



**NOTICE AND AGENDA
CITY COUNCIL
TUESDAY, MARCH 1, 2022, 7:00 PM
REGULAR CITY COUNCIL MEETING**

Notice is hereby given that the City Council of the City of Glenn Heights will hold a Regular City Council Meeting on Tuesday, March 1, 2022, beginning at 7:00 P.M. in the City Hall, City Council Chambers, located at 1938 South Hampton Road, Glenn Heights, Texas, 75154, as prescribed by Vernon's Texas Civil Statutes, Government Code Section §551.041, to consider and possibly take action on the following agenda items. Items do not have to be taken in the same order as shown in this meeting Notice and Agenda.

This Notice and Meeting Agenda, and the Agenda Packet, are posted online at <https://www.glennheightstx.gov/129/Agendas-Minutes>.

This City Council Meeting will be live streamed at <https://www.glennheightstx.gov/229/City-Council-Meeting-Videos>.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

PROCLAMATIONS

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

STAFF INTRODUCTIONS - Jaynice Porter-Brathwaite, Human Resources Director

CONSENT AGENDA

1. Discuss and take action to approve the City Council Meeting Minutes of the February 15, 2022, Regular Called City Council Meeting. (Brandi Brown, City Secretary)
2. Discuss and take action on Resolution R-06-22, a Resolution of the City Council of the City of Glenn Heights, Texas, authorizing the City Manager to enter into

the Teva Texas Opioid Settlement and authorizing and ratifying the submission of the Texas Subdivision and Special District Election and release form regarding the Teva Texas Opioid Settlement; and providing an effective date. (Victoria Thomas, City Attorney)

AGENDA

1. Discuss and take action on Resolution R-05-22, a Resolution of the City Council of the City of Glenn Heights, Texas, approving and authorizing the City Manager to execute the Dallas County New Directions in Public Safety Grant Sub-Recipient Agreement with the City of Desoto, Texas and the related Care Team Agreement; authorizing acceptance of the grant funds provided thereunder; providing a repealing clause; providing an effective date. (Clayton Shields, Deputy Chief of Police)
2. Discuss and take action authorizing the City Manager to execute a contract for professional consulting services and for the City to seek advice regarding planning, development, community engagement, and economic development matters with MW Group, LLC, a Texas Limited Liability Company, commencing on April 1, 2022. (David Hall, City Manager)

EXECUTIVE SESSION

1. The City Council shall convene into Executive Session:
 - A. pursuant to Government Code, Section 551.074, Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: Deputy Chief of Police.
 - B. pursuant to the Government Code, Section 551.072, Real Property; to deliberate the purchase, exchange, lease or value of real property located at approximately 2500 S Hampton Road, Glenn Heights, Texas.
2. The City Council shall reconvene into Open Session and take any action arising from Executive Session:
 - A. pursuant to Government Code, Section 551.074, Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: Deputy Chief of Police.
 - B. pursuant to the Government Code, Section 551.072, Real Property; to deliberate the purchase, exchange, lease or value of real property located at approximately 2500 S Hampton Road, Glenn Heights, Texas.

AGENDA

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

providing for an effective date. (David Hall, City Manager, and Clayton Shields, Deputy Chief of Police)

4. Discuss and take action authorizing the City Manager to execute a Letter of Intent and any other related and necessary documents regarding real property located at approximately 2500 S Hampton Road, Glenn Heights, Texas. (Marlon Goff, Director of Planning & Development Services)

ADJOURNMENT

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

I, Brandi Brown, City Secretary, do hereby certify that the above Meeting Notice and Agenda was posted in a place convenient to the Public at Glenn Heights City Hall, 1938 South Hampton Road, Glenn Heights, Texas by 5:00 P.M. on Friday, February 25, 2022.

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

Brandi Brown, City Secretary

PROCLAMATION



Office of the Mayor • City of Glenn Heights

American Red Cross Month March 2022

WHEREAS, for more than 140 years of providing humanitarian relief at home and abroad, the American Red Cross remains a reflection of the compassion and generosity central to our national identity. At moments of profound need, the actions of men and women across our country reflect our noblest ideals of service – from search-and-rescue teams that brave disaster zones to ordinary citizens who deliver not only lifesaving care and supplies, but also hope for a brighter tomorrow. During American Red Cross Month, we pay tribute to all those whose dedication to relieving human suffering illuminates even our darkest hours; and

WHEREAS, in big cities and rural towns, American Red Cross volunteers support their communities, helping people donate blood, teaching first aid, and increasing local preparedness. Last year, our Nation once again bore witness to their grit and resolve as thousands mobilized in response to the COVID-19 Pandemic – individuals carried forward the legacy of the founder of the American Red Cross, Clara Barton, a nurse and educator who dedicated her life to caring for others and alleviating suffering. She safeguarded the promise that in moments of darkness, there is hope, and reminded us that when we stand together, America emerges stronger; and

WHEREAS, our Nation has always been shaped by ordinary Americans who dedicate their lives to achieving the extraordinary. During American Red Cross Month, let us ask what we can do for those around us and resolve to make service to others a part of our everyday lives.

NOW, THEREFORE, I, Harry A. Garrett, Mayor of the City of Glenn Heights, Texas, do hereby proclaim March 2022 as **American Red Cross Month**. I encourage all residents to observe this month with appropriate programs, ceremonies, and activities, and by supporting the work of service and relief organizations.

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

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

PROCLAMATION



Office of the Mayor • City of Glenn Heights

Irish-American Heritage Month March 2022

WHEREAS, since before the founding of our Nation, Irish immigrants have arrived on our shores with an unyielding spirit of determination that has helped define America's soul and shape our success across generations. Driven by the same dreams that still beckon people the world over to America today, so many crossed the Atlantic with nothing but the hope in their hearts and their faith in the possibility of a better life; and

WHEREAS, the story of the Irish is one of people who have weathered their fair share of hard times, but have always come out strong on the other side. From often humble beginnings, Irish-Americans became the farmers, servants, miners, factory workers, and laborers who fed our Nation and built our industry and infrastructure. They became the soldiers who won American independence, died to preserve our Union, and fought in every battle since to defend America and its values; and

WHEREAS, Irish-Americans became the firefighters and police officers who have protected us. They are the activists who organized unions to give voice and strength to America's workers. They are the educators who taught generations of American students and the public servants who have answered the call to service in the halls of the Congress, the Supreme Court, and the White House. We owe a debt of gratitude to the Irish-American inventors and entrepreneurs who helped define America as the land of opportunity. Irish-American writers pollinated America's literary landscape with their love of language and storytelling, while Irish lyricism has brought poetry, art, music, and dance to nourish our hearts and souls; and

WHEREAS, this month, we celebrate the sacrifices and contributions that generations of Irish Americans have made to build a better America, and we renew the bonds of friendship that will forever tie Ireland and the United States.

NOW, THEREFORE, I, Harry A. Garrett, Mayor of the City of Glenn Heights, Texas, do hereby proclaim March 2022 as **Irish-American Heritage Month**. I call upon all residents to celebrate the achievements and contributions of Irish Americans to our Nation with appropriate ceremonies, activities, and programs.

