



City of Glenn Heights
Joint Meeting of the
City Council and the
Employee Benefits Trust
Agenda Packet
August 18, 2020
Meeting starts at 7:00 p.m.



**NOTICE AND AGENDA
JOINT MEETING OF THE CITY COUNCIL AND
THE EMPLOYEE BENEFITS TRUST
TUESDAY, AUGUST 18, 2020 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 and the Employee Benefits Trust will hold a joint Regular City Council Meeting on Tuesday, August 18, 2020, 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.

**CITY COUNCIL CALL TO ORDER
EMPLOYEE BENEFITS TRUST CALL TO ORDER, DETERMINATION OF QUORUM,
AND RECESS TEMPORARILY
INVOCATION – Council Member Emma Ipaye
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 no later than **6:00 P.M. on August 18, 2020**. 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).

INTRODUCTIONS

- Jaynice Porter-Brathwaite, Human Resources Director, will make staff introductions.

PROCLAMATION

- Payroll Week, September 7-11, 2020

CONSENT AGENDA

1. Discuss and take action to approve City Council Meeting Minutes of the August 4, 2020, Regular Called City Council Meeting. (Brandi Brown, City Secretary)
2. Discuss and take action to approve City Council Meeting Minutes of the August 11, 2020, Special Called City Council Meeting. (Brandi Brown, City Secretary)
3. Discuss and take action to approve Resolution R-27-20, a Resolution of the City Council of the City of Glenn Heights, Texas, approving an Interlocal Cooperation Agreement for Food Establishment Inspection and Environmental Health Services with Dallas County; authorizing the City Manager to execute the same; and providing for an effective date. (Marlon Goff, Interim Planning and Development Director)

AGENDA

1. Discuss and take action appointing Planning and Zoning Board Members. (Miamauni Hines, Planner)
2. Announce the dates of the Public Hearings for the 2020 Proposed Property Tax Rate, Proposed Fiscal Year 2020-2021 Budget, Amended Fiscal Year 2019-2020 Budget, and the anticipated dates of adoption. (Phillip Conner, Finance Director)
 - A. Announce the schedule for the Public Hearing date of the 2020 Proposed Property Tax Rate;

September 15, 2020, Public Hearing

The Property Tax Rate adoption is scheduled for September 15, 2020.
 - B. Announce the schedule for the Public Hearing dates of the Proposed Fiscal Year 2020-2021 Budget;

September 1, 2020, 1st Public Hearing, and
September 15, 2020, 2nd Public Hearing

The Budget adoption is scheduled for September 15, 2020.
 - C. Announce the schedule for the Public Hearing date of the Amended Fiscal Year 2019-2020 Budget;

September 1, 2020, Public Hearing

The Amended Budget adoption is scheduled for September 15, 2020.

3. Discuss and take action on Ordinance O-10-20, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending Chapter 14 “Zoning”, Exhibit A “Zoning Ordinance”, Article IX “Zoning Districts”, at Section 3 “Provisional districts” and at Subsection IX.3.3 “MF – Multifamily Residential District” by amending Subpart A thereof; providing a repealing clause, providing a severability clause, and providing an effective date. (Second Reading) (Marlon Goff, Interim Planning and Development Director)
4. Discuss and take action on Ordinance O-15-20, an Ordinance of the City of Glenn Heights, Texas, amending the Personnel Policies, Guidelines & Procedures of the City of Glenn Heights adopted June 7, 2010, by Ordinance O-06-10, and as thereafter amended by Ordinances O-17-10, O-11-12, O-26-12, O-01-15, O-06-19 And O-04-20 by suspending the portion of Section 6.20 Vacation Pay and Balance Management relating to Vacation Balance Accrual; providing a repealing clause; providing a savings clause; providing a severability clause; and providing an effective date. (First Reading) (Jaynice Porter-Brathwaite, Human Resources Director)
5. Discuss and take action on the formation of a Police Department Citizens Advisory Committee. (V.E. Dooley, Chief of Police)
6. Discuss and take action on the establishment of a Neighborhood Traffic Calming Management Program. (V.E. Dooley, Chief of Police)
7. July 2020 Financial Report. (Phillip Conner, Finance Director)
8. Discuss and take action to approve Resolution R-29-20, a Resolution of the City Council of the City of Glenn Heights, Texas, approving the Terms And Conditions of an Agreement, by and between the City of Glenn Heights and Pattillo, Brown & Hill, LLP to provide Auditing Services for the City’s Financial Statements for the Fiscal Year ending September 30, 2020; and providing an effective date. (Phillip Conner, Finance Director)
9. Discuss and take action to approve Resolution R-28-20, a Resolution of the City Council of the City of Glenn Heights, Texas, authorizing the Mayor to execute a grant agreement and related documents as the City’s certifying official, and authorizing City staff to submit requests for public assistance funded by the Federal Emergency Management Agency through the Texas Division of Emergency Management in relation to FEMA DR-4485 associated with the Presidential Declaration of a major disaster for the State of Texas (Texas COVID-19 Pandemic); and providing for an effective date. (Marlon Goff, Interim Planning and Development Director)

City Council will recess temporarily to convene a meeting of the Glenn Heights Employee Benefits Trust.

The City of Glenn Heights Employee Benefits Trust reserves the right to retire into Executive Session concerning any of the agenda items whenever it is considered necessary and legally justified pursuant to Texas Government Code, Chapter 551.

City of Glenn Heights Employee Benefits Trust reconvenes into its Regular Called Meeting.

1. Discuss and take action regarding insurance renewal recommendations for Employees' Group Medical/Prescription, Life/Disability, Dental, Vision, and Accident/Critical Illness Insurance, and a Flexible Spending Account. (Jaynice Porter-Brathwaite, Human Resources Director)

Adjourn. The City of Glenn Heights Employee Benefits Trust will adjourn its meeting.

The City Council will reconvene into its Regular Called Meeting.

AGENDA

10. Discuss and take action to approve Resolution R-26-20, a Resolution of the City Council of the City of Glenn Heights, Texas, authorizing the City of Glenn Heights Employee Benefits Trust to pay the obligations of the Trust as it relates to Insurance contracts that the Trust awards; authorizing any transfers of funds that may be necessary during the 2020-2021 Fiscal Year to fund the Trust's obligations relating to insurance contracts that the Trust awards; and providing for an effective date. (Jaynice Porter-Brathwaite, Human Resources Director)

ADJOURNMENT

In accordance with the Americans with Disabilities Act, If you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodations, please contact the City Secretary at least 48 hours in advance of the event at 972-223-1690 ext. 125 or email brandi.brown@glennheightstx.gov. 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 were 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, August 14, 2020. Pursuant to Section 551.071 of the Texas Government Code, the City Council reserves the right to consult in closed session with its attorney at any time during the course of this meeting and to receive legal advice regarding any item listed on this agenda.

Brandi Brown, City Secretary

Invocation



Council Member Emma Ipaye



PROCLAMATION SUMMARY SHEET
AUGUST 18, 2020

- Payroll Week, September 7-11, 2020

PROCLAMATION



Office of the Mayor • City of Glenn Heights

National Payroll Week September 7-11, 2020

WHEREAS, the American Payroll Association and its more than 20,000 members have launched a nationwide public awareness campaign that pays tribute to the nearly 150 million people who work in the United States and the payroll professionals who support the American payroll system; and

WHEREAS, payroll professionals in Glenn Heights, Texas play a key role in maintaining the economic health of Glenn Heights, Texas, by carrying out such diverse tasks as paying into the unemployment insurance system, providing information for child support enforcement, carrying out tax withholding, and reporting and depositing; and

WHEREAS, payroll professionals have become increasingly proactive in educating both the business community and the public at large about the payroll tax withholding systems; and

WHEREAS, payroll professionals meet regularly with federal and state tax officials to discuss both improving compliance with government procedures and how compliance can be achieved at less cost to both government and businesses; and

WHEREAS, the week in which Labor Day falls has been proclaimed National Payroll Week, I hereby give additional support to the efforts of the people who work in Glenn Heights, Texas and of the payroll profession by proclaiming the first full week of September Payroll Week for Glenn Heights, Texas.

NOW, THEREFORE, I, Harry A. Garrett, Mayor of the City of Glenn Heights, Texas, hereby recognize September 7-11, 2020 as National Payroll Week.

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

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

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

AUGUST 4, 2020

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

On the 4th day of August 2020, the City Council of the City of Glenn Heights met in a Regular Called City Council Meeting via video conference with the following members present:

CITY COUNCIL:

| | | |
|-------------------|---|----------------|
| Harry A. Garrett | * | Mayor |
| Sonja A. Brown | * | Mayor Pro Tem |
| Emma Ipaye | * | Council Member |
| Jeremy Woods, Sr. | * | Council Member |
| Ron Adams* | * | Council Member |
| Shaunte L. Allen | * | Council Member |
| Machanta Newson | * | Council Member |

*Council Member Ron Adams joined the meeting at 7:57 P.M.

STAFF:

| | | |
|---------------------------|---|---|
| David Hall | * | City Manager |
| Brandi Brown | * | City Secretary |
| Phillip Conner | * | Finance Director |
| V.E. Dooley | * | Chief of Police |
| Marlon Goff | * | Interim Planning and Development Director |
| Byron Hardy | * | IT Administrator |
| Lauren Lewis | * | Community Engagement Administrator |
| Keith Moore | * | Fire Chief |
| Jaynice Porter-Brathwaite | * | Human Resources Director |

CONSULTANT:

| | | |
|-----------------|---|------------------------|
| Victoria Thomas | * | City Attorney's Office |
|-----------------|---|------------------------|

CALL TO ORDER

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

INVOCATION

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

Mayor Pro Tem Sonja A. Brown, 1938 S Hampton Road, Glenn Heights, TX – stated that remarks made by Red Oak Independent School District Board Member, Penny Story, related to her comparison of wearing face mask coverings due to the Novel Coronavirus (COVID-19) to Sharia face coverings was inappropriate. She also reiterated the importance of voting during local elections.

EVENT

Mayor Harry A. Garrett announced the following event:

- Back to School Contactless School Supply Drive-Thru, Heritage Community Park, 400 E Bear Creek Rd., Glenn Heights, August 8, 2020, 10:00 A.M. – Noon

INTRODUCTIONS

Jaynice Porter-Brathwaite, Human Resources Director, made the following staff introductions:

- Richard Miles, Meter Reader/Utility Worker I
- Russell Lloyd, Police Officer I
- Johnathan Wimberly, Police Officer
- Nicholas Alva, Field Supervisor
- Kelyse Reyna, Groundskeeper

CONSENT AGENDA

1. Discuss and take action to approve City Council Meeting Minutes of the July 21, 2020, Regular Called City Council Meeting. (Brandi Brown, City Secretary)
2. Discuss and take action authorizing the City Manager to expend an amount not to exceed ONE HUNDRED SIXTY-FOUR THOUSAND DOLLARS (\$164,000) from the Telecommunications Fund for the City's High-Speed Internet and Voice Over Internet Protocol (VOIP) service through AireSpring for a three (3) year term. (Byron Hardy, IT Administrator)
3. Discuss and take action to approve a Final Plat request by Macatee Engineering on behalf of First Texas Homes for Villages at Charleston Phase III. The 19.696-acre property is zoned PD-18C and is situated in the Michael McDermott Survey, Abstract No. 743, Glenn Heights, Ellis County, Texas. The property is currently undeveloped but proposed for 75 single-family residential lots and 1 HOA owned and maintained common area lot. (Marlon Goff, Interim Planning and Development Director)
4. Discuss and take action on Resolution R-23-20, a Resolution of the City Council of the City of Glenn Heights, Texas, renumbering, readopting, and ratifying a Resolution previously adopted as Resolution No. R-15-20 on July 7, 2020,

affirming the appointment of a shared Board Member with the cities of Garland and Rowlett to serve on the Dallas Area Rapid Transit (DART) Board as provided in Section 452 of the Texas Transportation Code; and providing for an effective date. (Brandi Brown, City Secretary)

David Hall, City Manager, answered Council's questions related to the City meeting procurement requirements for Consent Agenda item 3.

Council Member Jeremy Woods, Sr. made a motion to approve Consent Agenda items 1-4. Council Member Machanta Newson made the second. The motion carried with the following vote:

VOTE 6 Ayes – Garrett, Brown, Ipaye, Woods, Allen, and Newson

AGENDA

1. Public hearing to receive testimony concerning Ordinance O-10-20, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending Chapter 14 "Zoning", Exhibit A "Zoning Ordinance", Article IX "Zoning Districts", at Section 3 "Provisional Districts" and at Subsection IX.3.3 "MF – Multifamily Residential District" by amending Subpart A thereof; providing a repealing clause, providing a severability clause, and providing an effective date.

Council Member Jeremy Woods, Sr. made a motion to open the Public Hearing. Council Member Shaunte L. Allen made the second. The motion carried with the following vote:

VOTE 6 Ayes – Garrett, Brown, Ipaye, Woods, Allen, and Newson

Council received testimony from the following:

Bret Hess, 327 Blue Ribbon Road, Waxahachie, TX – provided a brief overview of his professional background and local projects he has been involved with, and discussed the requested Zoning changes he is seeking for a pending project in Glenn Heights.

Council Member Shaunte L. Allen made a motion to close the Public Hearing. Council Member Jeremy Woods, Sr. made the second. The motion carried with the following vote:

VOTE 6 Ayes – Garrett, Brown, Ipaye, Woods, Allen, and Newson

2. Discuss and take action on Ordinance O-10-20, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending Chapter 14 "Zoning", Exhibit A "Zoning Ordinance", Article IX "Zoning Districts", at Section 3 "Provisional districts" and at Subsection IX.3.3 "MF – Multifamily Residential District" by amending Subpart A thereof; providing a repealing clause, providing a

severability clause; and providing an effective date. (First Reading)

Marlon Goff, Interim Planning and Development Director, introduced this item to Council. Miamauni Hines, Planner, completed a presentation related to amending Zoning Ordinance – Article IX and how the amendments would affect residential and commercial structures. Ms. Hines also provided project examples of residential and commercial structures and made a staff recommendation to approve the requested amendments.

Council Member Jeremy Woods, Sr. made a motion to approve Ordinance O-10-20, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending Chapter 14 “Zoning”, Exhibit A “Zoning Ordinance”, Article IX “Zoning Districts”, at Section 3 “Provisional districts” and at Subsection IX.3.3 “MF – Multifamily Residential District” by amending Subpart A thereof; providing a repealing clause, providing a severability clause, and providing an effective date. (First Reading) Council Member Shaunte L. Allen made the second. The following no action vote was recorded:

VOTE 5 Ayes – Garrett, Brown, Ipaye, Woods, and Newson
1 Nay – Allen

3. Public hearing to receive testimony concerning Ordinance O-11-20, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Zoning Ordinance and Map of the City of Glenn Heights, as heretofore amended by granting a change in zoning for a 39.820-acre property designated as a 38.820-acre parcel situated in the Elias R Parks Survey, Abstract No. 1131, Located as 1198 West Bear Creek Road, Glenn Heights, Dallas County, Texas, and a 1.000-acre parcel situated in the Elias R Parks Survey, Abstract No. 1131, located at 1182 West Bear Creek Road, Glenn Heights, Dallas County, Texas (the “Property”), from Single Family-1 (SF-1) to Planned Development-25, Single Family-3 (“PD-25/SF-3”), more particularly described and depicted in Exhibit “A” hereto, to allow for the development of not more than 70 residential lots thereon; providing for the approval of and required development in accordance with the Development Regulations attached hereto as Exhibit “B”, providing for 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.

Council Member Jeremy Woods, Sr. made a motion to open the Public Hearing. Council Member Shaunte L. Allen made the second. The motion carried with the following vote:

VOTE 6 Ayes – Garrett, Brown, Ipaye, Woods, Allen, and Newson

Council received testimony from the following:

Jack Morris, 1182 W Bear Creek Road, Glenn Heights, TX – expressed concerns

regarding his home address appearing on the Public Notice, and that he believed amending the Zoning Ordinance would decrease property values and increase traffic flow in the area. He also asked who would maintain fencing and greenspace in the project area, and if utilities would be affected.

Gloria Albanesi North, 1002 W Bear Creek Road, Glenn Heights, TX – expressed concerns related to an increased traffic flow, issues with flood zones, status of agricultural exemptions, and school over-crowding if the Zoning Ordinance is approved by Council.

Council Member Jeremy Woods, Sr. made a motion to close the Public Hearing. Council Member Shaunte L. Allen made the second. The motion carried with the following vote:

VOTE 6 Ayes – Garrett, Brown, Ipaye, Woods, Allen, and Newson

4. Discuss and take action on Ordinance O-11-20, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Zoning Ordinance and Map of the City of Glenn Heights, as heretofore amended by granting a change in zoning for a 39.820-acre property designated as a 38.820-acre parcel situated in the Elias R Parks Survey, Abstract No. 1131, Located as 1198 West Bear Creek Road, Glenn Heights, Dallas County, Texas, and a 1.000-acre parcel situated in the Elias R Parks Survey, Abstract No. 1131, located at 1182 West Bear Creek Road, Glenn Heights, Dallas County, Texas (the "Property"), from Single Family-1 (SF-1) to Planned Development-25, Single Family-3 ("PD-25/SF-3"), more particularly described and depicted in Exhibit "A" hereto, to allow for the development of not more than 70 residential lots thereon; providing for the approval of and required development in accordance with the Development Regulations attached hereto as Exhibit "B", providing for 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. (First Reading)

Marlon Goff, Interim Planning and Development Director, introduced this item to Council. Miamauni Hines, Planner, explained that Staff had received a request from the Applicant to remand this item back to the Planning and Zoning Commission due to significant changes since the Planning and Zoning Commission made its recommendation.

Council Member Jeremy Woods, Sr. made a motion to remand this item to the Planning and Zoning Commission. Council Member Machanta Newson made the second. The motion carried with the following vote:

VOTE 6 Ayes – Garrett, Brown, Ipaye, Woods, Allen, and Newson

5. Discuss and take action to approve Resolution R-17-20, a Resolution of the City Council of the City of Glenn Heights, Texas, approving the terms and conditions of an Interlocal Agreement with Dallas County, Texas, relating to the CARES Act funding; authorizing its execution by the City Manager; and providing for an effective date.

Marlon Goff, Interim Planning and Development Director, introduced this item to Council and completed a presentation related to 2020 CARES Act funding allocations, the process to receive funding, proposed use of funds, and the program budget. Marlon Goff, David Hall, City Manager, and Victoria Thomas, City Attorney, answered Council's questions related to the source of available funds, how funds could be allocated, the approval process to receive funding, and how businesses will be notified that financial assistance is available.

Council Member Jeremy Woods, Sr. made a motion to approve Resolution R-17-20, a Resolution of the City Council of the City of Glenn Heights, Texas, approving the terms and conditions of an Interlocal Agreement with Dallas County, Texas, relating to the CARES Act funding; authorizing its execution by the City Manager; and providing for an effective date. Council Member Ron Adams made the second. The motion carried with the following vote:

VOTE 7 Ayes – Garrett, Brown, Ipaye, Woods, Adams, Allen, and Newson

6. Discuss and take action to approve Resolution R-18-20, a Resolution of the City Council of the City of Glenn Heights, Texas, approving the terms and conditions, and authorizations of a Grant Agreement with the Texas Division of Emergency Management relating to the CARES Act Coronavirus Relief Funding; authorizing application for and of the grant agreement, including all terms, conditions, authorizations, and other necessary documents by the City Manager; and providing for an effective date.

Marlon Goff, Interim Planning and Development Director, introduced this item to Council and completed a presentation related to 2020 CARES Act funding allocations, the process to receive funding, proposed use of funds, the program budget, and what type of assistance is offered.

Council Member Jeremy Woods, Sr. made a motion to approve Resolution R-18-20, a Resolution of the City Council of the City of Glenn Heights, Texas, approving the terms and conditions, and authorizations of a Grant Agreement with the Texas Division of Emergency Management relating to the CARES Act Coronavirus Relief Funding; authorizing application for and of the grant agreement, including all terms, conditions, authorizations, and other necessary documents by the City Manager; and providing for an effective date. Council Member Ron Adams made the second. The motion carried with the following vote:

VOTE 7 Ayes – Garrett, Brown, Ipaye, Woods, Adams, Allen, and Newson

7. Discuss and take action to approve Resolution R-19-20, a Resolution of the City Council of the City of Glenn Heights, Texas, authorizing application for and acceptance from Dallas County of funding applied for the 2020-2021 Fiscal Year Dallas County Community Development Block Grant (CDBG)-Related Cares Act Project - Mesa Area Water and Road Improvements; and providing for an effective date.

Marlon Goff, Interim Planning and Development Director, introduced this item to Council and completed a presentation related to CARES Act – FY 2020 Supplemental CDBG Funding, grant terms and eligibility, location eligibility, the Mesa Road and Water project that was awarded funding, and the Mesa Road project timeline. Marlon Goff and David Hall, City Manager, answered Council's questions related to location eligibility, if the Loop 9 Project would affect the Mesa Road and Water project, project timelines, current CDBG projects in the City, and allocation of funds.

Council Member Ron Adams made a motion to approve Resolution R-19-20, a Resolution of the City Council of the City of Glenn Heights, Texas, authorizing application for and acceptance from Dallas County of funding applied for the 2020-2021 Fiscal Year Dallas County Community Development Block Grant (CDBG)-Related Cares Act Project - Mesa Area Water and Road Improvements; and providing for an effective date. Council Member Shaunte L. Allen made the second. The motion carried with the following vote:

VOTE 7 Ayes – Garrett, Brown, Ipaye, Woods, Adams, Allen, and Newson

8. Update and overview of Glenn Heights Police Department operations.

Mayor Harry A. Garrett introduced this Agenda item and David Hall, City Manager, discussed the purpose of the presentation. V.E. Dooley, Chief of Police, provided a brief overview of his employment history, and completed a presentation comparing the past and present state of the Police Department and how the transition was achieved. He also provided an overview of department expenditures, terminations and demotions, Officer demographics, training, quality control audits, available technology, department policies, established partnerships and operations, and future endeavors of the department. Chief Dooley answered questions related to terminology used in various reports, changes that have been implemented, body camera and background check/review policies, current training efforts, and the possibility of the formation of a mental health team.

Council Member Ron Adams made a motion to extend the Council Meeting to 10:30 P.M. Council Member Jeremy Woods, Sr. made the second. The motion carried with the following vote:

VOTE 7 Ayes – Garrett, Brown, Ipaye, Woods, Adams, Allen, and Newson

9. Update on the Novel Coronavirus (COVID-19) for the City of Glenn Heights.
(Keith Moore, Fire Chief/Emergency Management Coordinator)

10. June 2020 Financial Report. (Phillip Conner, Finance Director)

Council Member Ron Adams made a motion to table Agenda items 9 and 10. Council Member Jeremy Woods, Sr. made the second. The motion carried with the following vote:

VOTE 7 Ayes – Garrett, Brown, Ipaye, Woods, Adams, Allen, and Newson

ADJOURNMENT

Council Member Ron Adams made a motion to adjourn. Council Member Jeremy Woods, Sr. made the second. The motion carried with the following vote:

VOTE 7 Ayes – Garrett, Brown, Ipaye, Woods, Adams, Allen, and Newson

Mayor Harry A. Garrett adjourned the meeting at 10:02 P.M.

Harry A. Garrett, Mayor

Attest:

Brandi Brown, City Secretary
Passed and approved on the 18th day of August 2020

**MINUTES OF THE SPECIAL CALLED CITY COUNCIL MEETING
OF THE CITY OF GLENN HEIGHTS, TEXAS**

AUGUST 11, 2020

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

On the 11th day of August 2020, the City Council of the City of Glenn Heights met in a Special Called City Council Meeting via video conference with the following members present:

CITY COUNCIL:

| | | |
|------------------|---|----------------|
| Harry A. Garrett | * | Mayor |
| Sonja A. Brown | * | Mayor Pro Tem |
| Emma Ipaye* | * | Council Member |
| Ron Adams | * | Council Member |
| Shaunte L. Allen | * | Council Member |
| Machanta Newson | * | Council Member |

*Council Member Emma Ipaye joined the meeting at 7:09 P.M.

STAFF:

| | | |
|---------------------------|---|---|
| David Hall | * | City Manager |
| Brandi Brown | * | City Secretary |
| Phillip Conner | * | Finance Director |
| V.E. Dooley | * | Chief of Police |
| Marlon Goff | * | Interim Planning and Development Director |
| Byron Hardy | * | IT Administrator |
| Lauren Lewis | * | Community Engagement Administrator |
| Keith Moore | * | Fire Chief |
| Jaynice Porter-Brathwaite | * | Human Resources Director |

CONSULTANT:

| | | |
|-----------------|---|------------------------|
| Victoria Thomas | * | City Attorney's Office |
|-----------------|---|------------------------|

CALL TO ORDER

Mayor Harry A. Garrett called the City Council Meeting to order at 7:03 P.M., with a quorum of the City Council present.

INVOCATION

Council Member Shaunte L. Allen delivered the Invocation.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT

There were no Public Comments

CONSENT AGENDA

1. Discuss and take action on Resolution R-24-20, a Resolution of the City Council of the City of Glenn Heights, Texas, authorizing and calling for the November 3, 2020 Special Election to Fill a Vacancy for the purpose of electing Council Member Place 4; authorizing a joint election with other Dallas County and Ellis County political subdivisions; authorizing a contract for election services with Dallas and Ellis Counties; providing a runoff date; and providing an effective date. (Brandi Brown, City Secretary)

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

VOTE 5 Ayes – Garrett, Brown, Adams, Allen, and Newson

AGENDA

1. Update on the Novel Coronavirus (COVID-19) for the City of Glenn Heights.

Keith Moore, Fire Chief/Emergency Management Coordinator, introduced this item to Council and completed a presentation regarding actions taken by the City since March 10, 2020 and provided the number of cases of the virus – in the United States, the state of Texas, Dallas and Ellis Counties, and the City of Glenn Heights. He also provided a comparison of cases of nearby cities. Chief Moore answered Council's questions related to why there may have been an increase and then decrease in Glenn Heights' cases and if there was a record of hospitalizations of Glenn Heights' residents.

2. June 2020 Financial Report.

Phillip Conner, Finance Director, completed a formal presentation regarding the City's revenues, expenditures, and fund balances through June 2020. He also answered Council's questions related to any foreseeable issues that may impact fund balances.

3. Update on the Social Justice Public Art Project.

Lauren Lewis, Community Engagement Administrator, introduced this item to Council and completed a presentation regarding the search for an artist to complete the project, a brief history of Carl Hess' background and accomplishments, and a proposed design. Lauren Lewis and Carl Hess, Artist, answered Council's questions related to the presented design, design options, artwork durability, and project completion timeframe. Council provided feedback related to the project location and design, and expressed their thoughts about a Social Justice Public Art Project being placed in the City. Council provided Staff

direction to bring this item back to Council with 2 additional designs, with the location of the project being placed on a building.

Mayor Harry A. Garrett announced a recess of the Special called City Council Meeting at 8:19 P.M.

Mayor Harry A. Garrett reconvened the Special called City Council Meeting at 8:33 P.M.

4. Formal Presentation of the City Manager's Proposed Fiscal Year 2020-2021 Budget for the City of Glenn Heights, in conformance with the City of Glenn Heights Home Rule Charter, Section 7.02, Preparation and Submission of Budget.

David Hall, City Manager, introduced this item to Council and began a presentation regarding FY21 Budget highlights. He provided a review of FY20, discussed the impact of the Novel Coronavirus (COVID-19) Pandemic, and provided tax rate highlights. Mr. Hall also discussed revenues and expenditures, the Water/Sewer Fund, the Drainage Fund, and Debt and Special Funds. Mr. Hall answered Council's questions related to personnel changes, personnel classifications, personnel responsibilities/job functions, and salary increases.

Council Member Ron Adams made a motion to extend the Council Meeting to 10:30 P.M. Council Member Emma Ipaye made the second. The motion carried with the following vote:

VOTE 6 Ayes – Garrett, Brown, Ipaye, Adams, Allen, and Newson

Mr. Hall continued his presentation and discussed proposed personnel changes and provided a review of capital and infrastructure improvement projects.

Mayor Pro Tem Sonja A. Brown made a motion to extend the Council Meeting to 11:00 P.M. Council Member Shaunte L. Allen made the second. The motion carried with the following vote:

VOTE 6 Ayes – Garrett, Brown, Ipaye, Adams, Allen, and Newson

Mr. Hall answered Council's questions related to possible budget adjustments to add a project to prevent median damage, to place West Nile repellants in areas where there is standing water, and for sidewalk construction and repair. He also answered questions related to service credits, cost-of-living adjustments, and financial obligations to retirees and how those issues can financially impact the City.

5. Announce the dates for the Public Hearings for the 2020 Proposed Property Tax Rate, Proposed Fiscal Year 2020-2021 Budget, Amended Fiscal Year 2019-2020 Budget, and the anticipated dates of adoption.

Phillip Conner, Finance Director, announced the following information:

- A. Announce the schedule for the public hearing dates of the 2020 Proposed Property Tax Rate;

August 18,2020, 1st Public Hearing, and
September 1, 2020, 2nd Public Hearing

The Tax Rate adoption is scheduled for September 15,2020.

- B. Announce the schedule for the public hearing dates of the Proposed Fiscal Year 2020-2021 Budget;

September 1, 2020, 1st Public Hearing, and
September 15, 2020, 2nd Public Hearing

The Budget adoption is scheduled for September 15, 2020.

- C. Announce the schedule for the public hearing date of the Amended Fiscal Year 2019-2020 Budget;

September 1, 2020, Public Hearing

The Amended Budget adoption is scheduled for September 15, 2020.

ADJOURNMENT

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

VOTE 6 Ayes – Garrett, Brown, Ipaye, Adams, Allen, and Newson

Mayor Harry A. Garrett adjourned the meeting at 10:34 P.M.

Harry A. Garrett, Mayor

Attest:

Brandi Brown, City Secretary

Passed and approved on the 18th day of August 2020



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: August 18, 2020

SUBJECT

Discuss and take action to approve Resolution R-27-20, a Resolution of the City Council of the City of Glenn Heights, Texas, approving an Interlocal Cooperation Agreement for Food Establishment Inspections and Environmental Health Services with Dallas County; and authorizing the City Manager to execute the same.

BACKGROUND/DISCUSSION

Based upon the number of annual inspections, plan reviews, enforcement activities related to food establishments, and the number of environmental health services within the City of Glenn Heights, the employment of a full or part-time employee has not been justified as a cost-effective use of funding. The Interlocal Agreement with Dallas County Health & Human Services presented for consideration, will continue the cooperative relationship between the City of Glenn Heights and Dallas County through September 30, 2021.

FISCAL IMPACT

Per the terms of the Interlocal Agreement, the City will collect and remit fees in the amount of \$75.00 per inspection from local food establishments to Dallas County.

PUBLIC CONTACT

N/A

RECOMMENDATION

Staff recommends City Council, by Resolution, authorize the execution of an Interlocal Cooperation Agreement for Food Establishment Inspections and Environmental Health Services.

PREPARED BY

Marlon Goff, Interim Director of Planning & Development Services

ATTACHMENTS

- I. Resolution R-27-20
- II. Interlocal Agreement for Food Establishment Inspection and Health Services

**CITY OF GLENN HEIGHTS, TEXAS
RESOLUTION NO. R-27-20**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR FOOD ESTABLISHMENT INSPECTION AND ENVIRONMENTAL HEALTH SERVICES WITH DALLAS COUNTY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING AN EFFECTIVE DATE

WHEREAS, the number of inspections, plan reviews, and enforcement actions relating to food establishments within the City of Glenn Heights and the number of environmental health services related to vector and mosquito control does not justify the employment of a full or part-time employee to perform such services; and

WHEREAS, City staff has recommended that the City engage the services of Dallas County Health and Human Services (“HHS”) to provide coordinated health services, including food inspection and other environmental health services, for the City through an interlocal cooperation agreement with Dallas County; and

WHEREAS, the City Council of the City of Glenn Heights finds it to be in public interest to enter into said interlocal cooperation agreement with Dallas County, on behalf of HHS, to provide these health services on the terms and conditions set forth in the Interlocal Agreement for Food Establishment Inspection and Environmental Health Services Between Dallas County, on Behalf of Dallas County Health and Human Services, and the City of Glenn Heights, a copy of which is attached hereto as Exhibit “A.”

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

SECTION 1. The Interlocal Agreement for Food Establishment Inspection and Environmental Health Services Between Dallas County, on Behalf of Dallas County Health and Human Services, and the City of Glenn Heights, a copy of which is attached hereto as Exhibit “A,” is hereby approved and the City Manager be authorized to execute an Agreement in substantially the form of Exhibit “A” and all other documents necessary to effect the services set forth therein.

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

PASSED AND APPROVED this the 18th day of August 2020.

APPROVED:

Harry A. Garrett, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(117262TM081020)

Exhibit A

| | | |
|------------------|---|---------------------------------------|
| STATE OF TEXAS | § | INTERLOCAL AGREEMENT FOR FOOD |
| | § | ESTABLISHMENT INSPECTION AND |
| | § | ENVIRONMENTAL HEALTH SERVICES BETWEEN |
| | § | DALLAS COUNTY, ON BEHALF OF DALLAS |
| COUNTY OF DALLAS | § | COUNTY HEALTH AND HUMAN SERVICES, AND |
| | § | CITY OF GLENN HEIGHTS, TEXAS __ |

SECTION 1: PARTIES

This Interlocal Agreement (“Agreement”) is made by and between the City of Glenn Heights, Texas (“City”), a Texas municipal corporation, and Dallas County, Texas, a political subdivision of the State of Texas on behalf of the Dallas County Health and Human Services (collectively “County” or “DCHHS”), pursuant to the authorities granted by Chapter 791 of the Texas Local Government Code (known as the Interlocal Cooperation Act), Texas Health and Safety Code Chapter 437, Food and Drug Health Regulations, and 121, Local Regulation of Public Health, along with Title 25 Texas Administrative Code, Chapter 229, and any other applicable laws, as well as the City ordinance for inspection services of food establishments within City’s jurisdiction and other environmental health services to City. The County or the City may hereinafter be referred to individually as “Party”, or collectively, as the “Parties”.

SECTION 2: TERM

The Term of this Agreement is for a period commencing on the Effective Date as defined herein and continuing through September 30, 2021 unless otherwise stated in this Agreement. (“Term”)

SECTION 3: INSPECTION SERVICES AND REQUIREMENTS

- A. The County will perform a minimum of two (2) inspections (one every six months) during the Term of each food establishment for which the City has submitted an inspection request and for which a fee has been collected from the said food establishment;
- B. Additional follow-up inspections will be performed as deemed necessary by the County;
- C. Any additional request for follow-up inspections by the City of food establishments, including food establishments that are closed due to non-compliance with the State and other applicable rules and regulations will be charged additional fees;
- D. Each food establishment inspection will be made by a Registered Professional Sanitarian employed by DCHHS, in compliance with all state laws and regulations;
- E. An examination of the following will be made during each inspection: food and food protection; personnel; food equipment and utensils; water source; sewage; plumbing; toilet and hand-washing facilities; garbage and refuse disposal; insect, rodent, and animal control; floors, walls, and ceiling; light; ventilation; and other operations.

