



**NOTICE AND AGENDA
CITY COUNCIL
TUESDAY, MAY 4, 2021 7:00 PM
REGULAR CITY COUNCIL MEETING**

Notice is hereby given that the City of Glenn Heights City Council will hold a Regular City Council Meeting on Tuesday, May 4, 2021, beginning at 7:00 P.M. in the City Hall, City Council Chambers, located at 1938 South Hampton Road, Glenn Heights, Texas, 75154, as prescribed by Vernon's Texas Civil Statutes, Government Code Section §551.041, to consider and possibly take action on the following agenda items. Items do not have to be taken in the same order as shown in this meeting Notice and Agenda.

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

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

For those attending the City Council Meeting, please expect the following:

- Forehead temperature scan prior to entry (<100.4 for entry)
- Social distanced seating for the audience
- Face mask required to cover nose and mouth, except when addressing City Council during the Public Comment or Public Hearing portions of the meeting, or if completing a presentation

CALL TO ORDER

INVOCATION – Council Member Machanta Newson

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

PROCLAMATIONS

- Cinco de Mayo, May 5, 2021
- National Day of Prayer, May 6, 2021
- Mother's Day, May 9, 2021
- National Emergency Medical Services Week, May 16-22, 2021

STAFF INTRODUCTIONS - Jaynice Porter-Brathwaite, Human Resources Director

CONSENT AGENDA

1. Discuss and take action to approve the City Council Meeting Minutes of the April 13, 2021, Special Called City Council Meeting. (Brandi Brown, City Secretary)
2. Discuss and take action to approve the City Council Meeting Minutes of the April 20, 2021, Regular Called City Council Meeting. (Brandi Brown, City Secretary)
3. Discuss and take action to approve Ordinance O-07-21, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Code of Ordinances of the City of Glenn Heights by amending Chapter 15, "Development Regulations", Article 15.01 "Sign Regulations", Division 3 "Different Sign Types" by amending Section 15.01.062 "Permanent Signs - Attached" at its Subsection (A-2) and by amending Section 15.01.063 "Permanent Signs - Detached" at its Subsections (A) and (A-1); providing a repealing clause, providing a severability clause, and providing an effective date. (Second Reading) (Miamouni Hines, City Planner)

AGENDA

1. Discuss and take action to approve the Citizens Police Advisory Committee Appointees. (Lucas Benson, Interim Chief of Police)
2. Discuss and take action on Resolution R-11-21, a Resolution of the City Council of the City of Glenn Heights, Texas, authorizing the establishment, funding, and implementation of the Winter Storm 2021 Home Repair Incentive Program, to be funded in the total amount of \$250,000.00, for the purpose of providing a one-time grant up to a maximum grant amount of \$500 to owners of homes located in the City of Glenn Heights that suffered water damage due to Winter Storm 2021, said program to be managed by the City's Office of Community Engagement; and providing an effective date. (Council Member Shaunte L. Allen)
3. Discuss and take action on Resolution R-13-21, a Resolution of the City Council of the City of Glenn Heights, Texas, authorizing the establishment, funding, and implementation of the Winter Storm 2021 Senior Residents Home Repair Incentive Program, to be funded in the total amount of \$200,000.00, for the purpose of providing a one-time grant up to a maximum grant amount of \$200 to senior owners of homes located in the City of Glenn Heights that suffered water damage due to Winter Storm 2021, said program to be managed by the City's Office of Community Engagement; and providing an effective date. (Mayor Pro Tem Sonja A. Brown)

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, April 30, 2021.

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

**Cinco de Mayo
May 5, 2021**

WHEREAS, Cinco de Mayo commemorates Mexico's May 5, 1862, victory over the French at the Battle of Puebla during the Franco-Mexican War (1861-1867), which began when the French invaded Mexico in 1861. France's intention was to establish dominance in Mexico while the United States was preoccupied with the Civil War and then to provide military support to the Confederate cause; and

WHEREAS, the first Cinco de Mayo celebrations were held by Mexican-Americans living in California during the American Civil War, but were not so much "celebrations", but rather political rallies held for the purpose of generating support for Mexico during the Franco-Mexican War. Although Cinco de Mayo was observed throughout the remainder of the 19th and the first third of the 20th centuries, true celebrations begin after President Franklin D. Roosevelt enacted the "Good Neighbor Policy" in 1933, which was geared toward improving relations with Latin American countries. Cinco de Mayo's purpose was to function as a bridge between the U.S. and Mexican cultures. Its popularity grew in the 1960s when Mexican-Americans embraced it as a means of building their cultural pride; and

WHEREAS, Cinco de Mayo became an official U.S. Holiday in 2005, when the United States Congress declared it as such and called upon the President of the United States to issue a proclamation that Americans should observe the day by celebrating Mexico's freedom from France and the Mexican-American heritage.

