



**NOTICE AND AGENDA
CITY COUNCIL
TUESDAY, MARCH 21, 2023, 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, March 21, 2023, beginning at 7:00 P.M., in the City Hall, City Council Chambers, located at 1938-C 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

EVENTS

- Online Facebook Chat with Mayor Sonja A. Brown and City Manager David Hall, Wednesday, March 22, 2023, 12:00 P.M. - 1:00 P.M.
- Community Office Hours, hosted by Congresswoman Jasmine Crockett's District Team, Thursday, March 23, 2023, 4:00 P.M. - 7:00 P.M., Glenn Heights Community Center, 1938-D S Hampton Road, Glenn Heights, TX 75154
- Glenn Heights Connect, Heritage Heights and Heritage Lakes at Bear Creek Neighborhoods, Friday, March 24, 2023, 5:30 P.M. - 7:00 P.M., intersection of Waters Edge Drive and Coolwater Drive
- Glenn Heights Connect, Magnolia Farms, Friday, April 7, 2023, 5:30 P.M. - 7:00 P.M., intersection of Magnolia Lane and Tea Olive Drive
- Community Clean-Up, Saturday, April 15, 2023, 8:00 A.M. - 12:00 P.M., Heritage Community Park, 400 E Bear Creek Road, Glenn Heights, TX 75154

STAFF INTRODUCTIONS - Jaynice Porter-Brathwaite, Human Resources Director

PROCLAMATIONS

- American Red Cross Month, March 2023
- Irish American Heritage Month, March 2023
- National Athletic Training Month, March 2023
- Women's History Month, March 2023

CONSENT AGENDA

1. Discuss and take action to approve the February 21, 2023, City Council Work Session Minutes. (Brandi Brown, City Secretary)
2. Discuss and take action to approve the City Council Meeting Minutes of the February 21, 2023, Regular Called City Council Meeting. (Brandi Brown, City Secretary)
3. Discuss and take action excusing the absence of Council Member Cornel Benford II from the February 7, 2023, City Council Meetings pursuant to Code of Ordinances Section 1.02.008(a)(2). (Council Member Cornel Benford II)
4. Discuss and take action on Resolution R-06-23, a Resolution of the City Council of the City of Glenn Heights, Texas, approving and authorizing the City's participation in the State of Texas Opioid Lawsuit Settlements with Allergan, CVS, Walgreens and Walmart, and authorizing the City Manager to execute and submit all necessary documents, including the required subdivision participation forms; and providing an effective date. (Victoria Thomas, City Attorney)

AGENDA

1. Discuss and take action on Ordinance O-01-23, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the City of Glenn Heights Code of Ordinances, Appendix A, "Fee Schedule", to provide waiver of Community Center Monthly Membership Fee for city employees; providing a repealing clause; providing a severability clause; and providing an effective date. (Second Reading) (Clifford Blackwell, Deputy City Manager)
2. Presentation of the Glenn Heights Police Department 2022 Annual Contact Report. (Nick Bristow, Deputy Chief of Police)
3. Discuss and take action on Resolution R-05-23, a Resolution of the City Council of the City of Glenn Heights, Texas, approving and authorizing the City Manager to negotiate and execute the terms and conditions of an Agreement For Professional Services between the City of Glenn Heights and MW Group, LLC for property acquisition services; and providing for an effective date. (David Hall, City Manager)

EXECUTIVE SESSION

1. The City Council shall convene into Executive Session:

A. pursuant to Texas Government Code Section 551.071(2) – Consultation with City Attorney to seek legal advice related to development of the All-Abilities Park.

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(2) – Consultation with City Attorney to seek legal advice related to development of the All-Abilities Park.

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-C South Hampton Road, Glenn Heights, Texas by 5:00 P.M. on Friday, March 17, 2023.

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

Brandi Brown, City Secretary

PROCLAMATION



Office of the Mayor • City of Glenn Heights

American Red Cross Month March 2023

WHEREAS, in the aftermath of the Civil War, Clara Barton founded the American Red Cross. For nearly 142 years, the employees, volunteers, and supporters of the American Red Cross have met loss and disaster with compassion and care. They remind us that we must leave no one behind. This month, we celebrate the ordinary citizens who perform extraordinary acts of service, and we honor the Red Cross for its commitment to making our country and world a better place; and

WHEREAS, Americans have seen the work of the Red Cross firsthand. When hurricanes make landfall and floodwaters rise, the Red Cross is ready to provide food, shelter, and emergency supplies. When wildfires spread and tornadoes uproot communities, volunteers arrive from around the country to help survivors heal, recover, and rebuild. Others have also turned to the American Red Cross to respond to crises overseas in the wake of natural disasters and in preparation for emergencies before they happen. The old saying is still true today: the Red Cross is always there; and

WHEREAS, during American Red Cross Month, I encourage residents to learn more about the steps involved in donating blood by visiting [redcross.org](https://www.redcross.org), and to learn or teach first aid and to participate in Sound the Alarm events to prevent home fires. It is in our community's DNA to lift each other up, especially on the frontlines of emergencies and disasters. I know that Glenn Heights residents will always answer the call - doing whatever it takes for as long as it takes to help out those in need.

NOW, THEREFORE, I, Sonja A. Brown, Mayor of the City of Glenn Heights, Texas, do hereby proclaim March 2023 as **American Red Cross Month**. I encourage all residents to observe this month with relevant programs, ceremonies, and activities, and to support the work of service and relief organizations. I also ask that all residents visit [redcross.org](https://www.redcross.org) to learn more about Sound the Alarm Events, Giving Day on March 22, 2023, and how to support your local Chapter.

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

Sonja A. Brown, Mayor
Glenn Heights, Dallas County, Texas

PROCLAMATION



Office of the Mayor • City of Glenn Heights

Irish American Heritage Month March 2023

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

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

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

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

NOW, THEREFORE, I, Sonja A. Brown, Mayor of the City of Glenn Heights, Texas, do hereby proclaim March 2023 as **Irish American Heritage Month**. I call upon all residents to celebrate the achievements and contributions of Irish Americans to our Nation with appropriate ceremonies, activities, and programs.