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

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

PROCLAMATION



Office of the Mayor • City of Glenn Heights

**Women's History Month
March 2022**



WHEREAS, the 2022 Women's History theme, **"Providing Healing, Promoting Hope,"** is both a tribute to the ceaseless work of caregivers and frontline workers during the ongoing pandemic and also a recognition of the thousands of ways that women of all cultures have provided both healing and hope throughout history; and

WHEREAS, women as healers harken back to ancient times. Healing is the personal experience of transcending suffering and transforming it to wholeness. The gift of hope spreads light to the lives of others and reflects a belief in the unlimited possibilities of this and future generations. Together, healing and hope are essential fuels for our dreams and our recovery; and

WHEREAS, this year, in particular, we are reminded of the importance of healers and caregivers who are helping to promote and sustain hope for the future. The NWHHA encourages communities throughout the country to honor local women who bring and have historically brought these priceless gifts to their families, workplaces, and neighborhoods, sometimes at great sacrifice. These are the women who, as counselors and clerics, artists and teachers, doctors, nurses, mothers, and grandmothers listen, ease suffering, restore dignity, and make decisions for our general as well as our personal welfare; and

WHEREAS, women have long advocated for compassionate treatments and new directions in public health and in women's mental and physical health. Women have also historically led the way in mending divisions, healing wounds, and finding peaceful solutions. This timeless work, in so many ways and in addition to so many other tasks, has helped countless individuals in our communities recover and follow their dreams. The 2022 theme proudly honors those who, in both public and private life, provide healing and promote hope for the betterment of all.

NOW, THEREFORE, I, Harry A. Garrett, Mayor of the City of Glenn Heights, Texas, do hereby proclaim March 2022 as **Women's History Month**. I call upon all residents to observe this month and to celebrate with appropriate programs, ceremonies, and activities.

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

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

PROCLAMATION



Office of the Mayor • City of Glenn Heights

Texas Independence Day March 2, 2022

WHEREAS, Article 6144(a) of the Texas Revised Civil Statutes sets apart annually an entire week in which Texas Independence Day, March 2nd, occurs; and

WHEREAS, from the Fall of 1835 to the Spring 1836, Texans of all backgrounds came together to fight for liberty and a better government, and endured hardship and defeat, most notably at the Alamo and Goliad; and

WHEREAS, the Republic of Texas was born on March 2, 1836, when delegates from throughout what was known as the Mexican Department of Texas convened at Washington-on-the-Brazos and signed the Texas Declaration of Independence; and

WHEREAS, our community recognizes Texan and American hero General Sam Houston, who was born on March 2, who helped assure this onetime sovereign nation of its victory.

NOW, THEREFORE, I, Harry A. Garrett, Mayor of the City of Glenn Heights, Texas, do hereby proclaim March 2, 2022, as **Texas Independence Day**. I encourage all citizens to recognize the determination of Texas forces in 1836 and the continued significance of Texas Independence Day.

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

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



AGENDA SUMMARY SHEET

March 1, 2022

CONSENT AGENDA, ITEM 1

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

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

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

FEBRUARY 15, 2022

STATE OF TEXAS *

COUNTIES OF DALLAS AND ELLIS *

CITY OF GLENN HEIGHTS *

On the 15th day of February 2022, the City Council of the City of Glenn Heights, Texas, met in a Regular Called City Council Meeting in the City Hall, City Council Chambers, located at 1938 South Hampton Road, Glenn Heights, Texas, 75154, with the following members present:

CITY COUNCIL:

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

STAFF:

David Hall	*	City Manager
Brandi Brown	*	City Secretary
Phillip Conner	*	Finance Director
Marlon Goff	*	Director of Planning & Development Services
Byron Hardy	*	IT Administrator
Miamauni Hines	*	City Planner
Clayton Shields	*	Deputy Chief of Police
Nick Williams	*	Deputy Fire Chief

CONSULTANT:

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

CALL TO ORDER

Mayor Harry A. Garrett called the City Council Meeting to order at 7:06 P.M., with a quorum of the City Council present.

SWEARING-IN CEREMONY

Mayor Harry A. Garrett swore in the following:

- Sonja A. Brown, Mayor Pro Tem-Elect

INVOCATION

Council Member Machanta Newson delivered the Invocation.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT

There were no Public Comments.

PROCLAMATION

Mayor Harry A. Garrett read the following Proclamation:

- Presidents' Day, February 21, 2022

CONSENT AGENDA

1. Discuss and take action to approve the City Council Meeting Minutes of the February 1, 2022, Regular Called City Council Meeting. (Brandi Brown, City Secretary)
2. Discuss and take action to approve Resolution R-04-22, a Resolution of the City Council of the City of Glenn Heights, granting a non-exclusive public utility easement and right of way to Oncor Electric Delivery Company, LLC, Grantee, for the installation, construction, operation, maintenance replacement, repair, upgrade, relocating, and removal of public utilities and all necessary or desirable structures, facilities. (Marlon Goff, Director of Planning & Development Services)

Council Member Travis Bruton made a motion to approve Consent Agenda Items 1-2.

Mayor Pro Tem Sonja A. Brown made the second. The motion carried with the following vote:

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

AGENDA

1. Update on Red Oak Independent School District by Brenda Sanford, Red Oak Independent School District Superintendent.

Brenda Sanford, Red Oak Independent School District Superintendent, introduced this item and completed a presentation regarding the Red Oak ISD Bond Election to be held on May 7, 2022, the Citizens Facility Planning Committee, the ROISD growth rate and campus capacities, proposed projects and Propositions, the ROISD tax rate, and voting information.

Mrs. Sanford answered Council's questions related to the best online location for residents to access the presented information.

2. Presentation on the Dallas County New Directions in Public Safety Grant Program with the City of Desoto, Texas.

David Hall, City Manager, introduced this item. Lieutenant Melissa Franks (City of DeSoto Police Department), and Raven Thousand, CARE Team Manager (City of

DeSoto) completed a presentation regarding the Regional Care Program, including its background, objectives, goals, recent activities, developing team structure, its centralized location, and governance structure.

Lieutenant Franks and Mrs. Thousand answered Council's questions related to program advertisement, follow-up care, case management, social worker availability, staffing, training for officers and citizens, curriculums, family, legal, and emergency resources, and possible program restrictions.

3. Discuss and take action to appoint members to serve on the Citizens Police Advisory Committee to fill vacant seats.

Clayton Shields, Deputy Chief of Police, introduced this item.

Council Member Emma Ipaye appointed LaKeisha Ayers-Pruitt. Council Member Travis Bruton appointed Shaleese Neugent.

Council Member Travis Bruton made a motion to appoint LaKeisha Ayers-Pruitt to fill a vacancy on the Citizens Police Advisory Committee for an unexpired term ending May 4, 2024, and to appoint Shaleese Neugent to fill a vacancy on the Citizens Police Advisory Committee for an unexpired term ending May 4, 2023. Mayor Pro Tem Sonja A. Brown made the second. The motion carried with the following vote:

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

4. Discuss and take action on Ordinance O-01-22, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Zoning Ordinance and Map of the City of Glenn Heights, as heretofore amended, by changing the zoning classification of an approximately 3.173-acre property commonly known as 825 East Bear Creek Road, Glenn Heights, Texas and being a 3.173-acre parcel described as Tract 14 situated in the James Porter Survey, Abstract 1129, Glenn Heights, Dallas County, Texas, more particularly described and depicted in Exhibit "A" attached hereto (The "Property"), from Single Family Residential-1 (SF-1) to Retail (R); 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 an effective date. (Second Reading)

Miamauni Hines, City Planner, introduced this item and completed a presentation regarding the rezoning request, site location, current site zoning, future land use, retail zoning standards, a preliminary development plan, and preliminary elevations.

David Hall, City Manager, took a brief moment to acknowledge that Ms. Hines had resigned and wished her well in her future endeavors. Council Members expressed their appreciation for her efforts and thanked her for her service.