SECTION 4: FEES AND PAYMENTS TO THE COUNTY

- A. The City will collect and submit to the County a minimum of One Hundred Fifty and 00/100 Dollars (\$150.00) per Term.

B. Beginning with the third inspection of a food establishment, the City will pay a Seventy Five and 00/100 Dollars (\$75.00) fee for each additional inspection of that food establishment requested by the City.

C. The City will collect Seventy Five and 00/100 Dollars (\$75.00) to be paid to the County for a re-opening or inspection fee of a food establishment that has been closed due to non-compliance of Chapter 437 of the Texas Health and Safety Code, or any other state rules and regulations.

D. The fees are subject to change, upon prior written notice to City, if additional cost is associated with the services under this Agreement.

E. The City shall pay County the stipulated fees within thirty (30) days of the monthly request for payment, or if County fails to make the payment request, then City shall pay the stipulated fees no later than the last date of this Agreement Term upon receipt of not less than thirty (30) days advance written notice from the County of amounts due. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

SECTION 5: OTHER ENVIRONMENTAL HEALTH SERVICES

A. Upon written request from City, the County will respond to Vector and/or Mosquito Control complaints by inspecting the property and surrounding area for standing water and provide the treatment of water that contains immature mosquitoes with larvicide. If there is a mosquito borne disease in the area, the County will provide ground application services that include spraying for adult mosquitoes (“adulticiding”) and treating standing water with larvicide (“larvaciding”).

B. In the event aerial spraying is needed to control St. Louis Encephalitis or West Nile virus throughout the County, the City will have the option to participate in the County’s emergency aerial mosquito spraying plan. Should the City agree to participate in the plan, the City must provide written notice to County and agree to the following:

- 1) Indicate the areas and amount of acres to be sprayed; and
- 2) Pay the City’s proportioned share of the cost based upon the number of acres to be sprayed multiplied by the per-acre spraying cost.

SECTION 6: RECORDS

The County will keep a copy of all inspection reports and will on a monthly basis send such inspection reports to the City. If the County receives a request for inspection records, the County will respond in accordance with Texas Government Code, Chapter 552, also known as the “Texas Public Information Act”.

SECTION 7: TERMINATION

A. Without Cause: This Agreement may be terminated in writing, without cause, by either party upon thirty (30) days prior written notice to the other party;

B. With Cause: The County reserves the right to terminate the Agreement immediately and upon provision of written notice to City, in whole or in part, at its sole discretion, for the following reasons:

- 1) Lack of, or reduction in, funding or resources;

2) The City's non-performance of the specifications of this Agreement or non-compliance with the terms of this Agreement;

3) In County's sole discretion, if termination is necessary to protect the health and safety of County employees;

4) The City's improper, misuse or inept use of funds or resources; and/or

5) The City's submission of data, statements and/or reports that are incorrect, incomplete and/or false in any way.

SECTION 8: CITY ORDINANCE

In order for this Agreement to be valid, the City must have or adopt a City/Town ordinance that provides for the inspection of food establishments by a Registered Professional Sanitarian. The City must require the payment of a fee(s) by each food establishment. Ordinance enforcement shall be the responsibility of the City.

SECTION 9: INDEMNIFICATION

A. The County, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney's fees, against the County including workers compensation claims, arising out of the performance of the County employees under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of the County, its agents, officers, and/or employees.

B. The City, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act to be responsible for any liability or damages that the City may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney's fees, against the City including workers compensation claims, arising out of the performance of the City employees under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of the City, its agents, officers, and/or employees.

C. County and City agree that any such liability or damages as stated above occurring during the performance of this Agreement caused by the joint or comparative negligence of their employees, students, agents, or officers shall be determined in accordance with comparative responsibility laws of the State of Texas.

D. This Section 9 shall survive termination, expiration, or suspension of this Agreement.

SECTION 10: INSURANCE

The City agrees that it will at all times during the term of this Agreement maintain in full force and effect insurance, or self-insurance, to the extent permitted by applicable law under a plan of self-insurance, that is also maintained in accordance with sound accounting practices. It is expressly agreed that City will be solely responsible for all cost of such insurance; any and all deductible amounts

in any policy; and in the event that the insurance company should deny coverage. It is the intent of this provision that the City's insurance covers all cost and expense so that County will not sustain any expense, cost, liability or financial risk as a result of any of the performance of services under this Agreement; as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of the City.

SECTION 11: NOTICE

Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

COUNTY

Clay Lewis Jenkins, County Judge
Dallas County
Dallas, Texas 75202

CITY

David Hall, City Manager
City of Glenn Heights 411 Elm St, 2nd Floor
1938 S. Hampton Road
Glenn Heights, Texas 75154

W/copy to:

Philip Huang, Director DCHHS
2377 N Stemmons Fwy #820
Dallas, TX 75207

With copy to:

Victoria Thomas, City Attorney
500 N. Akard, Suite 1800
Dallas, TX 75201

SECTION 12: MISCELLANEOUS PROVISIONS

12.1 ENTIRE AGREEMENT AND AMENDMENT

This Agreement, including any Exhibits and Attachments, constitutes the entire agreement between the parties and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

12.2 COUNTERPARTS, NUMBER/GENDER AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

12.3 SEVERABILITY

If any provision of this Agreement is construed to be illegal, invalid, void or unenforceable, this construction will not affect the legality or validity of any of the remaining provisions. The
ILA FOOD ESTAB INSPECT & ENVIRONMT HEALTH SVCS BTW DALLAS COUNTY & Glenn Heights, Tx -2020-21

unenforceable or illegal provision will be deemed stricken and deleted, but the remaining provisions shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

12.4 FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained in this Agreement, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the term of the Agreement and any pertinent extensions. The City shall not have a right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the City at the earliest possible time prior to the end of its fiscal year.

12.5 DEFAULT/CUMULATIVE RIGHTS/MITIGATION

It is not a waiver of default if the non-defaulting party fails to declare a default or delays in taking any action. Waiver of any term, covenant, condition or violation of this Agreement shall not be deemed or construed a waiver unless made in authorized written instrument, nor shall such waiver be deemed or construed a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. The City has a duty to mitigate damages.

12.6 GOVERNMENTAL IMMUNITY

This Agreement is expressly made subject to City's and County's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code and all applicable State and federal laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that City or County has by operation of law, or otherwise. Nothing in this Agreement is intended to benefit any third party beneficiary.

12.7 COMPLIANCE WITH LAWS AND VENUE

In providing services required by this Agreement, City must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and venue shall lie exclusively in Dallas County, Texas.

12.8 RELATIONSHIP OF PARTIES

Each Party is an independent contractor and not an agent, servant, joint enterpriser, joint venturer or employee of the other Party.

12.9 CONTRA PROFERENTUM

The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the party who drafted the Agreement and such party shall not be responsible for the language used.

12.10 ASSIGNMENT

Neither Party may transfer or assign its interest in this Agreement without prior written consent of the non-assigning Party. County approval to transfer or assign City's interest in this Agreement is subject to formal approval by the Dallas County Commissioners Court. City approval to transfer or assign County's duties to perform this Agreement is subject to formal approval by the Glenn Heights City Council.

12.11 CONTINUING OBLIGATIONS

All obligations of this Agreement which expressly or by their nature survive the expiration, termination or transfer of this Agreement shall continue in full force and effect after and notwithstanding its expiration, termination or transfer until such are satisfied in full or by their nature expire.

12.12 FORCE MAJEURE

Neither Party shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such causes include but are not limited to acts of God, fire, storm, flood, earthquake, natural disaster, nuclear accident, strike, air traffic disruption, lockout, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The Party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the Party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Agreement as soon as practicable. The date of delivery or of performance shall be extended for at least a minimum time period equal to the time lost by reason of the delay.

12.13 BINDING EFFECT

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

12.14 SIGNATORY WARRANTY

City and County represent that each has the full right, power and authority to enter and perform this Agreement in accordance with all of the terms and conditions herein, and that the execution and delivery of this Agreement is made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Agreement.

EXECUTED THIS _____ DAY OF _____ 2020. ("Effective Date")

FOR DALLAS COUNTY:

FOR CITY:

BY: Clay Lewis Jenkins
County Judge

BY: David A. Hall, J.D.
City Manager/Mayor

DATE: _____

DATE: _____

Recommended:

BY: Dr. Philip Huang
Director, DCHHS

Approved as to Form*:

Approved as to Form (CITY):

JOHN CREUZOT
CRIMINAL DISTRICT ATTORNEY
DALLAS COUNTY, TEXAS

BY: Victoria W. Thomas
Title: City Attorney

RUSSELL RODEN
CHIEF, CIVIL DIVISION

BY: James R. Palomo
Assistant District Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client, Dallas County. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: August 18, 2020

SUBJECT

Discuss and take action to appoint six (6) new Planning and Zoning Commission members.

REPORT IN BRIEF

This agenda matter will allow the Council to discuss and take action to appoint six (6) members to the Planning and Zoning Commission pursuant to Section II.1.1 of the City's Zoning Ordinance, Article 10 of the Glenn Heights City Charter, and Chapter 211 of the Texas Local Government Code.

BACKGROUND / DISCUSSION

The Planning and Zoning Commission currently has two vacant Places and five expired appointees who have continued to serve due to a lack of applications for new volunteers. Staff has now received six applications from residents seeking Council consideration for their appointment to the Planning and Zoning Commission. Staff asks that the Council review the applications of April Stokes, Arnold Lenoris Davis, Jr., Danny Osborne, Dr. Kelvin Story, Sr., Paul Alley, and Tabitha Gamble and consider their appointment to serve three-year terms pursuant to Section II.1.1 of the City's Zoning Ordinance.

Section II.1.1 – Membership; Officers

In accordance with Chapter 211 of the Texas Local Government Code and Article 10 of the Glenn Heights City Charter the Planning and Zoning Commission ("Commission") shall consist of seven (7) members appointed by the City Council as set

forth by Article 10 of the City Charter. At its discretion, the City Council may make nominations for each Commission Place and seat an interview panel for purposes of evaluating the nominees. The panel shall make recommendations of candidates to the City Council. A simple majority vote of the full City Council shall confirm the appointment of the Commission members. Each Commission member shall be a resident citizen, taxpayer and qualified voter of the City of Glenn Heights. Each member of the Commission shall hold a designated Place, from Place 1 to Place 7, and each Place shall be appointed to a three (3) year term. Place 1, Place 4 and Place 7 shall rotate together, Place 2 and Place 5 shall rotate together and Place 6 shall rotate together. The City Council shall appoint Commission members each year with terms beginning on July 1. New members shall be sworn in at the first regular Commission meeting following their appointment.

FISCAL IMPACT

N/A

PUBLIC CONTACT

Advertisement for the open Places were placed on social media

RECOMMENDATION

Staff recommends the consideration of these six (6) applicants by the Council to serve as full time members of the Planning and Zoning Commission for three-year terms.

PREPARED BY

Miamauni Hines, Planner

REVIEWED BY

Marlon Goff, Interim Planning and Development Services Director

ATTACHMENTS

- I. April Stokes
- II. Arnold Lenoris Davis, Jr.
- III. Danny Osborne
- IV. Dr. Kelvin Story, Sr.
- V. Paul Alley
- VI. Tabatha Gamble

City of Glenn Heights

Volunteer Application



Planning and Zoning Commission

Contact Information

Name April Stokes
Street Address 2400 S. Hampton Rd # 8102
City ST ZIP Code Glenn Heights, TX 75154
Home Phone 817-676-5758
Work Phone 817-676-5758
E-Mail Address a1stokes30@gmail.com

Availability

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

Special Skills or Qualifications

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

Been living in area for over 10 years
local Realtor in the area
local teacher
PTA member
Band parent member, small business owner in area.

Previous Volunteer Experience

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

Greet Clients,
Assist Clients with information
assist with organization
Create flyers, social media materials
train other individuals.

Person to Notify in Case of Emergency

Name

Brian Stokes

Street Address

2400 S. Hampton Rd #8102

City ST ZIP Code

Glenn Heights, TX 75154

Home Phone

214.694.1285

Work Phone

E-Mail Address

~~bristol~~ sonnyf22@gmail.com

Agreement and Signature

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

Name (printed)

April Stokes

Signature

April S. Stokes

Date

July 8, 2020

Our Policy

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

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

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

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

Thank you.

City of Glenn Heights

Volunteer Application



Planning and Zoning Commission

Contact Information

| | |
|------------------|---------------------------|
| Name | Arnold Lenoris Davis, Jr. |
| Street Address | 1118 East Bear Creek Road |
| City ST ZIP Code | Glenn Heights, TX 75154 |
| Home Phone | 972-762-2095 |
| Work Phone | n/a |
| E-Mail Address | lenorisdavis@gmail.com |

Availability

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

Special Skills or Qualifications

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

My professional background is in Radio/TV. I also volunteer in the media ministry at Community Missionary Baptist Church of Desoto. I also serve as the President of Sons of Job #17 Masonic Lodge.

Previous Volunteer Experience

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

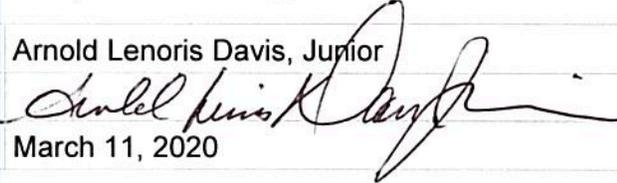
I have served on the City of Glenn Heights Parks and Recreation Board for 3 years. I have participated in several Movie Nights in the Park during these 3 years.

Person to Notify in Case of Emergency

| | |
|------------------|-------------------|
| Name | Arnold Davis, Sr. |
| Street Address | 4918 Elena Street |
| City ST ZIP Code | Dallas, TX 75216 |
| Home Phone | 214-538-9070 |
| Work Phone | n/a |
| E-Mail Address | n/a |

Agreement and Signature

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

| | |
|----------------|--|
| Name (printed) | Arnold Lenoris Davis, Junior |
| Signature |  |
| Date | March 11, 2020 |

Our Policy

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

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

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

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

Thank you.

Previous Volunteer Experience

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

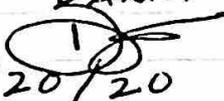
I CURRENTLY SERVE AS BOARD MEMBER FOR NORTH ELLIS COUNTY OUTREACH, RED OAK. BOARD MEMBER FOR 4 YEARS, CURRENTLY SERVE AS TREASURER. FEEDING THE HUNGRY AND PROMOTING SELF SUFFICIENCY AND ELIMINATING POVERTY.

Person to Notify in Case of Emergency

| | |
|------------------|------------------------------|
| Name | GWENDOLYN OSBORNE |
| Street Address | 1214 PARKVIEW TRAIL |
| City ST ZIP Code | GLENN HEIGHTS TX 75154 |
| Home Phone | 214 680 8114 |
| Work Phone | 214 680 8114 |
| E-Mail Address | gosborne@jettconsultants.com |

Agreement and Signature

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

| | |
|----------------|---|
| Name (printed) | DANNY OSBORNE |
| Signature |  |
| Date | 6/20/20 |

Our Policy

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

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

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

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

Thank you.

City of Glenn Heights

Volunteer Application



Planning and Zoning Commission

Contact Information

| | |
|------------------|-------------------------|
| Name | DANNY E OSBORNE |
| Street Address | 1214 PARKVIEW TRAIL |
| City ST ZIP Code | GLENN HEIGHTS TX 75154 |
| Home Phone | 972 352 7842 |
| Work Phone | 972 352 7842 |
| E-Mail Address | derossosborne@yahoo.com |

Availability

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

Special Skills or Qualifications

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

I CURRENTLY WORK WITH A DIVERSE GROUP OF BUSINESS OWNERS AS A SALES CONSULTANT FOR SYSCO FOODS. I HAVE 20+ YEARS OF HOTEL/RESTAURANT INDUSTRY EXPERIENCE.

City of Glenn Heights

Volunteer Application

Planning and Zoning Commission



Contact Information

| | |
|------------------|-------------------------|
| Name | Dr. Kelvin Stroy, Sr. |
| Street Address | 715 Shady Meadow Lane |
| City ST ZIP Code | Glenn Heights, TX 75154 |
| Home Phone | 817-296-6204 |
| Work Phone | |
| E-Mail Address | kstroysr@gmail.com |

Availability

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

Special Skills or Qualifications

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

I am an educator with 22 years of experience in the profession and I have a PhD in Educational Leadership and Policy Studies. I possess leadership and administrative skills, the ability to think critically, to problem solve, communicate effectively, and collaborate with others to achieve a common goal for the betterment of people.

Previous Volunteer Experience

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

Prior to moving to Glenn Heights I served as a board member for the city's public library, the youth services coordinator for the Rotary club, a board member for the Arlington Case Manager Juvenile Diversion Program, a mentor with Big Brothers Big Sisters, and I am actively involved in my fraternity. In 2014 I ran as a candidate for city council in my previous community.

Person to Notify in Case of Emergency

| | |
|------------------|-------------------------|
| Name | Mia Stroy |
| Street Address | 715 Shady Meadow Lane |
| City ST ZIP Code | Glenn Heights, TX 75154 |
| Home Phone | 817-296-6342 |
| Work Phone | |
| E-Mail Address | stroymd@gmail.com |

Agreement and Signature

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

| | |
|----------------|--|
| Name (printed) | |
| Signature | |
| Date | |

Our Policy

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

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

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

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

Thank you.

City of Glenn Heights Volunteer Application



Planning and Zoning Commission

Contact Information

| | |
|------------------|----------------------------|
| Name | PAUL ALLEY |
| Street Address | 2721 LA JOLLA CT. |
| City ST ZIP Code | GLENN HEIGHTS, TEXAS 75154 |
| Home Phone | 972-220-8504 |
| Work Phone | 972-576-6098 |
| E-Mail Address | NTMA_PA@YAHOO.COM |

Availability

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

Special Skills or Qualifications

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

Code Enforcement Officer - City of Glenn Heights, Texas
Sgt. Dallas County Community College District Police
Instructor - Cedar Valley Police Academy
Regional Manager in Training - Glenn Heights Manufactured Home Community
North Texas Regional Manager - McCraw Homes LLC.
Youth Head Coach - Grappling arts - Texas Submission Academy

An advertisement for McCraw Homes featuring a photograph of a single-story manufactured home with a gabled roof and a central entrance. The text "McCraw Homes" is prominently displayed at the top in a large, bold, white font with a black outline. Below the photo, the name "Paul Alley" and title "Regional Manager" are shown. Contact information includes an office phone number (469.820.4921), a fax number (972.932.9049), an email address (mccrawhomes@gmail.com), and an RBI number (#37492).

McCraw Homes
Paul Alley
Regional Manager
Off: 469.820.4921
Fax: 972.932.9049
mccrawhomes@gmail.com
RBI#37492

Previous Volunteer Experience

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

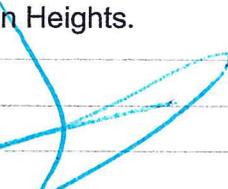
current member City of Glenn Heights CERT Team 1 and operations Leader.
previous member / President- El Centro College Conflict Resolution Society

Person to Notify in Case of Emergency

| | |
|------------------|----------------------------|
| Name | Crystal Allen |
| Street Address | 2721 La Jolla CT, |
| City ST ZIP Code | Glenn Heights, Texas 75154 |
| Home Phone | 972-220-8504 |
| Work Phone | 972-217-2280 |
| E-Mail Address | pikabeetle83@yahoo.com |

Agreement and Signature

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

| | |
|----------------|---|
| Name (printed) | Paul Alley |
| Signature |  |
| Date | 06/28/2020 |

Our Policy

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

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

Thank you.

City of Glenn Heights

Volunteer Application



Planning and Zoning Commission

Contact Information

| | |
|------------------|------------------------|
| Name | Tabitha Gamble |
| Street Address | 1511 Bricknell Dr |
| City ST ZIP Code | Glenn Heights TX 75154 |
| Home Phone | 972 849 6830 |
| Work Phone | |
| E-Mail Address | tabgam@gmail.com |

Availability

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

Special Skills or Qualifications

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

Outstanding Leadership Skills, Communication Skills.
Detailed oriented, strong organizational skills with the ability
to carry out tasks with minimal supervision

Previous Volunteer Experience

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

I currently volunteer at Community, Youth, Family Services. I am a board member as well. I have also volunteered with my church Restoration Church of Cedar Hill assisting with our grocery program.

Person to Notify in Case of Emergency

| | |
|------------------|-------------------------|
| Name | Don E. Gamble |
| Street Address | 1511 Bricknell Dr |
| City ST ZIP Code | Glenn Heights, TX 75154 |
| Home Phone | 972 210 9444 |
| Work Phone | |
| E-Mail Address | degtag1@gmail.com |

Agreement and Signature

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

| | |
|----------------|----------------|
| Name (printed) | Tabitha Gamble |
| Signature | Tabitha Gamble |
| Date | 6/23/20 |

Our Policy

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

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

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

Thank you.



AGENDA SUMMARY SHEET

AUGUST 18, 2020

AGENDA, ITEM 2

Announce the dates of the Public Hearings for the 2020 Proposed Property Tax Rate, Proposed Fiscal Year 2020-2021 Budget, Amended Fiscal Year 2019-2020 Budget, and the anticipated dates of adoption. (Phillip Conner, Finance Director)

- A. Announce the schedule for the Public Hearing date of the 2020 Proposed Property Tax Rate;
September 15, 2020, Public Hearing
The Property Tax Rate adoption is scheduled for September 15, 2020.

- B. Announce the schedule for the Public Hearing dates of the Proposed Fiscal Year 2020-2021 Budget;
September 1, 2020, 1st Public Hearing, and
September 15, 2020, 2nd Public Hearing
The Budget adoption is scheduled for September 15, 2020.

- C. Announce the schedule for the Public Hearing date of the Amended Fiscal Year 2019-2020 Budget;
September 1, 2020, Public Hearing
The Amended Budget adoption is scheduled for September 15, 2020.

| | |
|-----------------------------|--|
| Motion | |
| Second | |
| For | Brown, Ipaye, Woods, Garrett, Adams, Allen, Newson |
| Against | Brown, Ipaye, Woods, Garrett, Adams, Allen, Newson |
| Abstain | |
| Approve/ Deny/ Table | |
| | |

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CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: August 18, 2020

SUBJECT

Take action on Ordinance O-10-20, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending Chapter 14 "Zoning", Exhibit A "Zoning Ordinance", Article IX "Zoning Districts", at Section 3 "Provisional districts" and at Subsection IX.3.3 "MF – Multifamily Residential District" by amending Subpart A thereof; providing a repealing clause, providing a severability clause, and providing an effective date.

REPORT IN BRIEF

Given the current trends towards more sustainable development practices, Staff is proposing an update to the standards and requirements of multifamily developments as described in the City's Zoning Ordinance.

BACKGROUND / DISCUSSION

Under the current Planned Development requirements in the City's Zoning Ordinance, all applicants are prohibited from establishing a Planned Development District that designates more than 15% of its residential units as multifamily. Not only does this policy serve as an obstacle to establishing multifamily and mixed-use developments, but this restriction also limits the ability of Staff, the Planning & Zoning Commission, and the City Council to establish zoning districts that might adequately serve the City's need for higher density residential development. For example, Staff could not administratively recommend approval for a Planned Development application that proposes a similar concept as the Palladium Glenn Heights Apartments since 100% of the residential units

are multifamily. Removing this restriction grants Staff the administrative flexibility to recommend approval of Planned Development proposals that include up to 100% multifamily residential units, strategically located, and sustainably designed and engineered with quality amenities that bring value and diversity to the City's housing stock.

The current Planned Development standards also require a minimum Retail and/or Neighborhood Services designation of 20%. Although this policy encourages mixed-use developments, the arbitrary nature of this language could limit the ability of Staff, the Planning and Zoning Commission, and the City Council to establish a mixed-use development where the nonresidential units are not separated from the residential units. The proposed flexibility clause would allow for Staff to assess a proposed development and form a recommendation based on the conceptual harmony and strategically planned placement of both the residential and non-residential components in the Planned Development.

Any recommendation from the Planning and Zoning Commission to the City Council requires the affirmative vote of four members. On May 11, 2020 the Planning and Zoning Commission could not make a recommendation on this item due to a 3-1 vote to recommend approval. Staff is proposing to revisit this amendment and discuss the concerns and comments expressed in the May 11, 2020 Planning and Zoning Commission meeting to receive a recommendation.

FISCAL IMPACT

N/A

PUBLIC CONTACT

Notice was published in a local newspaper on June 14, 2020 as required by state law and the City of Glenn Heights Comprehensive Zoning Ordinance.

ALTERNATIVES / RECOMMENDATIONS

Staff recommends approval of the proposed changes to Chapter 14 “Zoning”, Exhibit A “Zoning Ordinance” of the City’s Code of Ordinances. On June 29, 2020, the Planning and Zoning Commission also recommended approval of these proposed changes.

PREPARED BY

Miamauni Hines, Planner

REVIEWED BY

Marlon Goff, Interim Planning and Development Services Director

ATTACHMENTS

- I. Ordinance O-10-20

ORDINANCE O-10-20

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS AMENDING THE CODE OF ORDINANCES OF THE CITY OF GLENN HEIGHTS, CHAPTER 14 “ZONING”, EXHIBIT A “ZONING ORDINANCE”, ARTICLE IX “ZONING DISTRICTS”, AT SECTION 3 “PROVISIONAL DISTRICTS” AND AT SUBSECTION IX.3.3 “MF – MULTIFAMILY RESIDENTIAL DISTRICT” BY AMENDING SUBPART A THEREOF; PROVIDING A REPEALING CLAUSE, PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to amend its Zoning Ordinance regarding certain restrictions for multifamily development; and

WHEREAS, after public notice and public hearing, the Planning and Zoning Commission of the City of Glenn Heights, Texas, has recommended the amendment of the Code Of Ordinances of the City of Glenn Heights, Chapter 14, “Zoning”, Exhibit A “Zoning Ordinance”, Article IX “Zoning Districts”, at Section 3 “Provisional Districts” and at Subsection IX.3.3 “MF – Multifamily Residential District” by amending Subpart A thereof; and

WHEREAS, the City Council of the City of Glenn Heights, Texas, after public notice and public hearing, 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 Code of Ordinances be amended as described recommended by the Planning and Zoning Commission and as set forth herein;

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

SECTION 1. The Code of Ordinances of the City of Glenn Heights, Chapter 14, “Zoning”, Exhibit A “Zoning Ordinance”, Article IX “Zoning Districts”, Section 3 “Provisional Districts” and Subsection IX.3.3 “MF – Multifamily Residential District”, are hereby amended to read as follows:

“Chapter 14. Zoning

...

Exhibit A. Zoning Ordinance

...

Article IX Zoning Districts

...

Section 3 Provisional Districts

Provisional Districts are available only for use within a Planned Development and only in combination with Base Districts as listed in Section IX.1 above. The standards set for the Base District shall remain in effect unless requested and approved at the time of application. The Provisional Districts are adopted and offered for use as incentive for a more dense residential development but in not instance shall more than one Provisional District be used within a Planned Development district. A successful application for a Planned Development district including one of the Provisional Districts shall also include Retail and/or Neighborhood Services in an amount no less than twenty percent (20%) and common open space at a ratio of one (1) acre per fifty (50) residential dwelling units, single-family or multifamily unless otherwise approved by the City Manager or his/her designee. Open Space may be developed as one large park or with a maximum of twenty-five (25%) as neighborhood pocket parks, shall include playground equipment, walking and biking trails, pavilions, etc. but shall be approved at the time of Site Plan. No Concept Plan or Site Plan shall be approved without a mix of uses. Phasing of a Planned Development district including a Provisional District shall account for proportional amounts of nonresidential development and open space with residential development. No building permit for construction of a Provisional District may be issued until a Certificate of Occupancy is issued for the non-Provisional District uses and development of the required Open Space is in progress.

...

IX.3.3 MF – Multifamily Residential District

A. General Purpose and Description

The Multifamily Residential, “MF” district is intended to promote the development of and be comprised of attached residential dwellings for more than two families. The maximum density is fourteen (14) dwelling units per acre. The principal permitted land uses will include low- and mid-rise multiple-family dwellings and garden apartments. MF is available only as a Provisional District and may only be approved through the Planned Development rezoning process. Development meeting the MF district criteria shall be grouped together and may be used as a buffer between residential and nonresidential districts. Recreational, religious, health and educational uses normally located to service residential areas are

also permitted in this district. This district should be located adjacent to a major thoroughfare and serve as a buffer between nonresidential development or heavy automobile traffic and medium- or low-density residential development. Areas zoned for the MF district shall have, or shall make provision for, City of Glenn Heights' water and sewer services. They shall be designed to adequately accommodate storm drainage; they shall have paved concrete drive aisles with logical and efficient vehicular circulation patterns; they shall be properly buffered from nonresidential uses; and they shall be protected from pollution and undesirable environmental and noise impacts.

...

SECTION 2. 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 3. 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 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 4. This Ordinance shall become effective immediately upon its passage and adoption

ADOPTED AND APPROVED the 18th day of August 2020.

Harry A. Garrett, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: August 18, 2020

SUBJECT

Discuss and take action on Ordinance O-15-20, an Ordinance of the City of Glenn Heights, Texas, amending the Personnel Policies, Guidelines & Procedures of the City of Glenn Heights adopted June 7, 2010, by Ordinance O-06-10, and as thereafter amended by Ordinances O-17-10, O-11-12, O-26-12, O-01-15, O-06-19 And O-04-20 by suspending the portion of Section 6.20 Vacation Pay and Balance Management relating to Vacation Balance Accrual; providing a repealing clause; providing a savings clause; providing a severability clause; and providing an effective date.

REPORT IN BRIEF

The City of Glenn Heights Personnel Policy section 6.20 "Vacation Pay and Balance Management states as follows:

Full-time employees, upon completion of their probationary period, are eligible to request the use of any accrued vacation time. Vacation time shall begin to accrue upon the first day of employment at the rate of one workday per month.

Vacation is accrued according to the following schedule:

| Years of Service | Vacation Amount |
|-------------------------|------------------------|
| 1 | 12 workdays |
| 8 | 13 workdays |
| 9 | 14 workdays |
| 10 | 15 workdays |
| 11 | 16 workdays |

| | |
|-----|-------------|
| 12 | 17 workdays |
| 13 | 18 workdays |
| 14 | 19 workdays |
| 15+ | 20 Workdays |

Each employee is encouraged to take vacation earned in the calendar year in which it is earned whenever possible.

Requesting Vacation Leave

Employee vacation requests require approval of the Department Head prior to vacation being taken and should be submitted on the appropriate leave request form. Consideration will be given to employee requests based on departmental needs in order to ensure a balanced work schedule.

Earned vacation time may be approved in periods as designated by the Department Head or City Manager when such vacations will not interfere with the needs of the department. Vacations in increments of less than one day are discouraged.

Official holidays occurring during an employee's vacation will not be considered as vacation time and will be paid according to the Holiday Observance and Pay policy.

Vacation Balance Accrual

The maximum vacation accrual is 160 hours, and for Police and Fire 240 hours. Any accrued unused vacation leave over the allowable hours will be removed from the employee's leave balance as of December 31st each year.

BACKGROUND / DISCUSSION

Due to the Novel Coronavirus (COVID-19) global pandemic public health emergency and disaster, the City Manager instituted a temporary policy limiting the amount of accrued vacation leave that could be used by City employees. This action ensures that City Departments have a level of sufficient staffing to maintain uninterrupted services for

citizens.

FISCAL IMPACT

None.

PUBLIC CONTACT

N/A

ALTERNATIVES / RECOMMENDATION

N/A

PREPARED BY

Jaynice Porter-Brathwaite, Director of Human Resources

ATTACHMENTS

- I. Ordinance No. O-15-20

**CITY OF GLENN HEIGHTS, TEXAS
ORDINANCE NO. O-15-20**

AN ORDINANCE OF THE CITY OF GLENN HEIGHTS, TEXAS, AMENDING THE PERSONNEL POLICIES, GUIDELINES & PROCEDURES OF THE CITY OF GLENN HEIGHTS ADOPTED JUNE 7, 2010, BY ORDINANCE O-06-10, AND AS THEREAFTER AMENDED BY ORDINANCES O-17-10, O-11-12, O-26-12, O-01-15, O-06-19 AND O-04-20 BY SUSPENDING THE PORTION OF SECTION 6.20 VACATION PAY AND BALANCE MANAGEMENT RELATING TO VACATION BALANCE ACCRUAL; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Texas Government Code Section 418.108, City of Glenn Heights Mayor Harry A. Garrett issued a Declaration of Local Disaster for Public Health Emergency on March 12, 2020 due to a novel coronavirus now designated as SARS-CoV2 which causes the disease COVID-19, which declaration was affirmed and continued thereafter; and

WHEREAS, thereafter the President of the United States and the Governor of the State of Texas entered similar orders acknowledging the COVID-19 global pandemic health emergency and disaster, which were similarly confirmed and continued thereafter; and

WHEREAS, during the COVID-19 global pandemic public health emergency and disaster, in an effort to ensure uninterrupted services for the citizens of the City of Glenn Heights, the City Manager instituted a temporary policy limiting the duration of approved vacation leave time that could be used by City employees, which policy is still in effect; and

WHEREAS, in view of the temporary policy regarding duration of vacation leave time and at the instance of City Administration, the City Council of the City of Glenn Heights, Texas, desires to amend the Personnel Policies, Guidelines & Procedures of the City of Glenn Heights, adopted June 7, 2010, by Ordinance O-06-10 and as thereafter from time to time amended, to temporarily suspend the portion of Section 6.20, "Vacation Pay and Balance Management" relating to "Vacation Balance Accrual."

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

SECTION 1. The following provision regarding "Vacation Balance Accrual" set forth in Section 6.20 "Vacation Pay and Balance Management" of the Personnel Policies, Guidelines & Procedures of the City of Glenn Heights, adopted June 7, 2010, by Ordinance O-06-10, as thereafter amended from time to time, is suspended until further action of the Council:

6.20 Vacation Pay and Balance Management

...

Vacation Balance Accrual

The maximum vacation accrual is 160 hours. Any accrued unused vacation leave over 160 hours will be removed from the employee's leave balance as of December 31st each year.

....

SECTION 2. All provisions of the ordinances of the City of Glenn Heights in conflict with the provisions of this Ordinance be and the same are hereby, repealed, and all other provisions of the ordinances of the City of Glenn Heights not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

SECTION 4. This Ordinance shall take effect immediately upon its adoption.

DULY ADOPTED by the City Council of the City of Glenn Heights, Texas, on this the _____ day of _____, 2020.

