



**NOTICE AND AGENDA
CITY COUNCIL
TUESDAY, JULY 5, 2022, 7:00 PM
REGULAR CITY COUNCIL MEETING**

Notice is hereby given that the City Council of the City of Glenn Heights, Texas will hold a Regular Called City Council Meeting on Tuesday, July 5, 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

STAFF INTRODUCTIONS - Jaynice Porter-Brathwaite, Human Resources Director

CONSENT AGENDA

1. Discuss and take action to approve the City Council Meeting Minutes of the June 21, 2022, Regular Called City Council Meeting. (Brandi Brown, City Secretary)

AGENDA

1. Discuss and take action on Ordinance O-08-22, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Code of Ordinances by amending Chapter 1 "General Provisions", Article 1.02 "City Council"; Division 2 "Rules of Order and Decorum", Section 1.02.045 "Rules of Procedure and Decorum" to add a dress code provision; providing a repealing clause; providing a savings clause; and providing for an effective date. (Second Reading) (Victoria Thomas, City Attorney)
2. Discuss and take action on Resolution R-16-22, a Resolution of the City Council

of the City of Glenn Heights, Texas approving and authorizing the city manager to execute an agreement with J&L Wrecker, Inc., a Texas for-profit corporation, doing business as J & N Wrecker Service, for wrecker and impound services; and providing an effective date. (Nick Bristow, Deputy Chief of Police)

3. Presentation of the Glenn Heights Police Department Quarterly Crime Statistics Report. (Nick Bristow, Deputy Chief of Police)
4. Presentation of the Glenn Heights Police Department Quarterly Racial Profiling Report. (Nick Bristow, Deputy Chief of Police)
5. Discuss and first reading of Ordinance O-09-22, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Code of Ordinances by amending Chapter 9 "Personnel", Article 9.04 "Office Of The City Manager"; Section 9.04.002, "Powers and Duties"; providing a repealing clause; providing a savings clause; and providing for an effective date. (Victoria Thomas, City Attorney)

EXECUTIVE SESSION

1. The City Council shall convene into Executive Session:
 - A. pursuant to Government Code, Section 551.074, Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Manager.
2. The City Council shall reconvene into Open Session and take any action arising from Executive Session:
 - A. pursuant to Government Code, Section 551.074, Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Manager.

ADJOURNMENT

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

I, Brandi Brown, City Secretary, do hereby certify that the above Meeting Notice and Agenda was posted in a place convenient to the Public at Glenn Heights City Hall, 1938 South Hampton Road, Glenn Heights, Texas, by 5:00 P.M. on Friday, July 1, 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



AGENDA SUMMARY SHEET

July 5, 2022

CONSENT AGENDA, ITEM 1

Discuss and take action to approve the City Council Meeting Minutes of the June 21, 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**

JUNE 21, 2022

STATE OF TEXAS *

COUNTIES OF DALLAS AND ELLIS *

CITY OF GLENN HEIGHTS *

On the 21st day of June 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
Alisha M. Brown	*	Council Member, Place 4
Shaunte L. Allen	*	Council Member, Place 5*
Machanta Newson	*	Council Member, Place 6

*Council Member Shaunte L. Allen arrived at 7:08 P.M.

STAFF:

David Hall	*	City Manager
Clifford Blackwell	*	Deputy City Manager
Nick Bristow	*	Deputy Chief of Police
Brandi Brown	*	City Secretary
Michael Davenport	*	Parks & Recreation Superintendent
Keith Moore	*	Director of Public Safety
Chris Patterson	*	Public Works Superintendent
Jaynice Porter-Brathwaite	*	Human Resources Director
Nick Williams	*	Deputy Fire Chief
Laura Voltmann	*	City Planner

CONSULTANT:

Victoria Thomas	*	City Attorney's Office
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CALL TO ORDER

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

INVOCATION

Keith Moore, Director of Public Safety, delivered the Invocation.

PLEDGE OF ALLEGIANCE

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

EVENT

Mayor Harry A. Garrett announced the following Event:

- Glenn Heights Connect, Meadow Creek Neighborhood, June 24, 2022, 5:30 P.M. - 7:00 P.M.

PUBLIC COMMENT

- There were Public Comments.

PROCLAMATIONS

Mayor Harry A. Garrett read the following Proclamations:

- American Independence Day, July 4, 2022
- Recognition of Scholarship Recipient, Broderick Lowe II

CONSENT AGENDA

Mayor Pro Tem Sonja A. Brown made a motion to approve Consent Agenda Items 1-2.

Council Member Travis Bruton requested that the Consent Agenda Items be voted on separately.

1. Discuss and take action to approve the City Council Meeting Minutes of the June 7, 2022, Regular Called City Council Meeting. (Brandi Brown, City Secretary)

Mayor Pro Tem Sonja A. Brown made a motion to approve Consent Agenda Item 1. Council Member Machanta Newson made the second. The motion carried with the following vote:

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

2. Discuss and take action to approve Resolution R-14-22, a Resolution of the City Council of the City of Glenn Heights, Texas, 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. (David Hall, City Manager)

Mayor Pro Tem Sonja A. Brown made a motion to approve Consent Agenda Item 2. Council Member Machanta Newson made the second. The motion carried with the following vote:

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

AGENDA

1. Discussion regarding the Annual Water Quality Report.

Council Member Travis introduced this item, and David Hall, City Manager, completed a presentation regarding TCEQ requirements and the City's background on meeting those requirements, and the 2021 Annual Drinking Water Quality Report.

Mr. Hall answered Council's questions related to if the City is seeking out residents to provide samples for the City to meet TCEQ requirements.