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

Sonja A. Brown, Mayor
Glenn Heights, Dallas County, Texas

PROCLAMATION



Office of the Mayor • City of Glenn Heights

National Athletic Training Month March 2023

WHEREAS, athletic trainers from professional, collegiate, and high school teams; industries; physician offices; rehabilitation clinics; and every branch of the United States military, work together to promote and practice the profession of athletic training; and

WHEREAS, athletic trainers have a long history of providing quality health care for athletes and persons engaged in regular physical activity, and are highly skilled health care professionals who specialize in immediate, acute and emergency care; examination, assessment and diagnosis; injury prevention; risk management; therapeutic intervention; and rehabilitation of injury and illness; and

WHEREAS, leading organizations concerned with athletic training and health care have united in a common commitment to raise public awareness of the importance of the profession of athletic training and the role of athletic trainers in the provision of quality health care services; and

WHEREAS, it is the desire of the City of Glenn Heights to promote improved health care for athletes and all of those who engage in physical activity.

NOW, THEREFORE, I, Sonja A. Brown, Mayor of the City of Glenn Heights, Texas, do hereby proclaim March 2023 as **National Athletic Training Month** and call upon all residents to join me in recognizing athletic trainers for their honorable work in keeping the community healthy.

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

Sonja A. Brown, Mayor
Glenn Heights, Dallas County, Texas

PROCLAMATION



Office of the Mayor • City of Glenn Heights

Women's History Month March 2023

- WHEREAS,** during Women's History Month, we celebrate the countless women who have fought tirelessly and courageously for equality, justice, and opportunity in our Nation. We also reaffirm our commitment to advancing rights and opportunities for women and girls in the United States and around the world. We are mindful that we are building on the legacy of both recognized trailblazers and unsung heroines who have guided the course of American history and continue to shape its future; and
- WHEREAS,** the full participation of women is a foundational tenet of democracy. Women, often women of color, have been on the frontlines, fighting for and securing equal rights and opportunity throughout our country's history as abolitionists, civil rights leaders, suffragists, and labor activists. Women continue to lead as advocates for reproductive rights and champions of racial justice. Throughout history, these women have opened the doors of opportunity for subsequent generations of dreamers and doers. As community leaders, educators, doctors, scientists, childcare providers, and more, women power our economy and lead our Nation. As first responders and service members, they stand watch over our lives and liberties. As innovators, entrepreneurs, and essential workers in every industry, they represent the very best of America; and
- WHEREAS,** despite significant progress, women and girls continue to face systemic barriers to full and equal participation in our economy and society. Disparities persist in economic security, health care, and caregiving responsibilities, especially for women and girls of color. Those who perform critical work, including those who care for our children and our families, are too often overlooked, underpaid, and undervalued; and
- WHEREAS,** this month, as we continue our work to advance gender equity and equality, let us celebrate the contributions of women throughout our history and honor the stories that have too often gone untold. Let us recognize that fundamental freedoms are interconnected: when opportunities for women are withheld, we all suffer; and when women's lives are improved, we all gain. Let us strive to create a community where every woman and girl knows that her possibilities know no bounds.

NOW, THEREFORE, I, Sonja A. Brown, Mayor of the City of Glenn Heights, Texas, do hereby proclaim March 2023 as **Women's History Month**. I call upon all residents to observe this month and to celebrate with appropriate programs, ceremonies, and activities. I also invite you to visit WomensHistoryMonth.gov to learn more about the vital contribution of women to our Nation's history.

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

Sonja A. Brown, Mayor
Glenn Heights, Dallas County, Texas



AGENDA SUMMARY SHEET

March 21, 2023

CONSENT AGENDA, ITEM 1

Discuss and take action to approve the February 21, 2023, City Council Work Session Minutes.
(Brandi Brown, City Secretary)

Motion	
Second	
For	Brown, Garrett, Mosley, Bruton, Hale, Lightfoot, Benford
Against	Brown, Garrett, Mosley, Bruton, Hale, Lightfoot, Benford
Abstain	
Approve/ Deny/ Table	

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

FEBRUARY 21, 2023

STATE OF TEXAS *

COUNTIES OF DALLAS AND ELLIS *

CITY OF GLENN HEIGHTS *

On the 21st day of February 2023, the City Council of the City of Glenn Heights, Texas, held a City Council Work Session in the City Hall, City Council Chambers, located at 1938-C South Hampton Road, Glenn Heights, Texas, 75154, with the following members present:

CITY COUNCIL:

Sonja A. Brown	*	Mayor
Harry A. Garrett	*	Mayor Pro Tem
Sherron Mosley	*	Council Member, Place 1
Travis Bruton	*	Council Member, Place 3
Laymon M. Lightfoot*	*	Council Member, Place 5
Cornel Benford II	*	Council Member, Place 6

*Council Member Laymon M. Lightfoot arrived at 6:16 P.M.

STAFF:

David Hall	*	City Manager
Clifford Blackwell	*	Deputy City Manager
Brandi Brown	*	City Secretary
Charles Hight	*	IT Administrator
Keith Moore	*	Director of Public Safety

CONSULTANT:

Victoria Thomas	*	City Attorney's Office
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CALL TO ORDER

Mayor Sonja A. Brown called the City Council Work Session to order at 5:57 P.M., with a quorum of the City Council present.

PUBLIC COMMENT

There were no Public Comments.

AGENDA

1. Presentation and discussion regarding the Cost-of-Service study for water and wastewater rates for the City of Glenn Heights, presented by NewGen Strategies & Solutions.

David Hall, City Manager, and Clifford Blackwell, Deputy City Manager, introduced this item.

Andy McCartney, Principal, NewGen Strategies & Solutions, completed a presentation regarding the Glenn Heights Water and Wastewater Rate Study, including information about main cost drivers, capital funding, wholesale rates, the municipal cost index, financial performance under current rates for water and wastewater, residential frequency distribution for current tiers, proposed residential rates, total rate revenues by scenario, scenario bill comparison, water and wastewater residential bill impact, and next steps.

Mr. Hall, Mr. Blackwell, and Mr. McCartney answered Council's questions related to next steps, the budget and capital improvements, revenues, and city impacts.