APPROVED:

Harry A. Garrett, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(TM 117173VWT080620)



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: August 18, 2020

SUBJECT

Discuss and take action on the formation of a Police Department Citizens Advisory Committee.

BACKGROUND/DISCUSSION

The *Final Report of the President's 21st Century Policing*, emphasized the importance of citizen involvement in policing as a strategy to improve trust between law enforcement and the public. Within the study, citizen advisory committees or community involvement were specifically recommended as action items for local law enforcement. A citizens advisory committee is defined as a volunteer group which meets regularly to provide advice and perspectives to Department administrative staff.

Citizens advisory committees can give advice on issues related to the community and policing. Advisory committees can assist police departments with conducting research, reviewing new policies, providing skilled volunteer services, or supporting community outreach efforts.

This item, if approved would direct staff to take the steps to form a Glenn Heights Police Department Citizens Advisory Committee.

FISCAL IMPACT

N/A

PUBLIC CONTACT

N/A

ALTERNATIVES / RECOMMENDATION

N/A

PREPARED BY

V.E. Dooley, Chief of Police

ATTACHMENTS

- I. Glenn Heights Police Department Policy 343: Community Relations

Community Relations

343.1 PURPOSE AND SCOPE

Best Practice TPCA - 2.24

The purpose of this policy is to provide guidelines for community relationship-building.

Additional guidance on community relations and outreach is provided in other policies, including the:

- Hate Crimes Policy.
- Limited English Proficiency Services Policy.
- Communications with Persons with Disabilities Policy.
- Chaplains Policy.
- Patrol Policy.
- Suspicious Activity Reporting Policy.

343.2 POLICY

Best Practice TPCA - 2.24

It is the policy of the Glenn Heights Police Department to promote positive relationships between department members and the community by treating community members with dignity and respect and engaging them in public safety strategy development and relationship-building activities, and by making relevant policy and operations information available to the community in a transparent manner.

343.3 MEMBER RESPONSIBILITIES

Best Practice TPCA - 2.24

Officers should, as time and circumstances reasonably permit:

- (a) Make casual and consensual contacts with community members to promote positive community relationships (see the Contacts and Temporary Detentions Policy).
- (b) Become reasonably familiar with the schools, businesses and community groups in their assigned jurisdictional areas.
- (c) Work with community members and the department community relations coordinator to identify issues and solve problems related to community relations and public safety.
- (d) Conduct periodic foot patrols of their assigned areas to facilitate interaction with community members. Officers carrying out foot patrols should notify an appropriate supervisor and Dispatch of their status (i.e., on foot patrol) and location before beginning and upon completion of the foot patrol. They should also periodically inform Dispatch of their location and status during the foot patrol.

Community Relations

343.4 COMMUNITY RELATIONS COORDINATOR

Best Practice MODIFIED TPCA - 2.24

The Chief of Police shall serve as the community relations coordinator. He/she should report directly to the Chief of Police or authorized designee and is responsible for:

- (a) Obtaining department-approved training related to his/her responsibilities.
- (b) Responding to requests from department members and the community for assistance in identifying issues and solving problems related to community relations and public safety.
- (c) Organizing surveys to measure the condition of the department's relationship with the community.
- (d) Working with community groups, department members and other community resources to:
 1. Identify and solve public safety problems within the community.
 2. Organize programs and activities that help build positive relationships between department members and the community and provide community members with an improved understanding of department operations.
- (e) Developing patrol deployment plans that allow officers the time to participate in community engagement and problem-solving activities.
- (f) Recognizing department and community members for exceptional work or performance in community relations efforts.
- (g) Attending City council and other community meetings to obtain information on community relations needs.
- (h) Assisting with the department's response to events that may affect community relations, such as an incident where the conduct of a department member is called into public question.
- (i) Informing the City Manager and others of developments and needs related to the furtherance of the department's community relations goals, as appropriate.

343.5 SURVEYS

Best Practice TPCA - 2.24

The community relations coordinator should arrange for a survey of community members and department members to be conducted at least annually to assess the condition of the relationship between the Department and the community. Survey questions should be designed to evaluate perceptions of the following:

- (a) Overall performance of the Department
- (b) Overall competence of department members
- (c) Attitude and behavior of department members
- (d) Level of community trust in the Department

Glenn Heights Police Department

Policy Manual

Community Relations

- (e) Safety, security or other concerns

A written summary of the compiled results of the survey should be provided to the Chief of Police.

343.6 COMMUNITY AND YOUTH ACTIVITIES AND PROGRAMS

Best Practice TPCA - 2.24

The community relations coordinator should organize or assist with programs and activities that create opportunities for department members and community members, especially youth, to interact in a positive setting. Examples of such programs and events include:

- (a) Department-sponsored athletic programs (e.g., baseball, basketball, soccer, bowling).
- (b) Police-community get-togethers (e.g., cookouts, meals, charity events).
- (c) Youth leadership and life skills mentoring.
- (d) School resource officer/Drug Abuse Resistance Education (D.A.R.E.®) programs.
- (e) Neighborhood Watch and crime prevention programs.

343.7 INFORMATION SHARING

Best Practice MODIFIED TPCA - 2.24

The community relations coordinator should develop methods and procedures for the convenient sharing of information (e.g., major incident notifications, significant changes in department operations, comments, feedback, positive events) between the Department and community members. Examples of information-sharing methods include:

- (a) Community meetings.
- (b) Social media (see the Department Use of Social Media Policy).
- (c) Department website postings.

Information should be regularly refreshed, to inform and engage community members continuously.

343.8 LAW ENFORCEMENT OPERATIONS EDUCATION

Best Practice TPCA - 2.24

The community relations coordinator should develop methods to educate community members on general law enforcement operations so they may understand the work that officers do to keep the community safe. Examples of educational methods include:

- (a) Development and distribution of informational cards/flyers.
- (b) Department website postings.
- (c) Presentations to driver education classes.
- (d) Instruction in schools.
- (e) Department ride-alongs (see the Ride-Alongs Policy).

Glenn Heights Police Department

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- (f) Scenario/Simulation exercises with community member participation.
- (g) Youth internships at the Department.
- (h) Citizen academies.

Instructional information should include direction on how community members should interact with the police during enforcement or investigative contacts and how community members can make a complaint to the Department regarding alleged misconduct or inappropriate job performance by department members.

343.9 SAFETY AND OTHER CONSIDERATIONS

Best Practice

Department members responsible for community relations activities should consider the safety of the community participants and, as much as reasonably practicable, should not allow them to be present in any location or situation that would jeopardize their safety.

Department members in charge of community relations events should ensure that participating community members have completed waiver forms before participation, if appropriate. A parent or guardian must complete the waiver form if the participating community member has not reached 18 years of age.

Community members are subject to a criminal history check before approval for participation in certain activities, such as citizen academies.

343.10 COMMUNITY ADVISORY COMMITTEE

Best Practice

MODIFIED

TPCA - 2.24

The City Council should establish a committee of volunteers consisting of community members, community leaders and other community stakeholders (e.g., representatives from schools, churches, businesses, social service organizations). The makeup of the committee should reflect the demographics of the community as much as practicable.

The committee should convene regularly to:

- (a) Provide a public forum for gathering information about public safety concerns in the community.
- (b) Work with the Department to develop strategies to solve public safety problems.
- (c) Generate plans for improving the relationship between the Department and the community.
- (d) Participate in community outreach to solicit input from community members, including youth from the community.

The Chief of Police should arrange for initial and ongoing training for committee members on topics relevant to their responsibilities.

The committee shall establish bylaws that will define their duties. These bylaws are required to be approved by City Council.

Glenn Heights Police Department

Policy Manual

Community Relations

The Chief of Police may include the committee in the evaluation and development of department policies and procedures and may ask them to review certain personnel complaints for the purpose of providing recommendations regarding supervisory, training or other issues as appropriate.

343.10.1 LEGAL CONSIDERATIONS

Best Practice MODIFIED

The Chief of Police should work with the City Attorney as appropriate to ensure the committee complies with any legal requirements such as public notices, records maintenance and any other associated obligations or procedures.

343.11 TRANSPARENCY

Best Practice

The Department should periodically publish statistical data and analysis regarding the department's operations. The reports should not contain the names of officer, suspects or case numbers. The community relations coordinator should work with the community advisory committee to identify information that may increase transparency regarding department operations.

343.12 TRAINING

Best Practice TPCA - 2.24

Subject to available resources, members should receive training related to this policy, including training on topics such as:

- (a) Effective social interaction and communication skills.
- (b) Cultural, racial and ethnic diversity and relations.
- (c) Building community partnerships.
- (d) Community policing and problem-solving principles.
- (e) Enforcement actions and their effects on community relations.

Where practicable and appropriate, community members, especially those with relevant expertise, should be involved in the training to provide input from a community perspective.



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: August 18, 2020

SUBJECT

Discuss and take action on the establishment of a Neighborhood Traffic Calming Management Program. (V.E. Dooley, Chief of Police)

BACKGROUND/DISCUSSION

In an effort to increase safety and reduce violations of speed laws, cities have implemented Neighborhood Traffic Management Programs. These types of programs include traffic calming options that are designed to encourage drivers to slow down. Traffic devices can take the form of physical devices such as speed humps, cushions, and curbing or it can involve visual changes such as speed display signs and variable message signs.

A traffic study conducted by the U.S. Department of Transportation Federal Highway Administration found that speeds are consistently reduced, and safety is increased with the use of physical devices such as speed humps and tables.

Cities that have implemented a speed humps as a method to slow vehicles down typically establish an application process that uses objective evaluation criteria to determine the placement of traffic calming devices. The criteria include prioritizing areas that:

- Have higher numbers of traffic fatalities and injury crashes
- Include, or border, community centers, public libraries, schools, and parks

- Have higher percentages of youth, older adults, and people with disabilities
- Support existing and planned opportunities for walking, bicycling, and access to transit
- Are feasible to implement improvements

Example Application Process

Step 1: A resident circulates a petition to those property owners within a specified radius of the street for the requested speed humps. Signatures must exceed a threshold of those impacted by the speed hump.

Step 2: Request is submitted

Step 3: Staff will prioritize the requests based on criteria

Step 4: Meetings would be held to refine the preferred traffic management option

Step 5: A neighborhood ballot is circulated

Step 6: Recommendation by staff is made to City Council

Step 7: Final Design and Implementation (based on funding availability)

This item, if approved would give staff guidance whether to take steps to develop a Neighborhood Traffic Management Program.

Options of Traffic Calming Devices



Asphalt Speed Bump



Speed Hump



Plastic Speed Hump



Traffic Calming Sign

FISCAL IMPACT

Speed humps cost on average approximately \$2,500 each, with low estimates of about \$1,000 and high estimates of \$6,900. A traffic calming sign is approximately \$69.95.

PUBLIC CONTACT

N/A

ALTERNATIVES / RECOMMENDATION

N/A

PREPARED BY

V.E. Dooley, Chief of Police

ATTACHMENTS

- I. City of Malibu Speed Hump Policy
- II. Illustration of Speed Hump

**CITY OF MALIBU
PUBLIC WORKS DEPARTMENT
SPEED HUMPS POLICY**

Background

The desire of residents to reduce the speed of vehicles along particular residential streets has created a need to prepare a speed hump policy for the Public Works Department. Speed humps are an accepted traffic calming device used to reduce vehicle speeds on residential streets. However, the use of speed humps needs to be reviewed and evaluated by the Public Work staff to determine if the speed humps will be an effective means of resolving this issue. The speed hump policy describes the procedures for requesting, evaluating and installing speed humps on residential streets.

Speed Hump Design and Placement Criteria

- The speed humps shall be constructed using asphalt concrete, striping and signage in accordance with the attached sketch.
- Speed humps must be spaced at least 175 feet apart.
- Speed humps should be placed at least 250 feet from nearest intersection, stop sign or traffic signal.
- Only residential streets that are a minimum of ¼ mile in length and have a speed limit of 25 miles per hour are eligible for speed humps.
- The proposed street must not have more than one traffic lane in each direction and not wider than 40 feet.
- Speed humps shall not be placed on streets that exceed a sustained grade of 6%. Exception for street grades may be allowed where the steeper grades prevail over relative short distances.
- Speed humps shall not be placed closer than 250 feet before or after a steep grade of 6% or greater.
- A speed hump shall not be placed in front of a driveway, ramp or crosswalk, or within an intersection.
- A speed hump should not interfere with any handicapped access, nor extend into a gutter or other storm water conveyance which would restrict the flow.
- Speed humps should be installed at least 10 feet from an existing driveway.
- Speed humps should be positioned as close to property lines as possible.
- Streets must have a minimum Average Daily Traffic volume of 500 vehicles per day and not more than 4,000 vehicles per day.
- Speed survey that demonstrates that 60% of the vehicles are exceeding 25 miles per hour or at locations where the 85th percentile speed is found to exceed 35 miles per hour.
- Speed humps shall not be placed over utility covers or survey markers and monuments.

Process

Step 1 – Request

A homeowner or a homeowner's association or group must submit a written request/petition for the installation of speed humps on a specific street segment or segments to the Public Works Director. The request must identify the perceived traffic problem and must include contact information for a representative of the requester (individual or association/group). The request must be for a residential street.

Step 2 – Evaluate the Request

Staff will evaluate the request to install speed humps based upon the written request. Upon the evaluation, staff will contact the requester to proceed or not to proceed with the petition.

Step 3 – Conduct Petition

After the completion of the evaluation of the request, the requester shall circulate the petition to those property owners that abut the street for the requested speed humps. The petition shall include the following:

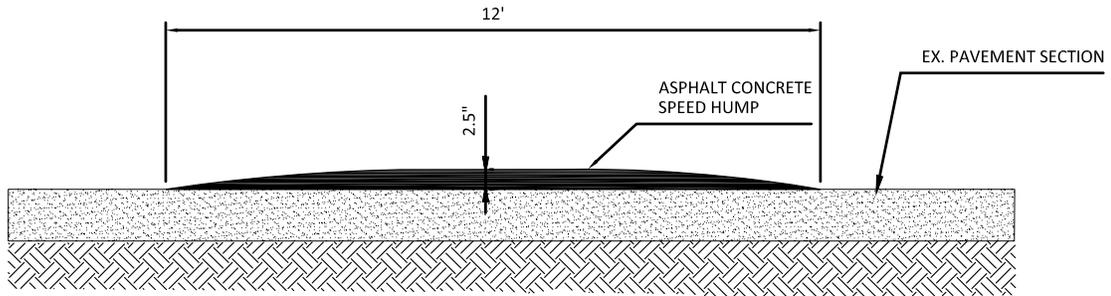
- Description of the street area
- Description of the proposed work
- Name and address of the signator
- Phone number or email address of signator (not mandatory)

The petitions must have signatures of **60% or more** of the property owners that abut the street for the requested speed humps. Only one signature per property will be counted.

Upon staff verification of the signatures, the installation of the speed humps will be scheduled with an upcoming City pavement project. The pavement project will be reviewed and approved by the City Council.

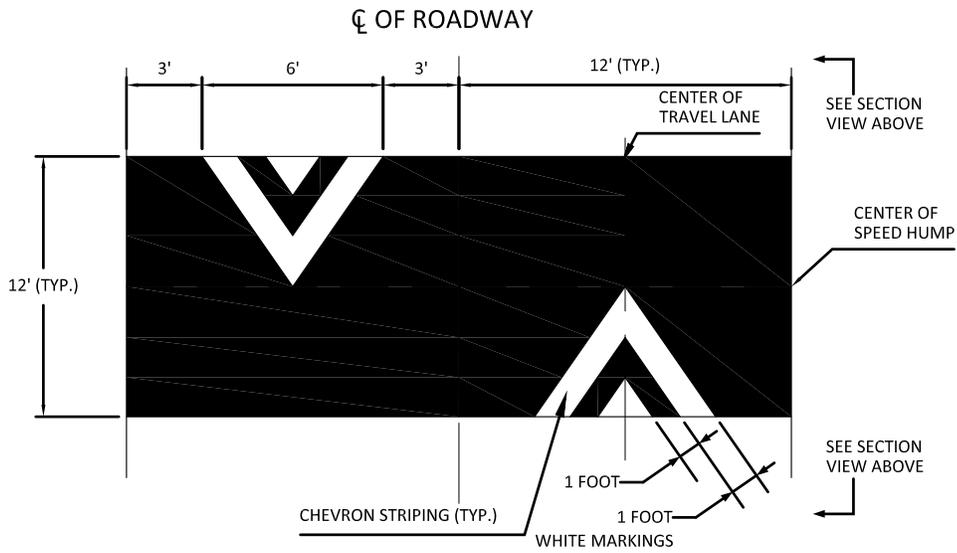
Construction

Speed humps will be constructed with asphalt concrete, Class D PG64-10, in accordance with the attached detail. The dimensions shall be 12 feet wide and 2.5-inches in height. The speed hump will have appropriate signage and/or markings that include a 12-inch white reflective chevron striping. The chevron striping shall be centered in the travel lane and be positioned in the direction of traffic. W17-1 street signs shall be placed at the beginning and ending of the street segment containing the speed humps. The final location of the speed hump will be determined by the Public Works Staff



SPEED HUMP - SECTION VIEW

NOT TO SCALE



SPEED HUMP - PLAN VIEW

NOT TO SCALE

NOTES:

1. ADVANCED WARNING SIGNS SHALL BE MUTCD W17-1 (MODIFIED) "SPEED HUMP AHEAD" OR CALTRANS W84 (CA) AND SHALL BE PLACED AS DIRECTED BY THE ENGINEER



CITY OF MALIBU
PUBLIC WORKS DEPARTMENT

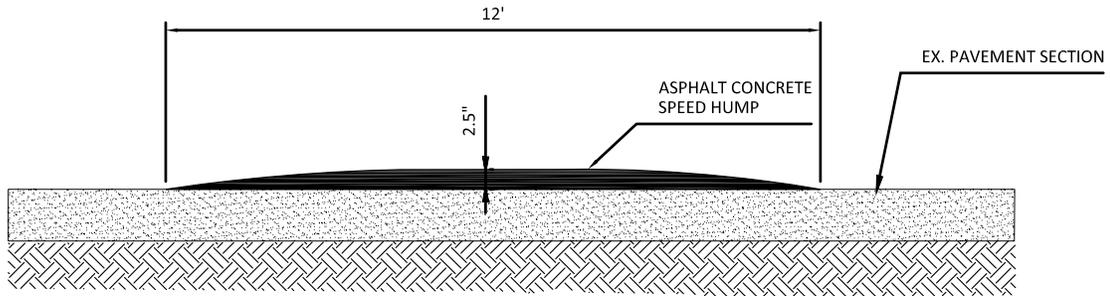
SPEED HUMPS

| | | Date |
|----------|--------------------------|------|
| Designed | RD | 3/14 |
| Drawn | AA | 3/14 |
| Checked | RD | 3/14 |
| Approved | <i>P. J. [Signature]</i> | |

STD. DET. NO.

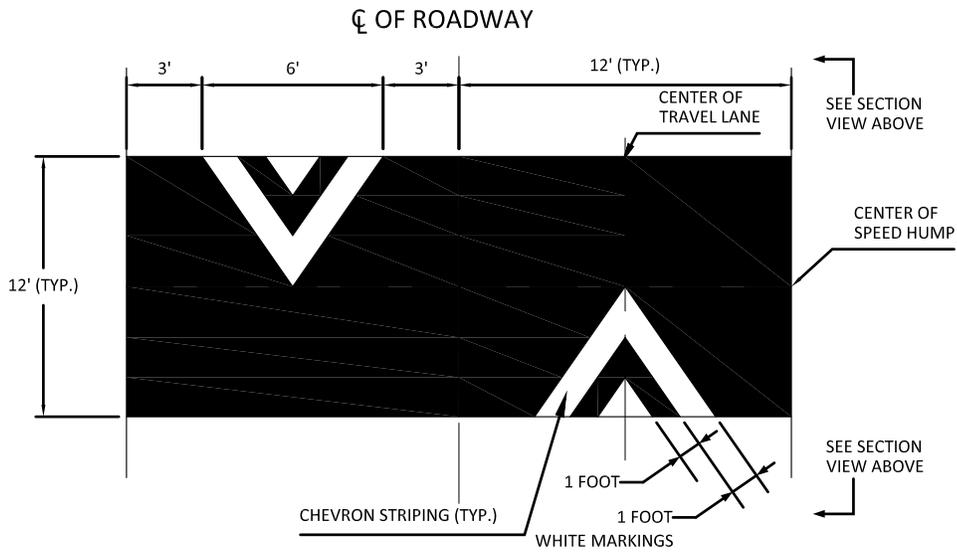
100

SHEET
1 OF 1



SPEED HUMP - SECTION VIEW

NOT TO SCALE



SPEED HUMP - PLAN VIEW

NOT TO SCALE

NOTES:

1. ADVANCED WARNING SIGNS SHALL BE MUTCD W17-1 (MODIFIED) "SPEED HUMP AHEAD" OR CALTRANS W84 (CA) AND SHALL BE PLACED AS DIRECTED BY THE ENGINEER



CITY OF MALIBU
PUBLIC WORKS DEPARTMENT

SPEED HUMPS

| | | Date |
|----------|--------------------------|------|
| Designed | RD | 3/14 |
| Drawn | AA | 3/14 |
| Checked | RD | 3/14 |
| Approved | <i>P. J. [Signature]</i> | |

STD. DET. NO.

100

SHEET
1 OF 1

GENERAL FUND
FOR THE MONTH ENDED JULY 31, 2020

Summary
Revenues & Expenditures - Budget & Actual

SUMMARY OF GENERAL FUND REVENUES (41.7 % of FY)

| | <u>Original Budget</u> | <u>AMENDED</u> | <u>YTD Actual</u> | <u>Budget %</u> |
|------------------------|------------------------|----------------|-------------------|-----------------|
| TOTAL REVENUES: | \$ 9,180,690 | \$ - | \$ 9,682,369 | 105.5% |

| | <u>Original Budget</u> | <u>AMENDED</u> | <u>YTD Actual</u> | <u>Budget %</u> |
|---|------------------------|----------------|-------------------|-----------------|
| Property Tax : | \$ 5,119,863 | \$ - | \$ 5,068,488 | 99.0% |
| 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> |
|-------------------|------------------------|----------------|-------------------|-----------------|
| Sales Tax: | \$ 611,000 | \$ - | \$ 655,648 | 107.3% |

| | <u>Original Budget</u> | <u>AMENDED</u> | <u>YTD Actual</u> | <u>Budget %</u> |
|------------------------|------------------------|----------------|-------------------|-----------------|
| Franchise Fees: | \$ 654,340 | \$ - | \$ 500,581 | 76.5% |

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> |
|---------------|---|------------------------|----------------|-------------------|-----------------|
| Electric | Oncor pays annually; Hilco pays quarterly | 256,407 | | 164,759 | 64.3% |
| Telephone | AT&T pays annually; all others quarterly | 18,000 | | 8,581 | 47.7% |
| Gas | Atmos pays annually in March | 63,667 | | - | 0.0% |
| Cable | All pay quarterly | 67,698 | | 51,739 | 76.4% |
| Garbage | Pays quarterly on commercial roll offs | - | | - | 0.0% |
| Video | Paid quarterly | 9,979 | | 4,961 | 49.7% |
| Water/WW | Paid monthly | 238,589 | | 62,500 | 26.2% |
| TOTAL: | | \$ 654,340 | \$ - | \$ 292,540 | 44.7% |

| | <u>Original Budget</u> | <u>AMENDED</u> | <u>YTD Actual</u> | <u>Budget %</u> |
|---|------------------------|----------------|-------------------|-----------------|
| Permits & Fees: | \$ 988,100 | \$ - | \$ 2,012,714 | 203.7% |
| Permits include Building Permits, garage sale permits, trade, and other miscellaneous permits | | | | |

New Housing Development Growth expected to increase this FY 19 as compared with FY 18.

| Type | <u>Original Budget</u> | <u>AMENDED</u> | <u>YTD Actual</u> | <u>Budget %</u> |
|---------------------------------|------------------------|----------------|-------------------|-----------------|
| Building Permit Fees | 350,000 | | 528,830 | 151.1% |
| Miscellaneous Permits | 45,000 | | 39,418 | 87.6% |
| Backflow and Irrigation Permits | 10,500 | | 28,502 | 271.4% |
| Infrastructure Inspection Fee | 225,000 | | 9,955 | 4.4% |
| Zoning Fee | 4,500 | | 15,005 | 333.4% |
| Plan Review | 227,500 | | 324,613 | 142.7% |
| Inspection Fee - Alcohol | - | | - | 0.0% |
| Filing Fee | - | | - | 0.0% |
| Plats | 2,000 | | 3,225 | 161.3% |
| Trade Permits | 65,800 | | 85,513 | 130.0% |
| License Registration | 15,000 | | 11,000 | 73.3% |
| Rental Registration | 32,900 | | 8,180 | 24.9% |
| Food Service | 8,400 | | 8,400 | 100.0% |
| Garage Sale Permits | 1,500 | | 230 | 15.3% |

TOTAL: \$ 988,100 \$ - 1,062,871 107.6%

| | <u>Original Budget</u> | <u>AMENDED</u> | <u>YTD Actual</u> | <u>Budget %</u> |
|------------------------------|------------------------|----------------|-------------------|-----------------|
| Charges for Services: | \$ 1,136,801 | \$ - | \$ 1,007,333 | 88.6% |

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

| | Pay Cycle(s) | <u>Original Budget</u> | <u>AMENDED</u> | <u>YTD Actual</u> | <u>Budget %</u> |
|------------------|--------------|------------------------|----------------|-------------------|-----------------|
| Tower Rental | Monthly | 39,780 | | 16,575 | 41.7% |
| Ambulance | Monthly | 215,000 | | 95,158 | 44.3% |
| Resource Officer | Annually | 37,240 | | 22,646 | 60.8% |
| Sanitation | Monthly | 838,381 | | 379,111 | 45.2% |
| Animal Pound | Monthly | 4,600 | | 260 | 5.7% |
| Wrecker | By Contract | 800 | | 800 | 100.0% |
| Finger Prints | | - | | - | 0.0% |
| Fire Inspections | | 500 | | - | 0.0% |
| Police Reports | | 500 | | 580 | 116.0% |
| TOTAL: | | 1,136,801 | - | 515,130 | 45.3% |

| <u>Court Fines:</u> | <u>Original Budget</u> | <u>AMENDED</u> | <u>YTD Actual</u> | <u>Budget %</u> |
|-----------------------------|------------------------|----------------|-------------------|-----------------|
| | \$ 321,500 | \$ - | \$ 149,819 | 46.6% |
| AL FUND EXPENDITURES | | | | |
| TOTAL EXPENDITURES: | Budget | AMENDED | Actual | Budget % |
| | \$ 8,524,318 | \$ - | \$ 5,895,694 | 69.2% |
| Administration: | Budget | AMENDED | Actual | Budget % |
| | \$ 121,510 | \$ - | \$ 90,614 | 74.6% |

| <u>Economic Development:</u> | <u>Budget</u> | <u>AMENDED</u> | <u>Actual</u> | <u>Budget %</u> |
|------------------------------|---------------|----------------|---------------|-----------------|
| | \$ 135,259 | \$ - | \$ 68,679 | 50.8% |

GENERAL FUND
REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
FY 2019-20 WITH PRIOR YEAR COMPARISON
FOR THE MONTH ENDED JULY 31, 2020

83.3%

| | CURRENT FISCAL YEAR | | | | | | | PRIOR FISCAL YEAR | | | | |
|-------------------------------------|---------------------|----------------|-------------------|---------------------|---------------|---------------------|--------------|---------------------|---------------------|-------------------|---------------------|----------------|
| | BUDGET | | ACTUAL | | | PROJECTED | | BUDGET | | FY ACTUAL | | |
| | FY 2019-20 | | M-T-D | Y-T-D | Y-T-D | FY 2019-20 | | FY 2018-2019 | | FY 2018-2019 | | |
| | Adopted Budget | Amended Budget | Jul-20 | Jul-20 | % Budget | Jul-20 | % Budget | Original Budget | Amended Budget | M-T-D July-19 | Y-T-D July -19 | Y-T-D % Budget |
| Revenues: | | | | | | | | | | | | |
| Property Tax | \$ 5,119,863 | | \$ 22,638 | \$ 5,068,488 | 99.0% | \$ 4,266,553 | 83.3% | \$ 4,335,004 | \$ 4,340,317 | \$ 16,449 | \$ 4,349,155 | 100.3% |
| Sales Tax | 611,000 | | 75,916 | 655,648 | 107.3% | \$ 509,167 | 83.3% | 540,000 | 650,000 | 53,224 | 569,563 | 105.5% |
| Franchise Fees | 654,340 | | 16,876 | 500,581 | 76.5% | \$ 545,283 | 83.3% | 639,786 | 684,450 | 653 | 564,245 | 88.2% |
| Permits & Fees | 988,100 | | 182,209 | 2,012,714 | 203.7% | \$ 823,417 | 83.3% | 956,578 | 1,024,375 | 159,549 | 1,108,809 | 115.9% |
| Charges for Service | 1,136,801 | | 97,048 | 1,007,333 | 88.6% | \$ 947,334 | 83.3% | 1,112,215 | 1,138,672 | 98,162 | 972,828 | 87.5% |
| Recreation | 1,500 | | - | 410 | 27.3% | \$ 1,250 | 83.3% | 2,000 | 1,500 | 120 | 680 | 34.0% |
| Grants & Contributions | 54,598 | | 12,718 | 50,085 | 91.7% | \$ 45,498 | 83.3% | 44,350 | 46,630 | 11,948 | 52,284 | 117.9% |
| Court Fines | 321,500 | | 14,486 | 149,819 | 46.6% | \$ 267,917 | 83.3% | 221,500 | 165,199 | 15,999 | 107,895 | 48.7% |
| Interest | 33,008 | | 56 | 122,189 | 370.2% | \$ 27,507 | 83.3% | 33,008 | 33,008 | 5,081 | 48,826 | 147.9% |
| Miscellaneous | 163,931 | | 1,619 | 35,060 | 21.4% | \$ 136,609 | 83.3% | 263,815 | 263,815 | 442 | 239,389 | 90.7% |
| 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 | 64,043 | | 5,337 | 53,370 | 83.3% | \$ 53,369 | 83.3% | 332,226 | 221,480 | - | 221,480 | 66.7% |
| Charge for Service (City Wide) | 32,006 | | 2,667 | 26,672 | 83.3% | \$ 26,672 | 83.3% | 146,431 | 97,617 | - | \$ 97,616 | 66.7% |
| Transfer from Tornado Fund | - | | - | - | 0.0% | \$ - | 0.0% | - | - | - | - | 0.0% |
| Total Revenues | \$ 9,180,690 | \$ - | \$ 431,569 | \$ 9,682,369 | 105.5% | \$ 7,650,575 | 83.3% | \$ 8,626,913 | \$ 8,667,063 | \$ 361,627 | \$ 8,332,770 | 96.6% |

WATER AND SEWER FUND
FOR THE MONTH ENDED JULY 31, 2020

Summary
Revenues & Expenditures - Budget & Actual

SUMMARY OF WATER & SEWER FUND REVENUES

| | <u>Budget</u> | <u>AMENDED</u> | <u>Actual</u> | <u>Budget %</u> |
|-------------------------------|---------------|----------------|---------------|-----------------|
| <u>TOTAL REVENUES:</u> | \$ 5,757,853 | \$ - | \$ 5,190,221 | 90.1% |
| Water and Sewer sales | | | | |

| | <u>Budget</u> | <u>AMENDED</u> | <u>Actual</u> | <u>Budget %</u> |
|--------------------|---------------|----------------|---------------|-----------------|
| Water Sales | \$ 2,471,000 | \$ - | \$ 2,337,183 | 94.6% |

| | <u>Budget</u> | <u>AMENDED</u> | <u>Actual</u> | <u>Budget %</u> |
|-----------------------------|---------------|----------------|---------------|-----------------|
| Miscellaneous Income | \$ 3,978 | \$ - | \$ 2,135 | 53.7% |

SUMMARY OF WATER & SEWER FUND EXPENDITURES

| | <u>Budget</u> | <u>AMENDED</u> | <u>Actual</u> | <u>Budget %</u> |
|-----------------------------------|---------------|----------------|---------------|-----------------|
| <u>TOTAL EXPENDITURES:</u> | \$ 6,150,040 | \$ - | \$ 4,794,451 | 78.0% |

| | <u>Budget</u> | <u>AMENDED</u> | <u>Actual</u> | <u>Budget %</u> |
|------------------------|---------------|----------------|---------------|-----------------|
| Meter Services: | \$ 217,535 | \$ - | \$ 140,496 | 64.6% |

SUMMARY OF YEAR-END PROJECTIONS

DRAINAGE FUND
FOR THE MONTH ENDED JULY 31, 2020

Summary
Revenues & Expenditures - Budget & Actual

SUMMARY OF MUNICIPAL DRAINAGE FUND

| | <u>Budget</u> | <u>AMENDED</u> | <u>Actual</u> | <u>Budget %</u> |
|-------------------------------|-------------------|----------------|-------------------|-----------------|
| <u>TOTAL REVENUES:</u> | \$ 313,812 | \$ - | \$ 278,626 | 88.8% |

| | <u>Budget</u> | <u>AMENDED</u> | <u>Actual</u> | <u>Budget %</u> |
|-----------------------------------|-------------------|----------------|-------------------|-----------------|
| <u>TOTAL EXPENDITURES:</u> | \$ 315,928 | \$ - | \$ 246,653 | 78.1% |

SUMMARY OF YEAR-END PROJECTIONS

DRAINAGE FUND
REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
FY 2019-20 WITH PRIOR YEAR COMPARISON
FOR THE MONTH ENDED JULY 31, 2020