2. Discuss and first reading of Ordinance O-08-22, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Code of Ordinances by amending Chapter 1 "General Provisions", Article 1.02 "City Council"; Division 2 "Rules of Order and Decorum", Section 1.02.045 "Rules of Procedure and Decorum" to add a dress code provision; providing a repealing clause; providing a savings clause; and providing for an effective date.

David Hall, City Manager, introduced this item. City Council then had a discussion regarding why some Council Members felt there was a need for this amendment and if specific examples could be provided for attire that may have been considered inappropriate or offensive, personal accountability, and complaints received.

Mr. Hall and Jaynice Porter-Brathwaite, Human Resources Director, answered Council's questions related to the City Staff Dress Code Policy and if any complaints had been received regarding City Council Member attire.

Council requested that Victoria Thomas, City Attorney, consider the following when modifying the presented Ordinance: the City Staff Dress Code Policy; implementing a Business Casual Policy; observing diverse religious, ethnic, and cultural practices; adding provisions regarding hats, caps, or head coverings; and being more specific about some items.

3. May 2022 Financial Report.

Clifford Blackwell, Deputy City Manager, completed a presentation regarding the City's revenues, expenditures, and fund balances as of May 2022.

Mr. Blackwell, David Hall, City Manager, and Mayor Harry A. Garrett answered Council's questions related to fund balances, days in reserve, operations without raising taxes, and how the amount of the Mayoral Initiative Scholarship was determined and which line item was used to fund it.

4. Glenn Heights Senior Center Update.

David Hall, City Manager, introduced this item. Michael Davenport, Parks and Recreation Superintendent, completed a presentation regarding Senior Center

marketing efforts, programming partners, daily scheduling, and the daily lunch program.

Mr. Davenport and Mr. Hall answered Council's questions related to ridership services, facility rental, dual spaces and programming, additional meal options, senior activities, donations, and volunteers.

EXECUTIVE SESSION

1. The City Council shall convene into Executive Session:

- A. pursuant to Texas Government Code section 551.071(1)(A) consultation with City Attorney to seek legal advice regarding pending litigation: Lucas Benson v. City of Glenn Heights, Texas, et al, Cause No. DC-22-02743 in the 101st Judicial District Court of Dallas County, Texas.

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

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

City Council went into Executive Session at 9:00 P.M.

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

- A. pursuant to Texas Government Code section 551.071(1)(A) consultation with City Attorney to seek legal advice regarding pending litigation: Lucas Benson v. City of Glenn Heights, Texas, et al, Cause No. DC-22-02743 in the 101st Judicial District Court of Dallas County, Texas.

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

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

City Council reconvened into Open Session at 9:21 P.M.

Mayor Pro Tem Sonja A. Brown made a motion to authorize the City Manager to execute an engagement letter retaining the law firm of Fee, Smith & Sharp, L.L.P., with partner Darrell G-M Noga to be lead counsel, to provide a defense for the City and David Hall against all claims raised in a lawsuit filed by Lucas Benson, being Cause No. DC-22-02743 and that the legal expenses of the City and Mr. Hall be paid in accordance with the Code of Ordinances and this Council's prior action taken at its April 5, 2022 meeting, and authorize the City Manager to direct the Law Firm of Walker Bright to file a motion for substitution of counsel allowing that firm to withdraw from the case and naming Mr. Noga and Fee, Smith & Sharp as the counsel

of record for the City and Mr. Hall. Council Member Travis Bruton made the second. The motion carried with the following vote:

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

ADJOURNMENT

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

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

Harry A. Garrett, Mayor

Attest:

Brandi Brown, City Secretary
Passed and approved on the 5th day of July 2022



AGENDA SUMMARY SHEET

July 5, 2022

AGENDA, ITEM 1

Discuss and take action on Ordinance O-08-22, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Code of Ordinances by amending Chapter 1 "General Provisions", Article 1.02 "City Council"; Division 2 "Rules of Order and Decorum", Section 1.02.045 "Rules of Procedure and Decorum" to add a dress code provision; providing a repealing clause; providing a savings clause; and providing for an effective date. (Second Reading) (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	

AN ORDINANCE OF THE CITY OF GLENN HEIGHTS, TEXAS

ORDINANCE NO. O-08-22

AN ORDINANCE OF THE CITY OF COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 1 “GENERAL PROVISIONS”, ARTICLE 1.02 “CITY COUNCIL”; DIVISION 2 “RULES OF ORDER AND DECORUM”, SECTION 1.02.045 “RULES OF PROCEDURE AND DECORUM” TO ADD A DRESS CODE PROVISION; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Glenn Heights, Texas is a duly organized political subdivision and home rule city of the State of Texas, engaged in the provision of City Government and related services for the benefit of the citizens of the City of Glenn Heights: and

WHEREAS, the City Council has determined that it is in the best interest of the citizens of the City of Glenn Heights to amend previously adopted regulations intended to accord City Council meetings the proper respect, while preserving the highest standards of dignity and decorum, that are not in conflict with the Texas Open Meetings Act, and not intended to interfere with religious custom, freedom of expression, or create a financial barrier to participation in said meetings.

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

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

SECTION 2. The Code of Ordinances, City of Glenn Heights, Texas is hereby amended by amending Chapter 1 “General Provisions”, Article 1.02 “City Council”, Division 2 “Rules of Order and Decorum”, Section 1.02.045 “Rules of Procedure and Decorum” to add a new subsection (H) to read in its entirety as follows:

“CHAPTER 1 GENERAL PROVISIONS

. . .

Article 1.02 City Council

. . .