ADJOURNMENT

Mayor Sonja A. Brown adjourned the City Council Work Session at 6:57 P.M.

Sonja A. Brown, Mayor

Attest:

Brandi Brown, City Secretary

Passed and approved on the 21st day of March 2023



AGENDA SUMMARY SHEET

March 21, 2023

CONSENT AGENDA, ITEM 2

Discuss and take action to approve the City Council Meeting Minutes of the February 21, 2023, Regular Called City Council Meeting. (Brandi Brown, City Secretary)

Motion	
Second	
For	Brown, Garrett, Mosley, Bruton, Hale, Lightfoot, Benford
Against	Brown, Garrett, Mosley, Bruton, Hale, Lightfoot, Benford
Abstain	
Approve/ Deny/ Table	

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

FEBRUARY 21, 2023

STATE OF TEXAS *

COUNTIES OF DALLAS AND ELLIS *

CITY OF GLENN HEIGHTS *

On the 21st day of February 2023, 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-C South Hampton Road, Glenn Heights, Texas, 75154, with the following members present:

CITY COUNCIL:

Sonja A. Brown	*	Mayor
Harry A. Garrett	*	Mayor Pro Tem
Sherron Mosley	*	Council Member, Place 1
Travis Bruton	*	Council Member, Place 3
Stephanne Hale	*	Council Member, Place 4
Laymon M. Lightfoot	*	Council Member, Place 5
Cornel Benford II	*	Council Member, Place 6

STAFF:

David Hall	*	City Manager
Clifford Blackwell	*	Deputy City Manager
Nick Bristow	*	Deputy Chief of Police
Brandi Brown	*	City Secretary
Charles Hight	*	IT Administrator
Keith Moore	*	Director of Public Safety
Jaynice Porter-Brathwaite	*	Human Resources Director
Nick Williams	*	Deputy Fire Chief

CONSULTANT:

Victoria Thomas	*	City Attorney's Office
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CALL TO ORDER

Mayor Sonja A. Brown called the City Council Meeting to order at 7:14 P.M., with quorum of the City Council present.

INVOCATION

Mayor Pro Tem Harry A. Garrett delivered the Invocation.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT

There were no Public Comments.

STAFF INTRODUCTIONS

Jaynice Porter-Brathwaite, Human Resources Director, introduce the following Staff:

- Isaac Valenzuela – Permit Coordinator
- Monica Salmeron – Animal Control Officer
- Quennton Johnson – Recreational Aide (Part-Time)
- Alex Cannon – Recreational Aide (Part-Time)
- Jessica Moore – Recreational Aide (Part-Time)

CONSENT AGENDA

1. Discuss and take action to approve the City Council Meeting Minutes of the February 7, 2023, Regular Called City Council Meeting. (Brandi Brown, City Secretary)

Mayor Pro Tem Harry A. Garrett made a motion to approve Consent Agenda Item 1. Council Member Travis Bruton made the second. The motion carried with the following record vote:

VOTE 7 Ayes – Brown, Garrett, Mosley, Bruton, Hale, Lightfoot, and Benford

AGENDA

1. Discuss and first reading of Ordinance O-01-23, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the City of Glenn Heights Code of Ordinances, Appendix A, "Fee Schedule", to provide waiver of Community Center Monthly Membership Fee for city employees; providing a repealing clause; providing a severability clause; and providing an effective date.

Clifford Blackwell, Deputy City Manager, introduced this item and discussed the proposed amendment to the City of Glenn Heights Code of Ordinances.

2. Discuss and take action on Resolution R-04-23, a Resolution of the City Council of the City of Glenn Heights, Texas, approving the terms and conditions of an Interlocal Agreement between the City of Glenn Heights, Texas ("City") and Dallas Area Rapid Transit ("DART") for Public Transportation System or Complementary Transportation Services; authorizing its execution by the City Manager; and providing an effective date.

Clifford Blackwell, Deputy City Manager, introduced this item and discussed the proposed Interlocal Agreement between the City of Glenn Heights and Dallas Area Rapid Transit.

Mr. Blackwell answered Council's questions related to reimbursement.

Council Member Travis Bruton made a motion to approve Resolution R-04-23, a Resolution of the City Council of the City of Glenn Heights, Texas, approving the terms and conditions of an Interlocal Agreement between the City of Glenn Heights, Texas ("City") and Dallas Area Rapid Transit ("DART") for Public Transportation System or Complementary Transportation Services; authorizing its execution by the City Manager; and providing an effective date. Council Member Sherron Mosley made the second. The motion carried with the following record vote:

VOTE 7 Ayes – Brown, Garrett, Mosley, Bruton, Hale, Lightfoot, and Benford

3. Presentation of the January 2023 Financial Reports.

Clifford Blackwell, Deputy City Manager, completed a presentation regarding the City's revenues, expenditures, and fund balances as of January 2023.

Mr. Blackwell answered Council's questions related funding accounts.

4. Presentation on 2023 Community Engagement Events.

Brandi Brown, City Secretary, introduced this item and completed a presentation regarding annual Glenn Heights events, new events added to the calendar, and communication channels used for advertising.

Ms. Brown answered Council's questions related to the Glenn Heights Connects, the Small Business Expo, Family Fest, and Movies with the Mayor.

5. Presentation of the Glenn Heights Police Department Fourth Quarter Crime Statistics Report.

Nick Bristow, Deputy Chief of Police, introduced this item and completed a presentation regarding dispatched calls, total calls, arrests and traffic data, calls by priority/response times, Group A crimes, and Group B crimes.

6. Presentation of the Glenn Heights Police Department Fourth Quarter Contact Report.

Nick Bristow, Deputy Chief of Police, introduced this item and completed a presentation regarding contact data points, including traffic stops, race and ethnicity, street address or approximate location of stops, if searches were conducted during traffic stops and the reason why, if contraband was discovered, description of contraband located, results of stops, and motor vehicle contacts and demographics.

Deputy Chief Bristow answered Council's questions related to possible language barriers during traffic stops.

Mayor Sonja A. Brown reconvened into Open Session at 8: 53 P.M.