83.3%

| | CURRENT FISCAL YEAR | | | | | | |
|---|---------------------|----------------|------------------|-------------------|--------------|-------------------|--------------|
| | BUDGET | | ACTUAL | | | FY PROJECTED | |
| | FY 2019-20 | | M-T-D | Y-T-D | Y-T-D | FY 2019-20 | |
| | Original Budget | Amended Budget | Jul-20 | Jul-20 | % Budget | Jul-20 | % Budget |
| Revenues: | | | | | | | |
| Drainage Fees - Residential | \$ 283,030 | | \$ 26,180 | \$ 252,607 | 89.3% | \$ 235,858 | 83.3% |
| Drainage Fees - Commercial | 30,782 | | 2,615 | 26,000 | 84.5% | 25,652 | 83.3% |
| Interest | - | | - | 19 | 0.0% | - | 0.0% |
| Total Revenues | \$ 313,812 | \$ - | \$ 28,795 | \$ 278,626 | 88.8% | \$ 261,510 | 83.3% |
| Expenditures: | | | | | | | |
| Storm Water Operations | 315,928 | | \$ 18,401 | \$ 246,653 | 78.1% | \$ 263,273 | 83.3% |
| Operating Transfer to General Fund | - | \$ - | \$ - | \$ - | 0.0% | \$ - | 0.0% |
| Total Expenditures | \$ 315,928 | \$ - | \$ 18,401 | \$ 246,653 | 78.1% | \$ 263,273 | 83.3% |
| Total Revenues Over (Under) Exp | \$ (2,116) | \$ - | \$ 10,394 | \$ 31,973 | | \$ (1,763) | |
| Other Financing Sources (Uses): | | | | | | | |
| 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) | | (1,314) | (13,146) | 83.3% | - | |
| Capital Projects Fund - City Commit | - | - | - | - | | - | |
| Net Change in Fund Balance | \$ (17,891) | \$ - | | \$ 18,827 | | | |
| Total Unrestricted Fund Balance - BOY | 267,240 | | | 267,240 | | | |
| Total Fund Balance - EOY | \$ 249,349 | \$ - | | \$ 286,067 | | \$ - | |
| Less: Commitments for Specific Use | - | - | | - | | - | |
| Ending Fund Balance - Unrestricted | \$ 249,349 | \$ - | | \$ 286,067 | | \$ - | |
| AVERAGE DAILY EXPENDITURES | \$ 866 | \$ - | | \$ 903 | | | |
| Number of Days In Reserve | 288 | | | 317 | | | |

| PRIOR FISCAL YEAR | | | | |
|---------------------|--------------------|-------------------|-------------------|------------|
| BUDGET | | FY ACTUAL | | |
| FY 2018-19 | | M-T-D | Y-T-D | Y-T-D |
| Original Budget | Amended Budget | July 19 | July 19 | % Budget |
| \$ 273,276 | \$ 277,480 | \$ 24,109 | \$ 235,589 | 84.9% |
| 29,000 | 30,178 | 2,585 | 25,865 | 85.7% |
| - | - | 5 | 43 | 0.0% |
| \$ 302,276 | \$ 307,658 | \$ 26,699 | \$ 261,497 | 87% |
| 439,141 | \$ 313,620 | \$ 28,274 | \$ 193,836 | 61.8% |
| - | \$ - | - | - | 0.0% |
| \$ 439,141 | \$ 313,620 | \$ 28,274 | \$ 193,836 | 44% |
| \$ (136,865) | \$ (5,962) | \$ (1,575) | \$ 67,661 | |
| - | - | - | - | |
| - | - | - | - | |
| - | - | - | - | |
| - | - | - | - | |
| (15,775) | (15,775) | (1,314) | (13,146) | 83.3% |
| - | - | - | - | |
| \$ (152,640) | \$ (21,737) | | \$ 54,515 | |
| \$ 464,768 | \$ 288,977 | | \$ 288,977 | |
| \$ 312,128 | \$ 267,240 | | \$ 343,492 | |
| - | - | | - | |
| \$ 312,128 | \$ 267,240 | | \$ 343,492 | |
| \$ 1,203 | \$ 859 | | | |
| 259 | 311 | | | |

| | | |
|-----------|-----------|-----------|
| 4/30/2020 | 5/31/2020 | 6/30/2020 |
| 10/1/2019 | 10/1/2019 | 10/1/2019 |
| 212 | 243 | 273 |

OTHER FUNDS
FOR THE MONTH ENDED JULY 31, 2020

Summary
Revenues & Expenditures - Budget & Actual

SUMMARY OF OTHER FUNDS

DEBT SERVICE FUND

| | Budget | AMENDED | Actual | Budget % |
|------------------------|--------------|---------|--------------|----------|
| TOTAL REVENUES: | \$ 1,475,318 | \$ - | \$ 1,497,993 | 101.5% |

| | Budget | AMENDED | Actual | Budget % |
|----------------------------|--------------|---------|--------------|----------|
| TOTAL EXPENDITURES: | \$ 1,451,474 | \$ - | \$ 1,453,674 | 100.2% |

E911 FUND

| | Budget | AMENDED | Actual | Budget % |
|------------------------|-----------|---------|-----------|----------|
| TOTAL REVENUES: | \$ 72,015 | \$ - | \$ 78,331 | 108.8% |

| | Budget | AMENDED | Actual | Budget % |
|----------------------------|-----------|---------|-----------|----------|
| TOTAL EXPENDITURES: | \$ 33,000 | \$ - | \$ 27,500 | 0.00% |

VEHICLE REPLACEMENT FUND

| | BUDGET | AMENDED | Actual | Budget % |
|------------------------|------------|---------|------------|----------|
| TOTAL REVENUES: | \$ 250,000 | \$ - | \$ 289,994 | 116.0% |

| | BUDGET | AMENDED | Actual | Budget % |
|----------------------------|------------|---------|-------------|----------|
| TOTAL EXPENDITURES: | \$ 110,000 | \$ - | \$ (71,361) | -64.9% |

WATER SEWER IMPACT FUND

| | BUDGET | AMENDED | Actual | Budget % |
|------------------------|------------|---------|------------|----------|
| TOTAL REVENUES: | \$ 895,011 | \$ - | \$ 818,922 | 91.5% |

| | BUDGET | AMENDED | Actual | Budget % |
|----------------------------|--------------|---------|------------|----------|
| TOTAL EXPENDITURES: | \$ 1,645,000 | \$ - | \$ 128,858 | 7.8% |

OTHER FUNDS: FINANCIAL SUMMARY
REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
FOR THE MONTH ENDED JULY 31, 2020

| | | BUDGET | | | | | Y-T-D ACTUAL | | | | | | | |
|--------------------------|-------------------|--------------|--------------|-------------------------|--------------------------------|--------------------------|--------------|----------|--------------|----------|-------------------------|----------|--------------------------------|-------------------------------|
| FUND | FUND NAME | Revenues | Expenditures | Change in Fund Balances | Fund Balance Beginning of Year | Fund Balance End of Year | Revenues | % Budget | Expenditures | % Budget | Change in Fund Balances | % Budget | Fund Balance Beginning of Year | Y-T-D Fund Balance Projection |
| DEBT SERVICE FUND | | | | | | | | | | | | | | |
| 300 | Debt Service Fund | \$ 1,475,318 | \$ 1,451,474 | \$ 23,844 | \$ 345,673 | \$ 369,517 | \$ 1,497,993 | 102% | \$ 1,453,674 | 100% | \$ 44,319 | 185.9% | \$ 345,673 | \$ 389,992 |

| SPECIAL REVENUE FUNDS | | | | | | | | | | | | | | |
|------------------------------|-----------------------|-----------|-----------|-----------|------------|------------|-----------|------|-----------|----|-----------|--------|------------|------------|
| 200 | Court Technology Fund | \$ 3,551 | \$ - | \$ 3,551 | \$ 361 | \$ 3,912 | \$ 3,240 | 91% | \$ - | 0% | \$ 3,240 | 91.2% | \$ 361 | \$ 3,601 |
| 201 | Court Security Fund | 2,812 | - | 2,812 | 39,861 | 42,673 | 3,413 | 121% | - | 0% | 3,413 | 121.4% | 39,861 | 43,274 |
| 205 | E911 Fund | 72,015 | 33,000 | 39,015 | 165,640 | 204,655 | 78,331 | 109% | 27,500 | 0% | 50,831 | 130.3% | 165,640 | 216,471 |
| 207 | Family Festival | - | - | - | - | - | - | 0% | - | 0% | - | 0.0% | - | - |
| 213 | Federal Seizure Fund | - | - | - | 2,952 | 2,952 | 25 | 0% | - | 0% | 25 | 0.0% | 2,952 | 2,977 |
| 214 | State Seizure Fund | - | - | - | 7,647 | 7,647 | 290 | 0% | - | 0% | 290 | 0.0% | 7,647 | 7,937 |
| 250 | Operating Grants Fund | - | - | - | 2,113 | 2,113 | 2,132 | 0% | - | 0% | 2,132 | 0.0% | 2,113 | 4,245 |
| | | \$ 78,378 | \$ 33,000 | \$ 45,378 | \$ 218,574 | \$ 263,952 | \$ 87,431 | | \$ 27,500 | | \$ 59,931 | | \$ 218,574 | \$ 278,505 |

| CAPITAL PROJECTS FUND | | | | | | | | | | | | | | |
|------------------------------|-------------------------------|---------------|---------------|--------------|---------------|---------------|--------------|------|--------------|------|--------------|---------|---------------|---------------|
| 215 | Street Impact Fees (restr) | \$ 448,465 | \$ 12,000 | \$ 436,465 | \$ 1,372,660 | \$ 1,809,125 | \$ 410,830 | 92% | \$ 115,673 | 964% | \$ 295,157 | 67.6% | \$ 1,372,660 | \$ 1,667,817 |
| 230 | Park Fees | 216,467 | 586,000 | (369,533) | 813,028 | 443,495 | 198,665 | 92% | 86,067 | 15% | 112,598 | -30.5% | 813,028 | 925,626 |
| 400 | 2006 Bonds | - | 18,644 | (18,644) | 18,644 | - | 7 | 0% | - | 0% | 7 | 0.0% | 18,644 | 18,651 |
| 402 | City Hall Capital Proj Fund | 1,427,168 | 1,444,511 | (17,343) | 1,388,631 | 1,371,288 | 1,810 | 0% | 444,498 | 0% | (442,689) | 2552.5% | 1,388,631 | 945,943 |
| 406 | Vehicle Replacement Fund | 250,000 | 110,000 | 140,000 | 1,272 | 141,272 | 289,994 | 116% | (71,361) | -65% | 361,355 | 258.1% | 1,272 | 362,627 |
| 403 | 2016 GO Bonds | 15,000,000 | 7,822,339 | 7,177,661 | 6,443,402 | 13,621,063 | 120,701 | 1% | 470,306 | 0% | (349,605) | -4.9% | 6,443,402 | 6,093,797 |
| 410 | Reserved for Capital Projects | 210,000 | 3,387,636 | (3,177,636) | 5,556,808 | 2,379,172 | 751,017 | 358% | 74,205 | 0% | 676,812 | -21.3% | 5,556,808 | 6,233,620 |
| 412 | Veterans Memorial | - | - | - | (3,095) | (3,095) | - | 0% | - | 0% | - | - | (3,095) | (3,095) |
| 515-1&2 | Water Sewer Impact Fund | 895,011 | 1,645,000 | (749,989) | 2,125,331 | 1,375,342 | 818,922 | 91% | 128,858 | 8% | 690,064 | -92.0% | 2,125,331 | 2,815,395 |
| | | | | | | | | | | | | 0.0% | - | - |
| | | \$ 18,447,111 | \$ 15,026,130 | \$ 3,420,981 | \$ 17,745,607 | \$ 21,166,588 | \$ 2,594,222 | | \$ 1,279,449 | | \$ 1,314,773 | | \$ 17,745,607 | \$ 19,060,380 |

MAY 2020 CASH AND INVESTMENT REPORT

| POOLED CASH RECONCILIATION | |
|-----------------------------------|---|
| Fund | Balance In Pooled Cash Per General Ledger |
| 100 General Fund | 7,442,431.00 |
| 200 Court Technology | 3,769.92 |
| 201 Court Security | 20,778.79 |
| 202 Court Comptroller | 812.17 |
| 205 911 Wireless | 225,938.52 |
| 207 Family Festival | - |
| | - |
| 213 Federal Seizure | - |
| 214 State Seizure | (2,600.29) |
| 215 Street Impact | 1,513,793.12 |
| 216 Keep GH Beautiful | - |
| 230 Park Fees | 780,357.26 |
| 250 Operating Grants | 5,239.01 |
| 300 Debt Service | 148,284.72 |
| 400 2006 Bonds | 35,796.64 |
| 402 2015 CO Bond | 888,255.52 |
| 403 2016 GO BOND | (203,449.20) |
| 406 Vehicle Replacement | 437,128.02 |
| 407 Disaster Recovery | 79,437.39 |
| 401 2008 Bonds | (104,168.00) |
| 412 Veterans Memorial | - |
| 425 COVID | (128,497.93) |
| 500 Water & Sewer | (622,523.33) |
| 515 W/S Impact | 2,455,690.09 |
| 550 Drainage | 244,161.86 |
| 700 CFAAG | - |
| 410 GF Capital Projects | 6,227,920.71 |
| TOTAL POOLED CASH - GL | 19,448,555.99 |
| Balance per Bank Statement | 19,657,790.99 |
| Reconciling Items: | |
| Add: Deposits In-Transit | |
| Less: Outstanding Checks | |
| Less: Outstanding Other | |
| Adjusting Items | 2,363,347.80 |
| Adjusted GL Balance | 22,021,138.79 |
| Unreconciled Difference | (2,572,582.80) |

| OTHER PROSPERITY BANK ACCOUNTS RECONCILIATION | | | | | | | | |
|---|------------------------|--------------------------------------|--------------------------|--------------------------|-------------------------|-------------------|--|-------------------------|
| Bank Account | GL Balance | Beginning Balance Per Bank Statement | Add: Deposits in Transit | Less: Outstanding Checks | Other Reconciling Items | Ending GL Balance | | Unreconciled Difference |
| Cash Benefits Trust | \$ 8,699.05 | \$ 8,699.05 | \$ 111,615.03 | \$ (66,241.69) | \$ 36.47 | \$ 54,108.86 | | \$ - |
| Seizure Hold | \$ 5,438.49 | \$ 5,438.49 | | \$ - | \$ 0.23 | \$ 5,438.72 | | \$ - |
| 2015 C/O Bond | \$ 69,203.82 | \$ 69,203.82 | | \$ - | \$ 11.72 | \$ 69,215.54 | | \$ - |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$ - |
| 2006 Bond | \$ 9,395.89 | \$ 9,395.89 | | \$ - | \$ 0.40 | \$ 9,396.29 | | \$ - |
| Customer W/S Deposits | \$ 451,608.86 | \$ 451,608.86 | | \$ - | \$ 382.51 | \$ 451,991.37 | | \$ - |
| Park Fees | \$ 205,169.41 | \$ 205,169.41 | \$ - | \$ - | \$ 43.44 | \$ 205,212.85 | | \$ - |
| W/S Impact Fees | \$ 390,573.66 | \$ 390,573.66 | \$ - | \$ - | \$ 99.24 | \$ 390,672.90 | | \$ - |
| Street Impact | \$ 258,728.13 | \$ 258,728.13 | \$ - | \$ - | \$ 219.14 | \$ 258,947.27 | | \$ - |
| Chamber of Commerce | \$ 16,806.74 | \$ 16,806.74 | \$ - | \$ - | \$ 14.24 | \$ 16,820.98 | | \$ - |
| Veterans Memorial | \$ 2,844.20 | \$ 2,844.20 | \$ - | \$ - | \$ 2.41 | \$ 2,846.61 | | \$ - |
| TOTAL OTHER PROSP | \$ 1,418,468.25 | | | | | | | |

| TOTAL CASH/INVESTMENT BAL | |
|---------------------------|------------------|
| FUND | CASH BALANCE |
| General Fund | \$ 7,771,654.96 |
| Court Technology | 3,770.74 |
| Court Security | 43,251.78 |
| 911 Wireless | 226,677.26 |
| 2016 GO Bond | 13,876,791.04 |
| SIB Account | 644,581.57 |
| Family Festival | - |
| State Seizure | 8,538.65 |
| Street Impact Fees | 1,772,740.39 |
| Veterans Memorial | 2,846.61 |
| Park Fees | 985,570.11 |
| Operating Grants | 5,239.01 |
| Debt Service | 148,284.72 |
| 2006 Bonds | 45,192.93 |
| W/S Fund | (115,157.26) |
| W/S Impact Fees | 2,846,362.99 |
| Drainage | 246,404.41 |
| 2008 Bond | (104,168.00) |
| Fed Seizure | 2,977.67 |
| Keep GH | 247.95 |
| | \$ 28,411,807.53 |

| BANK SECURITY PROSPERITY (PLEGDED COLLATERAL) | |
|---|------------------|
| 1001 POOLED CASH ACCOUNT | \$ 19,657,790.99 |
| 1015 BENEFITS TRUST ACCOUNT | \$ 54,108.86 |
| 1001 STREET IMPACT FEES (4593) | \$ 258,947.27 |
| 1030 W/W/W IMPACT FEES (7207) | \$ 390,672.90 |
| SEIZURE HOLD | \$ 5,438.72 |
| 2015 C/O BOND | \$ 69,215.54 |
| 1050 CASH PARK FEES (2949) | \$ 205,212.85 |
| 1002 CASH-2006 BONDS (8055) | \$ 9,396.29 |
| 1001 WATER CUSTOMER DEPOSITS | \$ 451,991.37 |
| | |
| | |
| TOTAL BANK BALANCES | \$ 21,102,774.79 |
| LESS FDIC INSURED | \$ (250,000.00) |
| | |
| COLLATERALIZED TOTAL: | \$ 20,852,774.79 |
| COLLATERALIZED TOTAL 102% | \$ 21,269,830.29 |
| COLLATERAL PER BANK | \$ 22,887,291.35 |

| TEXSTAR RECONCILIATION | | | |
|------------------------|----------------------|---------------------|----------------------------|
| Fund | GL Balance - Texstar | Add: Interest/Other | Balance Per Bank Statement |
| General Fund | \$ 329,167.92 | \$ 56.04 | \$ 329,223.96 |
| | | | |
| W/S Fund | \$ 53,252.09 | \$ 9.07 | \$ 53,261.16 |
| Water Debt Serv | \$ 2,113.20 | \$ 0.34 | \$ 2,113.54 |
| General Debt Service | \$ 6,172.02 | \$ 0.99 | \$ 6,173.01 |
| SIB Loan | \$ 644,471.93 | \$ 109.64 | \$ 644,581.57 |
| Drainage | \$ 2,242.20 | \$ 0.35 | \$ 2,242.55 |
| Court Security | \$ 22,469.15 | \$ 3.84 | \$ 22,472.99 |
| Court Tech | \$ 0.82 | \$ - | \$ 0.82 |
| 2008 Bond | \$ - | \$ - | \$ - |
| 911 Wireless | \$ 738.69 | \$ 0.05 | \$ 738.74 |
| Fed Seizure | \$ 2,977.10 | \$ 0.57 | \$ 2,977.67 |
| State Seizure | \$ 8,537.17 | \$ 1.48 | \$ 8,538.65 |
| Keep GH | \$ 247.94 | \$ 0.01 | \$ 247.95 |
| 2016 GO Bond | \$ 14,171,523.23 | \$ (91,282.99) | \$ 14,080,240.24 |

TOTAL TEXSTAR \$ 15,152,812.85

| APR % | |
|---------|---------|
| Prosper | 0.3500% |
| TexStar | 0.0719% |

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

CHECK DATE: 7/01/2020 THRU 7/31/2020
 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 | 7/07/2020 | MISC. | 000001 | OPTUM BANK, INC. | 14.42 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000002 | OPTUM BANK, INC. | 20.00 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000003 | PO HOLDING LLC | 0.89 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000004 | PO HOLDING LLC | 2.96 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000005 | PO HOLDING LLC | 16.66 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000006 | Superior Vision of Texas | 0.79 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000007 | Superior Vision of Texas | 13.72 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000008 | Superior Vision of Texas | 9.50 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000009 | Superior Vision of Texas | 5.88 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000010 | Superior Vision of Texas | 5.88 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000011 | Superior Vision of Texas | 31.20 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000012 | UNITEDHEALTHCARE INSURANCE COM | 44.70 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000013 | UNITEDHEALTHCARE INSURANCE COM | 775.44 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000014 | UNITEDHEALTHCARE INSURANCE COM | 343.02 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000015 | UNITEDHEALTHCARE INSURANCE COM | 349.30 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000016 | UNITEDHEALTHCARE INSURANCE COM | 469.22 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000017 | UNITEDHEALTHCARE INSURANCE COM | 272.35 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000018 | UNITEDHEALTHCARE INSURANCE COM | 544.70 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000019 | UNITEDHEALTHCARE INSURANCE COM | 1,476.45 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000020 | UNITEDHEALTHCARE INSURANCE COM | 659.10 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000021 | UNITEDHEALTHCARE INSURANCE COM | 567.54 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000022 | AMERICAN HERITAGE LIFE INSURAN | 53.19 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000023 | AMERICAN HERITAGE LIFE INSURAN | 0.98 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000024 | AMERICAN HERITAGE LIFE INSURAN | 50.56 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000025 | AMERICAN HERITAGE LIFE INSURAN | 19.22 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000026 | LINCOLN NATIONAL LIFE INSURANC | 114.80 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000027 | LINCOLN NATIONAL LIFE INSURANC | 65.60 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000028 | LINCOLN NATIONAL LIFE INSURANC | 7.91 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000029 | LINCOLN NATIONAL LIFE INSURANC | 34.31 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000030 | LINCOLN NATIONAL LIFE INSURANC | 26.40 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000031 | LINCOLN NATIONAL LIFE INSURANC | 167.44 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000032 | LINCOLN NATIONAL LIFE INSURANC | 1.27 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000033 | LINCOLN NATIONAL LIFE INSURANC | 47.21 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000034 | LINCOLN NATIONAL LIFE INSURANC | 20.08 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000035 | LINCOLN NATIONAL LIFE INSURANC | 51.80 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000036 | LINCOLN NATIONAL LIFE INSURANC | 2.04 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000037 | LINCOLN NATIONAL LIFE INSURANC | 11.85 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000038 | LINCOLN NATIONAL LIFE INSURANC | 0.51 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000001 | Superior Vision of Texas | 9.25 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000002 | Superior Vision of Texas | 14.93 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000003 | Superior Vision of Texas | 5.60 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000004 | Superior Vision of Texas | 4.66 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000005 | Superior Vision of Texas | 4.74 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000006 | Superior Vision of Texas | 10.58 | OUTSTND | A | 0/00/0000 |

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

CHECK DATE: 7/01/2020 THRU 7/31/2020
 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 | 7/23/2020 | MISC. | 000007 | Superior Vision of Texas | 9.62 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000008 | Superior Vision of Texas | 27.09 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000009 | Superior Vision of Texas | 8.95 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000010 | UNITEDHEALTHCARE INSURANCE COM | 257.48 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000011 | UNITEDHEALTHCARE INSURANCE COM | 841.19 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000012 | UNITEDHEALTHCARE INSURANCE COM | 162.01 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000013 | UNITEDHEALTHCARE INSURANCE COM | 245.94 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000014 | UNITEDHEALTHCARE INSURANCE COM | 275.73 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000015 | UNITEDHEALTHCARE INSURANCE COM | 93.41 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000016 | UNITEDHEALTHCARE INSURANCE COM | 375.81 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000017 | UNITEDHEALTHCARE INSURANCE COM | 111.09 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000018 | UNITEDHEALTHCARE INSURANCE COM | 516.59 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000019 | UNITEDHEALTHCARE INSURANCE COM | 223.94 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000020 | UNITEDHEALTHCARE INSURANCE COM | 437.95 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000021 | UNITEDHEALTHCARE INSURANCE COM | 931.87 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000022 | UNITEDHEALTHCARE INSURANCE COM | 1,258.78 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000023 | UNITEDHEALTHCARE INSURANCE COM | 324.00 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000024 | UNITEDHEALTHCARE INSURANCE COM | 531.98 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000025 | UNITEDHEALTHCARE INSURANCE COM | 180.88 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000026 | UNITEDHEALTHCARE INSURANCE COM | 519.03 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000027 | UNITEDHEALTHCARE INSURANCE COM | 283.77 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000028 | AMERICAN HERITAGE LIFE INSURAN | 29.14 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000029 | AMERICAN HERITAGE LIFE INSURAN | 48.10 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000030 | AMERICAN HERITAGE LIFE INSURAN | 29.58 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000031 | AMERICAN HERITAGE LIFE INSURAN | 47.89 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000032 | AMERICAN HERITAGE LIFE INSURAN | 20.30 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000033 | DEER OAKS EAD SERVICES, LLC | 7.78 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000034 | DEER OAKS EAD SERVICES, LLC | 12.39 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000035 | DEER OAKS EAD SERVICES, LLC | 4.33 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000036 | PO HOLDING LLC | 41.17 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000037 | PO HOLDING LLC | 3.22 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000038 | PO HOLDING LLC | 3.65 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000039 | PO HOLDING LLC | 13.45 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000040 | OPTUM BANK, INC. | 1.67 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000041 | OPTUM BANK, INC. | 12.75 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000042 | OPTUM BANK, INC. | 21.76 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000043 | OPTUM BANK, INC. | 15.79 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000044 | LINCOLN NATIONAL LIFE INSURANC | 62.73 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000045 | LINCOLN NATIONAL LIFE INSURANC | 112.29 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000046 | LINCOLN NATIONAL LIFE INSURANC | 39.51 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000047 | LINCOLN NATIONAL LIFE INSURANC | 22.50 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000048 | LINCOLN NATIONAL LIFE INSURANC | 27.69 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000049 | LINCOLN NATIONAL LIFE INSURANC | 62.98 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000050 | LINCOLN NATIONAL LIFE INSURANC | 68.46 | OUTSTND | A | 0/00/0000 |

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

CHECK DATE: 7/01/2020 THRU 7/31/2020
 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 | 7/23/2020 | MISC. | 000051 | LINCOLN NATIONAL LIFE INSURANC | 146.11 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000052 | LINCOLN NATIONAL LIFE INSURANC | 67.18 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000053 | LINCOLN NATIONAL LIFE INSURANC | 25.72 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000054 | LINCOLN NATIONAL LIFE INSURANC | 46.20 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000055 | LINCOLN NATIONAL LIFE INSURANC | 20.00 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000056 | LINCOLN NATIONAL LIFE INSURANC | 29.96 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000057 | LINCOLN NATIONAL LIFE INSURANC | 48.09 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000058 | LINCOLN NATIONAL LIFE INSURANC | 4.57 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000059 | LINCOLN NATIONAL LIFE INSURANC | 22.71 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000060 | LINCOLN NATIONAL LIFE INSURANC | 35.70 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000061 | LINCOLN NATIONAL LIFE INSURANC | 12.47 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000062 | LINCOLN NATIONAL LIFE INSURANC | 5.75 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000063 | LINCOLN NATIONAL LIFE INSURANC | 8.98 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000064 | LINCOLN NATIONAL LIFE INSURANC | 2.39 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000065 | LINCOLN NATIONAL LIFE INSURANC | 18.13 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000066 | LINCOLN NATIONAL LIFE INSURANC | 10.70 | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000067 | LINCOLN NATIONAL LIFE INSURANC | 2.01 | OUTSTND | A | 0/00/0000 |

TOTALS FOR ACCOUNT 1-00-100

| | | |
|----------------|--------|-----------|
| CHECK | TOTAL: | 0.00 |
| DEPOSIT | TOTAL: | 0.00 |
| INTEREST | TOTAL: | 0.00 |
| MISCELLANEOUS | TOTAL: | 15,181.56 |
| 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: 7/01/2020 THRU 7/31/2020
 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 | 7/01/2020 | CHECK | 920607 | Superior Vision of Texas | 671.32CR | OUTSTND | A | 0/00/0000 |
| 1-00-1015 | 7/01/2020 | CHECK | 920608 | LINCOLN NATIONAL LIFE INSURANC | 6,061.13CR | OUTSTND | A | 0/00/0000 |
| 1-00-1015 | 7/01/2020 | CHECK | 920609 | DEER OAKS EAD SERVICES, LLC | 78.54CR | OUTSTND | A | 0/00/0000 |
| 1-00-1015 | 7/01/2020 | CHECK | 920610 | UNITEDHEALTHCARE INSURANCE COM | 45,116.00CR | OUTSTND | A | 0/00/0000 |
| 1-00-1015 | 7/01/2020 | CHECK | 920611 | AMERICAN HERITAGE LIFE INSURAN | 1,422.56CR | OUTSTND | A | 0/00/0000 |
| 1-00-1015 | 7/09/2020 | CHECK | 920612 | PO HOLDING LLC | 739.75CR | OUTSTND | A | 0/00/0000 |
| 1-00-1015 | 7/09/2020 | CHECK | 920613 | OPTUM BANK, INC. | 742.09CR | OUTSTND | A | 0/00/0000 |
| 1-00-1015 | 7/23/2020 | CHECK | 920614 | Superior Vision of Texas | 641.46CR | OUTSTND | A | 0/00/0000 |
| 1-00-1015 | 7/23/2020 | CHECK | 920615 | LINCOLN NATIONAL LIFE INSURANC | 6,595.83CR | OUTSTND | A | 0/00/0000 |
| 1-00-1015 | 7/23/2020 | CHECK | 920616 | DEER OAKS EAD SERVICES, LLC | 75.48CR | OUTSTND | A | 0/00/0000 |
| 1-00-1015 | 7/23/2020 | CHECK | 920617 | UNITEDHEALTHCARE INSURANCE COM | 46,861.60CR | OUTSTND | A | 0/00/0000 |
| 1-00-1015 | 7/23/2020 | CHECK | 920618 | AMERICAN HERITAGE LIFE INSURAN | 1,231.28CR | OUTSTND | A | 0/00/0000 |
| 1-00-1015 | 7/23/2020 | CHECK | 920619 | PO HOLDING LLC | 635.90CR | OUTSTND | A | 0/00/0000 |
| 1-00-1015 | 7/23/2020 | CHECK | 920620 | OPTUM BANK, INC. | 742.09CR | OUTSTND | A | 0/00/0000 |

| | | | | | | | | |
|-----------|-----------|---------|--|--------------------------------|-----------|---------|---|-----------|
| DEPOSIT: | | | | | | | | |
| 1-00-1015 | 7/01/2020 | DEPOSIT | | BENEFITS TRANSFER JUNE-JULY | 53,349.55 | OUTSTND | G | 0/00/0000 |
| 1-00-1015 | 7/09/2020 | DEPOSIT | | DISCOVERY-OPTUM PPE 07.05.2020 | 1,481.84 | OUTSTND | G | 0/00/0000 |
| 1-00-1015 | 7/23/2020 | DEPOSIT | | BENEFITS TRANSFER JUL.&AUG. | 56,783.64 | OUTSTND | G | 0/00/0000 |

| | | | |
|-----------------------------|----------------|--------|--------------|
| TOTALS FOR ACCOUNT 1-00-101 | CHECK | TOTAL: | 111,615.03CR |
| | DEPOSIT | TOTAL: | 111,615.03 |
| | 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: | 111,615.03CR |
| | DEPOSIT | TOTAL: | 111,615.03 |
| | INTEREST | TOTAL: | 0.00 |
| | MISCELLANEOUS | TOTAL: | 15,181.56 |
| | SERVICE CHARGE | TOTAL: | 0.00 |
| | EFT | TOTAL: | 0.00 |
| | BANK-DRAFT | TOTAL: | 0.00 |

COMPANY: 402 - CITY HALL CAPITAL PROJ FU
 ACCOUNT: 1-00-1099 2015 C/O BOND
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 7/01/2020 THRU 7/31/2020
 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 | 7/23/2020 | CHECK | 001033 | MOTTLA ENTERPRISES, INC. | 5,000.00CR | OUTSTND | A | 0/00/0000 |
| TOTALS FOR ACCOUNT 1-00-109 | | | | CHECK | TOTAL: | 5,000.00CR | | |
| | | | | 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 CITY HALL CAPITAL PROJ FU | | | | CHECK | TOTAL: | 5,000.00CR | | |
| | | | | 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 | | |

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

CHECK DATE: 7/01/2020 THRU 7/31/2020
 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 | 7/07/2020 | MISC. | 000001 | PO HOLDING LLC | 0.89CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000002 | Superior Vision of Texas | 0.79CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000003 | UNITEDHEALTHCARE INSURANCE COM | 44.70CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000004 | AMERICAN HERITAGE LIFE INSURAN | 0.98CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000005 | LINCOLN NATIONAL LIFE INSURANC | 7.91CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000006 | LINCOLN NATIONAL LIFE INSURANC | 1.27CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000001 | Superior Vision of Texas | 9.25CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000002 | Superior Vision of Texas | 4.66CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000003 | Superior Vision of Texas | 9.62CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000004 | Superior Vision of Texas | 8.95CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000005 | UNITEDHEALTHCARE INSURANCE COM | 257.48CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000006 | UNITEDHEALTHCARE INSURANCE COM | 245.94CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000007 | UNITEDHEALTHCARE INSURANCE COM | 93.41CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000008 | UNITEDHEALTHCARE INSURANCE COM | 111.09CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000009 | UNITEDHEALTHCARE INSURANCE COM | 516.59CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000010 | UNITEDHEALTHCARE INSURANCE COM | 931.87CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000011 | UNITEDHEALTHCARE INSURANCE COM | 324.00CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000012 | UNITEDHEALTHCARE INSURANCE COM | 180.88CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000013 | AMERICAN HERITAGE LIFE INSURAN | 29.14CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000014 | AMERICAN HERITAGE LIFE INSURAN | 29.58CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000015 | DEER OAKS EAD SERVICES, LLC | 7.78CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000016 | PO HOLDING LLC | 41.17CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000017 | PO HOLDING LLC | 3.65CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000018 | OPTUM BANK, INC. | 1.67CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000019 | OPTUM BANK, INC. | 21.76CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000020 | LINCOLN NATIONAL LIFE INSURANC | 62.73CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000021 | LINCOLN NATIONAL LIFE INSURANC | 22.50CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000022 | LINCOLN NATIONAL LIFE INSURANC | 68.46CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000023 | LINCOLN NATIONAL LIFE INSURANC | 67.18CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000024 | LINCOLN NATIONAL LIFE INSURANC | 25.72CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000025 | LINCOLN NATIONAL LIFE INSURANC | 29.96CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000026 | LINCOLN NATIONAL LIFE INSURANC | 22.71CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000027 | LINCOLN NATIONAL LIFE INSURANC | 5.75CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000028 | LINCOLN NATIONAL LIFE INSURANC | 18.13CR | 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: | 3,208.17CR |
| 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: 7/01/2020 THRU 7/31/2020
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