Mayor Pro Tem Sonja A. Brown made a motion to approve Ordinance O-01-22, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Zoning Ordinance and

Map of the City of Glenn Heights, as heretofore amended, by changing the zoning classification of an approximately 3.173-acre property commonly known as 825 East Bear Creek Road, Glenn Heights, Texas and being a 3.173-acre parcel described as Tract 14 situated in the James Porter Survey, Abstract 1129, Glenn Heights, Dallas County, Texas, more particularly described and depicted in Exhibit "A" attached hereto (The "Property"), from Single Family Residential-1 (SF-1) to Retail (R); 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 an effective date. Council Member Travis Bruton made the second. The motion carried with the following vote:

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

5. Discuss and take action on Ordinance O-02-22, an Ordinance of the City Council 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, O-04-20 and O-15-20, by suspending the portion of Section 6.20 Vacation Pay and Balance Management relating to vacation balance accrual retroactively for calendar year 2021; providing a repealing clause; providing a savings clause; providing a severability clause; and providing an effective date. (Second Reading)

Victoria Thomas, City Attorney, introduced this item.

Mayor Pro Tem Sonja A. Brown made a motion to approve Ordinance O-02-22, an Ordinance of the City Council 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, O-04-20 and O-15-20, by suspending the portion of Section 6.20 Vacation Pay and Balance Management relating to vacation balance accrual retroactively for calendar year 2021; providing a repealing clause; providing a savings clause; providing a severability clause; and providing an effective date. Council Member Machanta Newson made the second. The motion carried with the following vote:

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

6. January 2022 Financial Report. (Phillip Conner, Finance Director)

Phillip Conner, Finance Director, completed a presentation regarding the City's revenues, expenditures, and fund balances through January 2022.

Mr. Conner answered Council's questions related to days in reserve.

Council Member Emma Ipaye took a brief moment to express her appreciation for the efforts put forth by the community during the winter weather event, namely Freedom Church and Bishop Aaron Blake, resident Scott Anderson, resident Paul Alley, Council Member Shaunte

Allen, the city's Public Works Department and First Responders, and David Hall, City Manager.

ADJOURNMENT

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

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

Mayor Harry A. Garrett adjourned the meeting at 8:44 P.M.

Harry A. Garrett, Mayor

Attest:

Brandi Brown, City Secretary
Passed and approved on the 1st day of March 2022



AGENDA SUMMARY SHEET

March 1, 2022

CONSENT AGENDA, ITEM 2

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

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

CITY OF GLENN HEIGHTS, TEXAS

RESOLUTION NO. R-06-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO THE TEVA TEXAS OPIOID SETTLEMENT AND AUTHORIZING AND RATIFYING THE SUBMISSION OF THE TEXAS SUBDIVISION AND SPECIAL DISTRICT ELECTION AND RELEASE FORM REGARDING THE TEVA TEXAS OPIOID SETTLEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on October 26, 2021, the City of Glenn Heights adopted and approved the Texas Term Sheet and Allocation Schedule regarding the Global Opioid Settlement through the Office of the Attorney General; and

WHEREAS, the City of Glenn Heights received notice that the Office of the Attorney General has now reached a settlement with the pharmaceutical manufacturer Teva Pharmaceutical Industries, Ltd., Teva Pharmaceuticals USA, Inc., Cupric Holding Co., Inc., Teva Pharmaceutical Holdings Cooperative U.A., Teva Pharmaceuticals Europe, B.V., Cephalon, Inc., Watson Laboratories, Inc., Actavis LLC, Actavis Pharma, Inc f/k/a Watson Pharma, Inc., Warner Chilcott Co., LLC, Actavis South Atlantic LLC, Actavis Elizabeth LLC, Actavis Mid Atlantic LLC, Actavis Totowa LLC, Actavis Kadian LLC, Actavis Laboratories UT, Inc., f/k/a Watson Laboratories Inc. – Salt Lake City, Actavis Laboratories FL, Inc. f/k/a Watson Laboratories, Inc. – Florida and Andia, Inc. (collectively, “Teva”); and

WHEREAS, the City of Glenn Heights can participate in this settlement by adopting and submitting to the Office of the Texas Attorney General the Texas Subdivision and Special District Election and Release Form attached hereto as Exhibit “A” and incorporated herein by reference (the “Release Form”); and

WHEREAS, the City Council of the City of Glenn Heights, Texas, (i) finds there is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City of Glenn Heights, (ii) supports the addition of Teva Settlement to those previously adopted; (iii) supports the adoption and approval the Release Form finds it to be in the public interest to approve such settlement.

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 on behalf of the City to enter into the opioid settlement with Teva, as that term is defined above and his signing and submission of the Texas Subdivision and Special District Election and Release Form regarding the Teva Texas Opioid Settlement, attached hereto as Exhibit A, is hereby authorized and, as may be appropriate, ratified.

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

PASSED AND APPROVED THIS 1st DAY OF MARCH 2022.

APPROVED:

Harry A. Garrett, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(021022vwtTM127722)

Exhibit A

[Texas Subdivision and Special District Election and Release Form – Teva]

**TEXAS SUBDIVISION AND SPECIAL DISTRICT
ELECTION AND RELEASE FORM**

This Election and Release Form for Texas Participating Subdivisions¹ resolves opioid-related Claims against Teva under the terms and conditions set forth in the Teva Texas State-Wide Opioid Settlement Agreement between Teva, the State of Texas, and the Counties of Dallas, Bexar, Harris and Tarrant (the “Agreement”), the provisions of which are here incorporated by reference in their entirety. Upon executing this Election and Release Form, a Participating Subdivision agrees that, in exchange for the consideration described in the Agreement, the Participating Subdivision is bound by all the terms and conditions of the Agreement, including but not limited to the Release found in Section VII of the Agreement and the provisions concerning participation by Subdivisions or Special Districts in Section VIII, and the Participating Subdivision and its signatories expressly represent and warrant on behalf of themselves that they have, or will have obtained on or before the Effective Date or on or before the execution of this Election and Release Form if executed after the Effective Date, the authority to settle and release, to the maximum extent of the Subdivision’s and Special District’s power, all Released Claims related to Covered Conduct. If this Election and Release Form is executed on or before the Initial Participation Date, the Participating Subdivision shall dismiss the Released Claims with prejudice and sever Teva and all other Released Entities from all pending cases in which the Participating Subdivision has asserted Covered Claims against Teva or a Released Entity no later than the Initial Participation Date. If this Election and Release Form is executed after the Initial Participation Date, the Participating Subdivision shall dismiss the

¹ The Agreement defines a “Participating Subdivision” as a Subdivision or Special District that signs this Election and Release Form and meets the requirements for becoming a Participating Subdivision under subsection VIII.A. of the Agreement.

Released Claims with prejudice and sever Teva and all other Released Entities from all pending cases in which the Participating Subdivision has asserted Covered Claims against Teva or a Released Entity concurrently with the execution of this form. By executing this Election and Release Form, the Participating Subdivision submits to the jurisdiction of the Honorable Robert Schaffer, *In Re: Texas Opioid Litigation*, MDL No. 18-0358, Master File No. 2018-63587, in the 152nd Judicial District Court, Harris County, Texas.