NOW, THEREFORE, I, Harry A. Garrett, Mayor of the City of Glenn Heights, Texas, do hereby proclaim May 5, 2021, as **Cinco de Mayo**, and encourage all citizens of Glenn Heights to observe this day with appropriate ceremonies and activities.

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

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

PROCLAMATION



Office of the Mayor ▪ City of Glenn Heights

National Day of Prayer May 6, 2021

WHEREAS, when women and men of all backgrounds and beliefs are free to practice their faiths without fear or coercion, it bolsters our religious communities and helps to lift up diverse and vibrant societies throughout our world. In America, our Nation is stronger because we welcome and respect people of all faiths, and because we protect the fundamental right of all peoples to practice their faith how they choose, to change their faith, or to practice no faith at all, and to do so free from persecution and discrimination; and

WHEREAS, for many of us, prayer is an important expression of faith – an essential act of worship and a daily discipline that allows reflection, provides guidance, and offers solace. Through prayer we find the strength to do God’s work: to feed the hungry, care for the poor, comfort the afflicted, and make peace where there is strife; and

WHEREAS, in the face of tremendous challenges, prayer is a powerful force for peace, justice, and a brighter, more hopeful tomorrow. On National Day of Prayer, as we join together in fellowship, we seek to see our own reflection in the struggle of others, to be our brothers’ and sisters’ keepers, and to keep faith – in one another, in the promise of our Nation, and in the Almighty.

NOW, THEREFORE, I, Harry A. Garrett, Mayor of the City of Glenn Heights, Texas, do hereby, proclaim May 6, 2021, as **National Day of Prayer**. I invite the citizens of our City to give thanks, in accordance with their own faiths and consciences, for our many freedoms and blessings, and I join all people of faith in asking for God’s continued guidance, mercy, and protection as we seek a more just world.

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

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

PROCLAMATION



Office of the Mayor • City of Glenn Heights

Mother's Day May 9, 2021

WHEREAS, for more than a century, Americans have set aside the second Sunday in May to honor, celebrate, and thank the inspirational mothers in our lives. In 1914, the Congress, by joint resolution (38 Stat. 770), designated this day as Mother's Day and requested the President to call for its appropriate observance. Today, we recognize mothers everywhere who inspire us to dream big and to never give up; and

WHEREAS, even in our lowest moments, mothers see the best in their children. Through their guidance and unwavering love, they prepare us for the challenges of adulthood and provide us with the confidence we need to reach our full potential. They are some of the best examples of everyday heroes, and their consistent devotion to family and grace under pressure too often go overlooked. At any stage in life, we find comfort in knowing that we can call on our mothers and grandmothers or reflect on our wonderful memories of them to find wisdom and strength; and

WHEREAS, on this Mother's Day, we pay tribute to our mothers, whether we are their children by birth, adoption, or foster care, for their devotion to seeing us lead happy and successful lives. Today, and every day, let us ensure that our mothers know and feel our deep gratitude for the gift of life and for their unmatched sacrifices to strengthen our families and our City.

NOW, THEREFORE, I, Harry A. Garrett, Mayor of the City of Glenn Heights, Texas, do hereby, proclaim May 9, 2021, as **Mother's Day**. I encourage all citizens to express their love and respect for their mothers or beloved mother figures, whether with us in person or in spirit, and to reflect on the importance of motherhood to the prosperity of our families and community.

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

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

PROCLAMATION



Office of the Mayor ▪ City of Glenn Heights

National Emergency Medical Services Week
May 16-22, 2021



This Is EMS: Caring for Our Communities

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, and access to quality emergency care, which dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services has grown to fill a gap by providing important out of hospital care, including preventative medicine, follow-up care, and access to telemedicine, as the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.

NOW, THEREFORE, I, Harry A. Garrett, Mayor of the City of Glenn Heights, Texas, do hereby proclaim the week of May 16-22, 2021, as **Emergency Medical Services Week**. With the EMS Strong theme, This Is EMS: Caring for Our Communities, I encourage the community to observe this week with appropriate programs, ceremonies, and activities.

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

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



AGENDA SUMMARY SHEET

May 4, 2021

CONSENT AGENDA, ITEM 1

Discuss and take action to approve the City Council Meeting Minutes of the April 13, 2021, Special Called City Council Meeting. (Brandi Brown, City Secretary)

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

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

APRIL 13, 2021

STATE OF TEXAS *

COUNTIES OF DALLAS AND ELLIS *

CITY OF GLENN HEIGHTS *

On the 13th day of April 2021, the City Council of the City of Glenn Heights, Texas and the DeSoto ISD Board of Directors, met in a Joint Special Called City Council Meeting via telephone and video conference with the following members present:

CITY COUNCIL:

