



**NOTICE AND AGENDA
CITY COUNCIL
TUESDAY, OCTOBER 18, 2022, 7:00 P.M.
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, October 18, 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.

Pursuant to Texas Government Code Sec. 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members, including the presiding officer, will be physically present at the location noted above on this 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

EVENTS

- Veteran's Day Online Tribute, November 7, 2022, 12:00 P.M. Requests to Honor a Veteran for the Veteran's Day Tribute Slide Show will be accepted October 28, 2022 - November 4, 2022.
- Season of Service
 - Nominate a Neighbor (Thanksgiving Meal Basket) - November 7, 2022 - November 18, 2022
 - Nominate a Neighbor (Christmas Meal Basket) - December 5, 2022 - December 16, 2022
 - Glenn Heights Christmas Tree Lighting Ceremony, December 9, 2022,

6:00 P.M., City Hall, 1938 S Hampton Road, Glenn Heights, TX 75154

For detailed information regarding each event, please visit the City's website at www.glennheightstx.gov.

STAFF INTRODUCTIONS - Jaynice Porter-Brathwaite, Human Resources Director

CONSENT AGENDA

1. Discuss and take action to approve Resolution R-28-22, a Resolution of the City Council of the City of Glenn Heights, Texas, finding that Oncor Electric Delivery Company LLC's ("Oncor" or "Company") application to change rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this Resolution to the company and legal counsel. (David Hall, City Manager)
2. Discuss and take action to approve setting the November 2022 City Council Meeting dates and start times to November 1, 2022, at 7:30 P.M., and November 22, 2022, at 7:00 P.M., in the interest of limiting the number of meetings for the month and to take into consideration the dates and times of early voting and the State mandated deadline to canvass the November 8, 2022, Joint, General, and Special Elections. (Brandi Brown, City Secretary)

AGENDA

1. Discuss and take action on the Sister Cities Program. (Council Member Emma Ipaye)
2. Discuss and take action on Ordinance O-17-22, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Code of Ordinances by amending Section 1.02.009, "Reimbursement of Council Member Expenditures and Expenses"; providing a repealing clause; providing a savings clause; and providing for an effective date. (Second Reading) (Mayor Pro Tem Sonja A. Brown)
3. Discuss and take action on sponsorship for Leadership Southwest - Leveraging Human Capital Conference. (Council Member Travis Bruton)
4. Discuss and take action authorizing the City Manager to execute an agreement for Professional Services - Indefinite Delivery and Indefinite Quantity, between the City of Glenn Heights and Dikita Enterprises, Inc., dba Dikita Engineering. (David Hall, City Manager)
5. Crisis Assessment Resource Engagement Team (CARE Team) Update. (Officer Christopher Ross)

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, 75154, by 5:00 P.M. on Friday, October 14, 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

October 18, 2022

CONSENT AGENDA, ITEM 1

Discuss and take action to approve Resolution R-28-22, a Resolution of the City Council of the City of Glenn Heights, Texas, finding that Oncor Electric Delivery Company LLC's ("Oncor" or "Company") application to change rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this Resolution to the company and legal counsel. (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	

[illegible]



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: October 18, 2022

SUBJECT

This Agenda item will allow City Council to deny the rate change application proposed by Oncor.

DISCUSSION / BACKGROUND

On May 13, 2022, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed an application with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$251 million or approximately 4.5% over present revenues. The Company asks the City to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates. The impact of this requested increase on an average residential customer using 1,300 kWh/month would be about \$6.02 per month.

Accordingly, the purpose of the Resolution is to deny the rate change application proposed by Oncor. Once the Resolution is adopted, Oncor will have 30 days to appeal the decision to the Public Utility Commission of Texas where the appeal will be consolidated with Oncor's filing (i.e. PUC Docket No. 53601) currently pending at the Commission.

All cities with original jurisdiction will need to adopt the Resolution prior to October 30, 2022.

PRIOR COUNCIL OR BOARD ACTION

In a prior City action, Oncor's rate request was suspended from taking effect for 90 days, the fullest extent permissible under the law. This time period has permitted the City, through its participation with the Steering Committee of Cities Served by Oncor ("Steering Committee"), to determine that the proposed rate increase is unreasonable.