Dated: _____

Texas Subdivision Name: _____

By: _____

[NAME]

[TITLE]

[ADDRESS]

[TELEPHONE]

[EMAIL ADDRESS]



AGENDA SUMMARY SHEET

March 1, 2022

AGENDA, ITEM 1

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

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

RESOLUTION NO. R-05-22

A RESOLUTION OF THE CITY COUNCIL OF GLENN HEIGHTS, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE DALLAS COUNTY NEW DIRECTIONS IN PUBLIC SAFETY GRANT SUB-RECIPIENT AGREEMENT WITH THE CITY OF DESOTO, TEXAS AND THE RELATED CARE TEAM AGREEMENT; AUTHORIZING ACCEPTANCE OF THE GRANT FUNDS PROVIDED THEREUNDER; PROVIDING A REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of DeSoto, Texas has entered into an Interlocal Agreement with Dallas County through which the County will provide New Directions in Public Safety Grant funds to the City of DeSoto; and

WHEREAS, the City desires to partner with the City of DeSoto in relation to the New Directions in Public Safety Grant, including the Crisis Assessment and Resource Engagement ("CARE") Team for provision of prevention and follow-up activities in response to individuals and their families experiencing behavioral health needs in order to lessen the frequency of crisis interventions that require police patrol or fire rescue response, emergency hospitalization, or arrest/incarceration; and

WHEREAS, the City Council for the City of Glenn Heights desires and finds it in the best interest of the citizens to partner collaboratively with the City of DeSoto and enter into a Sub-Recipient Agreement and related Task Force Agreement the City of DeSoto with regard to the Dallas County New Directions in Public Safety Grant, and

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

Section 1. The City Council for the City of Glenn Heights hereby authorizes, approves, and accepts the terms and conditions of the Dallas County New Directions in Public Safety Grant Sub-Recipient Agreement, attached hereto as Exhibit "1" and the related Task Force Agreement, attached hereto as Exhibit "2"; and authorizes the City Manager to execute agreements in substantially the form of those attached hereto on behalf of the City.

Section 2. The City Council authorizes acceptance of grant funds that may be provided under the Dallas County New Directions in Public Safety Grant and the related agreements referenced herein.

Section 3. All resolutions of the City of Glenn Heights heretofore adopted which are in conflict with the provisions of this resolutions be, and the same are hereby,

repealed, and all resolutions of the City of Glenn Heights not in conflict with the provisions hereof shall remain in full force and effect.

Section 4. This Resolution shall take effect immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Glenn Heights, Texas, on the 1st day of March 2022.

APPROVED:

Harry A. Garrett, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney

Exhibit “1”

Dallas County New Directions in Public Safety Grant Sub-Recipient Agreement

THE STATE OF TEXAS §
 §
 §
THE COUNTY OF DALLAS §

**DALLAS COUNTY NEW DIRECTIONS IN PUBLIC SAFETY GRANT
SUB-RECIPIENT AGREEMENT**

1. RECITALS:

This Agreement is entered into by and between City of DeSoto, Texas (hereinafter, “Grantee”), and the City of Glenn Heights, Texas, (hereinafter “Sub-Grantee”), herein referred to individually as a “Party” or collectively as the “Parties.” This Agreement is made under the authority of Texas Government Code, Chapter 791, for certain management services, as identified in the New Directions Grant.

WHEREAS, the Dallas County, Texas (hereinafter, “Grantor”) has authorized funding for its New Directions in Public Safety Grant program (hereinafter “New Directions”); and

WHEREAS, the Grantee was selected for the New Directions program and the Grantee will be provided funds by the Grantor (“Funds”) as detailed herein in order for the Grantee to execute certain management services; and

WHEREAS, the Grantor has funded the New Directions program and seeks to work collaboratively with the Grantee in order to address the crisis of criminalization, mental health, poverty, homelessness, substance abuse, and utilize alternatives to police response and incarceration to more properly address the needs of Dallas County residents; and

WHEREAS, the proposals funded by this New Directions will in turn provide information and data for the University of Texas at Dallas Institute of Urban Policy Research in their development of an evaluation tool to monitor the effectiveness of the management services developed by the cities; and

WHEREAS, the Grantee desires to contract with the Sub-Grantee to assist in fulfilling the responsibilities of Grantee as set out in the Interlocal Agreement between Dallas County and the City of DeSoto for the New Directions in Public Safety Grant Program (New Direction Grant); and

NOW THEREFORE, in consideration of the promises and agreements hereinafter set forth, the Parties agree as follows:

2. TERM:

The term of this Agreement shall begin on May 1, 2022 and end on April 30, 2023, unless terminated earlier under any provision hereof. The Parties may mutually agree on an extension to this Agreement by written amendment and mutual approval of the Parties. This agreement is contingent upon and subject to the terms of the New Directions Grant.

- (a) This Agreement shall be contingent upon and shall be deemed terminated upon the termination of the Dallas County New Directions in Public Safety Grant Interlocal Agreement between the Grantor and the Grantee.

3. SCOPE OF SERVICES AND OBLIGATIONS:

- a) The Grantee shall distribute the Funds to Sub-Grantee in accordance with the guidance as detailed in New Directions Grant attached to and incorporated herein as **(Exhibit A)** as may be revised between Grantee and Grantor provided that such revision does not materially change the rights or obligations of the Sub-Grantee.
- b) Among other obligations, the Sub-Grantee shall provide any requested information related to this Agreement, the New Directions program, or any related details to the University of Texas at Dallas Institute of Urban Policy Research.
- c) Sub-Grantee shall comply with any and all obligations detailed in the Care Team Agreement Between City of DeSoto and City of Glenn attached to and incorporated herein as **(EXHIBIT B)**.

4. TERMS AND CONDITIONS:

Grantee agrees to provide Funds to Sub-Grantee for approved expenses incurred and for documented units of services performed, subject to the following limitations:

- (a) Not to Exceed Amount. Sub-Grantee understands and agrees that the maximum total amount payable for the services and funds distributed that are described herein shall not exceed the amount set out in the BSW Care Team Task Force Agreement executed by the Parties unless a formal written amendment is executed by the Parties.
- (b) Sub-Grantee agrees to submit complete, fully documented, and accurate itemized receipts with appropriate documentation, as required by the New Directions Grant, on a quarterly basis to the Grantee. Specifically, the invoices shall be itemized and include supporting documentation, including any subcontractor invoices.
- (c) Grantee will make payment to Sub-Grantee upon receipt of Funds from Grantor and subject to all terms and conditions of the New Directions Grant.

5. PARTIES TO BE BOUND:

Parties hereby agree to be bound by the terms and conditions included in the New Directions Grant attached to and incorporated herein as **(Exhibit A)**, as detailed in Section 31 Subcontracting, including but not limited to the following:

- (a) Indemnification. **THE PARTIES AGREE TO BE RESPONSIBLE EACH FOR THEIR OWN NEGLIGENCE ACTS OR OMISSIONS, OR OTHER TORIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS AGREEMENT WITHOUT WAIVING ANY SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY, OR OTHER DEFENSES AVAILABLE TO THE PARTIES UNDER FEDERAL OR STATE LAW. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES. THE PARTIES AGREE THAT ANY SUCH LIABILITY OR DAMAGES OCCURRING DURING THE PERFORMANCE OF THIS AGREEMENT CAUSED BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THE PARTIES, OR THEIR EMPLOYEES, AGENTS, OR OFFICERS, SHALL BE DETERMINED IN ACCORDANCE WITH COMPARATIVE RESPONSIBILITY LAWS OF TEXAS.**
- (b) Insurance. Parties agree that they 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 laws, and that is maintained at appropriate levels of insurance commensurate with each Party's obligations hereunder and in accordance with sound accounting practices. Parties will be responsible for their respective costs of such insurance, any and all deductible amounts in any policy and any denials of coverage made by their respective insurers.
- (c) Governing Law and Venue. This Agreement is performable and enforceable in Dallas County, Texas and shall be interpreted according to the laws of the State of Texas. The Parties hereby consent to and waive any and all objections to venue in the District Court of Dallas County or the Federal District Court encompassing said county. Said Courts shall be the sole and exclusive venue for any and all litigation, special proceedings, or proceedings between parties arising out of or in connection with this Agreement.

6. TERMINATION:

- (a) This Agreement shall be subject to the same termination terms as included in the New Directions Grant with the Sub-Grantee having the authority to stand in the place of the Grantee and the obligation to comply with all relevant terms applicable thereto.

7. NOTICE:

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed.