Division 2 Rules of Order and Decorum

...

Section 1.02.045 Rules of Procedure and Decorum

The city council shall determine its own rules of procedure and may compel the attendance of its members.

(1) Mayor and city council members

...

(H) Members of the City Council shall wear appropriate business attire at meetings of the City Council and shall avoid wearing clothing and accessories that would detract from the professional image of the City. The City Council has a business casual dress code and within that dress code, Council members are expected to project a professional image to citizens and City partners. Clothing that is appropriate for the beach, yard work, exercise sessions, and sports contests may not be appropriate business casual attire. Clothing should be pressed and never wrinkled. Torn, dirty, or frayed clothing is unacceptable. All seams must be finished. Any clothing that has words, terms or pictures that may be offensive to others is unacceptable. Clothing that displays the City logo is encouraged. Reasonable accommodations for clothing necessitated by medical conditions and for religious or ethnic clothing will be made consistent with the business necessity to present a professional appearance to the public.

....”

SECTION 3. All provisions of the ordinances of the City of Glenn Heights, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and that all other provisions of the ordinances of the city not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, which shall remain in full force and effect.

SECTION 5 This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

**DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
GLENN HEIGHTS, TEXAS ON THIS THE ____ DAY OF _____, 2022.**

APPROVED:

Harry A. Garrett, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(060622vwtTM129955)



AGENDA SUMMARY SHEET

July 5, 2022

AGENDA, ITEM 2

Discuss and take action on Resolution R-16-22, a Resolution of the City Council of the City of Glenn Heights, Texas approving and authorizing the city manager to execute an agreement with J&L Wrecker, Inc., a Texas for-profit corporation, doing business as J & N Wrecker Service, for wrecker and impound services; and providing an effective date. (Nick Bristow, 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	



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: July 5, 2022

SUBJECT

This Agenda item will allow City Council to approve an agreement with J&L Wrecker, Inc., a Texas for-profit corporation, doing business as J & N Wrecker Service, for wrecker and impound services.

DISCUSSION / BACKGROUND

Since approximately 1979, J & N Wrecker has provided the City of Glenn Heights with wrecker and impound services. J & N Wrecker is located at 1319 Brookside Drive, Glenn Heights, Texas 75154. J & N Wrecker's physical location is convenient for both our citizens and officers.

The City of Glenn Heights does not have a current agreement regarding wrecker and impound services. The previous agreement was signed on July 13, 2010.

Staff has reviewed other wrecker service providers in the area and believe that J & N Wrecker continues to provide the best service value for the City and our citizens. J & N Wrecker fee schedule is comparable to the other service providers that were reviewed within a 10-mile radius of Glenn Heights.

The new agreement outlines services provided by J & N Wrecker and also contains a fee schedule. These services include, but are not limited to, the following: 24/7 service provided by J & N Wrecker, 30-minute or less response time from time of call to J & N Wrecker within the city limits of Glenn Heights, storage facility located within the city limits, and appropriate tow vehicles such as a one-ton wrecker, tilt-bed wrecker, and one wrecker capable of towing tractor trailer or larger vehicles.

PRIOR COUNCIL OR BOARD ACTION

Not applicable.

PUBLIC CONTACT

Not applicable.

FINANCIAL IMPACT

J & N Wrecker will make an annual payment of \$800.00 to the City of Glenn Heights for administrative purposes.

RECOMMENDATION / ALTERNATIVES

Staff recommends approval of Resolution R-16-22, approving an agreement with J&L Wrecker, Inc., a Texas for-profit corporation, doing business as J & N Wrecker Service, for wrecker and impound services

ATTACHMENTS

1. Resolution R-16-22

PREPARED BY

Nick Bristow, Deputy Chief of Police

REVIEWED BY

Brandi Brown, City Secretary

CITY OF GLENN HEIGHTS, TEXAS

RESOLUTION NO. R-16-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO AND EXECUTE AN AGREEMENT WITH J&L WRECKER, INC., A TEXAS FOR-PROFIT CORPORATION, DOING BUSINESS AS J & N WRECKER SERVICE, FOR WRECKER AND IMPOUND SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City's contract for wrecker services has expired and the City Administration has diligently reviewed and compared the services and rates of the available service providers; and

WHEREAS, City Administration, having determined that the rates and scope of services presented by J&L Wrecker, Inc., a Texas for-profit corporation, doing business as J & N Wrecker Service, are fair and reasonable and provide the best value for the City, recommends approving and entering into an agreement with J&L Wrecker, Inc., a Texas for-profit corporation, doing business as J & N Wrecker Service in substantially the form of that attached hereto as Exhibit "A"; and

WHEREAS, the City Council of the City of Glenn Heights, Texas, finds it to be in the public interest to concur in such recommendation;

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

SECTION 1. The Agreement for Wrecker and Impound Services with J&L Wrecker, Inc., a Texas for-profit corporation, doing business as J & N Wrecker Service, attached hereto and incorporated herein by this reference as Exhibit "A", is hereby approved and the City Manager is hereby authorized to execute that Agreement on behalf of the City.

SECTION 2. This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this the 5th day of July, 2022.