Harry A. Garrett	*	Mayor
Sonja A. Brown	*	Mayor Pro Tem
Emma Ipaye	*	Council Member
Travis Bruton	*	Council Member
Alisha M. Brown	*	Council Member
Shaunte L. Allen	*	Council Member
Machanta Newson	*	Council Member

BOARD OF TRUSTEES:

Amanda Sargent	*	President
DeAndrea Fleming	*	Vice President
Abe Cooper, Jr.	*	Secretary
Cynthia Watson-Banks	*	Trustee
Dr. Tiffany Clark	*	Trustee

SUPERINTENDENT AND CABINET MEMBERS:

Dr. D'Andre Weaver	*	Superintendent
Mia Stroy	*	Chief of Human Resources
Dr. Mya Asberry	*	Chief Academic Officer

STAFF:

David Hall	*	City Manager
Michael Rogers	*	Deputy City Manager
Brandi Brown	*	City Secretary
Marlon Goff	*	Planning and Development Director
Byron Hardy	*	IT Administrator
Lauren Lewis	*	Community Engagement Administrator
Keith Moore	*	Fire Chief

CALL TO ORDER

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

INVOCATION

Keith Moore, Fire Chief, City of Glenn Heights, delivered the Invocation.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT

Mayor Pro Tem Sonja A. Brown, 1938 South Hampton Road, Glenn Heights, TX, 75154: shared information regarding the Best Southwest Partnership (BSWP) Mayoral Scholarship.

AGENDA

1. Joint discussion between the City Council of the City of Glenn Heights and the DeSoto ISD Board of Directors regarding the next stage in the unveiling of the North Star Collaborative between the City of Glenn Heights, DeSoto ISD, the City of DeSoto, and local stakeholders.

David Hall, City Manager, introduced this Agenda Item and the presenter, Tynesia Boyea-Robinson, President and CEO of CapEQ. Mrs. Boyea-Robinson provided a brief overview of CapEQ, and each Council Member and Trustee introduced themselves, provided their thoughts on the partnership between the City of Glenn Heights and DeSoto ISD, and discussed what about the parentship makes them proud.

Mrs. Boyea-Robinson completed a presentation regarding a Team Agreement and provided an overview of the North Star Collaborative Strategic Plan approach, including the need for a strategic plan, what the approach entailed, the CapEQ plan overview, and how the plan would relate to CapEQ methods.

Dr. D'Andre Weaver, Superintendent, DeSoto ISD, completed a presentation regarding the North Star Collaborative, including the purpose of visioning meetings, stakeholder aspirations, strategic plan building blocks, and the Collaborative's members.

Mr. Hall completed a presentation regarding North Star Collaborative members, the purpose of meeting, what was needed to be successful, and what the outcome should be.

Marlon Goff, Planning and Development Director, completed a presentation regarding strategies the North Star Collaborative would pursue and next steps.

Dr. Weaver completed a presentation regarding prioritized strategies, how shared work occurs, and how information will be shared amongst members of the Collaborative.

City Council Members and Trustees had an open discussion regarding how to engage parents and students, outreach tools/methods, the need for professional development and coaching resources, addressing mental health and social issues in a student's home environment, how the way a student learns can impact their education, and non-profit entity participation.

Mrs. Boyea-Robinson, Mr. Hall, Mayor Garrett, and Amanda Sargent, President, provided next steps and final thoughts.

ADJOURNMENT

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

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

:

Mayor Harry A. Garrett adjourned the meeting at 8:32 P.M.

Harry A. Garrett, Mayor

Attest:

Brandi Brown, City Secretary
Passed and approved on the 4th day of May 2021



AGENDA SUMMARY SHEET

May 4, 2021

CONSENT AGENDA, ITEM 2

Discuss and take action to approve the City Council Meeting Minutes of the April 20, 2021, Regular Called City Council Meeting. (Brandi Brown, City Secretary)

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

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

APRIL 20, 2021

STATE OF TEXAS *

COUNTIES OF DALLAS AND ELLIS *

CITY OF GLENN HEIGHTS *

On the 20th day of April 2021, the City Council of the City of Glenn Heights, Texas, met in a Regular Called City Council Meeting via telephone and video conference with the following members present:

CITY COUNCIL:

Harry A. Garrett	*	Mayor
Sonja A. Brown	*	Mayor Pro Tem
Emma Ipaye	*	Council Member
Travis Bruton	*	Council Member
Alisha M. Brown	*	Council Member
Shaunte L. Allen	*	Council Member

STAFF:

David Hall	*	City Manager
Michael Rogers	*	Deputy City Manager
Lucas Benson	*	Interim Chief of Police
Brandi Brown	*	City Secretary
Phillip Conner	*	Finance Director
Marlon Goff	*	Planning and Development Director
Byron Hardy	*	IT Administrator
Miamauni Hines	*	Planner
Lauren Lewis	*	Community Engagement Administrator
Keith Moore	*	Fire Chief
Jaynice Porter-Brathwaite	*	Human Resources Director

CONSULTANT:

Victoria Thomas	*	City Attorney's Office
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CALL TO ORDER

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

INVOCATION

Mayor Harry A. Garrett delivered the Invocation.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT

Mayor Pro Tem Sonja A. Brown, 1938 South Hampton Road, Glenn Heights, TX, 75154: shared information regarding the Best Southwest Partnership (BSWP) Mayoral Scholarship and encouraged residents to attend the upcoming DeSoto ISD Town Hall Meeting.

