bid.)

The undersigned Contractor/Bidder certifies that safety records from the Dallas OSHA office or the local OSHA office in which this firm does business does not reflect penalties for six (6) or more serious violations, none of which may be repeat violations; nor does it reflect three (3) or more willful violations, none of which may be repeat violations within the preceding three (3) years.

**(Attach Safety Record from appropriate OSHA office)**

(Print or Type in permanent black ink)

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Name of Signatory	Title
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Address w/City, State & Zip

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Corporate Authorized signatory (Only)	Title
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Address w/City, State & Zip

\*(Note: The above signature must be by a corporate officer, attach copy of official appointment.)

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Legal Name of Bidder	Address
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SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ to certify which, witness my hand and seal of office affixed hereto.

seal

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Notary Public in and for said County and State

My Commission Expires: \_\_\_\_\_

## SURETY INFORMATION SHEET

Name of Surety \_\_\_\_\_

Address of Surety Company \_\_\_\_\_

Telephone number of Surety Company \_\_\_\_\_

Home Office Number \_\_\_\_\_

Local Office Number \_\_\_\_\_

### Resident Agent Information

Resident Agent's Name \_\_\_\_\_

Resident Agent's Address \_\_\_\_\_

Resident Agent's Telephone Number \_\_\_\_\_

Is the surety listed on the current Federal Register?      Yes \_\_\_\_\_ No \_\_\_\_\_

Proof must be provided to the City that the Surety is authorized to do business in Texas.

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**SECTION III  
BID PROPOSAL FORM**

**BID PROPOSAL  
FOR  
CITY OF GLENN HEIGHTS, TEXAS  
FOR  
THE MESA WATER DISTIRBUTION IMPROVEMENTS, RFB 21-02**

\_\_\_\_\_, 2021

To: The Honorable  
Mayor and City Council  
City of Glenn Heights  
1938 S Hampton Road  
Glenn Heights, TX 75154

The undersigned bidder, pursuant to the foregoing advertisement for bids, has carefully examined this bid proposal, the contract documents, special provisions, general provisions, special conditions, and the specifications and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services and any other items necessary to successfully commence and complete fully all the work as provided for in the plans, specifications and contract documents; and further binds himself upon formal acceptance of this Bid Proposal to execute a contract and bonds, according to the prescribed forms, for performing and completing the said work within the required time.

It is understood that the following quantities of work to be done are approximate only and are intended principally to serve as a guide in calculating the bids. It is further understood that the quantities of work to be done and materials to be furnished may be increased or decreased as may be considered necessary, in the opinion of the City, to complete the work as fully planned and contemplated, and that all quantities of work whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

No Texas sales tax shall be included on the prices bid for tangible personal property which is to be incorporated into and becomes a part of the finished project under this contract. This contract is issued by the City which qualifies for exemption pursuant to the provisions of Article 20.04 (1) of the Texas Limited Sales, Excise and Use Tax Act. The Contractor becomes a Seller of tangible personal property which is to be incorporated into and becomes a part of the finished project under this contract. Such materials which are made a part of the finished project are tax exempt. Equipment rentals, form materials, etc., which are used to construct the project and not incorporated in the finished project are not tax-exempt. As a Seller, the contractor may issue a Re-Sale Certificate in lieu of paying the sales tax at the time of purchase. The Re-Sale Certificate issued by the contractor in lieu of the sales tax shall comply with the State Comptroller's ruling No. 95-0.07. The Contractor must then receive an exemption certificate from the City for the materials incorporated into the project. Any such exemption certificate issued by the City in lieu of the sales tax shall be subject to the provisions of the State Comptroller's ruling No. 95-0.09 as amended to be effective October 2, 1968.

The unit prices shall include all labor, materials, equipment, overhead, profit, insurance, etc., to cover the completed work of the several kinds called for.

The work proposed to be done shall be accepted when fully completed and finished in accordance with the plans and specifications, to the satisfaction of the City. The undersigned certifies that the bid prices contained in this Bid Proposal have been carefully checked and are submitted as correct and final.

The undersigned bidder hereby declares that he/she has visited the site of the work and has carefully examined the contract documents and specifications pertaining to the work covered by the above bid, and he further agrees to commence work within seven (7) days after the date of written notice to do so shall have been given to him, and to substantially complete the same within the specified time limit, after the date of written notice to commence work has been issued.