APPROVED:

Harry A. Garrett, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(051422vwtTM129611)

Exhibit A
[Agreement for Wrecker and Impound Services]

STATE OF TEXAS

§
§
§

**AGREEMENT FOR WRECKER
AND IMPOUND SERVICES**

COUNTY OF DALLAS

This **AGREEMENT FOR WRECKER AND IMPOUND SERVICES** (“Agreement”) is made by and between the City of Glenn Heights, Texas (“City”), a Texas home rule municipality, and J&L Wrecker, Inc., a Texas for-profit corporation, doing business as J & N Wrecker Service (“Operator”) each acting through their authorized representatives. City and Operator may each be referred to individually as the “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, by virtue of the laws of the State of Texas and its Home Rule charter, City has the power and authority to regulate the towing, storage, and parking of vehicles within City’s corporate limits; and

WHEREAS, City desires to engage the services of Operator as an independent contractor to provide exclusive wrecker and impound services for non-consent tows of vehicles for the City of Glenn Heights Police Department in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Operator desires to operate a wrecker service within the corporate limits of City and to provide the wrecker and impound services requested by City pursuant to this Agreement; and

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

ARTICLE I

TERM; EARLY TERMINATION

1.1 Term: This Agreement shall commence on June 21, 2022 (the “Effective Date”) and continue for a period of three (3) years, as provided herein. City may, at its sole option, extend the term of this Agreement under the same terms and conditions as provided herein for one additional three-year term (the “Renewal Term”) upon written notice to Operator at least thirty (30) days prior to the expiration of the then current term. The initial term and any Renewal Term shall be referred to herein collectively as the “Term”.

1.2. Early Termination: Either Party may terminate this Agreement without cause by giving sixty (60) days prior written notice to the other Party and without any further liability one to the other except for City’s obligation to pay for services provided by Operator prior to the date of said termination and the obligation of the Parties to perform such duties with respect to vehicles towed and/or stored prior to the date of termination as may be required by law.

1.3 Termination for Default: This Agreement may be terminated by a Party (“the non-

defaulting Party”) after providing the other Party (“the defaulting Party”) written notice of the defaulting Party’s failure to comply with the provisions of this Agreement identified in said notice (including a description of the non-compliance) if such non-compliance cannot be or is not corrected to the satisfaction of the non-defaulting Party on or before the 10th day following receipt of the notice of default by the defaulting Party. The failure of a non-defaulting Party to terminate this Agreement following a default by the defaulting Party shall not constitute a waiver of the non-defaulting Party’s rights with respect to such default or a waiver of the right to declare a default for the same or similar non-compliance occurring on a later date.

ARTICLE II

SCOPE AND DESCRIPTION OF SERVICES

2.1 Grant of Towing Rights: During term of this Agreement, upon request by City, Operator shall be authorized, and hereby agrees, to tow, remove, and store all vehicles required by City to be removed from their stationary location or from public streets or other locations as the result of accidents, arrest, abandonment, or mechanical difficulty, where there is not a request by the person in charge of such vehicle to utilize another provider of such service, and to store such vehicles until either claimed by the owner or other person with authority over the vehicle or auctioned as provided under applicable law (“the Services”). In emergency situations or situations requiring equipment, personnel, or storage facilities that cannot be promptly provided by Operator, City may, at its sole option and in its sole discretion, utilize other wrecker and impound service providers. In the event that Operator is unable to provide wrecker or impound services as requested by the City, Operator shall immediately advise the Chief of Police.

2.2 Duties of Operator Regarding the Services: Operator’s provision of the Services to City shall be subject to and in compliance with the following:

A. Operator shall maintain at all times during the term of this Agreement, 24 hours each day of the week, personnel on duty who shall be able to and will respond to (1) a City request for wrecker service as required by this Agreement and (2) a requests for release of vehicles stored or parked on Operator’s property.

B. Response Time. Operator shall respond to all calls by City for wrecker service within thirty (30) minutes after the time the call is received by Operator’s dispatcher for all requests for service within the City and within forty-five (45) minutes after the call is received by Operator’s dispatcher for requests for service within a 1.5 mile radius of the City corporate limits.

C. Operator will conduct the Services in a safe and secure manner and will not subcontract, sublet, or transfer any rights, responsibilities, or duties under this Agreement without the written approval of the City.

D. Operator will not recommend a particular body shop or garage to a vehicle owner or the person with authority over the vehicle and Operator’s towing equipment and vehicles will not make reference to any body shop or garage.

E. Disregards. A request for a tow truck/wrecker may be canceled by the City at any time prior to arrival at the requested site and hook up to the vehicle. A request for tow services will not be disregarded by Operator or on-scene officer once the tow truck/wrecker has arrived at the scene and hooked up to the vehicle. Operator is solely responsible for the costs of tow/wrecker calls that are cancelled/disregarded by the City. Operator will not tow a vehicle under this Agreement unless there is a representative of the City at the scene.

F. Equipment. Operator will provide the following equipment, maintained in good working order and condition and available for response to City requests for wrecker/tow truck services:

1. Three wrecker vehicles, each at least one ton in size, each displaying on exterior sides in letters not less than three inches in height the name, address and telephone number of Operator, and each equipment with the following:
 - a. Power or hand operated winch line and boom or lifting device with a factory capacity of not less than 5,000 pounds single capacity;
 - b. Safety chains, fire extinguisher, wrecking bar, broom, axe, shovel, either flares or traffic control reflectors, a wheel dolly and a debris container;
 - c. Two-way voice communication equipment for mobile telephone or radio with base station; and
 - d. Overhead flashing emergency lights, visible from 1,000 feet.
2. Trailer, tilt-bed vehicle, or other similar vehicle capable of handling the safe movement of motorcycles, front-wheel drive vehicles, and large vehicle component parts; and
3. One wrecker capable of towing a tractor trailer or larger vehicle (Operator will possess or have immediate access to this equipment).

G. Operator shall remove all vehicles towed pursuant to this Agreement Operator's storage facility located at 1319 Brookside Drive, Glenn Heights, Texas (the "Storage Facility") or to such other location as directed by City or as Operator and vehicle owner agree. Operator must pay for all expenses related to the Storage Facility (or any other agreed upon storage facility) and must provide security for the grounds and contents.