PUBLIC CONTACT

Not applicable.

FINANCIAL IMPACT

Not applicable.

RECOMMENDATION / ALTERNATIVES

Consistent with the recommendations of the experts engaged by the Steering Committee, Oncor's request for a rate increase should be denied.

ATTACHMENTS

1. Resolution R-28-22

PREPARED BY

Steering Committee, Cities served by Oncor

REVIEWED BY

Brandi Brown, City Secretary

RESOLUTION NO. R-28-22

A RESOLUTION OF THE CITY OF GLENN HEIGHTS, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S ("ONCOR" OR "COMPANY") APPLICATION TO CHANGE RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Glenn Heights, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee"), a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

WHEREAS, on or about May 13, 2022, Oncor filed with the City an application to increase system-wide transmission and distribution rates by \$251 million or approximately 4.5% over present revenues. The Company asks the City to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates; and

WHEREAS, the Steering Committee is coordinating its review of Oncor's application and working with the designated attorneys and consultants to resolve issues in the Company's filing; and

WHEREAS, through review of the application, the Steering Committee's consultants determined that Oncor's proposed rates are excessive; and

WHEREAS, the Steering Committee's members and attorneys recommend that members deny the Application; and

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

Section 1. That the rates proposed by Oncor to be recovered through its electric rates charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 2. That the Company shall continue to charge its existing rates to customers within the City.

Section 3. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of the adoption of this Resolution.

Section 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 5. That a copy of this Resolution shall be sent to Oncor, Care of Howard Fisher, Oncor Electric Delivery Company, LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Ave., Suite 1900, Austin, TX 78701.

PASSED AND APPROVED this 18th day of October 2022.

Harry A. Garrett, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney

AGENDA SUMMARY SHEET

October 18, 2022

CONSENT AGENDA, ITEM 2

Discuss and take action to approve setting the November 2022 City Council Meeting dates and start times to November 1, 2022, at 7:30 P.M., and November 22, 2022, at 7:00 P.M., in the interest of limiting the number of meetings for the month and to take into consideration the dates and times of early voting and the State mandated deadline to canvass the November 8, 2022, Joint, General, and Special Elections. (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	

[illegible]



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: October 18, 2022

SUBJECT

This Agenda item will allow Council to adjust City Council Meeting dates and times for November 2022.

DISCUSSION / BACKGROUND

The regularly scheduled November Council Meetings are November 1, 2022, at 7:00 P.M., and November 15, 2022, at 7:00 P.M.

Early voting for the November 8, 2022 Joint, General, and Special Elections is October 24, 2022 - November 4, 2022, and City Hall is designated as a Branch Polling Location. Council can adjust the start time of the November 1, 2022 City Council Meeting to 7:30 P.M. as Branch Polling Locations close at 7:00 P.M. on November 1, 2022. This will allow the public, City Council Members, and staff to participate in early voting,

Historically, both Dallas and Ellis Counties have not had Election results available for canvassing purposes until 2 weeks after the Election. If City Council met on November 15, 2022, for its Regularly Called City Council Meeting, a Special Called Meeting would have to be scheduled for November 22, 2022 as well, which is also the State mandated deadline to canvass the November 8, 2022. In the interest of limiting the number of meetings for the month, Council can move the November 15, 2022, City Council Meeting to November 22, 2022.

PRIOR COUNCIL OR BOARD ACTION

Not applicable.

PUBLIC CONTACT

Public Notices related to the adjusted time and changed date will be posted on the City

Council's official bulletin board and on the City of Glenn Heights' website.

FINANCIAL IMPACT

Not applicable.

RECOMMENDATION / ALTERNATIVES

Staff recommends that City Council adjust the November 1, 2022, meeting start time to 7:30 P.M. and move the November 15, 2022, meeting to November 22, 2022.