Enclosed with this bid proposal is a cashier's check for \_\_\_\_\_ Dollars and \_\_\_\_\_ cents (\$ \_\_\_\_\_), or a bidder's bond in the sum of \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$ \_\_\_\_\_), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event this proposal is accepted, and awarded by the Owner within sixty (60) days after the date bids are opened and the undersigned bidder fails to execute the contract and required bonds within seven (7) days after the date said proposal is awarded. Otherwise said check or bond will be returned to the undersigned bidder upon demand.

In the event of the award of a Contract to the Bidder, the Bidder will furnish Performance and Payment Bond for the full amount of the Contract, to secure proper compliance with the terms and provisions of the Contract, to insure and guarantee the work until final completion and acceptance, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the Contract.

Receipt is acknowledged of the following addenda to the Projects:

Addendum No. 1 dated \_\_\_\_\_

Addendum No. 2 dated \_\_\_\_\_

Addendum No. 3 dated \_\_\_\_\_

Addendum No. 4 dated \_\_\_\_\_

Respectfully Submitted,

Seal if bidder is a  
corporation

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Signature

Title: \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Bidder shall check appropriate business entity:

\_\_\_\_\_ A corporation organized and existing under the laws of the State of Texas.

\_\_\_\_\_ A corporation organized and existing under the laws of the State of \_\_\_\_\_  
(If a non-Texas Corporation, please attach a copy of the corporation's Articles of Incorporation.)

\_\_\_\_\_ A partnership consisting of \_\_\_\_\_

\_\_\_\_\_ A sole proprietorship owned by \_\_\_\_\_, an individual.



## BID SCHEDULE

### THE MESA WATER DISTRIBUTION IMPROVEMENTS, RFB 21-02

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	4,800	LF	6" water main w/ fittings, trenching, embedment, backfilling, and surface restoration:  _____ Dollars and _____ Cents per linear foot	\$ _____	\$ _____
2	10,300	LF	8" water main w/ fittings, trenching, embedment, backfilling, and surface restoration:  _____ Dollars and _____ Cents per linear foot	\$ _____	\$ _____
3	24	EA	6" Gate valve and box:  _____ Dollars and _____ Cents per each	\$ _____	\$ _____
4	28	EA	8" Gate valve and box:  _____ Dollars and _____ Cents per each	\$ _____	\$ _____
5	41	EA	Fire hydrant assembly with 6" PVC lead, all fittings, Gate Valve, installation, and painting:  _____ Dollars and _____ Cents per each	\$ _____	\$ _____
6	130	EA	¾" Polyethylene residential water service (short side / same side as water main):  _____ Dollars and _____ Cents per each	\$ _____	\$ _____
7	140	EA	¾" Polyethylene residential water service (long side / crossing roadway):  _____ Dollars and _____ Cents per each	\$ _____	\$ _____
8	500	LF	Remove and replace existing curb and gutter, complete in place:  _____ Dollars and _____ Cents per linear foot	\$ _____	\$ _____
9	1,800	SY	Cut, remove, and replace concrete driveway complete in place:  _____ Dollars and _____ Cents per square yard	\$ _____	\$ _____

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
10	550	LF	Sawcut, remove, and replace existing asphalt pavement (5 feet wide strip):  _____ Dollars and _____ Cents per linear foot	\$ _____	\$ _____
11	15,100	LF	Trench excavation safety and support:  _____ Dollars and _____ Cents per linear foot	\$ _____	\$ _____
12	18	EA	Remove and deliver existing fire hydrant:  _____ Dollars and _____ Cents per each	\$ _____	\$ _____
13	4,000	SF	Remove and replace 4" sidewalk:  _____ Dollars and _____ Cents per square foot	\$ _____	\$ _____
14	1	LS	SWPPP, erosion and siltation control:  _____ Dollars and _____ Cents per lump sum	\$ _____	\$ _____
15	1	LS	Traffic control and warning devices and implementation:  _____ Dollars and _____ Cents per lump sum	\$ _____	\$ _____
16	4,000	SY	Block sodding:  _____ Dollars and _____ Cents per square yard	\$ _____	\$ _____
17	400	CY	Flowable Fill:  _____ Dollars and _____ Cents per cubic yard	\$ _____	\$ _____
18	12	EA	Pedestrian ramp:  _____ Dollars and _____ Cents per each	\$ _____	\$ _____
19	1	LS	Project sign:  _____ Dollars and _____ Cents per lump sum	\$ _____	\$ _____

TOTAL BID OF ITEMS 1 THRU 19: \$ _____	DOLLARS
AND _____	CENTS.
NOTE:	
CONTRACT TIME IS ONE HUNDRED EIGHTY (180) CALENDAR DAYS.	