H.. Vehicle storage shall be conducted, and the Storage Facility operated in accordance with applicable regulations of the Texas Department of Licensing and Regulations and the Texas Department of Transportation governing vehicle storage facilities and the following provisions:

- (1) The Storage Facility shall have the capacity for the storage of no fewer than 100 vehicles;
- (2) The Storage Facility shall contain at least one building which can be

locked and which shall be available to house, in a secure manner, at least one vehicle for crime scene purposes.

- (3) The Storage Facility shall be completely enclosed by a fence not less than six feet (6.0') in height with a locking gate, which gate shall remain locked at all times when no employee of the Operator is on premises;
- (4) All vehicles shall be kept inside the fenced area of the Storage Facility at all times;
- (5) No stored vehicle shall be used by Operator, its agents and employees for personal or business use;
- (6) If possible, stored vehicles, without additional charge, shall be secured with doors, windows and/or hatchbacks closed and convertibles covered or tops raised without additional charge. Wrecked vehicles that cannot be reasonably secured or covered are exempt from these requirements;
- (7) Vehicles stored within the Storage Facility shall be located on a concrete, asphalt, crushed rock, or other all-weather surface so that the delivery and release of vehicles may readily occur in all weather conditions;
- (8) A sign shall be placed either (i) at the main entrance to the Storage Facility that is clearly visible from the adjacent street or (ii) at a location accessible to a person on a 24/7 basis where such sign is clearly visible, which sign shall include the registered name of the storage facility, the street address of the Storage Facility, the telephone number(s) which may be called to contact Operator regarding the presence and release of a vehicle from the Storage Lot, the hours during which a vehicle will be released, and the state license number of the Storage Facility;
- (9) An operable land line telephone must be located in the office of the Storage Facility which may be called using a publicly listed phone number, which number shall at all times be made known to City by Operator. In the event the phone number is to be changed, Operator shall notify City in writing of the new phone number prior to placing the new phone number in service; provided, however, if the new number is not made known to Operator by the telephone company assigning the new phone number until the day the new phone number is placed in service, Operator shall (a) contact City's police dispatch center by phone on the day the new phone number is placed in services and advise the dispatcher of the new phone number and

(b) notify City in writing of the new phone number on the next City business day after the new number is placed in service;

- (10) The Storage Facility shall at all times be equipped with lights which turn on no later than sunset and remain on until sunrise the next day and which provide the minimum amount of light required by state regulation in all areas where vehicles are stored, in all traffic lanes within the Storage Facility, and at all entrances to the Storage Facility; and
- (11) The Storage Facility must display a sign clearly visible to the public that sets out the per diem charge for storage and all other fees which may be charged by the Storage Facility and/or Operator, including notification and impoundment fees. This sign must be located so that it is clearly visible to the vehicle owner prior to paying fees, with letters at least one inch in height and contrasting background color.
- (12) The Storage Facility must display a sign describing the instruments that may be presented by the vehicle owner or the owner's authorized representative to obtain possession of the vehicle. This sign shall list all instruments allowed by law and shall be so located to be clearly visible to a vehicle owner at the place of payment, with letters of at least one inch in height upon a contrasting background.
- (13) The Storage Facility or any other facility used for purposes of storing vehicles under this Agreement shall at all times be located no further than five (5) miles from City's incorporated limits.

The Parties acknowledge and agree that as of the Effective Date, the Storage Facility shall be located at 1319 Brookside Drive in Glenn Heights, Texas. Operator shall provide City written notice of any change in the location of the Storage Facility not later than thirty (30) days prior to the cessation of operations of storage services at the then current location of the Storage Facility. Notwithstanding anything to the contrary herein, City may terminate this Agreement after receiving notice of the change of location of the Storage Facility if City, not later than the 15th day after receipt of the relocation notice, provides written notice to Operator that City does not approve of the new location.

I. Operator shall deliver all vehicles to and store such vehicles at the Storage Facility unless directed otherwise by the Chief of Police or his designated representative.

J. Operator shall tow, park and store all vehicles in a safe and secure manner.

K. Prior to towing a vehicle from the scene of an accident, the immediate surrounding area must be cleared and cleaned up by Operator in a manner that is reasonably satisfactory to the City.

L. Operator shall accept vehicles for storage as follows:

(1) When Operator accepts for storage a vehicle towed without the consent of the vehicle owner, Operator shall inspect the vehicle and note as an addition on the wrecker slip or wrecker ticket any differences from the information previously set out thereon, but shall not write or deface in any manner any prior writing on the slip or ticket. If the license plate number or vehicle identification number on the wrecker ticket or wrecker slip is incorrect, Operator shall note in its records the correct number and notify every previously advised person of the current information within 48 hours of receipt of the vehicle for storage.

(2) In accordance with state law and regulations, Operator shall timely notify the registered owner and all lien holders of record of the storage of the vehicle at the Storage Facility by certified mail, which notice shall include at least:

- a. The location of the Storage Facility;
- b. The hours during which the vehicle can be released to the vehicle owner;
- c. The total amount of fees that must be paid before the vehicle will be released, including any additional per day storage charges that will accrue after the date of the notice until the vehicle is picked up;
- d. The date on which the vehicle will be removed from the Storage Facility if it is not recovered by the vehicle owner prior to that date; and
- e. From where, when and by whom the vehicle was authorized to be towed.