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

TOTALS FOR COVID-19 RESPONSE

| | | |
|----------------|--------|------------|
| CHECK | TOTAL: | 0.00 |
| DEPOSIT | TOTAL: | 0.00 |
| INTEREST | TOTAL: | 0.00 |
| MISCELLANEOUS | TOTAL: | 3,208.17CR |
| 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: 7/01/2020 THRU 7/31/2020
 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 | 7/07/2020 | MISC. | 000001 | OPTUM BANK, INC. | 14.42CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000002 | OPTUM BANK, INC. | 20.00CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000003 | PO HOLDING LLC | 16.66CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000004 | Superior Vision of Texas | 13.72CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000005 | Superior Vision of Texas | 5.88CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000006 | Superior Vision of Texas | 31.20CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000007 | UNITEDHEALTHCARE INSURANCE COM | 775.44CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000008 | UNITEDHEALTHCARE INSURANCE COM | 349.30CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000009 | UNITEDHEALTHCARE INSURANCE COM | 272.35CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000010 | UNITEDHEALTHCARE INSURANCE COM | 1,476.45CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000011 | UNITEDHEALTHCARE INSURANCE COM | 659.10CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000012 | UNITEDHEALTHCARE INSURANCE COM | 567.54CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000013 | AMERICAN HERITAGE LIFE INSURAN | 53.19CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000014 | AMERICAN HERITAGE LIFE INSURAN | 50.56CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000015 | LINCOLN NATIONAL LIFE INSURANC | 114.80CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000016 | LINCOLN NATIONAL LIFE INSURANC | 34.31CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000017 | LINCOLN NATIONAL LIFE INSURANC | 167.44CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000018 | LINCOLN NATIONAL LIFE INSURANC | 47.21CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000019 | LINCOLN NATIONAL LIFE INSURANC | 51.80CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000020 | LINCOLN NATIONAL LIFE INSURANC | 11.85CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000001 | Superior Vision of Texas | 14.93CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000002 | Superior Vision of Texas | 4.74CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000003 | Superior Vision of Texas | 27.09CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000004 | UNITEDHEALTHCARE INSURANCE COM | 841.19CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000005 | UNITEDHEALTHCARE INSURANCE COM | 275.73CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000006 | UNITEDHEALTHCARE INSURANCE COM | 223.94CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000007 | UNITEDHEALTHCARE INSURANCE COM | 1,258.78CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000008 | UNITEDHEALTHCARE INSURANCE COM | 531.98CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000009 | UNITEDHEALTHCARE INSURANCE COM | 519.03CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000010 | AMERICAN HERITAGE LIFE INSURAN | 48.10CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000011 | AMERICAN HERITAGE LIFE INSURAN | 47.89CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000012 | DEER OAKS EAD SERVICES, LLC | 12.39CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000013 | PO HOLDING LLC | 13.45CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000014 | OPTUM BANK, INC. | 12.75CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000015 | OPTUM BANK, INC. | 15.79CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000016 | LINCOLN NATIONAL LIFE INSURANC | 112.29CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000017 | LINCOLN NATIONAL LIFE INSURANC | 27.69CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000018 | LINCOLN NATIONAL LIFE INSURANC | 146.11CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000019 | LINCOLN NATIONAL LIFE INSURANC | 46.20CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000020 | LINCOLN NATIONAL LIFE INSURANC | 48.09CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000021 | LINCOLN NATIONAL LIFE INSURANC | 35.70CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000022 | LINCOLN NATIONAL LIFE INSURANC | 8.98CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000023 | LINCOLN NATIONAL LIFE INSURANC | 10.70CR | OUTSTND | A | 0/00/0000 |

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

CHECK DATE: 7/01/2020 THRU 7/31/2020
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

| ACCOUNT | --DATE-- | --TYPE-- | NUMBER | -----DESCRIPTION----- | ----AMOUNT--- | STATUS | FOLIO | CLEAR DATE | |
|-------------------------------|----------|----------|--------|-----------------------|---------------|--------|-------|------------|------------|
| TOTALS FOR ACCOUNT 1-00-100 | | | | CHECK | TOTAL: | | | | 0.00 |
| | | | | DEPOSIT | TOTAL: | | | | 0.00 |
| | | | | INTEREST | TOTAL: | | | | 0.00 |
| | | | | MISCELLANEOUS | TOTAL: | | | | 9,016.76CR |
| | | | | 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: | | | | 9,016.76CR |
| | | | | SERVICE CHARGE | TOTAL: | | | | 0.00 |
| | | | | EFT | TOTAL: | | | | 0.00 |
| | | | | BANK-DRAFT | TOTAL: | | | | 0.00 |

COMPANY: 550 - MUNICIPAL DRAINAGE FUND
ACCOUNT: 1-00-1000 CLAIM ON POOLED CASH
TYPE: All
STATUS: All
FOLIO: All

CHECK DATE: 7/01/2020 THRU 7/31/2020
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 | 7/07/2020 | MISC. | 000001 | PO HOLDING LLC | 2.96CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000002 | Superior Vision of Texas | 9.50CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000003 | Superior Vision of Texas | 5.88CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000004 | UNITEDHEALTHCARE INSURANCE COM | 343.02CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000005 | UNITEDHEALTHCARE INSURANCE COM | 469.22CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000006 | UNITEDHEALTHCARE INSURANCE COM | 544.70CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000007 | AMERICAN HERITAGE LIFE INSURAN | 19.22CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000008 | LINCOLN NATIONAL LIFE INSURANC | 65.60CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000009 | LINCOLN NATIONAL LIFE INSURANC | 26.40CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000010 | LINCOLN NATIONAL LIFE INSURANC | 20.08CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000011 | LINCOLN NATIONAL LIFE INSURANC | 2.04CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/07/2020 | MISC. | 000012 | LINCOLN NATIONAL LIFE INSURANC | 0.51CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000001 | Superior Vision of Texas | 5.60CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000002 | Superior Vision of Texas | 10.58CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000003 | UNITEDHEALTHCARE INSURANCE COM | 162.01CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000004 | UNITEDHEALTHCARE INSURANCE COM | 375.81CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000005 | UNITEDHEALTHCARE INSURANCE COM | 437.95CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000006 | UNITEDHEALTHCARE INSURANCE COM | 283.77CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000007 | AMERICAN HERITAGE LIFE INSURAN | 20.30CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000008 | DEER OAKS EAD SERVICES, LLC | 4.33CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000009 | PO HOLDING LLC | 3.22CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000010 | LINCOLN NATIONAL LIFE INSURANC | 39.51CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000011 | LINCOLN NATIONAL LIFE INSURANC | 62.98CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000012 | LINCOLN NATIONAL LIFE INSURANC | 20.00CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000013 | LINCOLN NATIONAL LIFE INSURANC | 4.57CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000014 | LINCOLN NATIONAL LIFE INSURANC | 12.47CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000015 | LINCOLN NATIONAL LIFE INSURANC | 2.39CR | OUTSTND | A | 0/00/0000 |
| 1-00-1000 | 7/23/2020 | MISC. | 000016 | LINCOLN NATIONAL LIFE INSURANC | 2.01CR | OUTSTND | A | 0/00/0000 |

TOTALS FOR ACCOUNT 1-00-100

| | | |
|----------------|--------|------------|
| CHECK | TOTAL: | 0.00 |
| DEPOSIT | TOTAL: | 0.00 |
| INTEREST | TOTAL: | 0.00 |
| MISCELLANEOUS | TOTAL: | 2,956.63CR |
| SERVICE CHARGE | TOTAL: | 0.00 |
| EFT | TOTAL: | 0.00 |
| BANK-DRAFT | TOTAL: | 0.00 |

TOTALS FOR MUNICIPAL DRAINAGE FUND

| | | |
|----------------|--------|------------|
| CHECK | TOTAL: | 0.00 |
| DEPOSIT | TOTAL: | 0.00 |
| INTEREST | TOTAL: | 0.00 |
| MISCELLANEOUS | TOTAL: | 2,956.63CR |
| 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: 7/01/2020 THRU 7/31/2020
 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 | 7/09/2020 | BANK-DRAFT | 000189 | INTERNAL REVENUE SERVICE | 41,723.19CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/09/2020 | BANK-DRAFT | 000190 | TEXAS CHILD SUPPORT | 1,800.01CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/09/2020 | BANK-DRAFT | 000191 | State Disbursement Unit | 398.00CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | BANK-DRAFT | 000192 | TEXAS CHILD SUPPORT | 2,227.39CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | BANK-DRAFT | 000193 | State Disbursement Unit | 398.00CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | BANK-DRAFT | 000194 | INTERNAL REVENUE SERVICE | 46,312.86CR | OUTSTND | A | 0/00/0000 |
| CHECK: | | | | | | | | |
| 1-00-1099 | 7/01/2020 | CHECK | 120716 | BRITTON METER REPAIR | 596.00CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/01/2020 | CHECK | 120717 | TYLER TECHNOLOGIES | 2,635.71CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/01/2020 | CHECK | 120718 | MASSEY'S TIRES & WHEELS | 15.00CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/01/2020 | CHECK | 120719 | NATIONAL ALL PRO QUICK LUBE | 211.10CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/01/2020 | CHECK | 120720 | OFFICE DEPOT CREDIT PLAN | 206.59CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/01/2020 | CHECK | 120721 | TEXAS MUNICIPAL | 32,278.27CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/01/2020 | CHECK | 120722 | TXU ENERGY | 10,353.18CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/01/2020 | CHECK | 120723 | TRINITY RIVER AUTHORITY | 261.80CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/01/2020 | CHECK | 120724 | WISEMAN HARDWARE, INC. | 53.68CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/01/2020 | CHECK | 120725 | TPX COMMUNICATIONS | 5,890.28CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/01/2020 | CHECK | 120726 | VERNELLE DOOLEY | 235.98CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/01/2020 | CHECK | 120727 | EVERBRIDGE, INC. | 7,500.00CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/01/2020 | CHECK | 120728 | THE ADT SECURITY CORPORATION D | 54.11CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/01/2020 | CHECK | 120729 | GROSSMAN DESIGN BUILD, LLC | 93,678.55CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/09/2020 | CHECK | 120730 | PAYROLL CHECK | 3,593.84CR | OUTSTND | P | 0/00/0000 |
| 1-00-1099 | 7/09/2020 | CHECK | 120731 | PAYROLL CHECK | 2,090.29CR | OUTSTND | P | 0/00/0000 |
| 1-00-1099 | 7/09/2020 | CHECK | 120732 | ICMA | 1,232.60CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/09/2020 | CHECK | 120733 | KEITH'S ACE HARDWARE | 185.32CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/09/2020 | CHECK | 120734 | BRITTON METER REPAIR | 2,927.84CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/09/2020 | CHECK | 120735 | EDDIE PEACOCK, PLLC | 240.00CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/09/2020 | CHECK | 120736 | Home Depot Credit Services | 10.81CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/09/2020 | CHECK | 120737 | NATIONAL ALL PRO QUICK LUBE | 194.80CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/09/2020 | CHECK | 120738 | BLUETARP FINANCIAL, INC. | 99.97CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/09/2020 | CHECK | 120739 | O'REILLY AUTOMOTIVE, INC. | 312.59CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/09/2020 | CHECK | 120740 | OFFICE DEPOT (ONLINE) | 59.98CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/09/2020 | CHECK | 120741 | WISEMAN HARDWARE, INC. | 20.99CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/09/2020 | CHECK | 120742 | WILLIS EXTERMINATING CO. | 150.00CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/09/2020 | CHECK | 120743 | NEVILL FINANCIAL LEASING (CH) | 2,757.40CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/09/2020 | CHECK | 120744 | MAC HAIK FORD | 27.46CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/09/2020 | CHECK | 120745 | KYOCERA DOCUMENT SOLUTIONS AME | 409.43CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/09/2020 | CHECK | 120746 | AT&T | 31.22CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/09/2020 | CHECK | 120747 | TEXAS MATERIALS GROUP, INC. | 3,060.21CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/09/2020 | CHECK | 120748 | CURTIS LEE NOTTINGHAM II | 226.03CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/09/2020 | CHECK | 120749 | CASS ROBERT CALLAWAY | 2,000.00CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/09/2020 | CHECK | 120750 | INSIGHT DIRECT USA, INC. | 2,202.34CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/09/2020 | CHECK | 120751 | MCCOYS PHOTOGRAPHY, LP | 371.00CR | OUTSTND | A | 0/00/0000 |

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

CHECK DATE: 7/01/2020 THRU 7/31/2020
 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 | 7/17/2020 | CHECK | 120752 | BROWN, ASHLEY | 33.60CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120753 | HABASH, SAMI | 80.96CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120754 | EICHTEN, STEVEN & ST | 12.36CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120755 | MAIN STREET RENEWAL | 17.55CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120756 | DUNN, DELORES | 2.22CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120757 | TAH 2016-1 BORROWER | 67.14CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120758 | MOSELEY, STACIE & MI | 104.27CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120759 | BUCHANAN, NORMA & CH | 8.74CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120760 | CHAMPMON, JAMIE | 117.63CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120761 | J & K EXCAVATION | 1,200.00CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120762 | PATE, BRANDON & KATI | 0.45CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120763 | MASON, BRIANNA | 90.62CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120764 | RIOS, LEONORA | 81.69CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120765 | RODRIGUEZ, MILTON | 64.07CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120766 | WHITE, TOMMY OR REBE | 12.60CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120767 | WALIDALCHAHROUR, LAM | 39.07CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120768 | ELLIOTT, STEPHANIE | 59.96CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120769 | DAVIS, KASHUNDA | 71.21CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120770 | DR HORTON HOMES | 20.62CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120771 | OLIVAREZ, DIEGO | 43.65CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120772 | CASCO INDUSTRIES INC | 267.00CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120773 | IMPERATIVE INFORMATION GROUP, | 245.00CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120774 | MASSEY'S TIRES & WHEELS | 30.00CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120775 | OMNIBASE SERVICES OF TEXAS | 312.97CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120776 | OFFICE DEPOT (ONLINE) | 59.98CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120777 | RED OAK AUTO PARTS | 277.98CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120778 | TML-IRP | 2,154.50CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120779 | BOUND TREE MEDICAL, LLC. | 1,282.12CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120780 | AUGUST INDUSTRIES | 529.25CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120781 | LEADERSHIP SOUTHWEST, INC. | 50.00CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120782 | TEXAS COMPTROLLER OF PUBLIC AC | 27,215.48CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120783 | CARLISLE CHEVROLET CADILLAC | 139.74CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120784 | PRIMARY HEALTH, INC d/b/a CARE | 408.00CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120785 | DALLAS CO. DEPT OF HEALTH & HU | 47.83CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120786 | CREDIT SYSTEMS INTERNATIONAL, | 80.89CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120787 | FLEET SERVICES | 4,796.56CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120788 | MAC HAIK FORD | 52.99CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120789 | EMERGENCY EQUIPMENT OF NORTH T | 538.10CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120790 | CHARTER BUSINESS COMMUNICATION | 25.47CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120791 | NICHOLS, JACKSON, DILLARD, HAG | 6,231.80CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120792 | AT&T TOLL FREE | 119.57CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120793 | DATAPROSE | 3,435.64CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120794 | TEXAS FIRST RENTALS, LLC | 1,077.47CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120795 | WIESE INDUSTRIES, INC. | 3,498.31CR | OUTSTND | A | 0/00/0000 |

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

CHECK DATE: 7/01/2020 THRU 7/31/2020
 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 | 7/17/2020 | CHECK | 120796 | LUIS E. HERNANDEZ LLC | 680.00CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120797 | WADE TRIM INC | 771.25CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120798 | DFW COMMUNICATIONS, INC. | 770.00CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120799 | AXON ENTERPRISE, INC. | 599.00CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | CHECK | 120800 | SOUTHERN COMPUTER WAREHOUSE, I | 2,043.37CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | CHECK | 120801 | PAYROLL CHECK | 3,593.84CR | OUTSTND | P | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | CHECK | 120802 | PAYROLL CHECK | 1,657.47CR | OUTSTND | P | 0/00/0000 |
| *** 1-00-1099 | 7/23/2020 | CHECK | 120804 | KEITH'S ACE HARDWARE | 123.08CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | CHECK | 120805 | ATMOS ENERGY | 150.62CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | CHECK | 120806 | BANK OF AMERICA NA | 4,725.00CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | CHECK | 120807 | USA BLUEBOOK | 939.46CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | CHECK | 120808 | AIR SUPPLY | 40.75CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | CHECK | 120809 | BRITTON METER REPAIR | 820.73CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | CHECK | 120810 | DALLAS WATER UTILITIES | 99,957.46CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | CHECK | 120811 | EAGLE FIRE EXTINGUISHER | 1,900.80CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | CHECK | 120812 | FROST NATIONAL BANK-BOND PAYME | 20,705.00CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | CHECK | 120813 | Home Depot Credit Services | 242.93CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | CHECK | 120814 | NATIONAL ALL PRO QUICK LUBE | 80.95CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | CHECK | 120815 | BLUETARP FINANCIAL, INC. | 1,611.96CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | CHECK | 120816 | O'REILLY AUTOMOTIVE, INC. | 197.86CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | CHECK | 120817 | RENTAL ONE | 203.88CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | CHECK | 120818 | TEXAS WORKFORCE COMMISSION | 2,901.35CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | CHECK | 120819 | TEXAS MUNICIPAL | 33,002.16CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | CHECK | 120820 | TRINITY RIVER AUTHORITY | 374,410.00CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | CHECK | 120821 | WISEMAN HARDWARE, INC. | 135.96CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | CHECK | 120822 | WASTE MANAGEMENT DALLAS | 70,081.59CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | CHECK | 120823 | BOUND TREE MEDICAL, LLC. | 480.00CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | CHECK | 120824 | AT&T | 1,171.59CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | CHECK | 120825 | DALLAS COUNTY CLERK | 34.00CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | CHECK | 120826 | BRANCH BANKING AND TRUST COMPA | 5,273.25CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | CHECK | 120827 | KIMARK SYSTEMS, INC | 316.35CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | CHECK | 120828 | U.S. BANK NATIONAL ASSOCIATION | 234,050.00CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | CHECK | 120829 | J.T. HORN OIL CO., INC. | 3,128.00CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | CHECK | 120830 | LINEBARGER GOGGAN BLAIR & SAMP | 564.07CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | CHECK | 120831 | JON WASKOM | 4,500.00CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | CHECK | 120832 | MCGRIFF, SEIBELS & WILLIVOIDED | 18,000.00CR | VOIDED | A | 7/23/2020 |
| 1-00-1099 | 7/23/2020 | CHECK | 120833 | CITI BANK | 4,915.43CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | CHECK | 120834 | RICH & BURNS UTILITIES, LLC | 5,440.62CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | CHECK | 120835 | WEST NORTH TEXAS INSPECTION SE | 19,450.00CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | CHECK | 120836 | OSI VISION, LLC | 20,115.00CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/27/2020 | CHECK | 120837 | MCGRIFF, SEIBELS & WILLIAMS, I | 9,000.00CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/31/2020 | CHECK | 120838 | KEITH'S ACE HARDWARE | 128.52CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/31/2020 | CHECK | 120839 | BRITTON METER REPAIR | 101.01CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/31/2020 | CHECK | 120840 | GALLS INCORPORATED | 732.88CR | OUTSTND | A | 0/00/0000 |

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

CHECK DATE: 7/01/2020 THRU 7/31/2020
 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 | 7/31/2020 | CHECK | 120841 | DESOTO JANITORIAL SUPPLY | 125.84CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/31/2020 | CHECK | 120842 | LANDMARK EQUIPMENT | 115.11CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/31/2020 | CHECK | 120843 | LANGUAGE LINE SERVICES | 78.32CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/31/2020 | CHECK | 120844 | MASSEY'S TIRES & WHEELS | 86.44CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/31/2020 | CHECK | 120845 | NATIONAL ALL PRO QUICK LUBE | 25.50CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/31/2020 | CHECK | 120846 | O'REILLY AUTOMOTIVE, INC. | 253.13CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/31/2020 | CHECK | 120847 | INTERSTATE BILLING SERVICES | 350.51CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/31/2020 | CHECK | 120848 | BOUND TREE MEDICAL, LLC. | 56.80CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/31/2020 | CHECK | 120849 | CARLISLE CHEVROLET CADILLAC | 46.56CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/31/2020 | CHECK | 120850 | CHARTER BUSINESS COMMUNICATION | 80.26CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/31/2020 | CHECK | 120851 | HERITAGE ASPHALT COMPANY LLC | 465.00CR | OUTSTND | A | 0/00/0000 |
| 1-00-1099 | 7/31/2020 | CHECK | 120852 | PRICE, PROCTOR & ASSOCIATES LL | 400.00CR | OUTSTND | A | 0/00/0000 |
| DEPOSIT: | | | | | | | | |
| 1-00-1099 | 7/01/2020 | DEPOSIT | | CASH RECEIPTS | 172.00 | OUTSTND | M | 0/00/0000 |
| 1-00-1099 | 7/01/2020 | DEPOSIT | 000001 | ONLINE PAYMNT 7/01/2020 | 6,163.52 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/01/2020 | DEPOSIT | 000002 | CREDIT CARDS 7/01/2020 | 2,403.21 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/01/2020 | DEPOSIT | 000003 | REGULAR DAILY DEP 7/01/2020 | 965.96 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/01/2020 | DEPOSIT | 000004 | CREDIT CARDS 7/01/2020 | 1,418.26 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/01/2020 | DEPOSIT | 000005 | BENEFITS TRANSFER JUNE-JULY | 53,349.55CR | OUTSTND | G | 0/00/0000 |
| 1-00-1099 | 7/02/2020 | DEPOSIT | | ONLINE PAYMNT 7/02/2020 | 7.00 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/02/2020 | DEPOSIT | 000001 | CASH RECEIPTS | 1,516.70 | OUTSTND | M | 0/00/0000 |
| 1-00-1099 | 7/02/2020 | DEPOSIT | 000002 | CREDIT CARDS 7/02/2020 | 10.00 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/02/2020 | DEPOSIT | 000003 | REGULAR DAILY DEP 7/02/2020 | 5.00 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/02/2020 | DEPOSIT | 000004 | ONLINE PAYMNT 7/02/2020 | 9,086.41 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/02/2020 | DEPOSIT | 000005 | CREDIT CARDS 7/02/2020 | 4,119.09 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/02/2020 | DEPOSIT | 000006 | REGULAR DAILY DEP 7/02/2020 | 2,147.69 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/02/2020 | DEPOSIT | 000007 | CREDIT CARDS 7/02/2020 | 531.75 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/06/2020 | DEPOSIT | | ONLINE PAYMNT 7/06/2020 | 10.50 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/06/2020 | DEPOSIT | 000001 | CASH RECEIPTS | 1,525.70 | OUTSTND | M | 0/00/0000 |
| 1-00-1099 | 7/06/2020 | DEPOSIT | 000002 | ONLINE PAYMNT 7/06/2020 | 27,052.16 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/06/2020 | DEPOSIT | 000003 | CREDIT CARDS 7/06/2020 | 4,638.28 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/06/2020 | DEPOSIT | 000004 | REGULAR DAILY DEP 7/06/2020 | 8,411.84 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/06/2020 | DEPOSIT | 000005 | CREDIT CARDS 7/06/2020 | 1,111.10 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/06/2020 | DEPOSIT | 000006 | CREDIT CARDS 7/06/2020 | 42,356.51 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/06/2020 | DEPOSIT | 000007 | REGULAR DAILY DEP 7/06/2020 | 78,735.35 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/07/2020 | DEPOSIT | | CASH RECEIPTS | 340.90 | OUTSTND | M | 0/00/0000 |
| 1-00-1099 | 7/07/2020 | DEPOSIT | 000001 | CASH RECEIPTS | 644.80 | OUTSTND | M | 0/00/0000 |
| 1-00-1099 | 7/07/2020 | DEPOSIT | 000002 | CREDIT CARDS 7/07/2020 | 430.26 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/07/2020 | DEPOSIT | 000003 | REGULAR DAILY DEP 7/07/2020 | 21,665.52 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/07/2020 | DEPOSIT | 000004 | CREDIT CARDS 7/07/2020 | 705.00 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/07/2020 | DEPOSIT | 000005 | REGULAR DAILY DEP 7/07/2020 | 226.80 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/07/2020 | DEPOSIT | 000006 | ONLINE PAYMNT 7/07/2020 | 6,888.97 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/07/2020 | DEPOSIT | 000007 | CREDIT CARDS 7/07/2020 | 4,194.20 | OUTSTND | C | 0/00/0000 |

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

CHECK DATE: 7/01/2020 THRU 7/31/2020
 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 | 7/07/2020 | DEPOSIT | 000008 | REGULAR DAILY DEP 7/07/2020 | 2,981.90 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/07/2020 | DEPOSIT | 000009 | DAILY PAYMENT POSTING | 103.00 | OUTSTND | U | 0/00/0000 |
| 1-00-1099 | 7/08/2020 | DEPOSIT | | CASH RECEIPTS | 439.90 | OUTSTND | M | 0/00/0000 |
| 1-00-1099 | 7/08/2020 | DEPOSIT | 000001 | ONLINE PAYMNT 7/08/2020 | 3.50 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/08/2020 | DEPOSIT | 000002 | CASH RECEIPTS | 644.80 | OUTSTND | M | 0/00/0000 |
| 1-00-1099 | 7/08/2020 | DEPOSIT | 000003 | CREDIT CARDS 7/08/2020 | 987.50 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/08/2020 | DEPOSIT | 000004 | REGULAR DAILY DEP 7/08/2020 | 100.00 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/08/2020 | DEPOSIT | 000005 | ONLINE PAYMNT 7/08/2020 | 6,678.21 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/08/2020 | DEPOSIT | 000006 | CREDIT CARDS 7/08/2020 | 2,949.97 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/08/2020 | DEPOSIT | 000007 | REGULAR DAILY DEP 7/08/2020 | 15,036.55 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/08/2020 | DEPOSIT | 000008 | CREDIT CARDS 7/08/2020 | 2,518.20 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/09/2020 | DEPOSIT | | REGULAR DAILY DEP 7/09/2020 | 395.00 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/09/2020 | DEPOSIT | 000001 | CREDIT CARDS 7/09/2020 | 432.23 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/09/2020 | DEPOSIT | 000002 | CREDIT CARDS 7/09/2020 | 1,190.00 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/09/2020 | DEPOSIT | 000003 | REGULAR DAILY DEP 7/09/2020 | 10.00 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/09/2020 | DEPOSIT | 000004 | ONLINE PAYMNT 7/09/2020 | 7,876.97 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/09/2020 | DEPOSIT | 000005 | CREDIT CARDS 7/09/2020 | 2,873.01 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/09/2020 | DEPOSIT | 000006 | REGULAR DAILY DEP 7/09/2020 | 22,186.57 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/09/2020 | DEPOSIT | 000007 | DISCOVERY-OPTUM PPE 07.05.2020 | 1,481.84CR | OUTSTND | G | 0/00/0000 |
| 1-00-1099 | 7/10/2020 | DEPOSIT | | CREDIT CARDS 7/10/2020 | 40,876.41 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/10/2020 | DEPOSIT | 000001 | REGULAR DAILY DEP 7/10/2020 | 5.00 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/10/2020 | DEPOSIT | 000002 | CASH RECEIPTS | 200.00 | OUTSTND | M | 0/00/0000 |
| 1-00-1099 | 7/10/2020 | DEPOSIT | 000003 | ONLINE PAYMNT 7/10/2020 | 12,329.67 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/10/2020 | DEPOSIT | 000004 | CREDIT CARDS 7/10/2020 | 6,110.01 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/10/2020 | DEPOSIT | 000005 | REGULAR DAILY DEP 7/10/2020 | 13,022.20 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/10/2020 | DEPOSIT | 000006 | CREDIT CARDS 7/10/2020 | 1,304.82 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/10/2020 | DEPOSIT | 000007 | REGULAR DAILY DEP 7/10/2020 | 6,974.36 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/13/2020 | DEPOSIT | | ONLINE PAYMNT 7/13/2020 | 28.00 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/13/2020 | DEPOSIT | 000001 | CASH RECEIPTS | 2,423.80 | OUTSTND | M | 0/00/0000 |
| 1-00-1099 | 7/13/2020 | DEPOSIT | 000002 | CREDIT CARDS 7/13/2020 | 350.55 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/13/2020 | DEPOSIT | 000003 | REGULAR DAILY DEP 7/13/2020 | 28,339.34 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/13/2020 | DEPOSIT | 000004 | ONLINE PAYMNT 7/13/2020 | 7.00 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/13/2020 | DEPOSIT | 000005 | CASH RECEIPTS | 1,154.70 | OUTSTND | M | 0/00/0000 |
| 1-00-1099 | 7/13/2020 | DEPOSIT | 000006 | CREDIT CARDS 7/13/2020 | 935.37 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/13/2020 | DEPOSIT | 000007 | ONLINE PAYMNT 7/13/2020 | 20,508.77 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/13/2020 | DEPOSIT | 000008 | CREDIT CARDS 7/13/2020 | 4,673.76 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/13/2020 | DEPOSIT | 000009 | REGULAR DAILY DEP 7/13/2020 | 10,935.79 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/14/2020 | DEPOSIT | | CREDIT CARDS 7/14/2020 | 3,675.00 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/14/2020 | DEPOSIT | 000001 | REGULAR DAILY DEP 7/14/2020 | 17,961.96 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/14/2020 | DEPOSIT | 000002 | CREDIT CARDS 7/14/2020 | 188.81 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/14/2020 | DEPOSIT | 000003 | REGULAR DAILY DEP 7/14/2020 | 26,257.57 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/14/2020 | DEPOSIT | 000004 | ONLINE PAYMNT 7/14/2020 | 3.50 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/14/2020 | DEPOSIT | 000005 | CASH RECEIPTS | 2,253.70 | OUTSTND | M | 0/00/0000 |
| 1-00-1099 | 7/14/2020 | DEPOSIT | 000006 | CREDIT CARDS 7/14/2020 | 6,002.90 | OUTSTND | C | 0/00/0000 |

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

CHECK DATE: 7/01/2020 THRU 7/31/2020
 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 | 7/14/2020 | DEPOSIT | 000007 | REGULAR DAILY DEP 7/14/2020 | 9,568.35 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/14/2020 | DEPOSIT | 000008 | ONLINE PAYMNT 7/14/2020 | 11,658.76 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/14/2020 | DEPOSIT | 000009 | CREDIT CARDS 7/14/2020 | 1,378.08 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/15/2020 | DEPOSIT | | CC DRAFT POSTING | 19,798.92 | OUTSTND | U | 0/00/0000 |
| 1-00-1099 | 7/15/2020 | DEPOSIT | 000001 | CREDIT CARDS 7/15/2020 | 315.00 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/15/2020 | DEPOSIT | 000002 | REGULAR DAILY DEP 7/15/2020 | 105.00 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/15/2020 | DEPOSIT | 000003 | ONLINE PAYMNT 7/15/2020 | 7.00 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/15/2020 | DEPOSIT | 000004 | CASH RECEIPTS | 1,252.70 | OUTSTND | M | 0/00/0000 |
| 1-00-1099 | 7/15/2020 | DEPOSIT | 000005 | ONLINE PAYMNT 7/15/2020 | 32,049.25 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/15/2020 | DEPOSIT | 000006 | CREDIT CARDS 7/15/2020 | 8,917.25 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/15/2020 | DEPOSIT | 000007 | REGULAR DAILY DEP 7/15/2020 | 9,042.19 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/15/2020 | DEPOSIT | 000008 | CREDIT CARDS 7/15/2020 | 7,347.49 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/15/2020 | DEPOSIT | 000009 | REGULAR DAILY DEP 7/15/2020 | 4,884.64 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/15/2020 | DEPOSIT | 000010 | CREDIT CARDS 7/15/2020 | 1,473.15 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/16/2020 | DEPOSIT | | DRAFT POSTING | 22,788.30 | OUTSTND | U | 0/00/0000 |
| 1-00-1099 | 7/16/2020 | DEPOSIT | 000001 | CREDIT CARDS 7/16/2020 | 1,059.00 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/16/2020 | DEPOSIT | 000002 | REGULAR DAILY DEP 7/16/2020 | 10.00 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/16/2020 | DEPOSIT | 000003 | CREDIT CARDS 7/16/2020 | 3,138.82 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/16/2020 | DEPOSIT | 000004 | REGULAR DAILY DEP 7/16/2020 | 29,280.61 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/16/2020 | DEPOSIT | 000005 | CASH RECEIPTS | 1,200.80 | OUTSTND | M | 0/00/0000 |
| 1-00-1099 | 7/16/2020 | DEPOSIT | 000006 | ONLINE PAYMNT 7/16/2020 | 23,516.76 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/16/2020 | DEPOSIT | 000007 | CREDIT CARDS 7/16/2020 | 2,735.78 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/16/2020 | DEPOSIT | 000008 | REGULAR DAILY DEP 7/16/2020 | 24,033.08 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/16/2020 | DEPOSIT | 000009 | CREDIT CARDS 7/16/2020 | 878.93 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/16/2020 | DEPOSIT | 000010 | DAILY PAYMENT POSTING - ADJ | 50.02CR | OUTSTND | U | 0/00/0000 |
| 1-00-1099 | 7/16/2020 | DEPOSIT | 000011 | DAILY PAYMENT POSTING - ADJ | 100.00CR | OUTSTND | U | 0/00/0000 |
| 1-00-1099 | 7/16/2020 | DEPOSIT | 000012 | DAILY PAYMENT POSTING - ADJ | 158.60CR | OUTSTND | U | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | DEPOSIT | | ONLINE PAYMNT 7/17/2020 | 3.50 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | DEPOSIT | 000001 | CASH RECEIPTS | 638.70 | OUTSTND | M | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | DEPOSIT | 000002 | ONLINE PAYMNT 7/17/2020 | 7,026.77 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | DEPOSIT | 000003 | CREDIT CARDS 7/17/2020 | 5,546.88 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/17/2020 | DEPOSIT | 000004 | REGULAR DAILY DEP 7/17/2020 | 4,536.42 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/20/2020 | DEPOSIT | | DAILY PAYMENT POSTING | 286.24 | OUTSTND | U | 0/00/0000 |
| 1-00-1099 | 7/20/2020 | DEPOSIT | 000001 | CREDIT CARDS 7/20/2020 | 1,555.00 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/20/2020 | DEPOSIT | 000002 | REGULAR DAILY DEP 7/20/2020 | 31,402.02 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/20/2020 | DEPOSIT | 000003 | ONLINE PAYMNT 7/20/2020 | 3.50 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/20/2020 | DEPOSIT | 000004 | CASH RECEIPTS | 1,288.90 | OUTSTND | M | 0/00/0000 |
| 1-00-1099 | 7/20/2020 | DEPOSIT | 000005 | ONLINE PAYMNT 7/20/2020 | 6,716.71 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/20/2020 | DEPOSIT | 000006 | CREDIT CARDS 7/20/2020 | 2,846.74 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/20/2020 | DEPOSIT | 000007 | CREDIT CARDS 7/20/2020 | 1,323.31 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/20/2020 | DEPOSIT | 000008 | REGULAR DAILY DEP 7/20/2020 | 16,738.70 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/20/2020 | DEPOSIT | 000009 | DAILY PAYMENT POSTING - ADJ | 200.00CR | OUTSTND | U | 0/00/0000 |
| 1-00-1099 | 7/21/2020 | DEPOSIT | | REGULAR DAILY DEP 7/21/2020 | 163.00 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/21/2020 | DEPOSIT | 000001 | CREDIT CARDS 7/21/2020 | 41,077.35 | OUTSTND | C | 0/00/0000 |