If intended for Grantee:

City of DeSoto
Attn: Brandon Wright
City Manager
211 E. Pleasant Run Road, Suite A
DeSoto, Texas 75115
Phone: (972) 274-2489

With a copy to:

Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, LLP
1800 Ross Tower
500 N. Akard Street
Dallas, Texas 75201
Telephone: (214) 965-9900

If intended for Sub-Grantee:

City of Glenn Heights
Attn: David A. Hall
City Manager
1938 S. Hampton Road
Glenn Heights, TX 75154
Phone: (972) 223-1690

With a copy to:

Victoria W. Thomas
Nichols Jackson Dillard Hager & Smith LLP
1800 Ross Tower
500 N. Akard Street
Dallas, Texas 75201
Telephone: (214) 965-9900

8. ACCEPTANCES

By their signatures below, the duly authorized representatives of Grantee and Sub-Grantee accept the terms of this Agreement in full.

EXECUTED this _____ day of February 2022.

City of DeSoto, Texas

By: _____
Brandon Wright, City Manager

Approved as to form:

By: _____
Joseph J. Gorfida, Jr., City Attorney

EXECUTED this _____ day of March 2022.

City of Glenn Heights, Texas

By: David A. Hall, City Manager

Approved as to form:

Victoria W. Thomas, City Attorney

Exhibit “2”

Task Force Agreement, attached hereto as

**CARE TEAM AGREEMENT BETWEEN
City OF DESOTO AND
City of GLENN HEIGHTS**

This agreement is made this _____ day of _____, 2022, between the City of DeSoto, Texas (“City”), and the City of Glenn Heights, Texas (Glenn Heights), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

WHEREAS individuals suffering from behavioral health needs are too often the subject of emergency calls for service taxing the region’s public safety resources and criminalizing or otherwise resulting in inadequate or inappropriate responses to behavioral health needs, and,

WHEREAS the City of DeSoto with the support of Dallas County has developed a Crisis Assessment and Resource Engagement (CARE) Team to engage in prevention and follow-up activities in response to individuals and their families/support systems experiencing behavioral health needs in order to lessen the frequency of crisis interventions that require a police patrol response, emergency hospitalization, or arrest/incarceration, and,

WHEREAS the cities of Cedar Hill, DeSoto, Duncanville, Glenn Heights, and Lancaster; Best Southwest (BSW) region are experiencing similar challenges and can benefit from working together in order to maximize the benefit of regional resources, and,

WHEREAS Dallas County has awarded DeSoto a New Directions in Public Safety Grant to support the development of this CARE Team, supportive regional resources, and data collection and analysis to quantify the benefit of the initiative;

WHEREAS the CARE Team is a mobile multidisciplinary team comprised of law enforcement officers, licensed social service providers (LMSWs, LCSWs, LPC-As, or LPCs), medical support personnel and victim assistance coordinators (where applicable).

The BSW CARE Team will perform the activities and duties described below:

Engage in prevention and follow-up activities, including providing/identifying appropriate resources and services within the community, to individuals and families/support systems experiencing behavioral health needs in order to lessen the frequency of crisis interventions that require a police patrol response, emergency hospitalization, or arrest/incarceration;

Provide general engagement (to establish familiarity and trust with hard to reach/engage clients), brief time-limited solution-focused skills training/problem solving case management, and coordination and/or consultation with established community supports and providers;

Establish a standardized referral process with law enforcement, local behavioral health hospitals, community agencies & citizens to provide support services to identified individuals in need;

Gather statistical information on an underserved population (those with undiagnosed behavioral health issues and those who are involuntary partakers of behavioral health services) to add to county wide data for use in allocation and/or addition of resources;

Provide training to first responders to assist them in identifying and effectively responding to incidents involving individuals experiencing behavioral health needs and similar concerns;

Gather statistical information regarding the dispatch activity/calls for service that are driven in part by individuals impacted by behavioral health needs. Analyze methods for identifying non-emergency calls for which an alternative to police or fire dispatch may be appropriate.

Establish and participate in diversion programming to offer individually crafted diversion plans with wrap-around recovery services alongside the Municipal Court Judge in order to divert criminal charges for identified individuals with behavioral health needs.

Provide community educational opportunities on topics that are most prevalent within the Best Southwest region (ex: Navigating the education system for children with behavioral health needs);

To accomplish the objectives of the BSW CARE Team, Glenn Heights agrees to detail one (1) experienced Glenn Heights Police Department Officer to the BSW CARE Team, for a period of not less than one year. During this period of assignment, the Glenn Heights Police Officer will be under the direct supervision and control of City supervisory personnel assigned to the CARE Team.

Glenn Heights Police Officer assigned to the CARE Team shall adhere to the policies and procedures of their employer organization and any CARE Team operational expectation or direction of the CARE Team Regional Coordinator not inconsistent therewith. The Regional Coordinator may request that _PD replace the assigned officer at any time and for any reason beneficial to the operation of the BSW CARE Teams operation.

To accomplish the objectives of the BSW CARE Team, City will assign, hire, contract for, or otherwise provide:

- CARE Team Regional Manager,
- CARE Team Regional Coordinator;
- Licensed social service provider(s);
- Medical support personnel; and
- Administrative support

City will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the City provided staff resources and Glenn Heights Police Officer assigned to the CARE Team. This support will include: office space, use of vehicles, office supplies, office equipment, training, and other support items assigned to the Team.

During the period of assignment to the BSW CARE Team, Glenn Heights will remain responsible for establishing the salary and benefits, including overtime, of the Glenn Heights Police Officer assigned to the CARE Team, and for making all payments due them. City will, subject to availability of funds and separate Grant Sub-recipient Agreement, reimburse Glenn Heights for actual salary, including overtime, of Glenn Heights Police Officer assigned to the BSW CARE Team.

In no event will Glenn Heights charge any indirect cost rate to City for the administration or

implementation of this agreement.

Glenn Heights shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by City to facilitate on-site inspection and auditing of such records and accounts.

Glenn Heights shall permit and have readily available for examination and auditing by City, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. Glenn Heights shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of three (3) after termination of this agreement, whichever is later.

Glenn Heights acknowledges that this agreement will not take effect and no funds will be awarded to Glenn Heights by City until the award of the second-year scope and funding of the Dallas County New Direction in Law Enforcement Grant to the City.

The term of this agreement shall be effective from May 1, 2022, until April 30, 2023. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by City within 90 days of the date of termination of this agreement. City will be responsible only for obligations incurred by Glenn Heights during the term of this agreement.

EXECUTED this _____ day of _____, 2022.

City of DeSoto, Texas

By: _____
Brandon Wright, City Manager

EXECUTED this _____ day of _____, 20____.

City of Glenn Heights, Texas

By: _____
David A. Hall, City Manager



AGENDA SUMMARY SHEET

March 1, 2022

AGENDA, ITEM 2

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

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

From: Marlon Goff <mg@karringtonrealty.com>
Sent: Tuesday, February 15, 2022 9:08 PM
To: David Hall <david.hall@glennheightstx.gov>
Subject: Marlon Goff - Draft Agreement

David,

As a follow-up to our conversation a few weeks ago about my strategic professional plans for 2022, I have attached a draft working document for your initial review and comment.

My objective is to continue providing labor and professional services to the City of Glenn Heights for as long as we mutually agree to do so, however the nature of my classification as a W-2 employee of the city managing the day-to-day operations for multiple workgroups is amended under this agreement.

The current organizational structure and complex administrative scope of reasonability currently in place, combined with the demands and opportunities at my real estate brokerage have contributed to this critical tipping point. I have given a great deal of thought and consideration to the draft proposal and I am confident in my ability to transition into this re-defined role and make good on the deliverables outlined in the scope.