M. Operator shall not release any vehicle which has a “hold” placed on it by City’s Police Department, except upon written direction from City’s Chief of Police or designated representative. Any and all vehicles placed on a “hold” will be towed and placed at the Police Departments holding area.

N. Whenever a person claims ownership or the right to possession to a vehicle located at the Storage Facility, such person shall be entitled to inspect the wrecker slip or wrecker ticket for the vehicle, and shall not be required to pay any fees or charges prior to inspecting the wrecker slip or wrecker ticket.

O. The registered vehicle owner or authorized representative shall have access to and be allowed to remove any personal property from the vehicle, unless otherwise direct

by a peace officer.

2.3 Operator Records: Operator shall maintain current records during the term of this Agreement and shall make the same available for review by the City Manager, City's Chief of Police or their duly designated representative(s) upon one (1) day's notice. Such records shall include, but not be limited to, the following:

- A. Date and time call or request for service was received by Operator;
- B. Date and time of arrival at location of vehicle to be towed, and location of vehicle to be towed;
- C. Date and time of arrival at Storage Facility after vehicle has been towed;
- D. The wrecker license plate number and the name of wrecker driver, whose name shall be available to the Texas Department of Licensing and Regulation;
- E. Make, model, year and color of the vehicle towed;
- F. License plate number of the vehicle towed, state issuing the license and correct vehicle identification number;
- G. A general description of the vehicle towed, including the overall condition of the vehicle, any damage to the body of the vehicle, and/or missing equipment;
- H. Inventory of vehicles located at the Storage Facility and the date and time the inventory was generated;
- I. The date each vehicle was released and the name of the individual to whom the vehicle was released; and
- J. If (i) the vehicle ownership has been transferred due to any action of Operator, or (ii) the vehicle has been disposed of or demolished, provide the certificate of authority to demolish and/or a police auction sales receipt or transfer document issued by the State of Texas for vehicle.

ARTICLE III FEES

3.1 Collection of Third Party Fees: The collection of all towing, storage and other fees due and payable to Operator by third parties shall be the sole responsibility of Operator. City shall not participate in any manner in the collection of fees due Operator, nor shall Operator look to City for payment of such fees.

3.2 No Charge for Police Vehicles: Operator shall not charge or seek to collect from City any fees or costs incurred by Operator for the towing of Glenn Heights Police Department

vehicles. Additionally, Operator shall provide storage, at no cost to the City, for vehicles that are towed at the request of the City's police officers. Operator acknowledges that to the extent that the Texas Vehicle Storage Facility Act provides that the operator of a vehicle storage facility must charge at least \$20.00 per day for storage of a vehicle and \$35.00 per day for storage of vehicles longer than 25 feet, the City and Operator agree that the compensation Operator will receive as a result of this Agreement equals or exceeds the fees that Operator would be authorized to charge the City under that Act and that this compensation is intended by the Parties to satisfy any obligation that the City might have to pay such amounts under the Act. Further, Operator shall provide at no cost to the City storage for vehicles that are forfeited to the City pursuant to state and/or federal forfeiture laws. In those cases where the court awards the vehicle back to the owner, no storage fee will be charged for the period of time from the date of the tow to the date the vehicle is awarded back to the owner. Operator may collect fees for storage after the date of the court order. Other reasonable fees and towing charges will be due from the owner at the time services are rendered. The City will not be responsible for any towing or storage fees for vehicles not owned by the City.

3.3. Fees: The following fees and charges are set by the Operator for towing services provided to City pursuant to this Agreement and shall remain in effect during the term of this Agreement and any subsequent extension of this Agreement:

- A. The following fees shall be charged for towing and related services of vehicles not owned by the City:

TYPE OF SERVICE	ARREST	ABANDON	ARREST ACCIDENTS	ACCIDENTS
Light Duty* Hook Fee	\$125.00	\$125.00	\$125.00	\$125.00
Medium Duty† Hook Fee	\$225.00	\$225.00	\$225.00	\$225.00
Heavy Duty‡ Hook Fee	\$450.00	\$450.00	\$450.00	\$450.00
Light Duty Flatbed/Dolly Fee	\$125.00	\$125.00	\$125.00	\$125.00
Light Duty Incident Management Fee	\$100.00 Max Per Hour	\$100.00 Max Per Hour	\$100.00 Max Per Hour	\$100.00 Max Per Hour
Light Duty Roll Over Fee	\$300.00 Max Per Hour	\$300.00 Max Per Hour	\$300.00 Max Per Hour	\$300.00 Max Per Hour
Light Duty Wait Time and Labor per 15 Minutes	\$25.00 Max Per 15 Min	\$25.00 Max Per 15 Min	\$25.00 Max Per 15 Min	\$25.00 Max Per 15 Min
Light Duty Fuel Adjustment Fee	\$50.00 Max Per Hour	\$50.00 Max Per Hour	\$50.00 Max Per Hour	\$50.00 Max Per Hour
Light Duty Mileage	0	0	0	0
Light Duty Extra Truck	\$150.00 Max Per Hour	\$150.00 Max Per Hour	\$150.00 Max Per Hour	\$150.00 Max Per Hour
Medium Duty Incident Management Fee	\$200.00 Max Per Hour	\$200.00 Max Per Hour	\$200.00 Max Per Hour	\$200.00 Max Per Hour