All work that is not specified by a bid item, but that is necessary to complete the work, shall be considered subsidiary to the bid items and will not be eligible for separate pay.

Where a bid item specifies "as directed" it shall mean the work can only be performed when the City believes the additional improvements are needed. As directed items will not be used unless deemed necessary by the City.

The replacement of existing water main may be completed using any and all of the following options.

Option I- Replace the existing line with the new PVC pipe in the same trench. Must maintain water service to residents using a temporary 3-inch (minimum) water line during the water line construction.

Option II- Replace the existing lines by installing the new PVC pipe in a separate trench minimum 30" from the existing line and staying between 3-8 feet from back of existing curbs. The existing water lines may be used until the final connections service is completed.

Option III- Pipe bursting the existing lines by the trenchless method and using the polyethylene pipes. Temporary water lines must be provided for continuous service to residents.

Bidder must specify the use of its intended method of waterline construction in details in the space provide below and on the next page.

Detailed Description of Intended Waterline Installation Method(s):

Continued - Detailed Description of Intended Waterline Installation Method(s):

SECTION IV  
CONTRACTOR'S AFFIDAVIT FORM

**CONTRACTOR'S AFFIDAVIT OF FINAL PAYMENT RELEASE**

STATE OF TEXAS

BEFORE ME, the undersigned Notary Public, State of \_\_\_\_\_, County of \_\_\_\_\_ on this day personally appeared \_\_\_\_\_, who after being by me duly sworn, deposes, and says as follows:

1. That he/she is \_\_\_\_\_ (Title), of

\_\_\_\_\_,  
(Contractor"), a \_\_\_\_\_ (type of entity, such as corporation, partnership, sole proprietorship, etc.) situated in the County of \_\_\_\_\_, State of \_\_\_\_\_, and the City of Glenn Heights, Texas (the "City"), a municipal corporation, situated in the State of Texas, awarded Contractor a contract, the terms of which are set forth in a written document dated, \_\_\_\_\_ 20 \_\_\_\_\_ and titled

\_\_\_\_\_  
(hereinafter, the "**Contract Documents**") for a total consideration of \_\_\_\_\_ **DOLLARS AND** \_\_\_\_\_ **CENTS** (\$ \_\_\_\_\_) for the labor, services and/or materials to be provided to the City (the "**THE MESA WATER DISTRIBUTION IMPROVEMENTS**" **RFB 21-02** and said total consideration includes the amounts set forth in written, agreed-upon change order(s), if any, arising from or relating to the **Contract Documents** and/or the **PROJECT**.

- 2. That, the City has reviewed and approved the Contractor's completion of the **PROJECT**;
- 3. That, Contractor has fully satisfied and paid any and all claims that may be covered by Chapter 53 of the Texas Property Code, as amended, as well as any and all bonding requirements under the Texas Local Government Code (ex., **Section 252.044. Contractor's Bond**), as amended and/or the Texas Government Code (ex., **Chapter 2253. Public Work Performance and Payment Bonds**), as amended, or any other applicable state statutes or Charter provisions of the City;
- 4. That, all bills for labor, services, and/or materials that arose from or relate to the **PROJECT** have been paid and discharged by Contractor;
- 5. That, in addition to any funds which may have been previously paid by the City, the Contractor hereby accepts the amount of: \_\_\_\_\_ DOLLARS and \_\_\_\_\_ CENTS (\$ \_\_\_\_\_) as **FULL AND FINAL PAYMENT** for the **PROJECT**, and waives and releases any right he/she or his/her above-named company, (as well as his/her/its successors and assigns) may have to pursue claims of any nature against the City arising out of or in any manner connected with the

performance of and the completion of the **Contract Documents** and/or the **PROJECT**, including but not limited to, claims for damages suffered by third parties or Contractor due to any cause, as well as claims for delay, additional compensation, or for recovery of liquidated damages which may have been withheld by the City.