I look forward to your initial feedback and work on this draft.

-Marlon



Marlon Goff, TREC# 067039
Agent | Project Manager
Karrington Realty
2279 Dorian Place | Dallas, TX 75228 | USA
direct: 469-454-0933 office: 214-239-9108 fax: 866-420-7629
mg@karringtonrealty.com www.karringtonrealty.com

Texas Law requires all real estate licensees to give the following:
Information about Brokerage Services: <https://www.trec.state.tx.us/pdf/contracts/IABS1-0.pdf>
and **Consumer Protection:** <https://www.trec.state.tx.us/pdf/forms/Miscellaneous/CN1-2.pdf>

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

STATE OF TEXAS
COUNTY OF DALLAS

THIS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES (“Agreement”) is entered into by and between the City of Glenn Heights., a Texas home rule municipality (the “City”), and MW Group, LLC, a Texas limited liability company (“Consultant”).

WHEREAS, Marlon D. Goff is currently is employed by City in the positions of Director of Planning & Development Services and Acting Community Engagement Administrator for the City and has submitted his voluntary resignation from his employment with the City effective at the close of business on March 31, 2022; and

WHEREAS, following Mr. Goff’s resignation, the City desires to engage MW Group, LLC, a Texas limited liability company whose sole managing member is Marlon D. Goff, as an independent contractor to provide professional consulting and advice to City regarding planning, development, community engagement and economic development matters commencing on April 1, 2022 (the “Effective Date”); and

WHEREAS, MW Group, LLC (“Consultant”) desires to provide those professional consulting services to City as an independent contractor on the terms and for the compensation stated in this Consulting Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City of Glenn Heights, Texas (“City”) and MW Group, LLC (“Consultant”) hereby agree as follows:

1. Term.

The term of this Agreement shall commence on the April 1, 2022 (the “Effective Date”) and terminate on September 30, 2022 (the “Expiration Date”), unless earlier terminated in accordance with Section 7 (the “Term”).

2. Consulting Services.

During the Term of the Agreement, Consultant shall timely provide consulting services as directed by the City Manager’s Office of the City (the “Services”), including, without limitation, (a) advising and activities in support of the transition of leadership for the City’s Planning & Development Services Department and Community Engagement Department (b) production of project specific deliverables including but not limited to deliverables for the following City projects:

Economic Development Activity:

- Assist City staff and developer groups with incentive agreements, easements, entitlements, and related documents for economic development activity to include:

- Hampton & Bear Creek TIRZ Creation: Preliminary Project & Financing Plan, draft exhibits
- Hampton District: Purchase & Development Agreement (Draft Submission to CMO & City Attorney)
- Assist City staff and developer groups with site submission materials to attract & compete for retail & office projects.

Community Development Activity:

- Dallas County CDBG funding assistance
 - Coordination, Preparation & Submission of project proposals for bi-annual and stimulus grant funding, reporting and compliance.

Glenn Heights Senior Center:

- Provide administrative support and communications with Dallas County Health & Human Services (Grantor).
- Assist & support facility staff with plans to reopen the Senior Center in 2022.

Glenn Heights Chamber of Commerce

- Assist the board with re-launch and formal corporate filing, banking and financial accounts and website for the Chamber of Commerce.
- Negotiate lease or facility access agreement for monthly meetings & activity.

Planning & Development Services:

- Support new department leadership by responding to phone and email correspondence for project debriefings, files, notes, referrals, and process mapping.
- Attend and participate in the virtual DRC meetings as requested.
- Comprehensive Plan – Support City staff and Comprehensive Plan Consultant by attending steering committee sessions and providing project deliverables, data, and input. Support City staff with the review of project documents, events, public presentations, and formal agenda documents.

Community Engagement:

- Support new Community Engagement Coordinator by responding to phone and email correspondence, meetings, project debriefings, files, notes, referrals, and process mapping.
- Consult with city attorney, city manager and Parks & Recreation staff on the creation and governance of Make-A-Wish Park Advisory Board.
- Provide project management support for City Sponsored events and initiatives.

Unless otherwise agreed by City, all Services shall be personally performed by Marlon D. Goff, the sole managing member of Consultant. The Services shall generally be performed at such locations as are reasonably determined by the Consultant, the Parties understanding and agreeing that Services may be performed at the home office or business office of Marlon D. Goff or Consultant and that such Services generally will not be performed at City's premises unless requested by the City. Consultant agrees to provide the Services within the turnaround times stated in Exhibit "A" attached hereto and incorporated herein by this reference.

3. Compensation.

A. Consulting Fee. In consideration of the provision of the Services and the rights granted to City under the Agreement, including those set forth in Section 7 hereof, City shall pay Consultant at a base rate of \$47.00 per hour for the first sixty (60) hours of Services rendered in a two week billing period and at a rate of \$65.00 per hour for all hours of Services rendered in excess of sixty (60) hours in the two week billing period. For Services for which the City requests expedited turnaround and completion, Consultant shall be paid at the rates set forth in the attached Exhibit "A". Consultant shall provide an itemized invoice to the City Manager every two weeks, detailing the dates and descriptions of Services provided during that two week period. Consultant shall include on each invoice, an itemization of all expenses, attaching thereto, receipts or other evidence of such expenses. Payment to Consultant of such fees and reimbursement of expenses pursuant to this Section 3 shall constitute payment in full for the performance of the Services. Unless otherwise agreed, said fee and expense reimbursement will be payable within thirty (30) days of receipt and acceptance of an itemized invoice from Consultant.

B. Expenses. The City shall reimburse the Consultant pursuant to the City's reimbursement policies as in effect from time to time (which policies shall be provided to the Consultant upon request) for reasonable business expenses incurred by the Consultant in connection with the performance of the Services. Reasonable business expenses shall not include Consultant's normal costs of operation of its home office or business office.

4. Status as Independent Contractor.

City and Consultant acknowledge and agree that, in performing the Services pursuant to this Agreement, Consultant is not an employee of the City but is acting and shall act at all times as an independent contractor only and not as an employee, agent, partner, or joint venture of or with the City. Consultant acknowledges that Consultant is and shall be solely responsible for the payment of all federal, state, local, and foreign taxes that are required by applicable laws or regulations to be paid with respect to all compensation and benefits payable or provided hereunder and shall not be eligible to participate in or accrue benefits under any employee benefit plan sponsored by the City or its affiliates.

5. Termination.

A. Termination. Either City or Consultant may terminate the Agreement for any reason or no reason by providing the other Party with thirty (30) days' written notice of such termination, except that the City shall have the right to provide notice of termination for cause, as defined hereinbelow, which termination shall be effectively immediately upon receipt. For purposes of this Agreement, "cause" shall mean (i) Consultant's willful failure to perform his duties hereunder, excluding a failure resulting from incapacity due to physical or mental illness; (ii) Consultant's willful failure to comply with any valid and legal directive of the City; (iii) Consultant's willful engagement in dishonesty, illegal conduct, or gross misconduct; (iv) Consultant's embezzlement, misappropriation, or fraud, whether or not related to the Consultant's employment with the City; (v) Consultant's conviction of or plea of guilty or *nolo contendere* to a crime that constitutes a

felony or state law equivalent thereof or a crime that constitutes a misdemeanor involving moral turpitude; (vi) Consultant's willful unauthorized disclosure of Confidential Information as defined or described in this Agreement; (vii) any material failure by Consultant to comply with the City's applicable written policies or rules, as they may be in effect from time to time during the Term and as provided by the City to the Consultant; or (viii) any material breach of this Agreement by the Consultant (including, without limitation, the restrictive covenants set forth in Section 7). No act or failure to act on the part of Consultant shall be considered "willful" unless it is done, or omitted to be done, by the Consultant in bad faith or without reasonable belief that the Consultant's action or omission was in the best interests of the City. Except for a failure, breach, or refusal which, by its nature, cannot reasonably be expected to be cured, Consultant may request and City shall not unreasonably deny seven (7) days from the delivery of written notice by the City within which to present evidence of cure of any acts constituting cause.