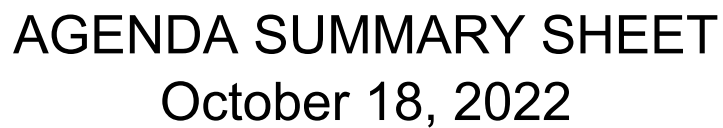
ATTACHMENTS

PREPARED BY

Brandi Brown, City Secretary

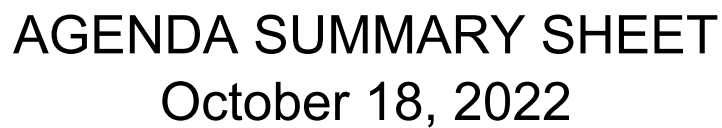
REVIEWED BY

Karen McGee, Municipal Court Administrator



Discuss and take action on the Sister Cities Program. (Council Member Emma Ipaye)

[illegible]



Discuss and take action on Ordinance O-17-22, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Code of Ordinances by amending Section 1.02.009, "Reimbursement of Council Member Expenditures and Expenses"; providing a repealing clause; providing a savings clause; and providing for an effective date. (Second Reading) (Mayor Pro Tem Sonja A. Brown)

[illegible]

AN ORDINANCE OF THE CITY OF GLENN HEIGHTS, TEXAS

ORDINANCE NO. O-17-22

AN ORDINANCE OF THE CITY OF COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING SECTION 1.02.009, "REIMBURSEMENT OF COUNCIL MEMBER EXPENDITURES AND EXPENSES"; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as in past years, the current fiscal year operating budget includes funds set aside for Council member travel and training; and

WHEREAS, the proper expenditure of such funds is governed by section 1.02.009 of the City's Code of Ordinances, regarding reimbursement of Council member expenditures and expenses; and

WHEREAS, to alleviate confusion regarding expenses incurred by council members which may appropriately be reimbursed from the Council member travel and training budget, staff has recommended amendment to clarify section 1.02.009; 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 section 1.02.009 "Reimbursement of council member expenditures and expenses" to read as follows:

"Section 1.02.009 Reimbursement of council member expenditures.

- (a) The mayor and members of the city council shall be entitled to be reimbursed, from funds available and budgeted as the Council member travel and training fund, for expenditures as allowed in this section which are made on behalf of the city and incurred in the performance of their duties.
- (b) Reimbursable expenditures, when made on behalf of the City and incurred in the performance of official duties, and supported by proper documentation shall include:

1. items within the traditional scope of supplies, equipment, and consumables utilized and furnished by the city for use or consumption by city officers or employees, including office supplies;
2. refreshments for official city functions or meetings;
3. gasoline for vehicles transporting multiple city representatives;
4. registration at training seminars or other city-related functions for multiple persons;
5. meals attended by multiple city representatives or guests;
6. repairs of city-owned vehicles or equipment;
7. mileage incurred for performance of official duties, at the current federal reimbursement rate, for the most direct route to/from the place of residence or employment, measured as accurately as possible (e.g. using an odometer);
8. costs of taxi, bus, or light rail incurred in the performance of official duties, on the most direct route to/from places of residence or employment;
9. parking costs incurred to attend city functions;
10. tuition and/or registration for city-related seminars, training, and conferences such as TML or Council of Government sessions;
11. if travel to or from a meeting takes more than one hour and occurs over a normal meal period and a meal has not been provided for a city function, a meal will be reimbursed;
12. breakfast reimbursement if the individual is away from home or work overnight or departs for a city function or meeting before 6:00 a.m.;
13. dinner reimbursement if the individual is away from home or work overnight or is traveling to or from a city function other than regular or special council meetings (including workshops) until after 7:00 p.m.;
14. lunch may be claimed if the individual is over 35 miles from the city on city business that extends over the normal meal period. Meals will be reimbursed not to exceed the maximum rate allowed as a per diem rate under current Internal Revenue Service regulations. Receipts are required for all reimbursements exceeding the per diem;
15. Individuals required to travel more than two (2) hours one way to attend a city-related meeting or function may receive lodging reimbursement if (A) they would be required to leave home before 6:00 a.m. in order to arrive on time for the meeting or (B) they would be required to be on the road after 8:00 p.m. in order to arrive home from a meeting. The maximum amount allowed for such lodging reimbursement shall be the maximum rate allowed as a per diem rate under current Internal Revenue guidelines;
16. The Mayor and City Council Members shall have access to a city-paid cellular telephone.