6. This Affidavit is given pursuant to the final payment provisions of the **Contract Documents**, and shall not be deemed to alter or modify the terms and provisions of the **Contract Documents**.

seal (if corporation)

\_\_\_\_\_  
Contractor (Company Name)

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name and Title)

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned Notary Public in and for said County and State, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20

seal

\_\_\_\_\_  
Commission Expires:

\_\_\_\_\_  
Notary Public in and for said County and State

SECTION V  
STANDARD FORM OF CONTRACT

STATE OF TEXAS

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between the City of Glenn Heights, Texas a municipal corporation of Dallas county and Ellis County, Texas acting through the Mayor and City Secretary, thereunto duly authorized so to do, Party of the First hereinafter termed City; and \_\_\_\_\_ a (corporation, sole proprietorship) of \_\_\_\_\_ County, Texas, acting under the laws of the State of Texas, Party of the Second Pan, hereinafter termed Contractor.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City, the undersigned Contractor hereby agrees with said City to commence and complete **THE MESA WATER DISTRIBUTION IMPROVEMENTS, RFB 21-02**. All work in connection with this project shall be done under the terms, conditions, and as provided for in the contract documents and in accordance with the plans and specifications, all of which are attached hereto and incorporated herein for all purposes.

It is further agreed that the General Conditions and Specifications have been identified by the endorsement of the Contractor.

The Contractor further agrees at its sole cost and expense to furnish without limitation all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction in accordance with the conditions and prices stated in the bid proposal, attached hereto and incorporated herein for all purposes.

The Contractor hereby agrees to commence work within seven (7) days after the date of written notice by the City to commence work and to prosecute same diligently without interruption within specified time limit, after date of the written notice to proceed.

Until written acceptance of the work by the City, all risks of loss, injury, or destruction from any cause, shall be borne by the Contractor. Responsibility of the Contractor shall extend to materials and equipment.

The Contractor further agrees to carry and maintain the following insurance, and to submit certificates to evidence same to the satisfaction of the City prior to starting any work covered by this agreement. The certificates shall state that ten (10) days written notice by way of certified mail shall be given to the City by the insurance company before any policy covered thereby is changed or canceled:

- A. Workmen's Compensation as required by law.
- B. Comprehensive and General Public Liability Insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.
- C. Property Damage Insurance with limits of at least \$2,000,000 per occurrence and \$2,000,000 aggregate.

D. Comprehensive Automobile Liability Insurance with limits of at least \$2,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, and \$2,000,000 per occurrence for property damage.

The insurance as required herein shall include an endorsement to provide indemnification to the City and the certificates evidencing such insurance shall include a specific reference to such indemnification which requires the City to be named as an additional insured.

**THE CONTRACTOR FURTHER AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY AND ITS EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY FOR LOSS, DAMAGE OR EXPENSE FOR WHICH THE CITY MAY BE HELD LIABLE BY REASON OF INJURY (INCLUDING DEATH) TO ANY PERSON OR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE OPERATION TO BE PERFORMED UNDER THIS AGREEMENT.**

The City agrees to pay the Contractor in current funds for the performance of the work herein contracted to be done in accordance with the provisions of the General Conditions, Specifications and Proposal, and any attachments thereto, all of which are made a part hereof and collectively evidence and constitute the entire agreement, and in accordance with the provisions of Article 5160 of the revised Civil Statutes of Texas as amended. (Could also be "Vernon's Texas Codes Annotated-Government Code-Title 10, as amended.)

The Contractor agrees that this agreement shall not be transferred, assigned, or subcontracted without the advance written approval of the City. Subcontracting shall not relieve the Contractor of its primary responsibility.

The Contractor shall furnish and maintain all necessary safety equipment, e.g., barriers, barricades, signs, warning lights, or guards to provide adequate protection of persons and property.

IN WITNESS WHEREOF, the parties to these presents have hereunto executed this agreement on the day of \_\_\_\_\_ 2021.