ADJOURNMENT

Mayor Pro Tem Harry A. Garrett made a motion to adjourn. Council Member Sherron Mosley made the second. The motion carried with the following record vote:

VOTE 7 Ayes – Brown, Garrett, Mosley, Bruton, Hale, Lightfoot, and Benford

Mayor Sonja A. Brown adjourned the meeting at 7:57 P.M.

Sonja A. Brown, Mayor

Attest:

Brandi Brown, City Secretary
Passed and approved on the 21st day of March 2023



AGENDA SUMMARY SHEET

March 21, 2023

CONSENT AGENDA, ITEM 3

Discuss and take action excusing the absence of Council Member Cornel Benford II from the February 7, 2023, City Council Meetings pursuant to Code of Ordinances Section 1.02.008(a)(2). (Council Member Cornel Benford II)

Motion	
Second	
For	Brown, Garrett, Mosley, Bruton, Hale, Lightfoot, Benford
Against	Brown, Garrett, Mosley, Bruton, Hale, Lightfoot, Benford
Abstain	
Approve/ Deny/ Table	



AGENDA SUMMARY SHEET

March 21, 2023

CONSENT AGENDA, ITEM 4

Discuss and take action on Resolution R-06-23, a Resolution of the City Council of the City of Glenn Heights, Texas, approving and authorizing the City's participation in the State of Texas Opioid Lawsuit Settlements with Allergan, CVS, Walgreens and Walmart, and authorizing the City Manager to execute and submit all necessary documents, including the required subdivision participation forms; and providing an effective date. (Victoria Thomas, City Attorney)

Motion	
Second	
For	Brown, Garrett, Mosley, Bruton, Hale, Lightfoot, Benford
Against	Brown, Garrett, Mosley, Bruton, Hale, Lightfoot, Benford
Abstain	
Approve/ Deny/ Table	

CITY OF GLENN HEIGHTS, TEXAS

RESOLUTION NO. R-06-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, AUTHORIZING THE CITY'S PARTICIPATION IN THE STATE OF TEXAS OPIOID LAWSUIT SETTLEMENTS WITH ALLERGAN, CVS, WALGREENS AND WALMART AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND SUBMIT ALL NECESSARY DOCUMENTS, INCLUDING THE REQUIRED SUBDIVISION PARTICIPATION FORMS; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the City of Glenn Heights received notice that the Office of the Attorney General has now reached settlements with the pharmaceutical manufacturer Allergan and with CVS, Walgreens and Walmart; and

WHEREAS, the proposed settlements require Allergan to pay \$135 million, CVS to pay \$304 million, Walgreens to pay \$340 million, and Walmart to pay \$170 million to Texas and its political subdivisions who elect to participate, with the vast majority of the settlement funds earmarked for use by Texas and the political subdivisions to remediate and abate the impact of the opioid crisis; and

WHEREAS, the City of Glenn Heights can participate in each of these settlements by submitting to the Office of the Texas Attorney General the respective Texas Subdivision Participation Forms, attached hereto collectively as Exhibit "A"; and

WHEREAS, the City Council of the City of Glenn Heights, Texas, finds there is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City of Glenn Heights and that it serves the best interest of the citizens of Glenn Heights to approve the City's participation in the referenced settlements.

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

SECTION 1. Participation by the City of Glenn Heights in the State of Texas opioid lawsuit settlements with Allergan, CVS, Walgreens and Walmart is hereby approved and the City Manager is hereby authorized on behalf of the City to prepare and submit all documents necessary for such participation, including the Subdivision Participation Forms attached hereto and incorporated herein by this reference as Exhibit "A".

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

PASSED AND APPROVED THIS 21ST DAY OF MARCH 2023.

APPROVED:

Sonja A. Brown, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(030323vwtTM133890))

Exhibit A

[Subdivision Participation Forms for Allergan, CVS, Walgreens
and Walmart Opioid Settlements]

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Governmental Entity: City of Glenn Heights	State: TX
Authorized Official: David Hall, JD, City Manager	
Address 1: 1938-C S Hampton Road	
Address 2:	
City, State, Zip: Glenn Heights, TX 75154	
Phone: (972) 223-1690, ext. 125	
Email: david.hall@glennheightstx.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at [link to national settlement website page to be provided].
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would

materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: David Hall, JD

Title: City Manager

Date: _____

EXHIBIT K¹

Subdivision Participation and Release Form

Governmental Entity: City of Glenn Heights	State: TX
Authorized Official: David Hall, JD, City Manager	
Address 1: 1938-C S Hampton Road	
Address 2:	
City, State, Zip: Glenn Heights, TX 75154	
Phone: (972) 223-1690, ext. 125	
Email: david.hall@glennheightstx.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 2, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [website link to national settlement website to be provided].
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role

¹ As of December 8, 2022.

as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.

7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.

11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: David Hall, JD

Title: City Manager

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

[Draft]

Governmental Entity: City of Glenn Heights	State: TX
Authorized Official: David Hall, JD, City Manager	
Address 1: 1938-C S Hampton Road	
Address 2:	
City, State, Zip: Glenn Heights, TX 75154	
Phone: (972) 223-1690, ext. 125	
Email: david.hall@glennheightstx.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December [], 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [website link to national settlement website to be provided].
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance,

oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: David Hall, JD

Title: City Manager

Date: _____

EXHIBIT K

Subdivision Participation Form

Governmental Entity: City of Glenn Heights	State: TX
Authorized Official: David Hall, JD, City Manager	
Address 1: 1938-C S Hampton Road	
Address 2:	
City, State, Zip: Glenn Heights, TX 75154	
Phone: (972) 223-1690, ext. 125	
Email: david.hall@glennheightstx.gov	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards,

commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: David Hall, JD

Title: City Manager

Date: _____



AGENDA SUMMARY SHEET

March 21, 2023

AGENDA, ITEM 1

Discuss and take action on Ordinance O-01-23, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the City of Glenn Heights Code of Ordinances, Appendix A, "Fee Schedule", to provide waiver of Community Center Monthly Membership Fee for city employees; providing a repealing clause; providing a severability clause; and providing an effective date. (Second Reading) (Clifford Blackwell, Deputy City Manager)