TYPE OF SERVICE	ARREST	ABANDON	ARREST ACCIDENTS	ACCIDENTS
Medium Duty Wait Time and Labor per 15 Minutes	\$50.00 Max Per 15 Min	\$50.00 Max Per 15 Min	\$50.00 Max Per 15 Min	\$50.00 Max Per 15 Min
Medium Duty Fuel Adjustment Fee	\$50.00 Max Per Hour	\$50.00 Max Per Hour	\$50.00 Max Per Hour	\$50.00 Max Per Hour
Medium Duty Mileage	0	0	0	0
Medium Duty Extra Truck Fee	\$225.00 Max Per Hour	\$225.00 Max Per Hour	\$225.00 Max Per Hour	\$225.00 Max Per Hour
Heavy Duty Incident Management Fee	\$200.00 Max Per Hour	\$200.00 Max Per Hour	\$200.00 Max Per Hour	\$200.00 Max Per Hour
Heavy Duty Wait Time and Labor per 15 Minutes	\$50.00 Max Per 15 Min	\$50.00 Max Per 15 Min	\$50.00 Max Per 15 Min	\$50.00 Max Per 15 Min
Heavy Duty Fuel Adjustment Fee	\$100.00 Max Per Hour	\$100.00 Max Per Hour	\$100.00 Max Per Hour	\$100.00 Max Per Hour
Heavy Duty Call Out/Drop Fee	\$250.00 Per Hour	\$250.00 Per Hour	\$250.00 Per Hour	\$250.00 Per Hour
Heavy Duty Extra Truck Fee	\$450.00 Per Hour	\$450.00 Per Hour	\$450.00 Per Hour	\$450.00 Per Hour
Heavy Duty Trailer/Flat Bed	\$450.00 per hour	\$450.00 per hour	\$450.00 per hour	\$450.00 per hour
* Light Duty shall mean 10,000 lbs. or less. † Medium Duty shall mean between 10,001 and 26,000 lbs. ‡ Heavy Duty shall mean 26,001 lbs. and up.				

B. Operator shall charge and be entitled to the following storage fees for vehicles towed to the Storage Facility:

- (1) \$20.00 per day, beginning with the calendar day the vehicle is towed, plus \$20.00 for each additional calendar day, or part thereof, beginning at 12:00 midnight.
- (2) Notwithstanding (1), above, storage fees for abandoned vehicles will be limited to the proceeds realized by Operator for the sale of vehicles not claimed within the time allowed by law.
- (3) There is no maximum storage fee limit.

ARTICLE IV DISPOSITION OF VEHICLES

4.1 Any vehicle impounded under the provisions of this Agreement may be sold at public sale in accordance with applicable State law. Operator shall comply with all applicable state and local laws governing abandoned and junked motor vehicles, including but not limited to

Chapter 683, TEX. TRANS. CODE, as amended.

4.2 Operator shall be responsible for the preparation, publication, posting, mailing costs and dispatch of all notices and advertisements required under Chapter 683, TEX. TRANS. CODE, as amended, or other applicable law to be given or provided by the City's Police Department and/or Operator as agent for City's Police Department or as operator of the Storage Facility with respect to the impoundment, storage, release, destruction, auction, sale and disposal of any Junked Vehicle, Abandoned Motor Vehicle or other Vehicle impounded at the Vehicle Storage Facility at the direction of the City.

4.3 When final disposition on an impounded vehicle is completed, Operator will forward copies of all related paperwork to the City's Police Department/Property on the day of disposition. Related paperwork includes a copy of the impound form, the release information, notifications, advertisement, auction sales receipts, Buyer's Guide, odometer statements and Motor Vehicle Demolisher receipts.

4.4 Operator in the conduct and operation of the towing service and the motor vehicle storage facility shall comply with: the Vehicle Storage Facility Act, Chapter 2303, TEX. OCC. CODE as amended; Chapter 683, TEX. TRANS. CODE, as amended; and with any applicable regulations of the Texas Department of Transportation and Texas Department of Licensing and Regulations.

ARTICLE V

INSURANCE AND INDEMNIFICATION

5.1 Minimum Coverage Requirements: Operator shall at all times during the term of this Agreement and for a period of sixty (60) days after termination of this Agreement for any reason, maintain in full force and effect the following insurance:

A. Comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Operator's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

B. Automobile liability insurance covering any vehicles owned and/or operated by Operator, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage;

C. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Contractor's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00;

D. Garagekeeper's Legal Liability on a direct basis insuring against all claims, demands or actions relating to any vehicle in Operator's care, custody or control including

coverage “on the hook” or while being transported by Operator as follows:

Automobile	\$1,000,000.00
Garage	\$ 300,000.00
Aggregate	\$2,000,000.00

E. Inland Marine Coverage/On Hook Cargo with a minimum coverage of \$150,000.00 per vehicle; and

F. Public Liability coverage of \$1,000,000.00 combined single limits.

5.2 Endorsements: All insurance and certificate(s) of insurance shall be endorsed to provide for the following:

A. Name the City of Glenn Heights, Texas, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance;

B. Provide for at least thirty (30) days prior written notice to City regarding cancellation or non-renewal of the insurance;

C. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. Operator shall provide written notice to City of any material change of or to the insurance required herein.

5.3 Certificate of Insurance: A certificate of insurance evidencing the required insurance shall be delivered to City prior to commencement of services under this Agreement.

5.4 Indemnification: 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 OPERATOR PURSUANT TO THIS AGREEMENT. OPERATOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS “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 SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY. OPERATOR AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS’ FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM THE OPERATOR’S PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF OPERATOR, 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 CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, OPERATOR, ON NOTICE FROM CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT OPERATOR'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO CITY. OPERATOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY OPERATOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE VI VEHICLE OWNER RIGHTS

Operator understands, acknowledges, and agrees that nothing contained herein shall prevent the owner of any motor vehicle disabled on the public streets of City to arrange for the prompt removal of the vehicle from the scene of the accident or disablement by a wrecking or towing service of said owner's own selection; provided that such right does not hinder the City's ability to protect the health, safety and/or welfare of its citizens.