**ATTEST**

**CITY OF GLENN HEIGHTS, TEXAS**

\_\_\_\_\_  
City Secretary

**ATTEST**

**CONTRACTOR**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Official

(Affix corporate seal)

By:

\_\_\_\_\_  
Print Name and Title

SECTION VI  
PERFORMANCE BOND

**PERFORMANCE BOND**

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS. that \_\_\_\_\_ (hereinafter called the Principal) as Principal, and \_\_\_\_\_, a \_\_\_\_\_, organized and existing under the laws of the State of Texas with its principal office in the City of \_\_\_\_\_, Dallas and Ellis Counties \_\_\_\_\_, State of \_\_\_\_\_ (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Glenn Heights, Texas (hereinafter called the Obligee) in the amount of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2021, which contract, and the plans and specifications therein mentioned are hereby expressly made a part thereof as though the same were written and embodied herein;

NOW, THEREFORE, the condition of this obligation is such, that, if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of Vernon's Texas Codes Annotated- Government Code- Title 10, as amended, and in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code), as amended; liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

(seal)

**PRINCIPAL:**

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Name and Title)

**ATTEST:**

(Authorized Official)

(seal)

**SURETY:**

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Name and Title)

**ATTEST:**

(Authorized Official)

**SECTION VII  
PAYMENT BOND**

**PAYMENT BOND**

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
(hereinafter called the Principal) as Principal, and \_\_\_\_\_ a  
corporation organized and existing under the laws of the State of Texas with its principal office in the City  
of \_\_\_\_\_, (hereinafter called the Surety), as \_\_\_\_\_  
Surety, are held and firmly bound unto the City of Glenn Heights, Texas (hereinafter called the Obligee in  
the amount of \_\_\_\_\_ Dollars  
and \_\_\_\_\_ Cents (\$ \_\_\_\_\_ ), for the payment whereof, the said  
Principal and Surety bid themselves, and their heirs, administrators, executors, successors, and assigns,  
jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the \_\_\_\_\_ day  
of \_\_\_\_\_, 2021, the plans and specifications, which Agreement is hereby referred to and  
made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such, that, if the said Principal shall pay all  
claimants supplying labor and material to it or a subcontractor in the prosecution of the work provided for  
in said Agreement, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of  
Vernon's Texas Codes Annotated- Government Code- Title 10, as amended; and in accordance with Section  
1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas  
Insurance Code), as amended; and liabilities on this bond to all such claimants shall be determined in  
accordance with the provisions of said Article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this  
\_\_\_\_\_ day of \_\_\_\_\_, 2021.

(seal)

**PRINCIPAL:**

\_\_\_\_\_  
(Authorized Representative)

By: \_\_\_\_\_  
(Representative Title)

**ATTEST:**

(Authorized Official)

(seal)

**SURETY:**

\_\_\_\_\_  
(Authorized Representative)

By: \_\_\_\_\_  
(Representative Title)

**ATTEST:**

\_\_\_\_\_  
(Authorized Official)

**SECTION VIII**  
**MAINTENANCE BOND FORM**

MAINTENANCE BOND

STATE OF TEXAS
COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_, as Principal, and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto the City of Glenn Heights, Texas, as Obligee, in the penal sum of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents, (\$ \_\_\_\_\_) for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns by these presents.

WHEREAS, \_\_\_\_\_ entered into a written agreement with the City of Glenn Heights, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, which agreement and contract documents therein mentioned are hereby expressly made a part hereof as though the same were written and embodied herein.

WHEREAS, under the plans, specifications, general conditions, and instructions to bidders and any attachments thereto herein referred to as contract documents, the Contractor shall keep in good repair the work therein contracted to be done and performed thereunder for a period of one (1) year, beginning from the date of completion of the agreement and final acceptance by the City, it being understood that the purpose of this section is to cover only defective conditions arising by reason of defective materials, work, or labor performed by the said Contractor;

NOW, THEREFORE, if the said Contractor shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of one (1) year, as provided, then these presents shall be null and void, and have no further effect, but if default shall be made by the said Contractor in the performance of its contract to so maintain and repair said work, then these presents shall have full force and effect, and the said City of Glenn Heights, Texas, shall have and recover from the said Contractor and its Surety damages in the premises, as provided for in said contract documents.

PROVIDED, HOWEVER, there shall be no liability on the surety for any damage resulting from fire, acts of God or accidents.

IN WITNESS WHEREOF, this instrument is executed and sealed this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Principle/Contractor  
By: \_\_\_\_\_  
Title

\_\_\_\_\_  
SURETY  
By \_\_\_\_\_  
Attorney in Fact

WITNESS AS TO SURETY:  
\_\_\_\_\_

SECTION IX  
GENERAL CONDITION AND  
CONSTRUCTION SPECIFICATIONS

# General condition and Construction Specification

North Central Texas Council of Government Construction Specification Fifth Edition. Addition Must be followed for all work to be done for this project. In case of any conflicts between plans, specifications, notes, details, etc., the most stringent method shall be considered.