Motion	
Second	
For	Brown, Garrett, Mosley, Bruton, Hale, Lightfoot, Benford
Against	Brown, Garrett, Mosley, Bruton, Hale, Lightfoot, Benford
Abstain	
Approve/ Deny/ Table	

ORDINANCE NO. O-01-23

AN ORDINANCE OF THE CITY OF GLENN HEIGHTS, TEXAS, AMENDING THE CITY OF GLENN HEIGHTS CODE OF ORDINANCES, APPENDIX A, "FEE SCHEDULE" TO PROVIDE WAIVER OF COMMUNITY CENTER MONTHLY MEMBERSHIP FEE FOR CITY EMPLOYEES; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the existing fees for services offered by the City of Glenn Heights are set forth in the City's Code of Ordinances at Appendix A, "Fee Schedule"; and

WHEREAS, City staff has recommended that the fees charged for monthly membership to the Community Center be waived for currently employed full-time and part-time City employees; and

WHEREAS, the City Council has determined that it is in the best interest of the health, safety and public interest of the residents and businesses within the City to amend the Fee Schedule to reflect the proposed fee waiver for City employees as more particularly set forth herein.

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

SECTION 1. Appendix A, "Fee Schedule," of the City of Glenn Heights Code of Ordinances is hereby amended by amending Section A12.001, "Parks and Recreation", at its subsection (c), "Community Center Membership Fees" to read as follows:

“(c) Community Center Membership Fees:

- | | |
|---|----------|
| (1) Monthly Membership Resident Senior (age 55+)/Military | \$ 15.00 |
| (2) Monthly Membership Single Adult -Resident | \$ 20.00 |
| (3) Monthly Membership – Single Adult Nonresident | \$ 40.00 |
| (4) Monthly Membership Family- Resident | \$ 40.00 |
| (5) Monthly Membership Family – Nonresident | \$ 80.00 |
| (6) Annual Membership Single Adult – Resident | \$200.00 |
| (7) Annual Membership Single Adult – Nonresident | \$400.00 |
| (8) Annual Membership Family – Resident | \$400.00 |
| (9) Annual Membership Family – Nonresident | \$800.00 |
| (10) Youth Room Fee | \$ 3.00 |

*For purposes of this subsection (d), "Family" means persons who live in the same household and who are related by blood or marriage, such that they may be claimed as a spouse, domestic partner, or dependent.

The monthly membership fee will be waived for any currently employed, full-time or part-time employee of the City of Glenn Heights. The waiver does not apply to family memberships.”

SECTION 3. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

SECTION 4. 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 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 5. This Ordinance and the fees established herein shall take effect upon passage. Of this Ordinance.

DULY PASSED by the City Council of the City of Glenn Heights, Texas on this the ____ day of March, 2023.

APPROVED:

Sonja Brown, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(021423vwtTM)



AGENDA SUMMARY SHEET

March 21, 2023

AGENDA, ITEM 2

Presentation of the Glenn Heights Police Department 2022 Annual Contact Report. (Nick Bristow, Deputy Chief of Police)

Motion	
Second	
For	Brown, Garrett, Mosley, Bruton, Hale, Lightfoot, Benford
Against	Brown, Garrett, Mosley, Bruton, Hale, Lightfoot, Benford
Abstain	
Approve/ Deny/ Table	



AGENDA SUMMARY SHEET

March 21, 2023

AGENDA, ITEM 3

Discuss and take action on Resolution R-05-23, a Resolution of the City Council of the City of Glenn Heights, Texas, approving and authorizing the City Manager to negotiate and execute the terms and conditions of an Agreement For Professional Services between the City of Glenn Heights and MW Group, LLC for property acquisition services; and providing for an effective date. (David Hall, City Manager)

Motion	
Second	
For	Brown, Garrett, Mosley, Bruton, Hale, Lightfoot, Benford
Against	Brown, Garrett, Mosley, Bruton, Hale, Lightfoot, Benford
Abstain	
Approve/ Deny/ Table	

**CITY OF GLENN HEIGHTS, TEXAS
RESOLUTION NO. R-05-23**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF GLENN HEIGHTS AND MW GROUP, LLC FOR PROPERTY ACQUISITION SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City will be required to acquire various property interests (easements, temporary construction easements, and/or fee simple title to property) in connection with the Bear Creek Road Expansion Project; and

WHEREAS, the MW Group, LLC is willing to provide the required property acquisition services; and

WHEREAS, City staff has recommended engaging MW Group, LLC to provide said services which, the City Council finds, would be in the best interest of the citizens of the City.

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

SECTION 1. The City Manager is hereby authorized to negotiate and execute, on behalf of the City, a Professional Services Agreement with MW Group, LLC for provision of property acquisition services for the Bear Creek Road Expansion Project, said agreement to be in substantially the form of that attached hereto as Exhibit "A"

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Glenn Heights, Texas, this the 21st day of March 2023.

CITY OF GLENN HEIGHTS, TEXAS

Sonja A. Brown, Mayor

ATTEST:

APPROVED AS TO FORM:

Brandi Brown, City Secretary

Victoria W. Thomas, City Attorney
(030123vwtTM133851)

EXHIBIT “A”
[Agreement for Professional Services with
MW Group, LLC]

STATE OF TEXAS §
 § **AGREEMENT FOR PROFESSIONAL SERVICES**
COUNTY OF DALLAS §

This Agreement for Professional Services (“Agreement”) is made by and between the City of Glenn Heights, Texas (“City”) and MW Group, LLC, a Texas limited liability company (“Professional”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires in connection with the Bear Creek Road Expansion Project (the “Project”) to engage the services of the Professional as an independent contractor, and not as an employee, to provide the property acquisition services described in Exhibit “A” (the “Scope of Services”) on the terms and conditions set forth in this Agreement to assist the City in the acquisition of properties identified and described in Exhibit “B” (the “Project Properties”); and

WHEREAS, the Professional desires to render said professional services for the City on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which 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 deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, notes, photographs, and other items provided to or prepared by the Professional in connection with this Agreement and/or the services provided hereunder. 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 Services

2.1 The Professional shall perform and provide the property acquisition services described in Exhibit “A” (the “Scope of Services”) on the terms and conditions set forth in this Agreement the Bear Creek Road Expansion Project (the “Project”) to facilitate the City’s acquisition of properties identified and described in Exhibit “B” (the “Project Properties”) in

connection with the Bear Creek Road Expansion Project (the “Project”) on the terms and conditions set forth in this Agreement and as an independent contractor and not as an employee of the City.