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

CHECK DATE: 7/01/2020 THRU 7/31/2020
 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 | 7/21/2020 | DEPOSIT | 000002 | CREDIT CARDS 7/21/2020 | 1,390.04 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/21/2020 | DEPOSIT | 000003 | REGULAR DAILY DEP 7/21/2020 | 4,369.94 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/21/2020 | DEPOSIT | 000004 | ONLINE PAYMNT 7/21/2020 | 2,487.62 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/22/2020 | DEPOSIT | | ONLINE PAYMNT 7/22/2020 | 2,138.98 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/22/2020 | DEPOSIT | 000001 | CREDIT CARDS 7/22/2020 | 324.34 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/22/2020 | DEPOSIT | 000002 | REGULAR DAILY DEP 7/22/2020 | 1,630.89 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/22/2020 | DEPOSIT | 000003 | CREDIT CARDS 7/22/2020 | 1,701.87 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/22/2020 | DEPOSIT | 000004 | ONLINE PAYMNT 7/22/2020 | 7.00 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/22/2020 | DEPOSIT | 000005 | CASH RECEIPTS | 1,954.80 | OUTSTND | M | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | DEPOSIT | | CREDIT CARDS 7/23/2020 | 205.00 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | DEPOSIT | 000001 | REGULAR DAILY DEP 7/23/2020 | 10,133.79 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | DEPOSIT | 000002 | ONLINE PAYMNT 7/23/2020 | 3.50 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | DEPOSIT | 000003 | CASH RECEIPTS | 685.70 | OUTSTND | M | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | DEPOSIT | 000004 | ONLINE PAYMNT 7/23/2020 | 2,161.35 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | DEPOSIT | 000005 | CREDIT CARDS 7/23/2020 | 2,511.45 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | DEPOSIT | 000006 | REGULAR DAILY DEP 7/23/2020 | 1,434.29 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | DEPOSIT | 000007 | BENEFITS TRANSFER JUL.&AUG. | 56,783.64CR | OUTSTND | G | 0/00/0000 |
| 1-00-1099 | 7/24/2020 | DEPOSIT | | ONLINE PAYMNT 7/24/2020 | 7.00 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/24/2020 | DEPOSIT | 000001 | CASH RECEIPTS | 720.90 | OUTSTND | M | 0/00/0000 |
| 1-00-1099 | 7/24/2020 | DEPOSIT | 000002 | CREDIT CARDS 7/24/2020 | 347.69 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/24/2020 | DEPOSIT | 000003 | REGULAR DAILY DEP 7/24/2020 | 9,132.37 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/24/2020 | DEPOSIT | 000004 | ONLINE PAYMNT 7/24/2020 | 3,294.98 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/24/2020 | DEPOSIT | 000005 | CREDIT CARDS 7/24/2020 | 2,823.63 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/24/2020 | DEPOSIT | 000006 | REGULAR DAILY DEP 7/24/2020 | 1,024.79 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/27/2020 | DEPOSIT | | CREDIT CARDS 7/27/2020 | 340.00 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/27/2020 | DEPOSIT | 000001 | REGULAR DAILY DEP 7/27/2020 | 4,727.07 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/27/2020 | DEPOSIT | 000002 | ONLINE PAYMNT 7/27/2020 | 4,245.56 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/27/2020 | DEPOSIT | 000003 | CREDIT CARDS 7/27/2020 | 1,192.05 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/28/2020 | DEPOSIT | | ONLINE PAYMNT 7/28/2020 | 7.00 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/28/2020 | DEPOSIT | 000001 | CASH RECEIPTS | 1,150.10 | OUTSTND | M | 0/00/0000 |
| 1-00-1099 | 7/28/2020 | DEPOSIT | 000002 | ONLINE PAYMNT 7/28/2020 | 680.70 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/28/2020 | DEPOSIT | 000003 | CREDIT CARDS 7/28/2020 | 1,680.56 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/28/2020 | DEPOSIT | 000004 | REGULAR DAILY DEP 7/28/2020 | 726.93 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/28/2020 | DEPOSIT | 000005 | CREDIT CARDS 7/28/2020 | 38,398.60 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/28/2020 | DEPOSIT | 000006 | REGULAR DAILY DEP 7/28/2020 | 40,943.54 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/28/2020 | DEPOSIT | 000007 | CREDIT CARDS 7/28/2020 | 308.31 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/29/2020 | DEPOSIT | | ONLINE PAYMNT 7/29/2020 | 7.00 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/29/2020 | DEPOSIT | 000001 | CASH RECEIPTS | 779.90 | OUTSTND | M | 0/00/0000 |
| 1-00-1099 | 7/29/2020 | DEPOSIT | 000002 | ONLINE PAYMNT 7/29/2020 | 2,158.12 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/29/2020 | DEPOSIT | 000003 | CREDIT CARDS 7/29/2020 | 390.59 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/29/2020 | DEPOSIT | 000004 | REGULAR DAILY DEP 7/29/2020 | 686.03 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/29/2020 | DEPOSIT | 000005 | CREDIT CARDS 7/29/2020 | 231.88 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/30/2020 | DEPOSIT | | CASH RECEIPTS | 1,089.60 | OUTSTND | M | 0/00/0000 |
| 1-00-1099 | 7/30/2020 | DEPOSIT | 000001 | CREDIT CARDS 7/30/2020 | 1,225.00 | OUTSTND | C | 0/00/0000 |

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

CHECK DATE: 7/01/2020 THRU 7/31/2020
 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 | 7/30/2020 | DEPOSIT | 000002 | REGULAR DAILY DEP 7/30/2020 | 50.00 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/30/2020 | DEPOSIT | 000003 | ONLINE PAYMNT 7/30/2020 | 3,637.91 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/30/2020 | DEPOSIT | 000004 | CREDIT CARDS 7/30/2020 | 2,256.97 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/30/2020 | DEPOSIT | 000005 | REGULAR DAILY DEP 7/30/2020 | 1,186.19 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/30/2020 | DEPOSIT | 000006 | CREDIT CARDS 7/30/2020 | 103.50 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/31/2020 | DEPOSIT | | ONLINE PAYMNT 7/31/2020 | 3.50 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/31/2020 | DEPOSIT | 000001 | CASH RECEIPTS | 1,343.13 | OUTSTND | M | 0/00/0000 |
| 1-00-1099 | 7/31/2020 | DEPOSIT | 000002 | CREDIT CARDS 7/31/2020 | 2,025.00 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/31/2020 | DEPOSIT | 000003 | ONLINE PAYMNT 7/31/2020 | 9,706.56 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/31/2020 | DEPOSIT | 000004 | CREDIT CARDS 7/31/2020 | 2,131.90 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/31/2020 | DEPOSIT | 000005 | REGULAR DAILY DEP 7/31/2020 | 6,341.68 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/31/2020 | DEPOSIT | 000006 | CREDIT CARDS 7/31/2020 | 2,134.40 | OUTSTND | C | 0/00/0000 |
| 1-00-1099 | 7/31/2020 | DEPOSIT | 000007 | CASH RECEIPTS | 248.90 | OUTSTND | M | 0/00/0000 |
| MISCELLANEOUS: | | | | | | | | |
| 1-00-1099 | 7/09/2020 | MISC. | | PAYROLL DIRECT DEPOSIT | 117,851.36CR | OUTSTND | P | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | MISC. | | PAYROLL DIRECT DEPOSIT | 128,418.85CR | OUTSTND | P | 0/00/0000 |
| 1-00-1099 | 7/23/2020 | MISC. | 120832 | MCGRIFF, SEIBELS & WILLIVOIED | 18,000.00 | VOIDED | A | 7/23/2020 |
| TOTALS FOR ACCOUNT 1-00-109 | | | | CHECK | TOTAL: | 1,183,010.09CR | | |
| | | | | DEPOSIT | TOTAL: | 909,514.83 | | |
| | | | | INTEREST | TOTAL: | 0.00 | | |
| | | | | MISCELLANEOUS | TOTAL: | 228,270.21CR | | |
| | | | | SERVICE CHARGE | TOTAL: | 0.00 | | |
| | | | | EFT | TOTAL: | 0.00 | | |
| | | | | BANK-DRAFT | TOTAL: | 92,859.45CR | | |
| TOTALS FOR POOLED CASH FUND | | | | CHECK | TOTAL: | 1,183,010.09CR | | |
| | | | | DEPOSIT | TOTAL: | 909,514.83 | | |
| | | | | INTEREST | TOTAL: | 0.00 | | |
| | | | | MISCELLANEOUS | TOTAL: | 228,270.21CR | | |
| | | | | SERVICE CHARGE | TOTAL: | 0.00 | | |
| | | | | EFT | TOTAL: | 0.00 | | |
| | | | | BANK-DRAFT | TOTAL: | 92,859.45CR | | |

CITY OF GLENN HEIGHTS

JULY 2020 OVERTIME REPORT

FIRE

| EMP NO# | ----- NAME ----- | HOURS | AMOUNT |
|---------|---------------------------|-------|----------|
| 01-XXXX | FIRE CAPTAIN | 6 | 202.94 |
| 01-XXXX | FIREFIGHTER/PARAMEDIC | 8 | 209.76 |
| 01-XXXX | DRIVER/EMT | 4 | 121.98 |
| 01-XXXX | FIREFIGHTER/PARAMEDIC | 6 | 175.01 |
| 01-XXXX | DRIVER/PARAMEDIC | 6 | 181.35 |
| 01-XXXX | FIRE CAPTAIN | 28 | 962.64 |
| 01-XXXX | FIREFIGHTER/PARAMEDIC | 7 | 196.45 |
| 01-XXXX | FIREFIGHTER/PARAMEDIC | 60 | 1,573.20 |
| 01-XXXX | FIREFIGHTER | 30 | 897.57 |
| | *** DEPARTMENT TOTALS *** | 155 | 4,520.90 |

***BUILT IN OVERTIME, SPECIAL ASSIGNMENT, SHIFT COVERAGE, AND HELD OVER FOR CALL.

POLICE

| EMP NO# | ----- NAME ----- | HOURS | AMOUNT |
|---------|------------------------|-------|--------|
| 01-XXXX | POLICE OFFICER | 7 | 254.83 |
| 01-XXXX | POLICE SERGEANT | 4 | 196.66 |
| 01-XXXX | POLICE OFFICER | 15.5 | 645.54 |
| 01-XXXX | POLICE OFFICER | 11 | 399.3 |
| 01-XXXX | COMMUNICATIONS OFFICER | 23 | 602.03 |
| 01-XXXX | POLICE OFFICER | 4 | 146.04 |
| 01-XXXX | DISPATCH SUPERVISOR | 15.25 | 492.35 |
| 01-XXXX | POLICE OFFICER | 16 | 580.8 |
| 01-XXXX | POLICE SERGEANT | 18 | 887.47 |
| 01-XXXX | DETECTIVE | 2 | 72.95 |
| 01-XXXX | POLICE OFFICER | 15.25 | 553.58 |
| 01-XXXX | POLICE OFFICER | 8 | 291.23 |
| 01-XXXX | ANIMAL CONTROL OFFICER | 2 | 54.72 |
| 01-XXXX | COMMUNICATIONS OFFICER | 2 | 53.65 |
| 01-XXXX | POLICE OFFICER | 19.75 | 673.97 |

| | | | |
|---------|---------------------------|--------|----------|
| 01-XXXX | POLICE OFFICER | 16 | 611.95 |
| 01-XXXX | POLICE SERGEANT | 26 | 1,269.29 |
| 01-XXXX | DETECTIVE | 2 | 82.66 |
| | *** DEPARTMENT TOTALS *** | 206.75 | 7,869.02 |

***LATE CALLS, COVERAGE FOR SICK AND VACATION, AND JULY 4TH WEEKEND.

STREETS

| EMP NO# | ----- NAME ----- | HOURS | AMOUNT |
|---------|---------------------------|-------|--------|
| 01-XXXX | UTILITY WORKER III | 0.5 | 13.68 |
| | *** DEPARTMENT TOTALS *** | 0.5 | 13.68 |

***PICKED UP BARRICADES FROM PROTESTESTERS.

METER SERVICES

| EMP NO# | ----- NAME ----- | HOURS | AMOUNT |
|---------|----------------------------|-------|--------|
| 01-XXXX | METER SERVICES COORDINATOR | 13 | 375.18 |
| 01-XXXX | METER READER | 8 | 179.88 |
| | *** DEPARTMENT TOTALS *** | 21 | 555.06 |

***SEWER BACKUP, ISSUES AT NW PUMP STATION, ORANGE FENCING TO BE REINSTALLED AND WELL READS.

***EMERGENCY CUT OFFS, REMOVE PORT-O-POTTIES FROM PROTESTERS SITE, CITYWIDE CUT-OFFS AND PICKED UP BARRICADES FROM PROTESTERS SITE.

WASTEWATER OPERATIONS

| EMP NO# | ----- NAME ----- | HOURS | AMOUNT |
|---------|---------------------------|-------|--------|
| 01-XXXX | HARRISON, JAMES R | 8 | 193.08 |
| | *** DEPARTMENT TOTALS *** | 8 | 193.08 |

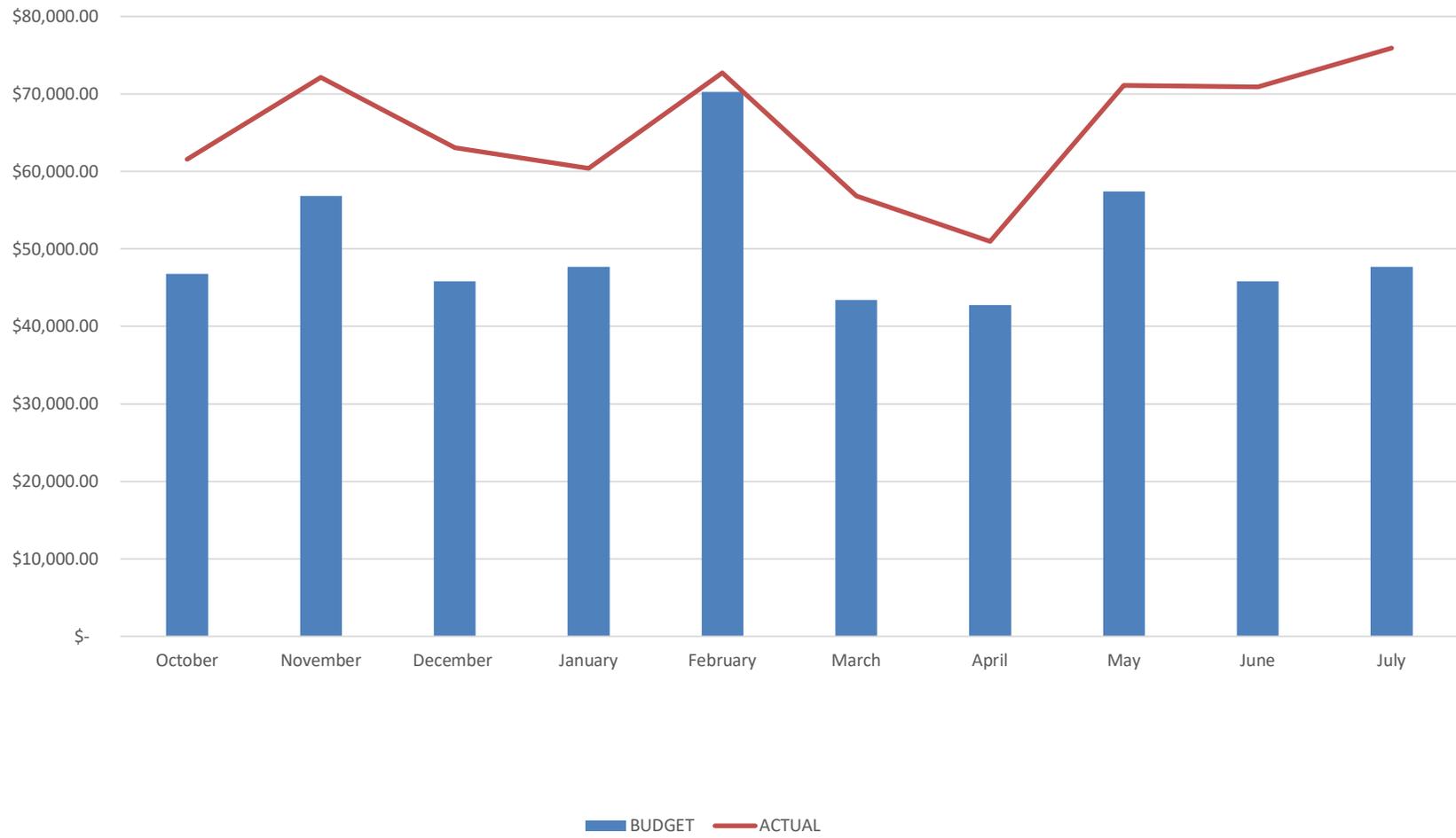
**POOL IRRIGATION ISSUES CUSTOMER SIDE, CUSTOMER HAD ISSUES WITH THEIR CONTROL VALVE, ANGLE STOP REPAIR AND ELECTRICAL POLE SAFETY.

STORMWATER

| EMP NO# | ----- NAME ----- | HOURS | AMOUNT |
|---------|---------------------------|--------|-----------|
| 01-XXXX | WINCHESTER, JAMES | 17 | 443.96 |
| | *** DEPARTMENT TOTALS *** | 17 | 443.96 |
| | *** REPORT TOTALS *** | 408.25 | 13,595.70 |

***SEWER BACKUP, CUSTOMER SERVICE CUT-OFF, PUMP ISSUES, CLEAN UP GRAVEL ON HAMPTON RD, MAIN BREAK AT CINNAMON SPRINGS, TAKE BARRICADES TO PROTESTERS SITE, PICKUP BARRICADES FROM PROTESTERS SITE AND WELL READS.

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 | VARIANCE OVER PRIOR YEAR |
|-----------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---|
| October | \$ 37,028 | \$ 39,446 | \$ 39,644 | \$ 43,975 | \$ 52,935 | \$ 61,578 | \$ 8,643 |
| November | 45,456 | 49,026 | 47,765 | \$ 50,405 | \$ 60,796 | \$ 72,164 | \$ 11,368 |
| December | 36,135 | 45,898 | 39,854 | \$ 40,448 | \$ 52,236 | \$ 63,081 | \$ 10,845 |
| January | 51,711 | 42,222 | 41,161 | \$ 42,038 | \$ 52,635 | \$ 60,379 | \$ 7,744 |
| February | 57,902 | 58,973 | 60,600 | \$ 62,223 | \$ 71,245 | \$ 72,723 | \$ 1,478 |
| March | 36,403 | 39,440 | 38,032 | \$ 42,244 | \$ 49,150 | \$ 56,841 | \$ 7,691 |
| April | 33,153 | 37,811 | 37,039 | \$ 38,911 | \$ 55,816 | \$ 50,968 | \$ (4,848) |
| May | 50,661 | 53,802 | 49,487 | \$ 58,889 | \$ 68,698 | \$ 71,075 | \$ 2,377 |
| June | 36,412 | 40,130 | 39,458 | \$ 44,033 | \$ 52,828 | \$ 70,923 | \$ 18,095 |
| July | 37,885 | 39,712 | 41,256 | \$ 48,253 | \$ 53,224 | \$ 75,916 | \$ 22,692 |
| August | 46,959 | 36,756 | 46,502 | \$ 58,556 | \$ 62,521 | | \$ - |
| September | 40,227 | 42,273 | 45,483 | \$ 48,396 | \$ 60,332 | | \$ - |
| | <u>\$ 509,931</u> | <u>\$ 525,490</u> | <u>\$ 526,281</u> | <u>\$ 578,371</u> | <u>\$ 692,416</u> | <u>\$ 655,648</u> | <u>\$ 86,085</u> |

COMPARISON TO CURRENT YEAR BUDGET

| | *FY 2020 BUDGET | FY 2020 ACTUAL | VARIANCE | |
|-----------|----------------------------|---------------------------|----------------------|-------------|
| October | \$ 46,802.60 | \$ 61,578.24 | \$ 14,776 | |
| November | \$ 56,823.00 | \$ 72,163.53 | \$ 15,341 | |
| December | \$ 45,825.00 | \$ 63,080.81 | \$ 17,256 | |
| January | \$ 47,658.00 | \$ 60,379.42 | \$ 12,721 | |
| February | \$ 70,265.00 | \$ 72,722.84 | \$ 2,458 | |
| March | \$ 43,381.00 | \$ 56,841.13 | \$ 13,460 | |
| April | \$ 42,770.00 | \$ 50,968.00 | \$ 8,198 | |
| May | \$ 57,434.00 | \$ 71,074.78 | \$ 13,641 | 1.237503569 |
| June | \$ 45,825.00 | \$ 70,923.15 | \$ 25,098 | 1.547695581 |
| July | \$ 47,658.00 | \$ 75,915.84 | \$ 28,258 | 1.592929624 |
| August | \$ 53,768.00 | | \$ - | |
| September | \$ 52,790.40 | | \$ - | |
| | <u>\$611,000.00</u> | <u>\$655,647.74</u> | <u>\$ 151,206.14</u> | |

* FY 2020 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: August 18,2020

SUBJECT

Discuss and take on action a resolution authorizing the City Manager to enter into an agreement with the firm of Patillo, Brown & Hill to provide audit services for the City of Glenn Heights for a period of three years.

REPORT IN BRIEF

The City Council is being provided information relating to the selection of an audit firm for the City of Glenn Heights for the next three years.

BACKGROUND / DISCUSSION

The City has used the firm of McConnell & Jones for audit services for the past three (3) years. Sound financial practice dictates that organizations change audit firms periodically. An RFP was issued on June 22, 2020. The proposals we returned and opened on July 6, 2020. The proposals were reviewed, evaluated and scored by the Finance Director, Financial Analyst and the HR Director. The firm of Patillo, Brown & Hill had the highest total score of the four proposals that we received. References provided by Patillo, Brown & Hill were checked and the firm was recommended by those we talked to.

Paula Lowe, Partner in the Firm of Patillo, Brown & Hill will be present to present her firms qualifications and answer any questions the Council may have.

EXISTING POLICY

N/A

FISCAL IMPACT

The annual cost of the audit contract.

PUBLIC CONTACT

N/A

ALTERNATIVES / RECOMMENDATION

The Staff recommends approving the resolution authorizing the City Manager to Enter into an Agreement with Patillo, Brown & Hill to provide audit services for a period of three (3) years beginning with fiscal year 2019 - 20.

PREPARED BY

Phill Conner, Finance Director

ATTACHMENTS

- I. Resolution R-29-20
- II. Proposal submitted by Patillo, Brown & Hill
- III. Summary of staff rankings

RESOLUTION NO. R-29-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT, BY AND BETWEEN THE CITY OF GLENN HEIGHTS AND PATTILLO, BROWN & HILL, LLP TO PROVIDE AUDITING SERVICES FOR THE CITY'S FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2020; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the responsibility of the City of Glenn Heights to maintain its finances in conformity with generally accepted accounting principles in order to conduct City business in a fair and business-type manner; and

WHEREAS, the City Council for the City of Glenn Heights desires to secure professional auditing services for the City's financial statements; and

WHEREAS, the City Council of the City of Glenn Heights has been presented with a proposed Agreement between the City of Glenn Heights and Pattillo, Brown & Hill, LLP (the "Agreement") to provide auditing services for the City's financial statements for the fiscal year ending September 30, 2020; and

WHEREAS, upon full review and consideration of the Agreement and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Manager should be authorized to execute the Agreement on behalf of the City of Glenn Heights, Texas.

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 the Agreement, attached hereto as Exhibit "A," with Pattillo, Brown & Hill, LLP to provide auditing services for the City's financial statements for the fiscal year ending September 30, 2020.

SECTION 2. This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Glenn Heights, Texas,
this the 18th day of August 2020.

CITY OF GLENN HEIGHTS, TEXAS

Harry A. Garrett, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(081220TM117306)

EXHIBIT "A"
AGREEMENT

STATE OF TEXAS

§
§
§
§
§

**AGREEMENT FOR PROFESSIONAL
AUDIT SERVICES**

COUNTY OF DALLAS

This Agreement for Professional Audit Services (“Agreement”) is made by and between the City of Glenn Heights (the “City”) and Pattillo, Brown & Hill, LLP(“Professional”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

Recitals:

WHEREAS, the City desires to engage the services of Professional as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Professional desires to render audit services to the City, as more fully described in Exhibit “A” attached hereto and made a part hereof, and in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

**Article I
Term**

1.1 The Initial Term of this Agreement shall commence on the last day of execution hereof (the “Effective Date”) and shall end on September 30, 2020.

1.2 The City shall have the option to extend the term of this Agreement for four (4) additional one (1) year terms (each a “Renewal Term”), not to exceed a maximum of five (5) years.

**Article II
Contract Documents**

2.1 This Agreement consists of the following items:

- (a) This Agreement; and
- (b) Professional’s Proposal for Audit Services provided to the City (attached as Exhibit “1”).

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as “Contract Documents”.

**Article III
Scope of Work**

Professional shall provide the services specifically set forth in Exhibit “1”.

**Article IV
Schedule of Work**

Professional agrees to commence work on the Project under this Agreement upon written direction from City and to complete the required services in accordance with a work schedule mutually established by the City and Professional (the “Work Schedule”). Any work performed or expenses incurred by Professional prior to Professional’s receipt of a Notice to Proceed from the City shall be entirely at Professional’s own risk.

**Article V
Compensation and Method of Payment**

5.1 City shall compensate Professional for services performed at the rates set forth in Appendix A to Exhibit “1” hereto, with the total maximum price for the initial term and any renewal terms not to exceed the following:

| | |
|------------------------------------|-------------|
| Total Maximum Price for 2020 Audit | \$35,500.00 |
| Total Maximum Price for 2021 Audit | \$35,850.00 |
| Total Maximum Price for 2022 Audit | \$36,300.00 |
| Total Maximum Price for 2023 Audit | \$36,750.00 |
| Total Maximum Price for 2024 Audit | \$37,500.00 |

5.2 City shall pay Professional within thirty (30) days of the receipt of a proper invoice provided there are no errors or discrepancies and that all work noted on the invoice has been completed. Any errors, discrepancies or the invoicing of work not completed may result in a delay in payment.

5.3 Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet and e-mail charges.

**Article VI
Devotion of Time; Personnel; and Equipment**

6.1 Professional shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the City require additional services not included under this Agreement, Professional shall make reasonable efforts to provide such

additional services at mutually agreed charges or rates, and within the time schedule prescribed by the City, and without decreasing the effectiveness of the performance of services required under this Agreement.

6.2 To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Professional.

6.3 Professional shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VII Relationship of Parties

It is understood and agreed by and between the Parties that in satisfying the conditions of this Agreement, Professional is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. As such, the City shall not: train Professional, require Professional to complete regular oral or written reports, require Professional devote its full-time services to the City, or dictate Professional's sequence of work or location at which Professional performs its work.

Article VIII Suspension of Work

The City shall have the right to immediately suspend work by Professional if the City determines in its sole discretion that Professional has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Professional shall be suspended until Professional has taken satisfactory corrective action.

Article IX Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Professional may only be compensated for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

Article X Insurance

Professional shall provide and maintain for the duration of this Agreement, and for the benefit of the City (naming the City and its officers, agents and employees as additional insureds), commercial general liability, automobile liability, umbrella liability, and professional liability insurance coverage in full force and effect as set forth in the Certificate of Liability Insurance included within Exhibit "1" attached hereto.

Article XI Termination

The City may terminate this Agreement, with or without cause, by giving Professional ninety (90) days prior written notice. In the event of such termination, Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article XII Indemnification

THE CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "THE CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF THE CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST THE CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, PROFESSIONAL, ON NOTICE FROM THE CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT PROFESSIONAL'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO THE CITY. PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT

BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

PROFESSIONAL SHALL INDEMNIFY THE CITY FOR ANY FINES AND LEGAL FEES INCURRED BECAUSE EMPLOYEES, AGENTS, OR WORKERS SUPPLIED BY PROFESSIONAL ARE NOT AUTHORIZED TO WORK IN THE UNITED STATES.

Article XIII Miscellaneous

13.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings, written or oral agreements between the Parties with respect to this subject matter.

13.2 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

13.3 Assignment. Professional may not assign this Agreement in whole or in part without the prior written consent of the City. In the event of an assignment by Professional to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

13.4 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

13.5 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

13.6 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

13.7 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

13.8 Independent Contractor. It is understood and agreed by and between the Parties that Professional, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All

services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

13.9 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.

13.10 Recitals. The recitals to this Agreement are incorporated herein.

13.11 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for the City:

City of Glenn Heights
Attn: Phill Conner
1938 S. Hampton Road
Glenn Heights, Texas 75154
Phone: 972-223-1690

With Copy to:

Victoria Thomas
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 North Akard
1800 Ross Tower
Dallas, Texas 75201
Phone: 214-965-9900

If intended for Professional:

Pattillo, Brown & Hill, LLP
Attn: _____
401 West State Highway 6
Waco, TX 76710
Phone: 254-772-4901

13.12 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

13.13 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

13.14 Audits and Records. Professional agrees that during the term hereof the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Professional's records relating to the services provided

pursuant to this Agreement for a period of one year following the date of completion of services as determined by the City or date of termination if sooner.

13.15 Conflicts of Interests. Professional represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement.

13.16 Compliance with Federal, State & Local Laws. Professional shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

13.17 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such Party, provided that the non-performing Party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

13.18 Prohibition of Boycott Israel. Professional verifies that it does not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. This section does not apply if the Professional is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

(signature page to follow)

EXECUTED this _____ day of _____, 2020.

City of Glenn Heights

By: _____
David Hall, City Manager

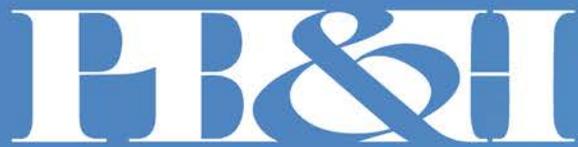
Approved as to form:

By: _____
Victoria W. Thomas, City Attorney

EXECUTED this _____ day of _____, 2020.

Pattillo, Brown & Hill, LLP

By: _____
Name: _____
Title: _____



Professional Audit Services Proposal #20-04

PRESENTED TO

City of Glenn Heights, Texas

DATE

July 6, 2020

PATILLO, BROWN & HILL

Paula Lowe

401 West State Highway 6
Waco, TX 76710

254.772.4901 | PLowe@pbhcpa.com

EXPERT

TRUSTED

ADVISOR



July 6, 2020
Phill Conner
Director of Finance
City of Glenn Heights
1938 S Hampton Rd
Glenn Heights, TX 75154
Re: #20-04

Pattillo, Brown and Hill, L.L.P. (PB&H) is pleased to have the opportunity to submit the accompanying proposal to provide professional audit services to the City of Glenn Heights, Texas ("City") for the years ending September 30, 2020, 2021 and 2022, with the option to extend two subsequent years.

We believe that our Firm possesses certain unique characteristics that are well-matched to the City's needs. We are a regional accounting firm that has been in existence since 1923. Our primary business is serving local governments in Texas and New Mexico. In addition to our experience with cities, we have extensive experience auditing other forms of local governments such as school districts, councils of government, counties and special districts. We are committed to customer service and developing client relationships. We offer support throughout the year as a part of this engagement and will not charge additional fees for informal consultations. Our proposed service team for the City consists of seasoned professionals who work exclusively on local government engagements. Our firm is known for providing high quality services while meeting our client's time constraints, as such, we are committed to performing the engagement within the time parameters mentioned in the proposal.

We confirm that we are independent with respect to Glenn Heights, Texas and all of its component units as defined by Government Auditing Standards. None of our partners, managers or staff has any direct or indirect financial interest in the City of Glenn Heights, Texas' contracts, and no one assigned to the audit is related within a prohibited degree (as defined by nepotism law) to any employee of the City or to any of the Council or Board Members. PB&H has not provided audit services to the City of Glenn Heights, Texas in the past five (5) years. All persons assigned to supervision positions in your audit will be CPAs licensed to practice in Texas. Also, we are not under the terms of a public or private reprimand by the Texas State Board of Public Accountancy and/or licensing boards of other states.

As engagement partner, I am an authorized representative of the Firm and my signature binds PB&H to the terms and conditions specified in this proposal. This proposal is a firm and irrevocable offer for 90 days. I can be reached by phone at (254) 772-4901, by email at PLowe@pbhcpa.com or by mail at 401 West Highway 6, Waco, Texas 76710.

I am excited about the opportunity to serve the City. Please feel free to contact me should you have any questions regarding this proposal.

Paula Lowe, CPA
PATTILLO, BROWN & HILL, L.L.P.

OFFICE LOCATIONS

TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque





PROFILE OF PATTILLO, BROWN & HILL, L.L.P.

Our unyielding commitment to client service has resulted in the growth of our client base, positioning Pattillo, Brown & Hill, L.L.P. between the very large national accounting firms and smaller, locally oriented firms. We are large enough to have the resources and personnel to resolve even the most complex accounting or compliance issue, but small enough to give you the personalized service that our clients deserve. Glenn Heights will be a significant and valued client at our Firm.

We have a department within our Firm dedicated to performing governmental audits and providing other consulting services to governmental entities and take pride in our technical expertise, client relations and our reputation of valued performance. We have in-depth experience, presently serving over 100 governmental entities. We have performed annual financial and compliance audits for many different municipal governments across the State of Texas.

COMMITMENT TO OUR CLIENTS

At Pattillo, Brown & Hill, we value all of our clients and put a high priority on customer service. The City of Glenn Heights, Texas would not just be "another audit" for our firm. We understand that developing a strong and lasting relationship with your City will benefit our firm because we are in the business of performing audits of local governments, but we also understand that the benefits of this audit are limited if we do not provide you with a level of service that exceeds your expectations.

We also believe that this relationship has to be mutually beneficial. Because our client base per partner is much smaller than that of national accounting firms, our partners are much more actively involved with the performance of engagement procedures. Benefits to the City include having more experienced professionals performing the work and greater continuity from year to year. We believe our Firm's foundation is the partner relationships with our clients.

We believe it is essential to make our partners available to our clients at all times during the year. We have found that handling issues throughout the year, instead of only during the audit, makes for a cleaner audit and gives our clients peace of mind to know that the problem or situation has been resolved. Our Firm handles meetings, phone calls, in-house training and other requests from our clients at all times during the year. Our fee proposal is inclusive of all phone calls and conversations during the year. All that we ask is that some advanced knowledge of large requests be given in order to accommodate your needs.