ARTICLE VII NON-EXCLUSIVE TO CITY; CALL PRIORITY

City understands, acknowledges, and agrees that Operator shall have the right to continue to provide wrecker and towing services to persons other than City; provided; however, Operator agrees that calls and requests for towing services made by City shall have immediate and absolute priority over any other calls received by third parties and that Operator is not relieved of the obligation to respond to calls for service within the times required by this Agreement.

ARTICLE VIII MISCELLANEOUS

8.1 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.

8.2 Assignment: Operator may not assign this Agreement without the prior written consent of City.

8.3 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 successors and assigns.

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

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

8.6 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.

8.7 Independent Contractor: It is understood and agreed by and between the Parties that Operator in satisfying the conditions of this Agreement, 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 Operator pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Operator 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.

8.8 Notices: 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 City, to:

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

With a copy to:

Victoria Thomas
City Attorney
Nichols Jackson.
1800 Ross Tower
500 N. Akard Street
Dallas, Texas 75201

If intended for Operator, to:

J&L Wrecker, Inc. d/b/a
J & N Wrecker Service
Attn: James Nottingham
1319 Brookside Drive
Glenn Heights, Texas 75154

8.9 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.

8.10 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations:

A. Operator verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

B. Operator verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.

C. Operator verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association

D. This section does not apply if Operator is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) 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.

8.11 Administrative Fee : Operator will provide an annual payment of \$800 payable to City of Glenn Heights for administrative purposes, payable within three business days of the Effective Date of this Agreement and annually on the anniversary thereof.

[signature page to follow]

SIGNED AND AGREED this _____ day of _____, 2022.

CITY OF GLENN HEIGHTS, TEXAS

By: _____
David A. Hall, J.D., City Manager

ATTEST:

By: _____
Brandi Brown, City Secretary

APPROVED AS TO FORM:

By: _____
Victoria W. Thomas, City Attorney

SIGNED AND AGREED this _____ day of _____, 2022

**J&L WRECKER, INC., D/B/A
J & N WRECKER SERVICE**

By: _____
James Nottingham, President



AGENDA SUMMARY SHEET

July 5, 2022

AGENDA, ITEM 3

Presentation of the Glenn Heights Police Department Quarterly Crime Statistics Report. (Nick Bristow, 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	



AGENDA SUMMARY SHEET

July 5, 2022

AGENDA, ITEM 4

Presentation of the Glenn Heights Police Department Quarterly Racial Profiling Report. (Nick Bristow, 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	



AGENDA SUMMARY SHEET

July 5, 2022

AGENDA, ITEM 5

Discuss and first reading of Ordinance O-09-22, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Code of Ordinances by amending Chapter 9 "Personnel", Article 9.04 "Office Of The City Manager"; Section 9.04.002, "Powers and Duties"; providing a repealing clause; providing a savings clause; and providing for 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	

AN ORDINANCE OF THE CITY OF GLENN HEIGHTS, TEXAS

ORDINANCE NO. O-09-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 9 “PERSONNEL”, ARTICLE 9.04 “OFFICE OF THE CITY MANAGER”; SECTION 9.04.002, “POWERS AND DUTIES”; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 15, 2010, the City Council adopted Resolution No. R-09-10 approving and adopting the City Purchasing Policy; and

WHEREAS, the City Purchasing Policy thus duly adopted provides the City Manager with authority to approve budgeted purchases up to \$50,000.00; and

WHEREAS, at the time that Resolution No. R-09-10 was adopted, by apparent oversight, a concurrent amendment to Code of Ordinances Section 9.04.002 to reflect the \$50,000.00 purchasing authority of the City Manager was not included in the Council action; and

WHEREAS, the City Attorney and City staff recommend approval of an amendment to Ordinance 9.04.002 to reflect the purchasing authority approved in 2010; and

WHEREAS, the City Council, having considered the matter, finds it to be in the best interest of the City to make such amendment to the Code of Ordinances.

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

SECTION 1. The Code of Ordinances, City of Glenn Heights, Texas is hereby amended by amending Chapter 9, “Personnel”, Article 9.04 “Office of the City Manager”, Section 9.04.002, “Powers and duties” at its subsection (10) to read as follows:

“CHAPTER 9 PERSONNEL

. . .

Article 9.04 Office of the City Manager

. . .

Section 9.04.002 Powers and duties

...

(10) The city manager shall be empowered to authorize budgeted operational purchases and expenditures, not exceeding fifty thousand dollars (\$50,000.00) and subject to formal procurement policy, those capital equipment purchases approved by the council upon adoption of the budget. In cases of accident or other circumstances creating an emergency, the city manager may, with consent of the city council, award contracts and make purchases for the purpose of repairing damages caused by such accident or avoiding such public emergency, but immediately after the emergency is abated, he shall file with the council a certificate showing such emergency and necessity for such action, together with an itemized account of all expenditures.

....”

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

SECTION 3. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, which shall remain in full force and effect.

SECTION 4 This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS ON THIS THE ____ DAY OF _____, 2022.

APPROVED:

Harry A. Garrett, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(070122vwtTM130411)



AGENDA SUMMARY SHEET

June 7, 2022

EXECUTIVE SESSION

1. The City Council shall convene into Executive Session:
 - A. pursuant to Government Code, Section 551.074, Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Manager.
2. The City Council shall reconvene into Open Session and take any action arising from Executive Session:
 - A. pursuant to Government Code, Section 551.074, Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Manager.

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	