2.2 The City shall, prior to commencement of services, provide the Professional with the information set forth in Exhibit “C”, if any.

2.3 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

2.4 Upon execution of this Agreement, the City has the right to use the Professional’s instruments of service for any and all purposes and upon payment of all amounts due Professional hereunder, all materials prepared by the Professional in connection with this Agreement shall become the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such materials for any purpose. Professional shall upon completion of the services, or earlier termination, provide the City with all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, notes, photographs, and other items provided to or prepared by the Professional in connection with this Agreement and/or the services provided hereunder.

Article III Compensation and Method of Payment

3.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in Exhibit “D” (the “Compensation Schedule”). Unless otherwise provided herein, payment to the Professional shall be monthly based on the Professional’s monthly progress report and detailed monthly itemized statement for services that details the property acquisitions concluded during the preceding month and, with regard to additional services, the names of the Professional’s employees, agents, contractors performing the services, the time worked, the actual services performed, the rate charged for such service, reimbursable expenses, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Each monthly statement shall additionally indicate the total amount of fees earned to-date. Monthly statements shall include supporting itemized receipts, invoices, and documentation for all additional services and reimbursable expenses. The City shall pay such monthly statements within thirty (30) days after receipt and verification of the services and expenses unless otherwise provided herein.

3.2 Unless otherwise provided in Exhibit “B” the Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

Article IV Devotion of Time; Personnel; and Equipment

4.1 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.

4.2 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. Unless expressly noted on Exhibit A, the cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder and is not an additional expense, and shall not otherwise be reimbursed by the City unless provided differently herein.

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

4.4 The Professional shall submit monthly progress reports and attend progress meetings scheduled by the City 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 during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

Article V Miscellaneous

5.1 Entire Agreement. This Agreement, including its exhibits, which are incorporated herein by this reference, 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.

5.2 Assignment. The Professional may not assign this Agreement without the prior written consent of the 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.

5.3 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.

5.4 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 available

immunities provided by law, the Parties agree to submit to the personal and subject matter jurisdiction of said court.

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

5.6 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.

5.7 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.

5.8 Right-of-Access. In performing or providing the services under this Agreement, the Professional shall not enter onto private property without lawful right-of-access. The Professional will take reasonable precautions to minimize damage to the private and public property in the performance of such services.

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

If intended for City:

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

With Copy to:

Victoria W. Thomas.
Nichols Jackson LLP
1800 Ross Tower
500 North Akard
Dallas, Texas 75201

If intended for Professional:

MW Group, LLC
Attn: Marlon Goff

5.10 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 insuring against all claims, demands or actions relating to the Professional'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; (ii) policy of automobile liability insurance covering any vehicles owned 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 \$500,000.00 combined single limit and aggregate for bodily injury and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employer's Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limits of not less than \$500,000.00; and (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.
- (b) All policies of insurance shall be endorsed and contain the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Worker's Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the City for cancellation of the insurance; (3) 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. Professional shall provide written notice to the City of any material change of or to the insurance required herein.
- (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.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by the City.

5.11 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 THE PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL 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 TO THE EXTENT ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE 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 TO THE EXTENT CAUSED BY THE PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CITY, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION.) THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

5.12 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.

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

(Signature pages to follow)

EXECUTED this _____ day of _____, 2023.

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
(030123vwtTM133850)

EXECUTED this _____ day of _____, 2023.

MW Group, LLC

By: _____
Marlon Goff, Managing Member

**Exhibit “A”
Scope of Services**

Services to Be Performed by Professional:

- A. Professional will provide professional real property negotiation and acquisition services necessary to acquire the property identified on Exhibit “B” (the “Project Property”) which properties may include easements, temporary construction easements, and/or fee simple purchases of entire parcels of property. Professional will provide a good faith effort to acquire all Project Property through a negotiation process that conforms to all applicable City, State, and Federal laws governing the acquisition of Real Property.
- B. Professional will attempt to acquire the properties by donation. If this attempt is not successful, Professional will be responsible for providing the City the assessed tax value of each parcel determined by the appropriate County Appraisal District. Based on the assessed values, his review of these values and his general knowledge of factors affecting real estate values, Professional will submit to the City Manager a Broker’s Opinion of Value and a recommended range of just compensation to be offered for the parcels to be acquired.
- C. When requested by City, Professional will have prepared an appraisal, with accompanying written appraisal report for any property identified on Exhibit “B” (any Project Property). Professional shall use state certified appraisers to prepare the written appraisal reports. The amount to be paid for such appraisals shall be subject to prior written approval by the City Manager of the City. Each appraisal will be reviewed by the Professional for accuracy and adherence to sound appraisal principles. The appraisals will be submitted to the City with a recommendation as to the amount of just compensation to be offered for the purchase of each property. The City shall be invoiced for the cost of such appraisals in addition to Professional’s fee for services rendered as a part of this Scope of Services.
- D. Professional is responsible for providing recommendations to the City Manager and will be available to provide input to this value decision; however the final determination is the sole responsibility of the City, which will be communicated to Professional by the City Manager.
- E. Professional will provide the services of qualified rights-of-way agents to secure the Project Property to be acquired. Professional will negotiate on behalf of the City and will provide the property owner a copy of the Landowner’s Bill of Rights, the easement or other document by which title to the Property is proposed to be acquired, and the most recent approved appraisal, if any, or a copy of the just compensation determination. Professional will utilize the conveyance documents and other necessary forms as prescribed or approved by the City.