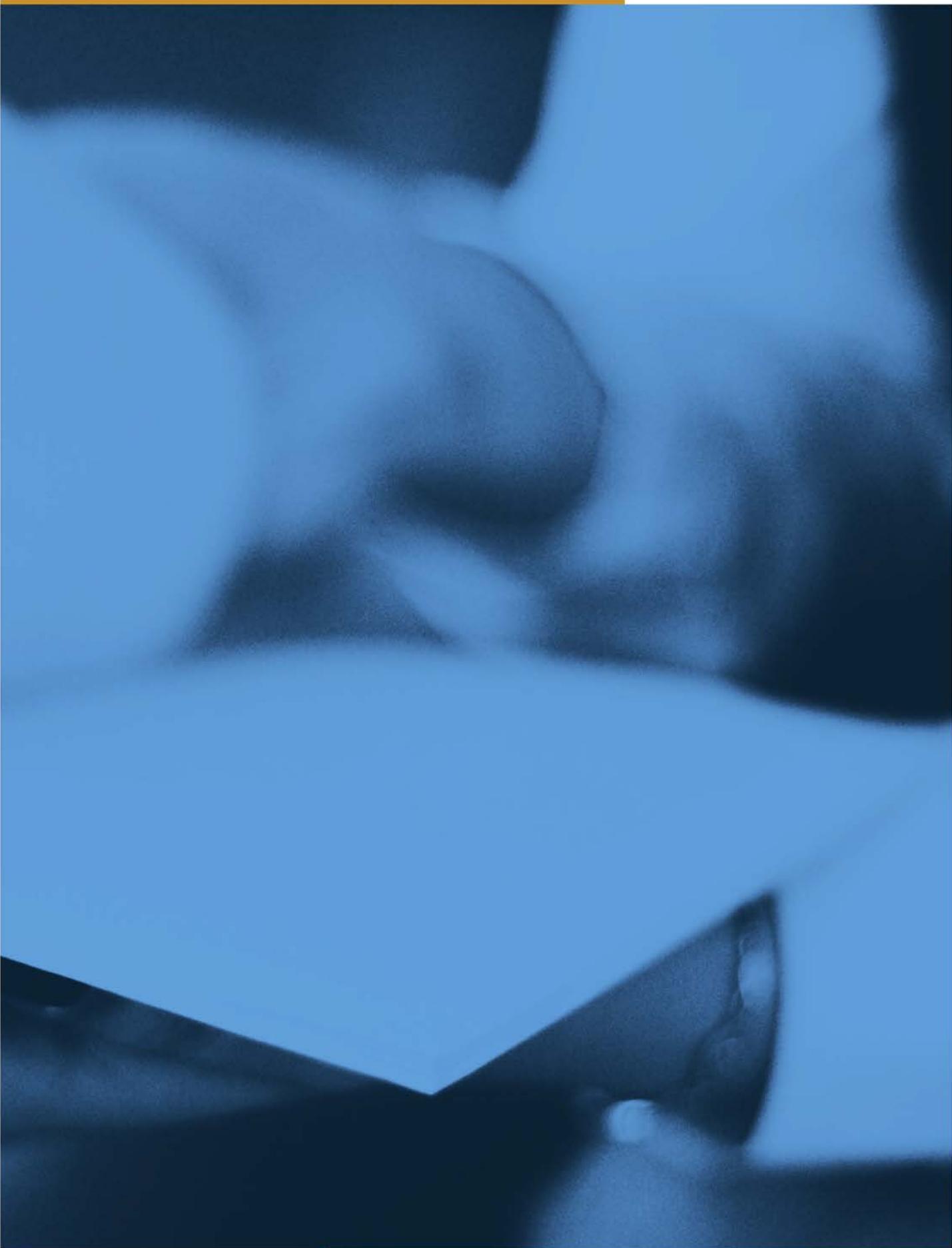
Our proposed service team has thorough knowledge of government auditing and extensive experience auditing a variety of entities similar to the City. The team brings a wealth of experience in auditing Texas cities, and as such they are well versed in the intricacies of U.S. Government Accountability Office (GAO) Government Auditing Standards, and Uniform Guidance (2CFR200). If awarded the engagement, Paula Lowe and a team of experienced professionals will perform the City's audit. As mentioned earlier, our partners are much more actively involved with the performance of engagement procedures than larger national firms.

To maintain the highest quality of technical understanding, each member of our government audit staff annually attends at least 40 hours of technical training directly related to auditing and accounting for local governments. With staff members working exclusively in this specialized field, they are properly equipped by attending specific training for this field and gaining experience relevant to audits of local governments.

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Pattillo, Brown & Hill, L.L.P. was founded in Waco in 1923 and has been in continuous existence since that time. We are a regional certified public accounting firm with offices in Waco, Temple, Houston and Hillsboro, Texas, and Albuquerque, New Mexico, with over 100 professional personnel. Our government audit department includes 4 partners, 3 managers, 30 professional staff, and 3 administrative staff. These professionals work almost exclusively on governmental engagements. It is our goal to provide personalized services of the highest quality to our clients. We have earned a reputation for professional excellence through our demonstration of quality work and sound financial advice. Our personnel have devoted many years developing knowledge in auditing, accounting and consulting services.

Our proposed service team has thorough knowledge of government auditing and extensive experience auditing a variety of entities similar to the City. The team brings a wealth of experience in auditing Texas cities, and as such they are well versed in the intricacies of Generally Accepted Government Auditing Standards, and Uniform Grant Guidance. If awarded the engagement, Paula Lowe and a team of experienced professionals will perform the City's audit from our Waco office. As mentioned earlier, our partners are much more actively involved with the performance of engagement procedures than larger national firms. The proposed personnel who will be working on the engagement are as follows:

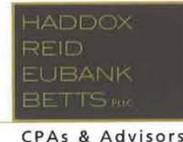
- Paula Lowe, CPA, Engagement Partner
- John Manning, CPA, Concurring Partner
- Kent Willis, CPA, Manager
- Clayton Rogers, CPA, Senior Auditor
- Don Abel, CISSP, MCP, IT Specialist
- Staff auditors with experience working on local government audits

EXTERNAL QUALITY CONTROL REVIEW

As an indication of our commitment to quality, we are a member firm of the National Peer Review Committee (formerly known as the Center for Public Company Audit Firms) Peer Review Program and the AICPA's Governmental Audit Quality Center (GAQC). Our firm has been a member of the peer review program for over 30 years. The GAQC requires member firms to establish policies and procedures specific to the firm's governmental audit practice to comply with the applicable professional standards and Center membership requirements. Additionally, member firms must have their governmental audits selected as part of the Firm's peer review.



We are required to undergo peer reviews every three years. We completed our most recent review in 2016 and received a rating of pass. In addition, we also received no "letter of comments," and therefore achieved the highest possible rating, obtained by only a small percentage of accounting firms across the nation. A copy of our most recent peer review report is included in this proposal. The review included a number of specific government engagements.



SYSTEM REVIEW REPORT

October 21, 2016

To the Partners of
Pattillo, Brown & Hill, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Pattillo, Brown & Hill, LLP (the firm) in effect for the year ended May 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, and audits performed under FDICIA.

In our opinion, the system of quality control for the accounting and auditing practice of Pattillo, Brown & Hill, LLP in effect for the year ended May 31, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Pattillo, Brown & Hill, LLP has received a peer review rating of *pass*.

Haddox Reid Eubank Betts PLLC



DESK AND FIELD REVIEWS

Because of the level of audits that we perform that requiring federal and state single audits and the number of clients that we serve receiving federal and state grant assistance, many of our clients have field and desk reviews performed on their audits at least annually. We are not aware of the specific number of these reviews that have been performed on our audits in the last three years, but there are no unresolved questions or findings resulting from the desk reviews. No disciplinary action has ever been alleged and no action is pending or has been undertaken against the Firm by the SEC, AICPA, Texas State Board of Public Accountancy, other federal or state regulatory agencies or professional organizations.

CLAIMS AND SUITS

Pattillo, Brown & Hill has not failed to complete any work that was awarded to it, and there are not any judgments, claims, arbitration proceedings or suits pending or outstanding against PB&H or partners. Additionally, PB&H has not filed any lawsuits or requested arbitrations with regard to contracts within the last five years.

COMPETENT, EXPERIENCED PERSONNEL

We consider well-trained and experienced professionals to be the single most important element necessary to providing the highest level of service to a client. We believe that we offer our clients a unique blend of technical expertise and responsiveness that is sometimes unavailable from larger firms who may be focused on more sizable engagements. We have identified for the City of Glenn Heights an experienced and proven service team. As you can see from the resumes included in this proposal, your audit team will have significant experience serving governmental clients, including cities, and are actively involved in professional organizations that allow us to keep abreast of issues facing governmental organizations.

Pattillo, Brown & Hill, L.L.P. includes members with excellent professional qualifications as evidenced by the following:

- One former member served on the Texas State Board of Public Accountancy.
- One former member is past president of the Texas Society of CPAs.
- Several members are past chairmen, and several are current chairmen or members of Committees of the Texas Society of CPAs including the Society's Government Accounting Standards Committee.
- Members are heavily involved in continuing professional education programs sharpening technical skills.
- Our Firm includes members of the Government Finance Officers Association of Texas.
- Active members of the Special Review Committee of the Government Finance Officers Association.

In keeping with our obligation for quality service, we require our professional employees to complete a minimum of qualifying continuing professional education credits annually. We also encourage our personnel to pursue their certification as accountants and then to become actively involved in local and state professional organization activities. Included, as supporting information, is a schedule of resumes covering the qualifications of proposed staff, including partners, and senior who are expected to be used in the performance of this engagement. Each of the resumes indicates the individual's position in our Firm, including their education and type of experience.

QUALIFICATIONS OF ASSIGNED PERSONNEL

To maintain the highest quality of technical understanding, each member of our government audit staff annually attends at least 40 hours of technical training directly related to auditing and accounting for local governments. With staff members working exclusively in this specialized field, they are properly equipped by attending specific training for this field and gaining experience relevant to audits of local governments.

On the following pages is a summary of the proposed service team members' resumes. All of these professionals are employed on a full-time basis. All key audit professionals are certified to practice in the State of Texas. Furthermore, all of the proposed professionals have significant experience auditing local governments, including Texas cities.



FIRM BACKGROUND, PRINCIPAL OFFICERS AND PRIOR EXPERIENCE

PAULA LOWE, CPA, ENGAGEMENT PARTNER

Paula will serve as the Engagement Partner and will supervise and direct all of our services to the City of Glenn Heights. She will serve as the primary client contact for the engagement and will ensure its overall quality. Paula will ensure appropriate staffing, performance and timely completion of the engagement.

Paula is a CPA with 22 years of experience auditing local governments in the State of Texas. She concentrates exclusively on audits of local governments. She has extensive experience auditing municipalities, counties and Texas school districts. Paula has conducted numerous training seminars within PB&H and for local government organizations across the state.

Sample of Governmental Experience

- Bastrop County
- Cooke County
- City of DeSoto
- City of Columbus
- City of Athens
- City of La Porte
- City of Waxahachie
- City of Highland Village
- City of Caldwell
- City of Bee Cave
- City of Jacksonville
- Denton County
- Wharton County
- City of Schertz
- City of North Richland Hills
- City of Friendswood
- City of Westworth Village
- City of Weatherford
- City of White Settlement
- City of Bastrop
- City of Columbus

Educational Background

BBA Accounting | Texas A&M University

Continuing Professional Education

- GAQC – 2020 OMB Compliance Supplement and Single Audit Update
- AICPA - Remote Auditing in Uncertain Times
- COVID-19 Auditing in a World of Social Distancing
- AICPA - Integrating Audit Data Analytics into the Audit Process
- Revenue Recognition in a State and Local Government Environment
- Audits of State and Local Governments: Common Risk Factors and Related Audit Responses
- Technology in Government: An Award-Winning Example
- Note Disclosures and RSI for Pensions and OPEBs
- GASB 84 Fiduciary Activities Understanding the Impacts
- GASB Update – Frank Crawford and Associates
- Don't be the Last to Know Fraud Considerations in Governmental Entities and Single Audit
- GAQC – Compliance Supplement and Single Audit Update
- Governmental Audit Quality Control Center Annual Webinar
- GAQC – Risk Assessment Considerations



FIRM BACKGROUND, PRINCIPAL OFFICERS AND PRIOR EXPERIENCE

- AICPA – Governmental Accounting and Auditing Update
- Government Audit Quality Center (GAQC) - Annual Update
- Yellow Book Update—The General Accounting Standards
- GASB 87 - Accounting and Reporting of Leases
- Emerging Issues in Government Accounting and Auditing
- Integrating IT Audit Specialist on the Audit Team

Professional Organizations

- American Institute of Certified Public Accountants
- Texas Society of Certified Public Accountants
- AICPA Advanced Single Audit Certificate
- Government Finance Officers Special Review Committee
- Texas Association of School Business Officials



FIRM BACKGROUND, PRINCIPAL OFFICERS AND PRIOR EXPERIENCE

JOHN K. MANNING, CPA, CONCURRING PARTNER

John will serve as the Concurring Partner and will supervise and direct all of our service to the City of Glenn Heights, Texas. He will serve as the additional client contact for the engagement and will help to ensure its overall quality.

John is a CPA with 25 years of experience auditing local governments in the State of Texas. His practice is solely devoted to servicing local governments, such as cities, counties, school districts and other governmental entities. John has had partner and management level responsibility for hundreds of local government clients. He has spoken at regional GFOA meetings statewide, Texas Association of County Auditors Institute and been a TSCPA School District Annual Conference Committee member. John has just recently taught at the Governmental Accounting Academy in Houston, Texas for the Government Finance Officers Association of Texas.

Sample of Governmental Experience

- City of Rosenberg
- City of Richmond
- City of Cleburne
- City of Colleyville
- City of Nacogdoches
- City of Sherman
- City of Terrell
- Town of Flower Mound
- City of Murphy
- City of Haltom City
- City of Forest Hill
- Town of Prosper
- City of Deer Park
- City of Rowlett

Educational Background

BBA Accounting | University of Mary Hardin-Baylor

Continuing Professional Education

- GAQC – 2020 OMB Compliance Supplement and Single Audit Update
- GAQC – 2020 State and Local Government Audit Planning Considerations
- GAQC – 2020 Annual Update Webinar
- GAQC – Commonly Asked Yellow Book Questions - 2020
- GAQC – The New Lease Standard – Webinar
- EdMIS – The New Lease Standard – Webinar
- GFOA Annual Governmental GAAP Update
- Now is the Time for Auditors to Get Ready for the Uniform Guidance Audit Requirements
- GAQC Web Event—Uniform Guidance for Federal Awards
- Audit Sampling in a Single Audit
- Fraud Considerations in a Governmental Audit
- Implementing GASB 68
- Texas Society of CPAs: Texas School District Accounting and Auditing Conference
- OMB Compliance Supplement and Proposed Single Audit Reforms
- Overview of the New GASB Pension Accounting Standards
- AICPA National Governmental Accounting and Auditing Update Conference



FIRM BACKGROUND, PRINCIPAL OFFICERS AND PRIOR EXPERIENCE

Professional Organizations

- American Institute of Certified Public Accountants
- Texas Society of Certified Public Accountants
- Government Finance Officers Special Review Committee
- Gulf Coast Government Finance Officers Association
- Texas Association of School Business Officials



FIRM BACKGROUND, PRINCIPAL OFFICERS AND PRIOR EXPERIENCE

KENT WILLIS, CPA, MANAGER

Kent is a CPA, licensed in the state of Texas with seven years of experience working solely in the areas of auditing and accounting for public sector entities. As the manager on the engagement, Kent will monitor and assist the senior auditor during the audit process and will be involved with the day-to-day operations of the engagement. Kent holds the Advanced Single Audit Certification from the AICPA.

Sample of Public Sector Experience

- City of Denton
- Alamo Area Council of Governments
- Town of Prosper
- Midway ISD
- City of Grapevine
- MHMRA of Harris County
- Belton ISD
- City of Westworth Village
- City of Jacksonville
- City of Haltom City
- Jefferson County
- Brazos Valley Council of Governments
- Bastrop County
- Galveston County

Educational Background

BBA Accounting | Texas A&M University

Masters in Accounting | Sam Houston State University

Continuing Professional Education

- GAQC – 2020 OMB Compliance Supplement and Single Audit Update
- GAQC – Commonly Asked Yellow Book Questions - 2020
- Importance of Cybersecurity
- GASB 84 – Fiduciary Activities, Understanding the Impacts
- Yellow Book Update
- Generally Accepted Auditing Standards Update
- AICPA—Uniform Guidance for Federal Awards
- Governmental Audit Quality Center Annual Webcast Updates
- GFOA—The Accounting and Auditing Year in Review
- Financial Reporting for Local Governments
- Audit Watch—Level 4
- Audit Watch—Level 5
- GASB 75 OPEB Implementation: Accounting and Auditing Considerations
- GASB 77 Tax Abatements: Disclosures and Other Consideration
- Knowledge-Based Audits—Theory & Methodology
- Internal Controls—Understanding, Documenting & Testing

Professional Organizations

- Texas Society of Certified Public Accountants
- American Institute of Certified Public Accountants
- AICPA Advanced Single Audit Certificate



FIRM BACKGROUND, PRINCIPAL OFFICERS AND PRIOR EXPERIENCE

DON ABEL, CISSP, CISA, CRISC, IT SPECIALIST

Don Abel is our Director of Information Systems. He has over 20 years of experience in the Information Systems Field – Project Manager for IT projects, Network Administrator, IT consultant specializing in network security and administration and internal auditing. He is a Network and Security Analyst and auditor. Don will serve as part of the audit team to help determine the effect of information technology on the audit, understand the entity's controls and design and perform tests of controls and substantive tests. He will assist in determining what we may need from IT staff and their role in the audit and how to leverage IT and risk-based audit procedures to drive audit efficiency.

Certified Information Systems Security Professional (CISSP)

The CISSP certification is a globally recognized standard of achievement that confirms an individual's knowledge in the field of information security. CISSPs are information assurance professionals who define the architecture, design, management and/or controls that assure the security of business environments. This was the first certification in the field of information security to meet the stringent requirements of ISO/IEC Standard 17024.

Certified Information Systems Auditor (CISA)

The CISA certification is a globally recognized certification in the field of audit, control and security of information systems. CISA gained worldwide acceptance having uniform certification criteria, the certification has a high degree of visibility and recognition in the fields of IT security, IT audit, IT risk management and governance. Vacancies in the areas of IT security management, IT audit or IT risk management often ask for a CISA certification.

Certified in Risk and Information Systems Control (CRISC)

The CRISC certification is awarded by the Information Systems Audit and Control Association and aims to provide a common body of knowledge for information technology/systems risk management, and to recognize the knowledge of enterprise and IT risk that a wide range of IT and Business practitioners have acquired, as well as the capability to: design, implement and maintain information system (IS) controls and to mitigate IS/IT risks.

Educational Background

Business Information Systems | University of Mary-Hardin Baylor

SIMILAR ENGAGEMENTS WITH THE CITY OF GLENN HEIGHTS

Below is a sample of audits performed by our Firm similar to the City of Glenn Heights, Texas. Please feel free to contact any of the below mentioned references as you so desire.

| City/Engagement Partner | Scope of Work | Fiscal Years | Total Hours | Name/Telephone |
|---|---|-------------------|-------------|---|
| City of DeSoto* Paula Lowe John Manning | Audit and Federal Single Audit | 2009-2013 2019 | 650 | Tracy Cormier Desoto, Texas 972-230-5823 |
| City of Weatherford* Paula Lowe John Manning | Audit and Federal Single Audit | 2010-2019 | 500 | Dawn Brooks Weatherford, Texas 817-598-4220 |
| City of Highland Village* Paula Lowe John Manning | Audit and Federal Single Audit | 2011-2019 | 550 | Heather Miller Highland Village, Texas 972-899-5089 |
| City of Athens* Paula Lowe John Manning | Audit | 2019 | 450 | Mandie Quigg Athens, Texas 903-677-6619 |
| City of Grapevine* Paula Lowe John Manning | Audit and Federal and State Single Audit | 2008-2019 | 900 | Greg Jordan Grapevine, Texas 817-410-3115 |

*Indicates that CAFR received the GFOA's Certificate of Achievement.

Below is a listing of various local governments audited by our office:

Cities

- Bastrop
- Forney
- La Porte
- Bee Cave
- Friendswood
- Leander
- Bellmead
- Grapevine
- Weatherford
- Burleson
- Haltom City
- Westworth Village
- Caldwell
- Hewitt
- Windcrest
- Colleyville
- Highland Village
- Marble Falls
- Columbus
- Hillsboro
- Midlothian
- Denton
- Huntsville
- Murphy
- Duncanville
- Jacksonville
- Nacogdoches
- El Campo
- Joshua
- San Marcos
- Fate
- Kennedale
- Terrell
- Flower Mound
- Krum

Counties

- Anderson
- Jasper
- Bastrop
- Jefferson
- Bowie
- Kaufman
- Cherokee
- Lampasas
- Collin
- Limestone
- Denton
- McLennan
- Falls
- Medina
- Galveston
- Navarro
- Grayson
- Orange
- Gregg
- Robertson
- Grimes
- Rockwall
- Harrison
- Tom Green
- Henderson
- Upshur
- Hood
- Wood

School Districts

- Aquilla
- Bosqueville
- Brownsville
- Bruceville-Eddy
- Bryan
- Buckholts
- China Spring
- College Station
- Corsicana.
- Gatesville
- Granbury
- Groesbeck
- Hays
- Hillsboro
- Hubbard
- Hudson
- Hutto
- Lancaster
- Llano
- Lorena
- Midway
- Moody
- Salado
- Schertz-Cibolo-Universal City
- West Orange-Cove

Education Service Centers

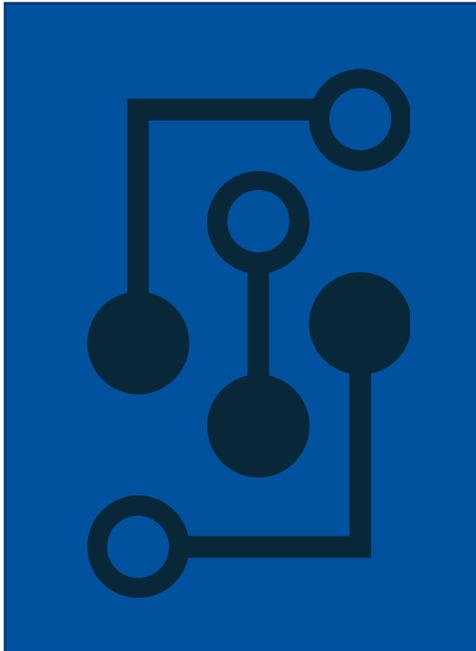
- Education Service Center Region 1
- Education Service Center Region 13

Councils of Governments

- Alamo Area Council of Governments
- Brazos Valley Council of Governments
- Concho Valley Council of Governments
- Heart of Texas Council of Governments
- Houston-Galveston Area Council
- Permian Basin Regional Planning Commission

MHMR Centers

- The Harris Center for Mental Health and IDD
- Heart of Texas Region MHMR Center



CAPABILITY TO AUDIT COMPUTERIZED SYSTEMS

Our information technology audit service consists of a systematic evaluation of your entity's information system security by measuring how well it conforms to a set of established criteria. We typically assess the security of your system's physical configuration and environment, software, information handling processes and user practices. We have three information technology specialists to assist with any information technology auditing activities. Also, all of our audit staff are trained and well versed in computerized systems as they relate to financial processes.

Additionally, our Firm is required to gain an understanding of the internal controls the City has over IT and general computer controls. As a critical system impacting the City's processes, it is important to control the IT processes underlying the City's EDP system.

Our Firm uses a wide range of software including the Microsoft Office Suite, ACL Analytics (data extraction software), Adobe Acrobat and ProSystems fx Engagement. We also utilize Microsoft Access databases and other data extraction and evaluation tools.

We have developed significant resources in the areas of computer applications and system analysis to provide a wide range of services to our clients as outlined below:

- We are familiar with and have experience in auditing systems using a wide range of financial application software. We currently have clients who use Incode, NetData, Munis, JD Edwards, Skyward, HCSS (Hill County Software and Support), GEMS, SMI (Spindle Media) and many other software systems frequently used by government entities.
- A computer consultant from our Firm will be assigned to your audit to aid in technical areas of system controls and procedures. His resume is included in the "Partner, Supervisory, and Staff Qualifications and Experience" section of this proposal. All personnel assigned will be familiar with computerized accounting systems and controls. All experienced personnel receive training specifically in these areas during their development and progression.
- We also use data extraction software to address any specific areas of risk your City might have. We can use this software to evaluate many automated processes that the City uses such as P-card purchases, journal entry processing and issues related to data security and integrity.

We believe that a long-term professional relationship must be mutually beneficial to be of lasting value to either party. In the end, regardless of the amount of the fee, you are paying too much if you are not satisfied with the value or quality of service you received or the individuals who provide that service. Our goal in serving the City of Glenn Heights, Texas will be to deliver timely, responsive service that meets your needs, exceeds your expectations, and produces value that exceeds our fees. We have achieved that goal in serving numerous clients, and we fully expect to achieve it in serving you.

This audit engagement will include an examination of all general operations, programs and grants of the City in accordance with Generally Accepted Government Audit Standards, the provisions of the federal Single Audit Act of 1984 (as amended in 1996), Uniform Guidance (CFR200), and, if applicable, the State of Texas Uniform Grant Management Standards. The audit period is October 1, 2019 through September 30, 2020.

Our audit plan will be based on the risk assessment performed and impacted by key processes identified. This audit plan would cover the 2019 audit and would be revised in subsequent years based on changes to the City. An outline of these general procedures is as follows:

- Gather information about the entity and its environment that may be relevant in identifying risks of material misstatement of the financial statements.
- Gather information to understand and evaluate the design and implementation of the entity's internal control system.
- Synthesize the information gathered, identify risks (both overall and specific risks) that could result in material misstatements of the financial statements, and develop an overall audit strategy.
- Assess the risks of material misstatement of the entity's financial statements after evaluating the entity's programs and controls.
- Develop appropriate responses (further audit procedures) to the risks identified considering the overall audit strategy and planning materiality.

SPECIFIC WORK PLAN

Our audit approach consists of four key phases: preliminary audit planning, interim fieldwork, audit fieldwork, and final review and audit conclusion.

Preliminary Audit Planning

Preliminary audit planning will be performed each year prior to the beginning of on-site fieldwork. In this phase of the engagement, our firm will perform the following procedures:

- We will establish the terms of the engagement by issuing the City an engagement letter.
- We will review prior year engagement workpapers and financial statements to determine an initial audit strategy.
- Perform an initial assessment of risk based on the City's control environment.
- Determine nature, timing, and extent of risk assessment procedures to be performed during interim fieldwork.
- Determine planning materiality.
- Partner/Audit Manager will meet with the Finance Director about engagement details such as audit scheduling and auditor/auditee responsibilities.
- We will communicate with the Audit Committee/management about our initial audit plan and obtain any information they might provide about identified audit risks and other concerns.

Interim Fieldwork

Interim fieldwork will be performed each year primarily on-site at the City's facilities. We will perform the following procedures in this phase of the engagement:

- We will review and document our understanding of the City's centralized and decentralized accounting processes and will also evaluate the City's use of accounting software and overall information technology (IT) framework and internal controls.
- We will gain an understanding of the City's operations by reviewing, documenting and evaluating internal controls related to significant transaction classes and operating processes.
- We will gain an understanding of the City's significant operating relationships concerning component units and joint ventures, if applicable.
- We will perform a preliminary analysis of the City's federal and state grant awards and gain an understanding of the internal controls the City has in place for compliance with federal and state laws and regulations.
- Perform preliminary analytical procedures and document their effect on the audit plan.
- We will finalize our initial audit strategy and communicate with the City about specific documentation we will require for audit fieldwork.
- We will gain an understanding of the City's significant contractual relationships and evaluate the potential impacts of those contracts on the financial statements.

Audit Fieldwork

Audit fieldwork will be performed after year-end closing and will include a majority of the substantive testing to be performed during the engagement, including:

- Perform substantive tests of account balances, tests of controls, if necessary, and detailed analytical procedures.
- Perform tests of controls and compliance over major federal and/or state programs in accordance with Uniform Grant Guidance and the State of Texas Uniform Grant Management Standards.
- Complete fieldwork documentation.
- Draft financial statements and other reports, if applicable.
- Discuss audit findings and adjusting entries management.

Final Review and Audit Conclusion

This phase of the engagement will begin as audit fieldwork concludes. Activities to be completed during this phase of the engagement include:

- Perform final analytical review and document effect on audit conclusion.
- Evaluate the effects of past adjustments.
- Evaluate contingencies, subsequent events, and obtain legal representations.
- Review workpapers including a detailed review by the audit manager, engagement partner and technical reviewer.
- Provide single audit report and other materials to the management for review.
- Communicate any significant deficiencies, material weaknesses or other management comments.
- Present reports to Audit Committee and/or City Council.
- Maintain the confidentiality, safe custody, integrity, accessibility and retrievability of the workpapers.
- Assemble and retain the workpapers for a sufficient period of time (subject to monitoring review).

PROPOSED STAFF/HOURS FOR EACH SEGMENT

| | Partner | Manager | Senior | Staff | Total |
|---------------------------|-----------|-----------|------------|------------|------------|
| Risk Assessment | 8 | 10 | 40 | 32 | 90 |
| Cash and Investments | 2 | 2 | 8 | 10 | 22 |
| Receivables | 2 | 2 | 15 | 15 | 34 |
| Capital Assets | 2 | 2 | 10 | 15 | 29 |
| Accounts Payable | 1 | 1 | 8 | 10 | 20 |
| Accrued Liabilities | 1 | 1 | 8 | 10 | 20 |
| Long-term Liabilities | 2 | 3 | 12 | 8 | 25 |
| Net Position/Fund Balance | 1 | 2 | 3 | 3 | 9 |
| Revenues | 3 | 3 | 20 | 20 | 46 |
| Expenditures | 4 | 4 | 20 | 20 | 48 |
| | 26 | 30 | 144 | 143 | 343 |

AUDIT SAMPLING

Our audit procedures include use of non-statistical sampling. Sampling will be performed for our tests of internal controls, compliance and financial statement amounts, utilizing approaches representative of populations tested. The extent to which we apply detailed audit procedures and sampling is based on materiality, evaluation of audit risks and internal controls and the characteristics of items comprising the account balance or class of transactions. Because our sample sizes are affected by many variables, a statement about sample sizes cannot be made in absolute terms. However, in practice, sample sizes usually begin with 40 for single audit tests of controls in order to plan the audit to obtain a low level of control risk.

DETERMINING LAWS AND REGULATIONS THAT WILL BE TESTED

Our consideration of audit risk in planning a governmental engagement is essentially an evaluation of the inherent risk of material errors or fraud in the government's financial statements. We will obtain an understanding of the possible financial statement effects of laws and regulations that have a direct and material effect on the determination of financial statement amounts and assess the audit risk associated with possible violations of such laws and regulations. We will consider laws and regulations that are generally recognized to have a direct and material effect on the determination of financial statement amounts.



Municipalities may be affected by many laws or regulations, including those related to securities trading, occupational safety and health, food and drug administration, environmental protection, equal employment and price fixing, or any other antitrust violations. If specific information comes to our attention that provides evidence concerning the existence of possible illegal acts that could have a material indirect effect on the financial statements, we will apply audit procedures specifically directed to ascertaining whether an illegal act has occurred.

PRELIMINARY ANALYTICAL PROCEDURES

Analytical procedures will be used in general planning to improve our understanding of the City's operations and to identify audit areas for increased attention. These procedures will be applied to assist in planning the nature, timing and extent of other auditing procedures. These procedures will include comparisons of account balances between accounting periods, ratio and trend analysis to improve our understanding of the City and its operations and to identify critical audit areas.

Preliminary analytical procedures will include, at a minimum, a comparison of current account balances to similar amounts in the prior annual period's financial statements and the current period's budget. Additionally, we believe a thoughtful consideration of expected relationships among account balances and periods by an experienced auditor is far more important than a mechanical comparison. We will consider these relationships and bring to bear other knowledge about the City and its operations.

ANALYTICAL PROCEDURES AS SUBSTANTIVE TEST

Our reliance on substantive tests to achieve an audit objective related to a particular assertion may be derived from tests of details, from analytical procedures, or from a combination of both. For some assertions, analytical procedures are effective in providing the appropriate level of assurance. For other assertions, however, analytical procedures may not be as effective or efficient as tests of details in providing the desired level of assurance. The expected effectiveness and efficiency of an analytical procedure in identifying potential misstatements depends on, among other things, the predictability of the relationship and the availability and reliability of the data used to develop the expectation.

ANALYTICAL PROCEDURES USED IN THE OVERALL REVIEW

The objective of analytical procedures used in the overall review stage of the audit is to assist us in assessing the conclusions reached and in the evaluation of the overall financial statement presentation. The overall review would generally include reading the financial statements and notes, considering the adequacy of evidence gathered in response to unusual or unexpected balances identified in planning the audit or in the course of the audit and unusual or unexpected balances, relationships that were not previously identified. Results of an overall review may indicate that additional evidence may be needed.

PERFORMANCE OF SUBSTANTIVE PROCEDURES

Substantive audit testing will be performed in areas where the effectiveness of process controls does not reduce risk to a relatively low level, or where substantive testing is more efficient.

EVALUATION OF INTERNAL CONTROLS

Our audit plan will be based on the risk assessment performed and impacted key processes identified. This audit plan would cover the 2020 audit and would be revised in subsequent years based on changes to the City of Glenn Heights. For each key process included in the audit plan, we will perform the following audit work:

- Understand the accounting process in depth, including significant process controls in place to mitigate risk.
- Test significant control points to determine if controls are operating as designed.
- Compare processes and controls to “best practices” to determine their effectiveness.
- Report to management on the effectiveness of processes.
- Determine whether any residual audit risk remains and whether substantive audit tests are required.

Substantive audit testing will be performed in areas where the effectiveness of process controls does not reduce risk to a relatively low level, or where substantive testing is more efficient.

Our Firm is required to gain an understanding of the internal controls the City has over IT and general computer controls. As a critical system impacting the City's processes, it is important to control the IT processes underlying the City's EDP system. The key is to ensure that only managed and authorized changes and access to the functionality and data is allowed. The IT General Computing controls are focused on change management, access security and computer operations areas. At a high level, the change management process ensures that all changes to the systems go through a standardized process, whereby they are approved and tested by appropriate officials before being deployed in the City's operating environment. The access-security process ensures that only authorized individuals have appropriate access to the systems and underlying data. It also ensures that security layers (database, operating system, application, physical access to the servers, internal and external network layers) are appropriately controlled to avoid unauthorized access. The computer operations process ensures that back-end jobs are monitored and controlled. It also ensures that backups and recovery procedures are in place to be able to recover in case of rollback or disaster situations.

To achieve effective monitoring and auditing of the EDP system, with respect to IT General Computing Controls, it is necessary to extract the following from the system:

- System log of changes (application, database, reports)
- System log of access changes (end user, administrative – application and database)
- System log of changes to key configurations

The majority of EDP systems struggle, without an add-on module or third-party system, to be able to provide one or more of the details mentioned above. An alternative is to work closely with your IT Department to write custom scripts and extract data for these items.

SCOPE OF WORK TO BE PERFORMED

Pattillo, Brown & Hill, L.L.P. will express an opinion on the fair presentation of the basic financial statements, as well as the combining and individual fund financial statements in conformity with generally accepted accounting principles.

We will audit the basic financial statements, consisting of the government-wide statements and combining and individual fund financial statements for all fund types, including major and non-major funds. We will provide an "in-relation-to" statement on the combining and non-major fund type statements and supplementary schedules, based on the auditing procedures applied during the audit of the basic financial statements. We will not be required to audit the introductory or statistical section of the report; these sections will remain unaudited.