17. Other expenditures not listed above that are pre-approved in writing by a majority of the City Council.

(c) Expenditures not allowed include:

1. Alcoholic beverages;
2. Personal entertainment costs such as movie tickets, sports event admission, and night club shows;
3. Expenses of a spouse or other family member of the mayor or council member; and
4. Expenses related to an event sponsored by one or a group of individual council members, including the mayor, but less than the full Council.

(d) Expense reimbursement forms are available from the director of finance and shall be completed and signed by the mayor or council member seeking reimbursement. Receipts for all costs incurred except mileage, bus/light rail fare, and meter parking shall be submitted with the completed form and shall be submitted to the director of finance within thirty (30) days of the expenditure for which reimbursement is sought. Reimbursement, if approved, shall occur no more than thirty (30) days after the completed forms and receipts are received by the director of finance.

(e) Any request for reimbursement that is denied by the director of finance or which is not included above may be submitted to the city manager or the city council for review. A decision by a majority of the city council that an expenditure may not be reimbursed shall be final.

(f) Compliance with the foregoing procedure shall be considered approval by the city council for purposes of section 2.01 of the city charter."

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 18TH DAY OF OCTOBER 2022.**

APPROVED:

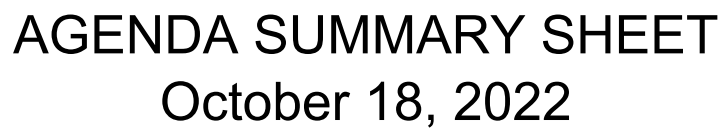
Harry A. Garrett, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(100422vwtTM131779)



Discuss and take action on sponsorship for Leadership Southwest - Leveraging Human Capital Conference. (Council Member Travis Bruton)

[illegible]



Aug 2, 2022

Councilman Travis Bruton
City of Glenn Heights
1938 S Hampton Road
Glenn Heights, TX 75154

Subject: **Sponsorship Opportunity: Leveraging Human Capital Leadership Conference**

Dear Councilman Bruton:

Leadership Southwest is a cooperative effort sponsored by the Cedar Hill, DeSoto, Duncanville, and the Inland Port Area Chamber of Commerce. For over 34 years, Leadership Southwest Alumni have developed into elected officials, corporate executives, entrepreneurs, and educational leaders. Our commitment is to build a long and successful history by creating a transformational leadership development experience by engaging a host of auspicious speakers and local leadership legends. These leaders will bring intellect and insight on the needed formulas and implementations of leadership best practices that will elevate entrepreneurs, corporate executives, elected officials, educational leaders, and many more!

The Leadership Southwest Class of 2022 is PROUD to present the inaugural *Leveraging Human Capital Leadership Conference* and we are pleased to offer you the opportunity to be a part of such a landmark occasion! The conference will take place at **The University North Texas at Dallas on Wednesday, December 7th, 2022, from 10:00am-5:00pm.**

We recognize your impact on our region has been beyond significant, therefore, please consider partnering with Leadership Southwest as a Platinum Level Sponsor.

As a sponsor of this game changing experience, not only will you have the opportunity to showcase your organization to the 200+ attendees, but your brand will continue to resonate in the hearts and minds of the Leadership Southwest Region and our distinguished Alumni!

Please find attached, more information about the conference and sponsorship opportunities. For any questions, please contact Amanda Skinner at 214-535-8818 or admin@leadershipsw.org. Thank you for your historical support of our region and for making the time to consider our humble request.

Sincerely,

A handwritten signature in black ink that reads "Neil Bolton".

Neil Bolton, Board Chair
Class of 2018

A handwritten signature in blue ink that reads "Amanda Skinner".

Amanda Skinner, Executive Director
Class of 2001



Become a Sponsor:

Consider becoming a sponsor today! Your generous support will provide the Southern Dallas Region the opportunity to support the:

**Leveraging Human Capital Conference
University of North Texas at Dallas
December 7, 2022
10am – 5pm**

that will equip our community with the skills to take leadership to the next level!