B. Payments upon Termination. Upon termination of the Agreement for any reason, City shall pay to Consultant any invoiced and earned, but unpaid Consulting Fees for Services rendered prior to such termination and shall reimburse Consultant for any invoiced, reasonable business expenses incurred prior to such termination and for which the Consultant would be entitled to reimbursement pursuant to Section 4(b). Except as provided in this section 6.B., City shall have no further obligation to the Consultant upon termination of the Agreement.

6. Indemnification.

Each Party shall indemnify, defend, and hold harmless the other Party and its officers, directors, managers, employees, agents, affiliates, successors, and permitted assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines or costs, including reasonable attorneys' fees, awarded against an indemnified Party in a final judgment relating to any claim of a third party arising out of or occurring in connection with the other Party's gross negligence or willful misconduct in the performance of this Agreement.

7. Restrictive Covenants.

A. Confidential Information. In the course of Consultant's provision of Services under this Agreement, Consultant may obtain confidential information, knowledge, or data concerning negotiations or transactions involving the City or other third-parties, including but not limited to the information which the City is allowed to maintain as confidential under the Texas Open Meetings Act and/or the Texas Public Information Act including but not limited to strategies, operations, clients, customers, prospects, financial affairs, organizational and personnel matters, policies, procedures, and other nonpublic matters (collectively "Confidential Information"). Consultant shall make no unauthorized disclosure of Confidential Information during the Term of the Agreement or thereafter without express authorization from the City and shall hold such Confidential Information in a fiduciary capacity for the benefit of the City. All information collected or generated by or provided to Consultant in connection with the provision of Services, including but not limited to documents, email communications, text messages, records, files, memoranda, reports, customer lists, documents, and the like, whether in paper or electronic format, and expressly including all information that the Consultant has gathered, generated, used or prepared in connection with the provision of Services under this Agreement are the sole property

of the City and shall be promptly returned to City upon request and/or upon termination of this Agreement.

B. Non-Solicitation. During the Term and for twelve (12) months following termination of the Agreement (the “Restricted Period”), Consultant shall not directly or indirectly (i) induce or attempt to induce any employee or independent contractor of the City or any third party with whom the City does business to leave the employ or engagement of the City or such third-party; (ii) hire any person who is or was an employee or independent contractor of the City or any third-party with whom the City does business at any time within the twelve (12) calendar months preceding such hiring; (iii) induce or attempt to induce any client, customer, business prospect, vendor, or other third-party with whom the City does or reasonably contemplated doing business or other business relation of the City to refuse or cease doing business or to reduce the amount of business customarily done or contemplated with the City, regardless of whether the relationship between the City and such entity or other business relation was originally established, in whole or in part, through Consultant’s efforts; or (iv) in any way interfere with the relationship between City and any vendor, client, customer, or other actual or potential business relationship.

C. Non-Disparagement. The Consultant shall not at any time make any written or oral statements, representations, or other communications that disparage the business or reputation of the City or any of its former, or current officers, elected or appointed officials, boards, commissions, committees, representatives, agents, and employees, including, but not limited to, by facilitating, participating in, or supporting, in any way, any litigation or claim by any third party.

D. Cooperation. Consultant shall, upon reasonable notice, (i) furnish such information and assistance to the City as may reasonably be requested by the with respect to any matter, project, initiative, or effort for which the Consultant is or was responsible or has or had substantial involvement while previously employed by the City or while providing Services under this Agreement, and (ii) cooperate with the City and its affiliates during the course of all third-party proceedings arising out of the City’s business about which the Consultant has knowledge or information. If such notice is provided following cessation of the Consultant’s Services for any reason, the City shall compensate the Consultant for any requested assistance at the rate of \$100.00 per hour, which shall also include reimbursement of reasonable business expenses as set forth in Section 4(b), and such request shall be limited to a maximum of 40 hours of the Consultant’s time, absent further agreement between the Consultant and City.

E. No Adverse Actions. The Consultant shall not at any time take any action that impugns or adversely affects the business, operations, or reputation of the City or its affiliates or any of their respective officers, directors, employees, equity holders, agents, or representatives.

F. Survival of Covenants.

The Restrictive Covenants set out in Section 7 of the Agreement and the enforceability thereof survive termination of the Agreement. Consultant understands that the covenants and their continued enforceability beyond termination of the Agreement may limit the Consultant’s ability to earn a livelihood. Consultant acknowledges that the City would be irreparably injured by a violation of any provision of Section 7 of the Agreement and that it is impossible to measure in

money the damages that will accrue to the City by reason of a failure by the Consultant to perform any of the Consultant's obligations under this Section 7. Further, Consultant acknowledges and agrees that: (i) one purpose of the foregoing covenants are to protect the goodwill, negotiations, and confidential or proprietary information of the City and, as allowed by law, third-party entities negotiating or transacting business with the City ("Confidential Information"); and (ii) because of the nature of the Confidential Information to which the Consultant has access, it would be impractical and excessively difficult to determine the actual damages of the City if the Consultant breached any of the covenants of this Agreement. Accordingly, if the City institutes any action or proceeding to enforce any of the provisions of this Section 7, to the extent permitted by applicable law, the Consultant hereby waives the claim or defense that the City has an adequate remedy at law, and the Consultant shall not urge in any such action or proceeding the defense that any such remedy exists at law. Furthermore, in addition to other remedies that may be available (including, without limitation, termination of the City's obligation to pay the Consulting Fees), the City shall be entitled to specific performance and other injunctive relief, without the requirement to post a bond. If any of the covenants set forth in this Section 7 is finally held by a court in a non-appealable decision to be invalid, illegal, or unenforceable (whether in whole or in part), such covenant shall be deemed modified to the extent, but only to the extent, of such invalidity, illegality, or unenforceability and the remaining covenants shall not be affected thereby.

8. Miscellaneous.

A. Assignment. This Agreement shall not be assigned without the written consent of the City. Upon permitted assignment, the Agreement will be binding upon, inure to the benefit of, and be enforceable by, as applicable, City and Consultant and their respective permitted assignees.

B. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to such state's laws and principles regarding the conflict of laws.

C. Venue. Any legal action to enforce this Agreement shall be brought in the state court of Texas, in and for Dallas County, Texas and the Parties agree to and hereby submit to the jurisdiction of said court(s). Prior to the commencement of any legal action, the parties shall first offer to mediate the issues within thirty (30) days of notice of offer to mediate, said mediation to be conducted in Dallas County by a mutually agreed upon mediator. If no mediation occurs within thirty (30) days of notice of offer to mediate, the complaining Party may proceed with filing of legal action in the courts as set forth in this paragraph.

D. Prevailing Party Attorneys' Fees. In any legal action to enforce the terms of this Agreement, the party determined by the court to be the "prevailing party" shall be entitled to recover its reasonable attorneys' fees and costs incurred in the legal action from the other party.

E. Amendment; Entire Agreement. No provision of this Agreement may be amended, modified, waived, or discharged unless such amendment, waiver, modification, or discharge is agreed to in writing by City and Consultant. This Agreement shall supersede any other agreement between the parties with respect to the subject matter hereof.