Our firm will perform certain limited procedures involving the management discussion and analysis, and required supplementary information required by the Governmental Accounting Standards Board, as mandated by generally accepted auditing standards.

Additionally, we will audit the information contained in the schedule of expenditures of federal and state awards when appropriate. This information will be subjected to the auditing procedures applied in the audit of the basic financial statements and in accordance to U.S. Government Accountability Auditing Standards, the Single Audit Act as amended in 1996, Uniform Guidance (2CFR200) and the State of Texas Uniform Grants Management Standards. If required, we will provide an opinion on the fair presentation of the schedule of expenditures of federal and state awards in relation to the basic financial statements taken as a whole.

STANDARDS TO BE FOLLOWED

The audit will be performed in accordance with:

- Generally accepted auditing standards, as adopted by the membership of the American Institute of Certified Public Accountants
- Standards for financial audits set forth in the U.S. Government Accountability Office (GAO) Government Auditing Standards (2018)
- Financial reporting standards as adopted by the Governmental Accounting Standards Board (GASB); and the Government Finance Officers Association to meet the requirements for the Certificate of Achievement for Excellence in Financial Reporting
- Provisions of Uniform Guidance (2CFR200), and/or the State of Texas Uniform Grant Management Standards (UGMS)
- Audit and Accounting Guide for State and Local Governments
- State and Federal laws or regulations
- An examination for compliance with procedures established by City Charter and City Ordinances.



REPORTS TO BE ISSUED

Following the completion of the audit of the fiscal year's financial statements, we will issue all reports currently required by State and Federal grantors, American Institute of Certified Public Accountants, Governmental Accounting Standards Board (GASB), and any other regulatory agencies.

In the required reports on internal controls, we will communicate any reportable conditions found during the audit to the City Administrator. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements. Reportable conditions that are also material weaknesses shall be identified as such in the report.

Non-reportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the reports on internal controls.

A report shall also be issued on the supplementary schedule of federal and state financial assistance programs and the internal control structure used in administering those funds.

We will make an immediate, written report of all irregularities and illegal acts of which they become aware to the City Administrator and Finance Director.

We agree to provide the City with information relating to regulation changes that would affect the City and its operation, such as timely notification of changes proposed or initiated by GASB, or GAO.

Additionally, we will present the comprehensive annual financial report at the February or March council meeting and inform the City and Council of each of the following, and any other item as required by the regulatory agencies as noted above:

1. The auditor's responsibility under generally accepted auditing standards and government auditing standards.
2. Significant accounting policies.
3. Management judgments and accounting estimates.
4. Significant audit adjustments.
5. Our judgement about the quality of the City's accounting principles.
6. Other information in documents containing audited financial statements.
7. Disagreements with management.
8. Management consultation with other accountants.
9. Major issues discussed with management prior to retention.
10. Difficulties encountered in performing the audit.
11. Confirmation of independence.
12. Independence-related relationships between the firm and the City.



IDENTIFICATION OF ANTICIPATED POTENTIAL AUDIT PROBLEMS

It is of utmost priority to ensure your service team professionals are current with developments in industry practices, accounting releases and auditing requirements. In addition to a highly communicative environment and industry-specific training programs, the following facilitates our efforts in this regard:

- Our service team understands the issues relevant to municipalities. The combination of our Firm's resources, level of partner involvement and experienced team members provides an excellent service team of professionals capable of servicing the City's needs.
- To facilitate meeting your expectations and deadlines, we will meet with you during the planning phase of the engagement to obtain an understanding of the assistance the City will provide in performing the audit.
- Regular communication will be ongoing with City personnel, allowing for timely knowledge of significant matters as they arise. When we learn of matters the City may not be aware of, we will be active in conveying relevant information. Regular progress meetings will be scheduled with City personnel at times suitable to City staff.
- We are very much aware of federal and state grant requirements and accounting requirements affecting audits of municipalities. As with other issues that may arise, we will work with the City throughout the year to achieve the appropriate resolution. Our resources throughout the Firm, which continue to build in our government practice, will be utilized as appropriate.

Tentative Audit Schedule

| Task | Estimated Time Period |
|---|-----------------------|
| Planning meeting to determine schedules to be prepared by the City and a timeline for those schedules and/or reports in order to accommodate the remainder of the timeline. | August/September 2020 |
| Anticipated start of interim field work. | September 2020 |
| Final fieldwork performed. | January 2021 |
| Preliminary financials ready for review by City's management. | February 2021 |
| Auditor meets with City management and will present the annual financial report to the City Council | March 2021 |

Pattillo, Brown & Hill has insurance that adheres to the insurance requirements set forth in Appendix D of the City's Request for Proposals.

APPENDIX C:

PROPOSER WARRANTIES

- A. Proposer warrants that it is willing and able to comply with State of Texas laws with respect to foreign (non-state of Texas) corporations.
- B. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City of Glenn Heights.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.
- E. Proposer warrants that it understands and will adhere to the requirements set forth in this RFP and all of the requirements of the RFP which will be an attachment to the contract. Proposer also warrants that any additions, changes, or deletions made during negotiations will be made a part of this proposal under a binding contract between the City of Glenn Heights and the successful Proposer.
- F. Proposer warrants that this proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same materials, and is in all ways fair and without collusion or fraud.

Authorized Company Representative Please Sign Below:

Signature: Paula Lowe
Name (typed): Paula Lowe
Title: CPA, Partner
Firm: Pattillo Brown & Hill L.L.P.
Date: July 6, 2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDYYYY)
02/03/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|---|------------------------|
| PRODUCER Insurors of Texas P.O. Box 2683 Waco TX 76702-2683 | | CONTACT NAME: Commercial Accounts PHONE (A/C, No, Ext): (254) 759-3701 FAX (A/C, No): (254) 750-8135 E-MAIL ADDRESS: ci@insurorsoftexas.com | |
| INSURED Pattillo, Brown & Hill, LLP P.O. Box 20725 Waco TX 76702-0725 | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: Transportation Ins Co. | NAIC # 20494 |
| | | INSURER B: Continental Insurance Company | NAIC # 35289 |
| | | INSURER C: American Casualty Ins Co | NAIC # 20427 |
| | | INSURER D: Navigators Insurance Company | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 19/20 Rewrite **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADULT INSD | BUBR WVD | POLICY NUMBER | POLICY EFF (MMDDYYYY) | POLICY EXP (MMDDYYYY) | LIMITS |
|----------|---|------------|----------|-----------------|-----------------------|-----------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | 6079142855 | 09/28/2019 | 09/28/2020 | EACH OCCURRENCE \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER OBJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | | | | | | |
| B | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY | | | 6079142869 | 09/28/2019 | 09/28/2020 | MED EXP (Any one person) \$ 5,000 |
| | <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB | | | 6079142866 | 09/28/2019 | 09/28/2020 | GENERAL AGGREGATE \$ 2,000,000 |
| | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 5,000 | | | | | | |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | 6079142872 | 09/28/2019 | 09/28/2020 | Employee Benefits \$ 1,000,000 |
| | | | | | | | |
| D | PROFESSIONAL LIABILITY | | | CE20APL0BFG6LIV | 01/12/2020 | 01/12/2021 | BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| | | | | | | | Each Claim 3,000,000 Policy Aggregate 3,000,000 Deductible Per Claim 75,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CYBER LIABILITY, policy #106876301 limit \$2,000,000 written through Travelers Casualty Insurance Company.

CRIME, policy #106559944 limit \$1,000,000 written through Travelers Casualty Insurance Company.

The General Liability policy includes a blanket automatic endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured & the certificate holder that requires such status.

| | |
|---|--|
| CERTIFICATE HOLDER For Information Purposes Only CYBER LIABILITY, polic | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|--|

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Dear City Council and City Manager:

The following represents our understanding of the services we will provide the City.

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2020, and for the year then ended and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that the management's discussion and analysis, budgetary comparison information, and pension and other postemployment benefit related information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis.
- Budgetary Comparison Information.
- Schedule of Changes in Net Pension Liability, Net Other Postemployment Benefit (OPEB) Liability and Related Ratios.
- Schedule of Pension Contributions.

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and Individual Nonmajor Fund Financial Statements and Schedules.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

- Introductory Section.
- Statistical Section.

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS and, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used, and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards*.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-

matter paragraphs or withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
3. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit; and
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
4. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by the entity's auditor;

5. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
6. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole; and
7. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

With respect to any non-attest services, we will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities. Management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Reporting

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the

results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. For example, such transmissions might include, but not be limited to investment information for fair value testing. We have obtained confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The timing of our audit will be scheduled as follows:

| | |
|---|----------------|
| Document internal control and preliminary tests | September 2020 |
| Mail confirmations | November 2020 |
| Perform year-end audit procedures | January 2021 |
| Issue audit reports | March 2021 |

Paula Lowe is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Pattillo, Brown & Hill, L.L.P.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees for these services will be at our standard hourly rates plus out-of-pocket cost (such as reports reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$xxxx. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional cost.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and

- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Pattillo, Brown & Hill, L.L.P. and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulatory agencies pursuant to authority given to them by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Pattillo, Brown & Hill, L.L.P.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation. The regulatory agency may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,
Pattillo, Brown & Hill, L.L.P.

Paula Lowe, CPA
Waco, Texas

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City by:

Name: _____

Title: _____

Date: _____

We believe it is essential to make our partners available to our clients at all times during the year. We have found that handling issues throughout the year, instead of only during the audit, makes for a cleaner audit and gives our clients peace of mind to know that the problem or situation has been resolved. Our Firm handles meetings, phone calls, in-house training and other requests from our clients at all times during the year. Our fee proposal is inclusive of all phone calls and conversations during the year. All that we ask is that some advanced knowledge of large requests be given in order to accommodate your needs.

As outlined in this proposal, we believe that our Firm is well matched to the City of Glenn Heights' needs. To summarize:

- We have significant experience auditing governmental organizations, including cities.
- We can provide you with timely services at a reasonable cost.
- We are committed to meeting your deadlines.

Pattillo, Brown & Hill, L.L.P. prides itself on being responsive to the needs of our clients. We believe this proposal underscores the points that set us apart from other accounting firms. We look forward to the opportunity to develop a mutually beneficial relationship with the City of Glenn Heights, Texas.

Name of Firm: Pattillo, Brown & Hill, L.L.P.

Certification that the person signing this proposal is an authorized agent of the proposing firm entitled to represent the Firm, empowered to submit this bid and authorized to sign a contract with the City of Glenn Heights, Texas.

So Certified

Name: Paula Lowe, CPA
Title: Partner

Signature: A handwritten signature in black ink that reads "Paula Lowe".

Date: July 6, 2020

RATES FOR ADDITIONAL SERVICES

Our stated fees include all out-of-pocket expenses and will not be exceeded unless significant, new audit, accounting or regulatory requirements are imposed. We would discuss those factors prior to any audit work being performed.

There will be no additional costs billed under this engagement. If it should become necessary for the City to request us to render any additional services to either supplement the services requested in this request for proposals, or to perform additional work as a result of the specific recommendations included in any report issued during this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and PB&H, and shall be performed at the same rates set forth below.

| | |
|---------|-------|
| Partner | \$200 |
| Manager | \$150 |
| Senior | \$95 |
| Staff | \$75 |

The rates are open for discussion and will depend upon the requested task. We would not start work or begin billing for work until we had agreed to the rates and terms with the City.

MANNER OF PAYMENT

Pattillo, Brown & Hill, L.L.P. accepts the preferred payment terms stated in the City's RFP.

**APPENDIX A:
COST PROPOSAL FORM**

Audit Services Proposed for the City of Glenn Heights

Submitted By: Pattillo, Brown & Hill L.L.P.

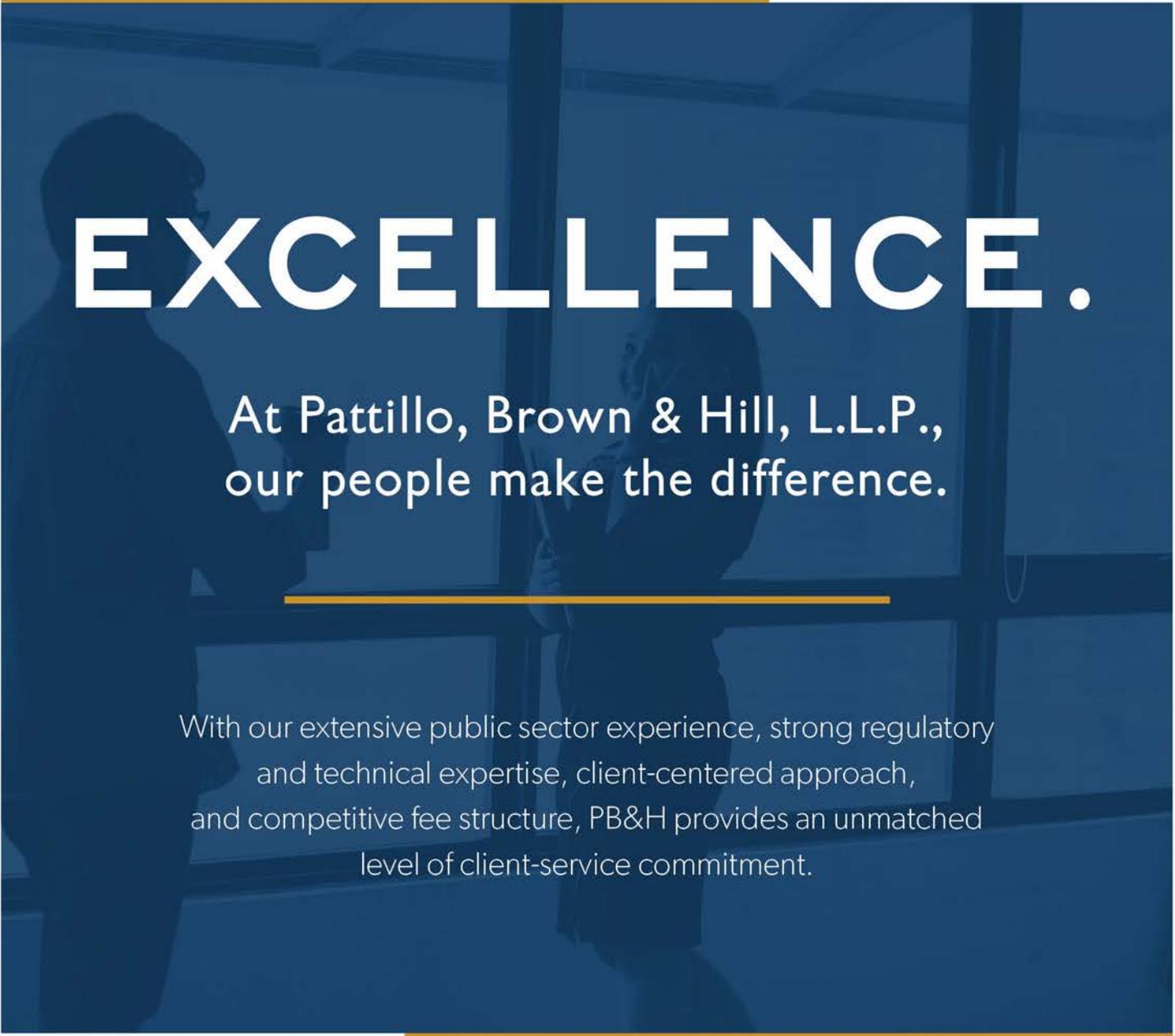
| | Number of Hours | Hourly rate | Total Proposed |
|---------------------------------------|-----------------|-------------|-----------------|
| Partner | 26 | 200 | \$5,200 |
| Manager | 30 | 150 | \$4,500 |
| Supervisor | 144 | 95 | \$13,680 |
| Audit Staff | 143 | 75 | \$10,725 |
| Audit Staff | | | |
| Support Staff | | | |
| Subtotal | | | |
| Other Expenses: | | | \$1,395 |
| Total Maximum price 2020 Audit | | | \$35,500 |

| | | | |
|---------------------------------------|-----|-----|-----------------|
| Partner | 26 | 201 | \$5,226 |
| Manager | 30 | 151 | \$4,530 |
| Supervisor | 144 | 96 | \$13,824 |
| Audit Staff | 143 | 76 | \$10,868 |
| Audit Staff | | | |
| Support Staff | | | |
| Subtotal | | | |
| Other Expenses: | | | \$1,402 |
| Total Maximum price 2021 Audit | | | \$35,850 |

| | | | |
|---------------------------------------|------|-----|-----------------|
| Partner | 26 | 202 | \$5,252 |
| Manager | 30 | 152 | \$4,560 |
| Supervisor | 144 | 97 | \$13,968 |
| Audit Staff | 143 | 77 | \$11,011 |
| Audit Staff | | | |
| Support Staff | | | |
| Subtotal | | | |
| Other Expenses: | | | \$1,509 |
| Total Maximum price 2022 Audit | | | \$36,300 |
| Projected Audit price | 2023 | | \$36,750 |
| Projected Audit price | 2024 | | \$37,500 |

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EXCELLENCE.

At Pattillo, Brown & Hill, L.L.P.,
our people make the difference.

With our extensive public sector experience, strong regulatory and technical expertise, client-centered approach, and competitive fee structure, PB&H provides an unmatched level of client-service commitment.

PAULA LOWE, CPA

plowe@pbhcpa.com

TODD PRUITT, CPA

tpruitt@pbhcpa.com

JOHN K. MANNING, CPA

jkmanning@pbhcpa.com

CHRIS PRUITT, CPA

cpruitt@pbhcpa.com

QUALITY AUDIT & ACCOUNTING SERVICES



PATTILLO, BROWN & HILL, LLP

pbhcpa.com

| | | | | |
|--|------------------------------------|-----------------------------|----------------------------------|-----------------------------------|
| City of Glenn Heights | | | | |
| Summary Scores of Audit Proposals | | | | |
| | | | | |
| Reviewer | Brookwatson & Co., PLLC | Haynie & Company | McConnell & Jones LLP | Pattillo, Brown & Hill |
| Phill Conner | 75 | 70 | 80 | 85 |
| Nery Pena | 90 | 70 | 65 | 85 |
| Jaynice Porter-Brathwaite | 98 | 89 | 94 | 100 |
| Total Points | 263 | 229 | 239 | 270 |

**CITY OF GLENN HEIGHTS, TEXAS
RESOLUTION NO. R-28-20**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE a GRANT AGREEMENT AND RELATED DOCUMENTS AS THE CITY'S CERTIFYING OFFICIAL, AND AUTHORIZING CITY STAFF TO SUBMIT REQUESTS FOR PUBLIC ASSISTANCE FUNDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY THROUGH THE TEXAS DIVISION OF EMERGENCY MANAGEMENT IN RELATION TO FEMA-DR-4485-TX ASSOCIATED WITH THE PRESIDENTIAL DECLARATION OF MAJOR DISASTER FOR THE STATE OF TEXAS (TEXAS COVID-19 PANDEMIC).

WHEREAS, the City of Glenn Heights has been negatively impacted as a result of the COVID-19 Pandemic and has projects that qualify for Public Assistance and Hazard Mitigation Grant Program funded by the Federal Emergency Management Agency (FEMA) through the Texas Department of Emergency Management (TDEM); and

WHEREAS, the City of Glenn Heights is eligible to receive 75% reimbursement of funds expended for FEMA qualified projects; and

WHEREAS, the City of Glenn Heights will request reimbursement through the Texas Department of Emergency Management and Federal Emergency Management Agency portals;

NOW, THEREFORE, BE IT RESOLVED: the City Council of the City of Glenn Heights, Texas authorizes the Mayor to execute, as the City's certifying official, the Grant Agreement, a copy of which is attached hereto as Exhibit "A" and all other necessary documents related to the Grant Agreement and reimbursement requests and further authorizes City staff to submit Public Assistance Reimbursement Requests as permitted by FEMA and TDEM agencies for the ongoing COVID-19 disaster.

PASSED AND APPROVED this the 18th day of August 2020.

APPROVED:

Harry A. Garrett, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(117263TM081020)

Exhibit A

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

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- 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,

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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 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 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 debarment or

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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 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.

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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/ 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

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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

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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.

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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 and the State Debarred Vendor List at: 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 Clean 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 workplace 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.

| RFI Timelines | |
|-------------------------|--|
| 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: August 18, 2020

SUBJECT

Discuss and take action regarding Insurance renewal recommendations for Employee Insurance Benefits.

REPORT IN BRIEF

The City's Employee Group Insurance Benefit, for all lines of coverage, renewal date is October 1, 2020. The current medical insurance provider is United HealthCare (UHC), which offers three (3) plan options for medical coverage:

1. High Deductible Plan (HDHP), offering a Health Savings Account (HSA);
2. Preferred Provider Organization (PPO) Base Plan, with a \$1000 deductible and \$25 office visit co-pay;
3. PPO Buy Up Plan, with a \$500 deductible and \$25 office visit co-pay.

BACKGROUND / DISCUSSION

Resulting from the City's April 2019 employee survey, employees overwhelmingly asked for insurance coverage with a lower deductible and low co-pays for office visits. In response, during FY 2019 – 2020, staff procured the services of an insurance consultant to assist with conducting an Insurance Benefits Request for Proposals (RFP). Quotes were received from all 3 top named insurance companies, and their respective quotes were as follows:

Medical Coverage

| <u>Medical Insurance Company</u> | <u>Quote</u> |
|---|---------------------|
| BlueCross BlueShield (BCBS) | \$ 633,307.00 |
| TML Health | \$ 594,959.00 |
| United HealthCare (UHC) | \$ 587,633.00 |

During the year, employees have experienced exceptional service with UHC, and staff has provided positive feedback for all three (3) medical plans. In addition, United HealthCare (UHC) has quoted the City a FY 2020-2021 premium of -2% below their previous quote for FY 2019 – 2020. Based on this, the City has budgeted for an annual cost of \$575,881.

Dental Coverage

Lincoln provides the City with a package discount for Dental and Basic Life. The FY 2019 – 2020 total package premium was \$54,247.60. The Basic Life/AD&D portion of the premium has a renewal flat rate guarantee for three (3) years from the FY 2019 effective date. The Dental renewal premium is quoted at 4% above last year’s premium. The FY 2019-2020 dental premium was \$51,568. For FY 2020 – 2021, the City has budgeted for an annual cost of \$53,630.52.

Life Insurance

Lincoln’s FY 2019 – 2020 Basic Life/AD&D quote for the City was \$2,679.60. This rate has a renewal rate guarantee on this policy for three (3) years (It expires 10/1/2022).

Vision Coverage

Superior Vision’s FY 2019 – 2020 quote for the City was \$6,319.20. This rate has a renewal rate guarantee on this policy for four (4) years (It expires 10/1/2023).

FISCAL IMPACT

Based on Proposed Budget FY 2020 – 2021, The City has budgeted for an annual cost of \$575,881 for Medical Insurance, \$53,630.52 for Dental Insurance, and for Basic Life/AD&D, \$2,679.60, to be paid by transferring funds from the General Fund to the Employee Benefits Trust. The cost for Vision Insurance, Short/Long Term Disability, Accident/Critical Illness, and Flex Spending are not budgeted by the City, These are optional benefit plans offered to employees and the employee bears the cost through

payroll deduction.

PUBLIC CONTACT

N/A

ALTERNATIVES / RECOMMENDATION

Staff recommends that City Council Renew the following Insurance Contracts:

1. Medical – United HealthCare
2. Dental – Lincoln
3. Basic Life/AD&D – Lincoln
4. Short/Long Term Disability – Lincoln
5. Vision - Superior

PREPARED BY

Jaynice Porter-Brathwaite, Director of Human Resources

ATTACHMENTS

- I. Resolution R-26-20
- II. Insurance Renewal Rate Summaries

RESOLUTION R-26-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, AUTHORIZING THE CITY OF GLENN HEIGHTS EMPLOYEE BENEFITS TRUST TO PAY THE OBLIGATIONS OF THE TRUST AS IT RELATES TO INSURANCE CONTRACTS THAT THE TRUST AWARDS; AUTHORIZING ANY TRANSFERS OF FUNDS THAT MAY BE NECESSARY DURING THE 2020-2021 FISCAL YEAR TO FUND THE TRUST'S OBLIGATIONS RELATING TO INSURANCE CONTRACTS THAT THE TRUST AWARDS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City Council hereby authorizes the City of Glenn Heights Employee Benefits Trust to pay the obligations of the Trust as it relates to insurance contracts that the Trust awards, and furthermore, authorizes any transfers of funds that may be necessary during the 2020-2021 fiscal year to fund the Trust's obligations relating to insurance contracts that the Trust awards.

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

READ, CONSIDERED, PASSED AND ADOPTED by the City Council for the City of Glenn Heights at a meeting on the 18th day of August 2020, at which a quorum was present, and for which due notice was given.

APPROVED:

Harry A. Garrett, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney TM 109747

Medical Renewal Summary

| Benefits | UHC | | | Current UHC | | | Negotiated Renewal UHC | | | UHC | | |
|--|--------------------|---------------------|-------------------------------|---------------------|---------------------|-------------------------------|-------------------------------|---------------------|-------------------------------|---------------------|-------------------------------|---------------------|
| | AXSIN w/2V | | BCYD w/1U | BCYD w/1U | | BCYD w/1U | BCYD w/1U | | BCYD w/1U | | BCYD w/1U | |
| | In-Network | Out-of-Network | In-Network | In-Network | Out-of-Network | In-Network | In-Network | Out-of-Network | In-Network | Out-of-Network | In-Network | Out-of-Network |
| Coinsurance | 80% | 50% | 80% | 80% | 50% | 80% | 80% | 50% | 80% | 50% | 80% | 50% |
| Deductible | \$2,700 / \$5,400 | \$5,000 / \$10,000 | \$1,000 / \$2,000 | \$5,000 / \$10,000 | \$5,000 / \$10,000 | \$500 / \$1,000 | \$1,000 / \$2,000 | \$5,000 / \$10,000 | \$1,000 / \$2,000 | \$5,000 / \$10,000 | \$500 / \$1,000 | \$5,000 / \$10,000 |
| Out-of-Pocket Maximum | \$6,350 / \$12,700 | \$10,000 / \$20,000 | \$4,000 / \$8,000 | \$10,000 / \$20,000 | \$10,000 / \$20,000 | \$3,500 / \$7,000 | \$4,000 / \$8,000 | \$10,000 / \$20,000 | \$4,000 / \$8,000 | \$10,000 / \$20,000 | \$3,500 / \$7,000 | \$10,000 / \$20,000 |
| Out-of-Pocket Max Ded. Included in OOP Max | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Lifetime Maximum | Unlimited | Unlimited | Unlimited | Unlimited | Unlimited | Unlimited | Unlimited | Unlimited | Unlimited | Unlimited | Unlimited | Unlimited |
| Physician Office Copay | 80% after ded. | 50% after ded. | \$25 copay (under age 19 \$0) | 50% after ded. | 50% after ded. | \$25 copay (under age 19 \$0) | \$25 copay (under age 19 \$0) | 50% after ded. | \$25 copay (under age 19 \$0) | 50% after ded. | \$25 copay (under age 19 \$0) | 50% after ded. |
| Specialist Office Copay | 80% after ded. | 50% after ded. | \$25/\$50 copay | 50% after ded. | 50% after ded. | \$25/\$50 copay | \$25/\$50 copay | 50% after ded. | \$25/\$50 copay | 50% after ded. | \$25/\$50 copay | 50% after ded. |
| Preventive Care | 100% | 50% after ded. | 100% | 50% after ded. | 50% after ded. | 100% | 100% | 50% after ded. | 100% | 50% after ded. | 100% | 50% after ded. |
| Urgent Care Copay | 80% after ded. | 50% after ded. | \$75 copay | 50% after ded. | 50% after ded. | \$75 copay | \$75 copay | 50% after ded. | \$75 copay | 50% after ded. | \$75 copay | 50% after ded. |
| Emergency Room Copay | 80% after ded. | 50% after ded. | \$250 copay then 80% | 50% after ded. | 50% after ded. | \$250 copay then 80% | \$250 copay then 80% | 50% after ded. | \$250 copay then 80% | 50% after ded. | \$250 copay then 80% | 50% after ded. |
| Hospital | 80% after ded. | 50% after ded. | 80% after ded. | 50% after ded. | 50% after ded. | 80% after ded. | 80% after ded. | 50% after ded. | 80% after ded. | 50% after ded. | 80% after ded. | 50% after ded. |
| Inpatient | 80% after ded. | 50% after ded. | 80% after ded. | 50% after ded. | 50% after ded. | 80% after ded. | 80% after ded. | 50% after ded. | 80% after ded. | 50% after ded. | 80% after ded. | 50% after ded. |
| Outpatient | 80% after ded. | 50% after ded. | 80% after ded. | 50% after ded. | 50% after ded. | 80% after ded. | 80% after ded. | 50% after ded. | 80% after ded. | 50% after ded. | 80% after ded. | 50% after ded. |
| Prescription Drugs | AFTER DEDUCTIBLE | | | | | | | | | | | |
| Retail - (30 day) | Tier 1: \$10 copay | Tier 1: \$15 copay | Tier 2: \$35 copay | Tier 2: \$40 copay | Tier 2: \$35 copay | Tier 2: \$40 copay | Tier 2: \$40 copay | Tier 2: \$40 copay | Tier 2: \$40 copay | Tier 2: \$40 copay | Tier 2: \$40 copay | Tier 2: \$40 copay |
| Generic | Tier 3: \$60 copay | Tier 3: \$75 copay | Tier 3: \$60 copay | Tier 3: \$75 copay | Tier 3: \$75 copay | Tier 3: \$75 copay | Tier 3: \$75 copay | Tier 3: \$75 copay | Tier 3: \$75 copay | Tier 3: \$75 copay | Tier 3: \$75 copay | Tier 3: \$75 copay |
| Preferred Brand Name | | | | | | | | | | | | |
| Non-Formulary | | | | | | | | | | | | |
| Mail Order - (30 day) | | | | | | | | | | | | |
| Generic | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Preferred Brand Name | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Non-Formulary | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Rates | | | | | | | | | | | | |
| Employee Only | 11 | 14 | 17 | \$387.72 | \$544.69 | \$567.54 | \$567.54 | \$567.54 | \$567.54 | \$567.54 | \$567.54 | \$567.54 |
| Employee + Spouse | 2 | 3 | 0 | \$936.33 | \$1,318.21 | \$1,373.51 | \$1,373.51 | \$1,373.51 | \$1,373.51 | \$1,373.51 | \$1,373.51 | \$1,373.51 |
| Employee + Child | 6 | 14 | 3 | \$700.65 | \$984.31 | \$1,025.60 | \$1,025.60 | \$1,025.60 | \$1,025.60 | \$1,025.60 | \$1,025.60 | \$1,025.60 |
| Employee + Family | 1 | 0 | 0 | \$1,515.28 | \$2,128.74 | \$2,218.04 | \$2,218.04 | \$2,218.04 | \$2,218.04 | \$2,218.04 | \$2,218.04 | \$2,218.04 |
| Monthly Total | | | | \$11,861 | \$25,361 | \$12,725 | \$12,725 | \$12,725 | \$12,725 | \$12,725 | \$12,725 | \$12,725 |
| Annual Total | | | | \$142,329 | \$304,328 | \$152,700 | \$152,700 | \$152,700 | \$152,700 | \$152,700 | \$152,700 | \$152,700 |
| Percent(%) vs Current | | | | - | - | - | - | - | - | - | - | - |
| Combined Annual Total | | | | \$599,356.44 | \$1,198,712.88 | \$1,198,712.88 | \$1,198,712.88 | \$1,198,712.88 | \$1,198,712.88 | \$1,198,712.88 | \$1,198,712.88 | \$1,198,712.88 |
| Combined % Difference | | | | - | - | - | - | - | - | - | - | - |
| Combined \$ Over Current | | | | - | - | - | - | - | - | - | - | - |

Dental Renewal Summary

| | Current | Renewal |
|------------------------------|------------------------------------|------------------------------------|
| Benefits | Lincoln | Lincoln |
| Deductible | \$50 Per Individual / \$150 family | \$50 Per Individual / \$150 family |
| Ded Waived for Preventive | Yes | Yes |
| Preventive | 100% | 100% |
| Basic | 80% | 80% |
| Major | 50% | 50% |
| Endodontics and Periodontics | 80% | 80% |
| Calendar Year Maximum | \$2,000 | \$2,000 |
| R&C Percentage | 90% | 90% |
| Orthodontia | 50% to \$2,000 Lifetime | 50% to \$2,000 Lifetime |
| Rate Guarantee | 1 year | 1 year |
| Dental Rates | | |
| Employee Only | 36 | \$34.11 |
| Employee + Spouse | 4 | \$71.38 |
| Employee + Child(ren) | 17 | \$87.07 |
| Employee + Family | 11 | \$134.14 |
| Monthly Total | 68 | \$4,469 |
| Annual Total | | \$53,630.52 |
| \$ over Current | | \$2,062 |
| % over current | | 4% |

Basic Life Renewal Summary

| Benefits | Current (Rate Guaratee) |
|--------------------------|---|
| Employee Life Amount | Lincoln \$20,000 |
| Employee AD&D Amount | \$20,000 |
| Dependent Life | Spouse: \$5,000 Child: \$2,000 6 months+ |
| Guarantee Issue Amount | \$20,000 |
| Maximum Amount | \$20,000 |
| Conversion Privilege | Included |
| Accelerated Benefit | Included |
| Age Reduction Formula | 65% at age 65 50% at age 70 |
| Rate Guaratee | 3 years |
| Covered Volume | \$1,540,000 |
| Life Rates (Per \$1,000) | \$0.115 |
| AD&D Rate (Per \$1,000) | \$0.030 |
| Dependent Life | \$1.14 per unit |
| Monthly Total | \$223.30 |
| Annual Total | \$2,679.60 |

Vision Renewal Summary

| | | Current |
|-------------------------|----------------------------------|-----------------|
| | | Superior |
| Exams | Every 12 months | Every 12 months |
| | \$10 copay / Up to \$40 | |
| Lenses: Standard | Every 12 months | Every 12 months |
| Single Vision | \$15 copay | Up to \$25 |
| Bifocal | \$15 copay | Up to \$40 |
| Trifocal | \$15 copay | Up to \$60 |
| Contact Lenses | \$150 allowance | Up to \$150 |
| Frame | Every 24 months | |
| | \$150 allowance, 20% off balance | Up to \$40 |
| Rate Guarantee | 4 years (Until 10/1/2024) | |
| Participation % | - | |
| Vision Rates | Enr. | |
| Employee | 32 | \$6.85 |
| Employee + Spouse | 6 | \$11.75 |
| Employee + Child(ren) | 10 | \$12.47 |
| Employee + Family | 6 | \$18.70 |
| Monthly Total | | \$527 |
| Annual Total | | \$6,319.20 |