Title Sponsor - \$10,000

- Swag Bag (executive backpack) – Logo, address the audience (opening/closing sessions)
- Up to 24 Registrations, logo on conference program
- Up to 8 Swag Bags
- Up to three (3) registrations for Leadership Southwest, Class of 2023
- Logo Inclusion in all promo media and press releases
- Recognition through website and social media
- Logo and conference program recognition
- Two-minute spotlight, day of the conference

Diamond - \$5,000

- Logo on One Premium Swag Bag Item (on first come basis)
- Up to 16 Registrations
- One registration for Leadership Southwest, Class of 2023
- Up to 4 Swag Bags
- Logo Inclusion in all promo media and press releases
- Recognition through website and social media
- Logo and conference program recognition
- Logo, name announced on stage at conference program

Platinum - \$2,500

- Logo on One Select Swag Bag Item (on first come basis)
- Up to 8 Registrations
- Up to 3 Swag Bags
- Logo and conference program recognition
- Logo, name announced on stage at conference program

Gold - \$1,500

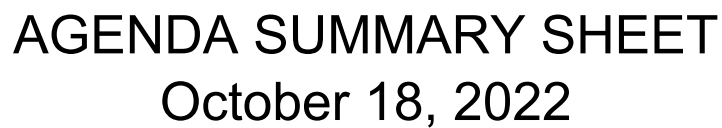
- Up to 4 Registrations
- Up to 2 Swag Bags
- Logo and conference program recognition
- Logo, name announced on stage at conference program

Silver - \$1,000

- Up to 2 Registrations
- One Swag Bags
- Logo and conference program recognition
- Logo, name announced on stage at conference program



To promote and enhance leadership through education in civic and community affairs, and encourage volunteerism in Southwest Dallas County.



Discuss and take action authorizing the City Manager to execute an agreement for Professional Services - Indefinite Delivery and Indefinite Quantity, between the City of Glenn Heights and Dikita Enterprises, Inc., dba Dikita Engineering. (David Hall, City Manager)

[illegible]

**STATE OF TEXAS §
COUNTY OF DALLAS §**

**AGREEMENT FOR PROFESSIONAL
SERVICES
Indefinite Delivery Indefinite Quantity**

This Agreement for Professional Services ("Agreement") is made by and between the City of Glenn Heights, Texas ("City") and Dikita Enterprises Inc., dba Dikita Engineering, a Texas corporation ("Professional") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City desires the professional consulting services of Professional for engineering, plan review, project management, construction management, inspection; and

WHEREAS, Professional can provide a qualified and capable team of professionals to perform the professional planning, engineering, surveying, and construction management services to tasks assigned by City and agreed upon by City and Professional; and

WHEREAS, City requires from Professional certain hereinafter described engineering, planning, construction management, and/or land surveying services in conjunction with projects which are more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "Services").

Agreement

NOW THEREFORE, in consideration of 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**

1.1 This Agreement shall commence on the last date of execution hereof ("Effective Date") and continue until completion of the Services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall immediately deliver to City all finished and unfinished documents, data, plans, studies, surveys, drawings, maps, models, reports, photographs or other items provided to and/or prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.



Article II

Scope of Service

2.1 While the Services are generally described in the Scope of Services attached hereto as Exhibit A, particular Services within the scope will be assigned pursuant to work authorizations to be issued to Professional from time to time during the term of this Agreement. Exhibit A lists projects that the City contemplates undertaking once funding, decisions and approvals are secured.

2.2 If a work authorization is issued hereunder, then such work authorization will more particularly describe the required Services under that work authorization, and each work authorization (if any) issued under this Agreement will constitute a part of this Agreement as if expressly set forth in full herein. If the Scope of Services does not reference work authorizations, then the Services and all other terms and conditions regarding the Services are fully described in the body of this Agreement and the attachments and exhibits hereto.

2.3 Professional represents that it is fully equipped, competent, and capable of performing or subcontracting the desired Services as required under this Agreement. Professional will diligently provide all of the Services in compliance with the schedule provided, if particular Services are to be provided pursuant to work authorizations, in accordance with the schedule in the applicable work authorization. Without limiting the generality of the foregoing, Professional will provide all personnel, materials, facilities, and any other required resources, unless specifically exempted herein or in a work authorization, to complete the Services within the time specified, for the compensation stated, and otherwise in accordance with the terms and conditions of this Agreement.