**SECTION X  
CONSTRUCTION PLAN**





**RESOLUTION NO. R-11-21**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, AUTHORIZING THE ESTABLISHMENT, FUNDING, AND IMPLEMENTATION OF THE WINTER STORM 2021 HOME REPAIR INCENTIVE PROGRAM, TO BE FUNDED IN THE TOTAL AMOUNT OF \$500,000.00, FOR THE PURPOSE OF PROVIDING A ONE-TIME GRANT UP TO A MAXIMUM GRANT AMOUNT OF \$500 TO OWNERS OF HOMES LOCATED IN THE CITY OF GLENN HEIGHTS THAT SUFFERED WATER DAMAGE DUE TO WINTER STORM 2021, SAID PROGRAM TO BE MANAGED BY THE CITY'S OFFICE OF COMMUNITY ENGAGEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, during the week of February 13 through 17, 2021, the City experienced a major winter snow and ice storm officially known as the February 13-17 2021 Winter Storm and unofficially known as Winter Storm Uri ("Winter Storm 2021"), which brought to the City sustained air temperatures below freezing causing water and/or wastewater pipes in many homes located in the City to burst, resulting in damage to the structure of those homes; and

**WHEREAS**, Texas Local Government Code Chapter 380 allows the City to provide incentives for the promotion of economic development; and

**WHEREAS**, the promotion of the maintenance of existing habitable housing stock in the City promotes economic development within the City and is essential for the continued economic growth and vitality of the City; and

**WHEREAS**, it is well established that the availability of quality housing stock encourages the relocation of businesses and attracts new business enterprises as well as the expansion of existing business enterprises within the City, which in turn stimulates growth, creates jobs and increases property and sales tax revenues; and

**WHEREAS**, repair and maintenance of residential housing stock will attract and encourage business relocation and expansion since business will look to the available housing stock to meet the needs of management and the work force; and

**WHEREAS**, the City has determined that providing an economic development incentive for the repair of damage to the housing stock cause by Winter Storm 2021 will further the objectives of the City, will benefit the City and the City's inhabitants and will promote the local economic development and stimulate business and commercial activity in the City,

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

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

**SECTION 2.** There is hereby established the City of Glenn Heights Winter Storm 2021 Home Repair Incentive Program (the “Program”), funded in the total amount of Twenty Thousand Dollars (\$500,000.00) from the General Fund fund balance, for the purpose of providing one-time grants (one grant per residential home and/or applicant), with a maximum grant amount of Five Hundred Dollars (\$500.00), to reimburse owners of residential homes located in the City for expenses incurred in repair of water damage to the homes suffered as a result of Winter Storm 2021, which damage is limited to water damage to the structure of the homes, including damage to plumbing, pipes, sheetrock, walls, flooring, subflooring, ceiling, roof, and other structural elements, but not to include damage to furniture, contents, appliances and items of personal property. Amounts that were or, upon proper application for coverage, could be covered by grants available through the Federal Emergency Management Agency (“FEMA”) or that were or may, upon proper application for coverage, be covered under any policy of insurance shall not be eligible for reimbursement under the Program. Applicants shall be required to provide sufficient proof of (1) ownership of the affected residential home for the period from February 13, 2021 to the time of application, (2) damage caused by Winter Storm 2021, and (3) receipts for expenses paid in repair of the damage. The Program shall be managed, administered, and implemented by the City’s Office of Community Engagement, which is hereby authorized negotiate and execute economic development agreements to provide grants under the Program, subject to availability of funding for such Program.

**SECTION 3.** This Resolution shall become effective immediately from and after its passage.

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

CITY OF GLENN HEIGHTS, TEXAS

---

HARRY A. GARRETT, MAYOR

ATTEST:

---

BRANDI BROWN, CITY SECRETARY

APPROVED AS TO FORM:

---

VICTORIA W. THOMAS, CITY ATTORNEY  
(030321vwtTM120953)

STATE OF TEXAS

§  
§  
§  
§

**Winter Storm 2021 Home Repair Program  
Incentive Agreement**

COUNTY OF DALLAS

This Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Glenn Heights, Texas (the “City”) and \_\_\_\_\_ (“Property Owners”), acting by and through their respective authorized officers and representatives. The City and the Property Owners may each be referred to herein as a “Party” and collectively as the “Parties”.