- F. Professional will make no more than six contacts with the property owner or his authorized representative. If Professional believes more than six contacts are necessary, Professional shall receive prior authorization from the City Manager before making such additional contacts with the property owner or his representative. Usually no more than six contacts are necessary to reach an agreement or to determine that further negotiations will be non-productive and that Eminent Domain actions will be necessary to acquire the property.
- G. The initial offer made to the property owner shall be the value approved pursuant to the provisions of this Scope of Services. In the event of counter offers and/or changes in documents requested by the property owners, Professional shall review and make recommendations to the City for its consideration. City must approve such counter offers before Professional or its agents will be authorized to agree to the requested changes.
- H. At the time negotiations are successfully concluded, Professional will make arrangements for the closing of the transaction. The payment to the property owner and the closing procedures will be in compliance with the procedures defined in this Scope of Services.
- I. In the event these good faith efforts fail to produce a satisfactorily negotiated transaction, Professional will recommend to the City that the City use its power of Eminent Domain to acquire the appropriate interests. Upon approval of the City Manager, Professional will send a final offer letter to the property owner.
- J. Closing Procedures to be used: Professional will coordinate and make all arrangements for escrow, title, closing and recordation services. If a title company is used, Professional will coordinate the required flow of information. Upon the City's request and authorization, Professional shall perform curative services to clear the exceptions listed in the title commitment. If a title company is not used, Professional will provide City with signed documents, and the City will either mail or the agent will deliver a check to the property owner.
- K. Condemnation: After the final offer letter has been submitted, if requested by the City, Professional will prepare and furnish to the City Attorney a "file package" consisting of the legal description of the Property, survey of the Property, any Project sketches, right-of-way agent reports, appraisal reports, appraisal district information, compensation determination documents, final offer letter, and other information for the City Attorney's use in the required condemnation action. Upon the City's request, Professional will provide the necessary services to assist the City and/or the City Attorney with the following tasks in support of the City's use of its power of Eminent Domain in acquiring the required property interests:

- a. **Updated Appraisal:** Professional will be responsible for providing all services necessary for securing an updated appraisal for each parcel to be condemned if requested by City.
 - b. **Updated Title Information:** Professional be responsible for providing all services necessary for securing updated title information for each parcel to be condemned.
 - c. **Valuation Testimony:** Professional will provide coordination for witnesses to present valuation testimony and testimony regarding negotiation efforts at the Special Commissioner's hearings or any trial proceedings and for the preparation of the testimony.
- L. **Documentation:** A general file will be established for the Project assigned to Professional and a separate property file will be established for each of the properties to be acquired. The general file will consist of all communications in connection with the Project that are not parcel/property specific. The property file for each property will contain records of all written and verbal communications regarding that specific property. Upon completion of the project the supporting files will be submitted to the City.

Written documentation will be maintained for each property including, at a minimum by the name, address and telephone number of the property owner and, if applicable, the tenant, the property owner's verification of title information, the authorized negotiating price including the documentation utilized therein, and a copy of the conveyance and curative documents. Any and all contacts and conversations with the property owner or his representative will be documented with a written detailed report placed in the property file.

Professional will provide consulting services regarding the acquisitions and Project Properties and will attend all required meetings and video conferences relating to acquisition matters and provide all necessary tracking or clerical tasks associated with the provision of services under this Agreement.

- M. Relocation Assistance Services. Professional will provide relocation assistance services in accordance with all local, state and federal laws, including services for displaced homeowners and tenants of residential dwellings and businesses. The Professional will inspect each proposed acquisition site to determine if any relocation assistance may be required. If relocation assistance is required, at the appropriate time, Professional will contact the potential displace to conduct a personal interview to include: determination of eligibility, classification of relocation type, and explanation of benefits and relocation assistance program. Professional will begin to identify any unique relocation assistance problems requiring special consideration and update the City as to possible problems and proposed solutions for displaces. Professional will physically inspect the property to determine if buildings or structures are occupied, vacant, or if personal property is located thereon.

- N. For potentially eligible relocations, a Notice of Eligibility will be prepared by Professional for each displace indicating the following:
- a. The date initiation of negotiations occurred.
 - b. That they may be eligible to receive relocation benefits;
 - c. That business displaces must provide reasonable advance notice of their move date, moving options and access for reasonable and timely inspections to monitor the move to the new location;
 - d. That the occupant will receive written notice to vacate no less than ninety (90) days before displacement is required. When a ninety (90) day notice is given at the beginning of negotiations and a specific date is not included, a subsequent thirty (30) day written notice will be given with a specific date. If the occupant moves and vacates the property at least thirty (30) days in advance of the time the property will be needed by the City, no thirty (30) day notice is required.
 - e. The name and telephone number of the Professional.
- O. For each Notice of Eligibility, every effort will be made to personally deliver the notice to each eligible displace within ten (10) working days of the initiation of negotiations. If personal delivery cannot be made, the Notice of Eligibility will be sent by certified mail, return receipt requested or by courier service that confirms receipt of delivery. When the notice is mailed, the Professional shall attempt to personally contact the displace as soon as feasible. A log will be maintained of all contacts with the displace indicating the date of the contact and a brief summary of the discussion.
- P. Professional shall provide a 30-day notice once property has been acquired by City. Professional will notify the City Manager immediately if displace does not move/vacate after the 30-day notice expires.
- Q. An inspection of the replacement housing will be performed by Professional to determine that it is decent, safe and sanitary and complies with City and State law and policies. Professional will prepare and submit Replacement Housing Inspection forms to the City.

Exhibit “B”
Project Properties to Be Acquired

ROW PROJECT - E BEAR CREEK CORRIDOR

Map ID	PROPERTY ADDRESS:
1	1643 HAMPTON RD
2	101 E BEAR CREEK RD
3	111 E BEAR CREEK RD
4	117 E BEAR CREEK RD
5	121 E BEAR CREEK RD
6	129 E BEAR CREEK RD
7	139 E BEAR CREEK RD
8	151 E BEAR CREEK RD
9	205 E BEAR CREEK RD
10	133 E BEAR CREEK RD
11	223 E BEAR CREEK RD
12	305 E BEAR CREEK RD
13	1638 GLENN LN
14	311 E BEAR CREEK RD
15	331 E BEAR CREEK RD
16	401 E BEAR CREEK RD
17	411 E BEAR CREEK RD
18	501 E BEAR CREEK RD
19	501 E BEAR CREEK RD
20	503 E BEAR CREEK RD
21	511 E BEAR CREEK RD
22	499 E BEAR CREEK RD
23	735 E BEAR CREEK RD
24	821 E BEAR CREEK RD
25	825 E BEAR CREEK RD
26	826 BREANNA WAY
27	915 E BEAR CREEK RD
28	999999 E BEAR CREEK RD, SUITE A
29	1215 E BEAR CREEK RD
30	13 BROOKSIDE DR
31	12 BROOKSIDE DR
32	1303 E BEAR CREEK RD
33	1324 BROOKSIDE DR
34	1601 S IH 35
35	1800 S I-35E
36	2520 S IH 35E
37	1701 S BECKLEY RD
38	1308 E BEAR CREEK RD
39	1709 S BECKLEY RD
40	1200 E BEAR CREEK RD
41	1172 E BEAR CREEK RD
42	1162 E BEAR CREEK RD