2.4 The Services furnished hereunder will be of high quality, be complete in all respects, comply fully with the terms of this Agreement, and include all typical and reasonable services required in connection with the Services, whether or not expressly described in Exhibit A or in the applicable work authorization, if any. In performing the Services, Professional will operate in coordination with City staff. All work performed in supplying the Services will be subject to the approval of City and will be performed consistent with the highest prevailing professional or industry standards, unless a different standard is required by law, in which case, Services will be performed to the highest prevailing standards allowed by law.

2.5 Right of Entry. City shall provide access to and/or obtain permission for Professional to enter upon all property, whether or not owned by City, as required to perform and complete the Services. Professional will operate with reasonable care to minimize damage to the Project site. However, City recognizes that Professional's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project site. The cost of repairing such damage will be borne by City and is not included in the fee unless otherwise stated.

2.6 Licenses. Professional represents to City that Professional possesses any and all licenses which may be required by the State of Texas or any other governmental entity having jurisdiction as may be necessary for the performance of Professional's services pursuant to this Agreement.



2.7 Information/Confidentiality. City will furnish to Professional such information with respect to the project for which a work authorization has been issued as Professional may reasonably request in order to render Professional's Services effectively. Professional will hold in strict confidence all information with respect to said project which is furnished to Professional by City in confidence, and which is not otherwise publicly available and/or not required, as a matter of law or proper business practice, to be disclosed to a third party in connection with the consulting services for the work authorization and/or project.

2.8 Subsurface Structures. City shall provide Professional with the location of all City-owned subsurface structures, such as pipes, tanks, cables and utilities within the particular project site for which a work authorization has been issued and be responsible for any damage inadvertently caused by Professional to any structure or utility not designated except that Professional shall be responsible for obtaining third-party utility location information from franchise utility companies. Professional is not liable for any losses, damages or claims arising from incorrect subterranean structures or utilities information provided to Professional by City.

2.9 Changed Conditions. If Professional discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), Professional will notify City in writing of the Changed Conditions. City and Professional agree that they will then renegotiate in good faith the terms and conditions of this Agreement. If Professional and City cannot agree upon terms and conditions within thirty (30) days after notice, either Party may terminate the Agreement and Professional shall be compensated for services performed prior to the date of termination.

2.10 Certifications. City will not require Professional to execute any document that would result in its certifying, guaranteeing, or warranting the existence of conditions whose existence the Professional cannot ascertain, or that contains any certification, guarantee or warranty broader than the professional standard of care.

2.11 Ownership and Use of Documents.

- (a) Professional's Documents. Unless otherwise agreed in writing, all documents and information prepared by Professional or obtained by Professional from any third party in connection with the performance of services, including, but not limited to, Professional's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents are the property of City. Professional shall be allowed to retain copies, at Professional's expense, of any or all such information.
- (b) Use of Documents. All documents prepared by Professional are solely for the use of City, its employees, contractors and agents, and will not be used by any other person or entity without Professional's prior written notice.
- (c) Unauthorized Reuse. No party other than City, its employees, contractors and agents may rely, and City will not represent to any other party that it may rely, on documents without Professional's express prior written consent and receipt of additional compensation. City waives any and all claims against Professional resulting in any way



from the unauthorized reuse or alteration of documents by itself or anyone obtaining them through City.

2.12 Conflict of Interest. Professional agrees to notify City and seek City's approval prior to Professional's retention by any other individuals or entities, which either directly or indirectly may create a conflict of interest in Professional's services under this Agreement. City may deny any such approval for Professional's retention set forth above, in the event City, in City's sole and absolute discretion, should conclude that such retention would have an adverse effect on Professional's services under this Agreement.

Article III Scope of Work

3.1 The Professional agrees to complete the required services in accordance with the work authorizations as they are issued. The Professional shall evaluate each authorization and propose a fair and reasonable fee based upon the details of the work, subconsultants fee, and any out-of-pocket expenses expected. The basis of the fee shall be calculated and proposed based upon hourly rates set forth in attached Attachment A plus out-of-pocket expenses.

Article IV Compensation and Method of Payment

4.1 Compensation for the Services will be payable as provided below in this Section 4; provided, however, that if Services are provided under a work authorization, compensation for those Services will be payable as provided in such work authorization. Payments by CITY will be inclusive of all federal, state, and local taxes, if any, and will constitute full payment for the Services and all resources required to deliver the Services, including materials, equipment used, travel, expenses, overhead and administrative fees, and profit.