**WITNESSETH:**

**WHEREAS**, the Property Owners are the owners of a single-family/multi-family residential structure located at \_\_\_\_\_, Glenn Heights, Texas (the “Residence”); and

**WHEREAS**, during the week of February 13 through 17, 2021, the City experienced a major winter snow and ice storm officially known as the February 13-17 2021 Winter Storm and unofficially known as Winter Storm Uri (“Winter Storm 2021”), which brought to the City sustained air temperatures below freezing causing one or more water and/or wastewater pipes at the Residence to burst, resulting in damage to the structure of the Residence; and

**WHEREAS**, Texas Local Government Code Chapter 380 allows the City to provide incentives for the promotion of economic development; and

**WHEREAS**, the promotion of the maintenance of existing habitable housing stock in the City promotes economic development within the City and is essential for the continued economic growth and vitality of the City; and

**WHEREAS**, it is well established that the availability of quality housing stock encourages the relocation of businesses and attracts new business enterprises as well as the expansion of existing business enterprises within the City, which in turn stimulates growth, creates jobs and increases property and sales tax revenues; and

**WHEREAS**, repair and maintenance of residential housing stock will attract and encourage business relocation and expansion since business will look to the available housing stock to meet the needs of management and the work force; and

**WHEREAS**, the City has determined that providing an economic development incentive for the repair of damage to the housing stock cause by Winter Storm 2021 in accordance with this Agreement will further the objectives of the City, will benefit the City and the City’s inhabitants and will promote the local economic development and stimulate business and commercial activity in the City,

**NOW THEREFORE**, in consideration of the foregoing and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and on the terms and conditions hereinafter set forth, the Parties agree as follows:

**Article I  
Term**

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

**Article II  
Definitions**

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Approved Project” shall mean a project for home repairs to the Residence consisting of structural repairs of water damage resulting from Winter Storm 2021 to pipes, plumbing, electrical elements, floors, subfloors, walls, sheetrock, ceiling, and/or roof of the Residence but not including damage to land or any furniture, contents, appliances, or personal property located in or around the Residence, as approved by the City of Glenn Heights Office of Community Engagement as being eligible for an incentive under the Winter Storm 2021 Home Repair Program Home Improvement Incentive Program.

“City” shall mean the City of Glenn Heights, Texas.

“Completion of Repairs” shall mean the date upon which the City’s Building Official or his/her designee confirms, by inspection, that the Approved Project has been completed in accordance with all applicable regulations and laws.

“Effective Date” shall mean the last date of execution hereof.

“Event of Bankruptcy or Insolvency” shall mean insolvency, appointment of receiver for the Property Owners and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Property Owners and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Expiration Date” shall mean two (2) years from Completion of Construction.

“Home Repair Program” shall mean the city of Glenn Heights Home Winter Storm 2021 Home Repair Incentive Program adopted by Resolution No. \_\_\_\_\_.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general

and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Property Owners or any property or any business owned by Property Owners within the City.

“Incentive” shall mean an economic development incentive grant in the amount of \$ \_\_\_\_\_, which is an amount equal to the costs paid by the Property Owners for structural repairs to the Residence due to water damage resulting from Winter Storm 2021, with payment of those costs being evidenced by receipts submitted with the grant application and approved by the Office of Community Engagement, up to a maximum incentive amount of \$500.00.

“Residence” shall mean the single-family/multi-family residential structure, located at \_\_\_\_\_, Glenn Heights, Texas.

“Property Owners” shall mean the owners of the Residence.

### **Article III Economic Development Incentive**

3.1 **Payment.** Subject to the Property Owners’ continued satisfaction of the terms and conditions of this Agreement and the obligation of the Property Owners to repay the Incentive pursuant to Section 5.2 hereof, the City agrees to provide the Incentive to the Property Owners to be paid in a single lump-sum payment within fourteen (14) calendar days of the Effective Date.

3.2 **Current Revenue.** The Incentive made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City. Under no circumstances shall City’s obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the City’s obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution or other party.

### **Article IV Incentive Conditions**

The City’s obligation to pay the Incentive shall be conditioned upon the Property Owners’ continued compliance with and satisfaction of the terms and conditions of this Agreement and each of the conditions set forth in this Article.