43	1152 E BEAR CREEK RD
44	1142 E BEAR CREEK RD
45	1132 E BEAR CREEK RD
46	1122 E BEAR CREEK RD
47	1112 E BEAR CREEK RD
48	1102 E BEAR CREEK RD
49	1703 CREEK VIEW DR
50	1700 CARRINGTON DR
51	1701 BLAKE DR
52	1704 BLAKE DR
53	1703 DYNASTY DR
54	1470 BEAR CREEK RD
55	916 E BEAR CREEK RD
56	936 E BEAR CREEK RD
57	932 E BEAR CREEK RD
58	818 E BEAR CREEK RD
59	814 E BEAR CREEK RD
60	924 E BEAR CREEK RD
61	1702 JENKINS
62	1703 JENKINS
63	600 E BEAR CREEK RD
64	604 E BEAR CREEK RD
65	610 E BEAR CREEK RD
66	504 E BEAR CREEK RD
67	550 E BEAR CREEK RD
68	512 E BEAR CREEK RD
69	600 E BEAR CREEK RD
70	402 E BEAR CREEK RD
71	400 E BEAR CREEK RD
72	300 E BEAR CREEK RD
73	312 E BEAR CREEK RD
74	306 BEAR CREEK RD
75	300 BEAR CREEK RD
76	1705 GLENN LN
77	216 E BEAR CREEK RD
78	212 E BEAR CREEK RD
79	128 E BEAR CREEK RD
80	124 E BEAR CREEK RD
81	120 E BEAR CREEK RD
82	116 E BEAR CREEK RD
83	1710 HAMPTON RD, Suite B
84	1701 HAMPTON RD

Exhibit “C”
Information to be provided by City to Professional

City shall provide the following to Professional:

- A. City shall provide the Professional with available information and criteria requirements for the Project including but not limited to legal description and survey of the Project Properties identified in Exhibit “B” and deeds or easement documents for each Project Property.
- B. In the event a property owner and/or a tenant on any property will not grant right-of-entry for surveying or other required activities, legal proceedings may be necessary to obtain this right-of-entry. The City is responsible for conducting any legal proceedings required to obtain right-of-entry. Professional shall in no way be responsible for the City or its representative entering onto private property.
- C. City shall have complete control of the services to be rendered and no work shall be done under this contract until the Professional is instructed in writing to proceed.

All information and other data provided to, prepared, or assembled by Professional under this Agreement and other related items shall become the sole property of City and shall be delivered to City, without restriction on future use. Professional may make copies of any and all documents and items for its files.

Exhibit “C” Compensation Schedule

Payment for Services

- A. The Professional will be paid a total of One Thousand, Seven Hundred, Fifty and No/100 (\$1,750.00) Dollars upon completion of the acquisition of each property identified as a Project Property on Exhibit “B”. Completion of the acquisition shall be that point where the City has acquired title or the City Attorney's office has taken control of the process for Eminent Domain action. Acquisition shall be considered completed for any parcels which have been assigned to the Professional for acquisition and which are subsequently deleted by the City, provided Professional has begun to provide the services identified in Exhibit “A” for that property. Professional shall submit an invoice at the end of each month for payment of services or may elect to receive compensation for a particular property at the closing for that property.
- B. In the event Eminent Domain proceedings are required, the hourly rate for such Time spent preparing for or providing testimony shall, after prior approval by City, be billed at the hourly rate of per hour. Professional shall provide a detailed description of such services and shall record and bill in a minimum increment of 0.10 hours.
- C. Nothing contained in this this Agreement shall require the City to pay for any work which is unsatisfactory as reasonably determined by the City Manager or which is not submitted in compliance with the terms of this Agreement. City shall not be required to make any payments to the Professional when the Professional is in default under this Agreement nor shall this paragraph constitute a waiver of any right, at law or in equity, which City may have if Professional is in default, including the right to bring legal action for damages or for specific performance of this Agreement.

Relocation Assistance Services

For any Project Property requiring Professional to provide relocation assistance services, Professional shall be paid three (3%) percent of the total cost of acquisition of the Property at the closing for said property as compensation for the relocation assistance services.

Additional Services

The following additional services are offered by or can be obtained through Professional for compensation rates to be negotiated at the time the City contracts for said services:

1. Title Company Services (Title policy, etc.)

2. Property Appraisal/Appraisal Reports/Appraisal Review
3. Property Closing/Escrow/Settlement
4. Provision of documents such as tax certificate
5. Document recordation

City may, at its sole discretion, request any of the additional services set forth above. The costs for any additional services shall be mutually agreed upon by City and Professional and/or the party providing said services prior to commencement of provision of the additional services.



AGENDA SUMMARY SHEET

March 21, 2023

EXECUTIVE SESSION

1. The City Council shall convene into Executive Session:
 - A. pursuant to Texas Government Code Section 551.071(2) –Consultation with City Attorney to seek legal advice related to development of the All-Abilities Park.
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(2) –Consultation with City Attorney to seek legal advice related to development of the All-Abilities Park.

Motion	
Second	
For	Brown, Garrett, Mosley, Bruton, Hale, Lightfoot, Benford
Against	Brown, Garrett, Mosley, Bruton, Hale, Lightfoot, Benford
Abstain	
Approve/ Deny/ Table	