4.2 Unless otherwise provided in the work authorizations the Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, printing, mailing, and courier.

4.3 The hourly rates set forth herein and in the Attachment A, if any, shall remain in effect and adjusted annually as appropriate. Any changes to established hourly rates shall require the prior written consent of the City.

Article V Devotion of Time; Personnel; and Equipment

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the Services under this Agreement. Should the City require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Professional's standard hourly rate schedule, or as otherwise agreed between the Parties.



5.2 To the extent reasonably necessary for the Professional to perform the services under this Agreement, the Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Professional may deem proper to aid or assist in the performance of the services under this Agreement. The Professional shall provide written notice to and obtain written approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder and shall not otherwise be reimbursed by the City unless otherwise provided herein.

5.3 The Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

5.4. The Professional shall submit monthly progress reports and attend monthly progress meetings scheduled by the City or more frequently as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

Article VI Miscellaneous

6.1 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.

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

6.3 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 heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. Without waiving any immunity to liability or to suit that the City may have, the Parties otherwise agree to submit to the personal and subject matter jurisdiction of said court.

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

6.6 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.



6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Professional, 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 Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail or courier 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 being placed in the U.S. mail with first-class postage pre-paid or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City, to:

Attn: David Hall, J.D. City Manager
City of Glenn Heights, Texas 1938 S. Hampton Road
Glenn Heights, Texas 75154

With a copy to:

Attn: Victoria W. Thomas City Attorney
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard Street
Dallas, Texas 75201

If intended for Professional:

Attn: Evalynn A. Williams
Dikita Enterprises, Inc.
1420 W. Mockingbird Ln., Suite 600
Dallas, Texas 75247

6.9 Insurance.

(a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage including the property of the City, its officers, elected officials, contractors, agents and employees (collectively referred to as the "City") insuring against all claims, demands or actions relating to the work and services provided by the Professional pursuant to this Agreement with a minimum combined single limit of not less than \$2,000,000.00 per occurrence for injury to persons (including death), and for property damage and \$2,000,000.00 aggregate including products and completed operations coverage of \$1,000,000.00. This policy shall be primary to any policy or



policies carried by or available to the City; (ii) policy of automobile liability insurance covering any vehicles owned, non-owned and hired and/or operated by Professional, 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 for bodily injury, death and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$1,000,000.00; and (iv) Professional Liability with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate, covering negligent acts, errors and omissions by Professional, its contractors, sub-contractors, consultants and employees in the performance of services pursuant to this Agreement.

(b) All insurance shall be endorsed to provide the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) 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, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the Professional shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance.

(c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.

(d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the required insurance policies, the Professional shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Professional shall within ten (10) business days after written request provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to Professional by the City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

6.10 Debarment and Suspension.

(a) In accordance with 2 CFR section 180.300, the principal of this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither Professional nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.

(b) If, during the term of this Agreement, Professional becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, Professional



shall immediately inform the City of Glenn Heights.

(c) For agreements that are financed by Federal or State grants, Professional agrees that this section will be enforced on each of its subcontractors and will inform the City of Glenn Heights of any violations of this section by subcontractors to the Agreement.

(d) The certification in this section is a material representation of fact relied upon by the City in entering into this Agreement.

6.11 Indemnification. PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE ACTS OR OMISSIONS OF PROFESSIONAL HEREUNDER, INCLUDING BUT NOT LIMITED TO CLAIMS FOR NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE PROFESSIONAL'S LIABILITY.

THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE PREEMPTED BY OR LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

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

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

6.15 Prohibition of Boycott of Energy Companies. Contractor verifies that it does not Boycott energy companies and agrees that during the term of this Agreement it will not boycott energy companies as these terms are defined in Texas Government Code Section 809.001, as



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

6.16 Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations. Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. This section only applies if: (i) Contractor 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; and does not apply: (i) if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

EXECUTED this _____ day of _____, 2022.

DIKITA ENTERPRISES INC.

By: _____
Evalynn A. Williams.
President and CEO



EXECUTED this _____ day of _____, 2022_.