4.1 **Representations as to Third Party Payments.** The Property Owners make the following representations and acknowledge that but for the truth of these representations, the Incentive would not be provided: The Property Owners have made application to the Federal Emergency Management Agency (“FEMA”) and to the insurance carrier providing homeowners or other insurance coverage for the Residence and to any other insurance carrier that may provide funding for any portion of the cost of the Approved Project. After consideration and crediting all financial benefits received from those sources and from any other third-parties, the

Property Owners have still incurred an expense for repairs in the Approved Project in an amount equal to or exceeding the Incentive.

4.2 **Inspections.** The Property Owners agree to submit to periodic inspections of the Residence by the City during the period beginning with the Effective Date and ending on the Completion of Repairs.

4.3 **Repair Costs.** The repair costs incurred and paid by the Property Owners for the Approved Project shall be at least \$500.00 (the “Certified Costs”). The Property Owners shall, as a condition precedent to the payment of the Incentive, provide copies of invoices, receipts and other documentation as may be reasonably requested by the City to verify the costs incurred and paid by the Property Owners for work performed on the Approved Project.

4.1 **Completion of Repairs.** The Property Owners shall cause Completion of Repairs for the Approved Project to occur on or before six (6) calendar months after the Effective Date.

## **Article V Termination**

5.1 This Agreement shall terminate upon the occurrence of any one of the following:

- (a) mutual agreement of the parties;
- (b) the Expiration Date;
- (c) at the City’s option, if any Impositions owed to the City or the State of Texas by Property Owners shall become delinquent (provided, however Property Owner retains the right to timely and properly protest and contest any such Impositions);
- (d) by the City, in the event Property Owners breach any of the terms or conditions of this Agreement and such breach is not cured within sixty (60) days after written notice thereof;
- (e) by the City, in the event the City determines, upon reasonable evidence, that any representation of the Property Owners set forth in the application for the Incentive, in the documents provided in support of the application, or in this Agreement was false when made or provided to the City;
- (f) by City, if the Property Owners suffer an Event of Bankruptcy or Insolvency;
- (g) by City, if any subsequent Federal or State legislation or any final, non-appealable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or
- (h) the sale or transfer of the Residence within one (1) year of the Effective Date.

5.2 In the event of termination by the City pursuant to 5.1(c), (d), (e), (f) (g) or (h) the Property Owners shall immediately repay to the City an amount equal to Incentive paid to Property Owners prior to termination of this Agreement. Should repayment not occur within thirty (30) calendar days of notice of termination and/or demand for repayment, the City may

take all available legal steps for recovery of the Incentive, up to and including the placing of a lien upon the Residence and the real property associated with the Residence Property and/or the filing of a lawsuit to recover the Incentive. Property Owners acknowledge that they will be responsible for payment of the City's attorney's fees and other costs of collection, including but not limited to those associated with the filing and prosecuting a lawsuit and the expenses of collection and execution of any judgment obtained.

**Article VI  
Miscellaneous**

6.1 **Assignment.** This Agreement may not be assigned without the prior written consent of the City.

6.2 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto.

6.3 **Limitation on Liability.** It is understood and agreed between the parties that the Property Owners and/or Property Owner, in satisfying the conditions of this Agreement, have acted independently, and City assumes no responsibilities or liabilities to third parties in connection with these actions.

6.4 **No Joint Venture.** It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

6.5 **Authorization.** Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.6 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered.

If intended for Property Owners:

\_\_\_\_\_

Glenn Heights, Texas 75154

If intended for City, to:

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

With a copy to:

Victoria W. Thomas  
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.  
1800 Lincoln Plaza  
500 N. Akard  
Dallas, Texas 75201

6.7 **Entire Agreement.** This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

6.8 **Governing Law.** The Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.9 **Amendment.** This Agreement may only be amended by the mutual written agreement of the Parties.

6.10 **Legal Construction.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.11 **Recitals.** The recitals to this Agreement are incorporated herein.

6.12 **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.13 **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

**Executed** on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**City of Glenn Heights, Texas**

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

**Approved As To Form:**

**Attest:**

By: \_\_\_\_\_  
Victoria W. Thomas, City Attorney

By: \_\_\_\_\_  
Brandi Brown, City Secretary

**Executed** on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**Property Owners**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