F. Notice. All notices and other communications required hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid. Notices and communications shall be deemed received on the date of hand delivery acknowledgement or on the date of receipt of certified or registered mail, as indicated on the return receipt. All notices and other communications required hereunder shall be addressed as follows:

To Consultant: Marlon D. Goff, Managing Member
MW Group, LLC
1373 Green Hills Ct,
Duncanville, TX 75137

To City: City of Glenn Heights
Attn: City Manager
1938 S Hampton Rd
Glenn Heights, TX 75154

With a copy to: Victoria W. Thomas, City Attorney
Nichols, Jackson, Dillard, Hager & Smith, LLP
1800 Ross Tower
500 North Akard Street
Dallas, Texas 75201

or to such other address as either party shall have furnished to the other in writing in accordance herewith.

G. Headings. The headings of this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

H. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

City of Glenn Heights

By: _____
Name: David J. Hall
Title: City Manager

Sworn to and subscribed before me
this _____ day of _____, 2022.

Notary Public, State of Texas
My Commission Expires:

MW Group, LLC

By: _____.
Name: Marlon D. Goff
Title: Managing Member

Sworn to and subscribed before me
this _____ day of _____, 2022.

Notary Public, State of Texas
My Commission Expires:

Exhibit A
Glenn Heights – Consultant Response Time Chart & Fee Schedule

Project Type	Recommended Turnaround	Expedited Turnaround	Hourly Rate
In-Person Meetings, conference/virtual calls	Confirmed Availability – within 5 Business Days	Same Day Availability	\$47.00 / \$47.00
Draft resolutions & ordinances	3 Business Days	1 Business Day	\$47.00 / \$65.00
Draft Agreement for CM/CA Review	5 Business Days	2 Business Days	\$47.00 / \$65.00
Draft Research & Memorandums	3 Business Days	1 Business Day	\$47.00 / \$65.00
Real Estate & Development Docs	3 Business Days	1 Business Day	\$47.00 / \$65.00
City Council/ PZ Commission/Public Meetings	Regular Meeting Calendar	Special Called Meetings	\$47.00 / \$47.00



AGENDA SUMMARY SHEET

March 1, 2022

EXECUTIVE SESSION

1. The City Council shall convene into Executive Session:
 - A. pursuant to Government Code, Section 551.074, Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: Deputy Chief of Police.
 - B. pursuant to the Government Code, Section 551.072, Real Property; to deliberate the purchase, exchange, lease or value of real property located at approximately 2500 S Hampton Road, Glenn Heights, Texas.
2. The City Council shall reconvene into Open Session and take any action arising from Executive Session:
 - A. pursuant to Government Code, Section 551.074, Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: Deputy Chief of police.
 - B. pursuant to the Government Code, Section 551.072, Real Property; to deliberate the purchase, exchange, lease or value of real property located at approximately 2500 S Hampton Road, Glenn Heights, Texas.

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



AGENDA SUMMARY SHEET

March 1, 2022

AGENDA, ITEM 3

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

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

GHPD Lieutenant Position



CLAYTON SHIELDS, M.S.
DEPUTY CHIEF OF POLICE
MARCH 1, 2022

Proposed Position



The position being proposed with the organization is the position of: **Lieutenant**



Why the Lieutenant Position?



The Glenn Heights Police Department current supervisory structure for commissioned officers consists of a director of public safety, deputy chief, and four sergeants. In this structure, the department chief is tasked with the reports of four sergeants, criminal investigations, communications supervisor, records division, school resource officer, and animal control. In addition, the department chief has a duty to manage budget, equipment, fleet vehicles, training, community and city-related responsibilities, citizen requests, and other areas. The lieutenant would serve as the intermediary, becoming responsible for some of these areas, thus allowing the department to be more fluid and efficient.

Duties and Responsibilities of the Lieutenant



- Supervisory
- Administrative
- Community Outreach
- Training
- Recruiting

Supervisory



- Patrol
- Criminal Investigations
- Animal Control
- Records and Evidence
- School Resource Officer

Administrative Duties



- Assist with budget
- Assist with departmental compliance
- Conduct internal affairs investigations
- Investigate internal/external complaints
- Background Investigations

Community Outreach



- Assist Chief/Deputy Chief with the CPAC
- Organize the Citizen's Police Academy
- Implement and monitor the elderly initiative
- Organize Community Events

Training



- Expand departmental training
- Maintain departmental internal & external training records
- Conduct internal training sessions
- Schedule and administer all firearms training
- Recordkeeping

Recruiting



- Develop and implement recruiting plan
- Visit local police academies
- Conduct speaking engagements with local schools
- Develop Police Explorers Program

Budget Impact



The salary range for the position is:

\$76,544 - \$83,581

The status for the position is *exempt*.

This was determined by averaging the salaries for the Lieutenant position of three local agencies that are approximate in size to Glenn Heights.



RESOLUTION NO. R-07-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, AMENDING RESOLUTION R-14-13, AS AMENDED, TO AMEND THE CITY'S JOB CLASSIFICATION TABLE BY ADDING THE EXEMPT POSITION OF POLICE LIEUTENANT TO GRADE 19; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Glenn Heights, Texas desires to provide for the employment and retention of qualified personnel through clear and concise directives related to employee classification and compensation; and

WHEREAS, the City Council previously adopted an Employee Compensation Plan and Job Classification Table through Resolution R-14-13; and

WHEREAS, the City Council has declared that any modifications to employee positions, compensation, or benefits requested outside of the budget deliberation process must be approved by the City Council; and

WHEREAS, said Job Classification Table was previously revised by Resolutions R-12-15, R-13-15, R-21-18, R-09-19, R-15-19; R-31-20; and R-32-21; and

WHEREAS, the City Manager has recommended amendment of the City's Job Classification Table by adding the exempt position of Police Lieutenant to Grade 19.

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

SECTION 1. The above recitals are hereby found to be true and correct and incorporated herein for all purposes.

SECTION 2. The City Council for the City of Glenn Heights hereby approves and adopts the following amendment to the Job Classification Table by adding the exempt position of Police Lieutenant at Grade 19.

SECTION 3. The Employee Compensation Plan adopted in Resolution R-14-13, as amended, shall continue in full force and effect until such time as the City Council amends or repeals the same.

SECTION 4. All resolutions heretofore passed and adopted by the City Council of the City of Glenn Heights, Texas, are hereby repealed solely to the extent that said resolutions, or parts thereof, are in conflict herewith.

SECTION 5. This Resolution shall become effective immediately after its passage.

READ, CONSIDERED, PASSED AND ADOPTED by the City Council for the City of Glenn Heights at a meeting on the 1st day of March 2022, 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
(022322vwtTM127952)

EXHIBIT “A”

AMENDED JOB CLASSIFICATION TABLE



**City of Glenn Heights
Position Salary Structure
FY 2019**

Page 61 of 64



AGENDA SUMMARY SHEET

March 1, 2022

AGENDA, ITEM 4

Discuss and take action authorizing the City Manager to execute a Letter of Intent and any other related and necessary documents regarding real property located at approximately 2500 S Hampton Road, Glenn Heights, Texas. (Marlon Goff, Director of Planning & Development Services)

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



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: March 1, 2022

SUBJECT

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

DISCUSSION / BACKGROUND

The City of Glenn Heights owns the 53-acre vacant tract of land located at approximately 2500 S Hampton Rd. Staff has been engaged in discussions with a development group on a concept plan for the site. The Letter of Intent is a non-binding instrument that allows both parties to advance formal negotiations towards a purchase and redevelopment agreement in good faith.

PRIOR COUNCIL OR BOARD ACTION

Not applicable.

PUBLIC CONTACT

No public contact.

FINANCIAL IMPACT

There is no financial impact associated with this action or phase.

RECOMMENDATION / ALTERNATIVES

Staff recommends approval of this action item.

ATTACHMENTS

Not applicable.

PREPARED BY

Marlon Goff, Director of Planning & Development Services

REVIEWED BY

Brandi Brown, City Secretary