CITY OF GLENN HEIGHTS, TEXAS

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

ATTEST:

By: _____
Brandi Brown, City Secretary

APPROVED AS TO FORM:

By: _____
Victoria W. Thomas, City Attorney

Attachment A

Descripton	Billable Rate Range	
Project Manager/Sr Civil	\$ 183.35	\$ 193.00
Civil Engineer	\$ 118.90	\$ 145.00
MEP Engineer	\$ 153.85	\$ 181.00
Inspector	\$ 97.75	\$ 115.00
CADD Technician	\$ 98.10	\$ 109.00
Clerical	\$ 67.50	\$ 75.00

Rates are inclusive of payroll burden and G&A, excluding other direct costs

Rates are subject to annual increase, typically between 3-5%

EXHIBIT A

FISCAL YEAR 2022-2023 PROPOSED PROJECTS

PROJECT	DESCRIPTION
VELOWEB Pathway Projects	North and South connections to the East/West VELOWEB Trail system.
Gateway Improvements	Installation of an Electronic Monument Sign.
Parking lot at Heritage Park	Increase parking area, install asphalt overlay and stripe parking lot at Heritage Park
Make-A-Wish All-Abilities Park	Planning and construction of an all-abilities park in partnership with national brand partner
Parks Master Plan Implementation	Begin Implementation of Parks Master Plan - Includes Heritage Park Irrigation, trail system, playgrounds and equipment, splash pad, additional Pavilions (Gateway/Heritage/Courtney)
City Park Dog Park & Community Gardens	Construction of new city Dog Park and incubation of integrated community gardens at various locations in the City.
Hampton Road Bridge Project	Replacement of bridge on South Hampton Rd. with new bridge.
E. Bear Creek Road Expansion	Expand E. Bear Creek Road to Complete Street 4 Lane Road
TXDOT Loop 9	Installation of B Section of Loop 9 Project - ROW acquisition
N. Uhl Road Rehab I	Road base failure is occurring. The roadway must be milled and new base materials replaced and compacted with a new wearing course.
N. Uhl Road Rehab II	Road base failure is occurring. The roadway must be milled and new base materials replaced and compacted with a new wearing course.
Bear Creek Maintenance Project	Intermittent road milling and base repair and surface overlay
North Hampton Road Maintenance Project	Road base failure is occurring. The roadway must be milled and new base materials replaced and compacted with a new wearing course.
Hampton Roadway Reconstruction	Reconstruction project to convert roadway from a two-lane road to a four-lane divided roadway.
W. Bear Creek Roadway Reconstruction	Reconstruction project to convert roadway from a two-lane road to a four-lane divided roadway.
Pump Station Improvements	Emergency Generator NW Pump Station w/ Installation; New Water System pumps/motors. Renovate shelter for pumps.
Water Meter Replacement Project	The replacement of all water meters to Smart Water Meters
New Elevated Water Storage Tank	New Elevated Water Storage Tanks to increase water storage capacity to meet future population. (TCEQ Requirements)
New Ground Water Storage Tank	New ground level Water Storage Tanks to increase water storage capacity to meet future
Drainage System Improvements	Dredging of drainage channels, and culvert and manhole improvements
Sewer System Infiltration & Inflow (I & I)	Evaluate I & I condition of sewer system. Project will be part of the infrastructure assessment project. Smoke testing will be part of this process.
Waterline Improvements	Pipeline upsizing to meet the pressure demand and increased flow demand. Pump Station, Oak Leaf, Transmission Lines
Top of the Hills Infrastructure Improvements	Repair curb and gutter elevations, concrete flumes, purchase ROW for drainage easements, upgrade water lines, minor street repair
Construction of City Facilities	Construction of a new Public Safety, City Hall, Recreation Center, and rehabilitation/establishment of a community enter.
Animal Shelter	Construction of a Animal Shelter and associated infrastructure improvements through remodeling of Public Safety.
City Hall Repurposing	Refurbish existing City Hall for additional utilitarian purposes.
Broadband Communications Project	This funding appropriation will facilitate the study for the creation of a municipal broadband utility service to provide residents of Glenn Heights with a reliable option for high speed internet access.

AGENDA SUMMARY SHEET

October 18, 2022

AGENDA, ITEM 5

Crisis Assessment Resource Engagement Team (CARE Team) Update. (Officer Christopher Ross)

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	

[illegible]