PROCLAMATIONS

Mayor Harry A. Garrett read the following Proclamation:

- National Crime Victims' Rights Week, April 18-24, 2021
- Public Service Recognition Week, May 2-8, 2021

CONSENT AGENDA

1. Discuss and take action to approve the City Council Meeting Minutes of the April 6, 2021, Regular Called City Council Meeting. (Brandi Brown, City Secretary)
2. Discuss and take action to approve the Budget Calendar for Fiscal Year 2021-2022. (Nery Pena, Financial Analyst)

Mayor Pro Tem Sonja A. Brown made a motion to confirm Consent Agenda Items 1 and 2. Council Member Travis Bruton made the second. The motion carried with the following vote:

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

AGENDA

1. March 2021 Financial Report.

Nery Pena, Financial Analyst, completed a presentation regarding the City's revenues, expenditures, and fund balances through March. David Hall, City Manager, answered Council's questions related to the Water Sewer Fund.

2. Discuss and take action acknowledging receipt of Waste Management's Rate Increase Notice.

David Hall, City Manager, introduced this Agenda Item and advised the City Council of the City's receipt of a Rate Increase Notification Letter from the City's residential waste disposal contractor, Waste Management of Texas, Inc., notifying the City of its intent to increase waste disposal rates by 3%, from \$13.77 to \$14.18, which will bring the current charges to customers from \$15.15 to \$15.60, effective July 1, 2021. Mr. Hall also answered Council's related to the contract period, terms of the rate increase, and confirmed that he would send

additional rate increase information to City Council. Ryan Frazier, Waste Management, Public Sector Manager, introduced himself as well.

3. Discuss and first reading of Ordinance O-07-21, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Code of Ordinances of the City of Glenn Heights by amending Chapter 15, "Development Regulations", Article 15.01 "Sign Regulations", Division 3 "Different Sign Types" by amending Section 15.01.062 "Permanent Signs - Attached" at its Subsection (A-2) and by amending Section 15.01.063 "Permanent Signs - Detached" at its Subsections (A) and (A-1); providing a repealing clause, providing a severability clause, and providing an effective date.

Miamauni Hines, City Planner, introduced this Item and completed a presentation regarding permanent signs – attached and detached, requirements of neighboring cities, and proposed amendments. Ms. Hines also provided current Glenn Heights sign examples and made a Staff Recommendation.

ADJOURNMENT

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

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

Mayor Harry A. Garrett adjourned the meeting at 7:36 P.M.

Harry A. Garrett, Mayor

Attest:

Brandi Brown, City Secretary
Passed and approved on the 4th day of May 2021



AGENDA SUMMARY SHEET

May 4, 2021

CONSENT AGENDA, ITEM 3

Discuss and take action to approve Ordinance O-07-21, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Code of Ordinances of the City of Glenn Heights by amending Chapter 15, "Development Regulations", Article 15.01 "Sign Regulations", Division 3 "Different Sign Types" by amending Section 15.01.062 "Permanent Signs - Attached" at its Subsection (A-2) and by amending Section 15.01.063 "Permanent Signs - Detached" at its Subsections (A) and (A-1); providing a repealing clause, providing a severability clause, and providing an effective date. (Second Reading) (Miamouni Hines, City Planner)

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



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: May 4, 2021

SUBJECT

The City Council will discuss a proposed amendment to Chapter 15 of the City's Code of Ordinances related to the design standards of attached wall signs for commercial businesses and detached monument signs for residential subdivisions.

DISCUSSION / BACKGROUND

Permanent Signs – Attached

Under the current Development Regulations for attached wall signs, no part of a wall sign shall be at an elevation higher than fifteen feet (15') above the average ground level along the side of the building on which the wall sign is installed. Considering the trends of modern architecture and commercial building design, this restriction often poses a problem for commercial and retail tenants who occupy spaces with raised entries, canopies, awnings, arcades, porticos, or other similar coverings. Enforcing such a restriction becomes difficult as the City continues to attract more and more commercial developers and business. An applicant who cannot adhere to this requirement must apply for a variance to be heard and approved by the Sign Control Board and confirmed by the City Council. This alternative is often costly and time consuming for both the City and the commercial business. Through research and surveying, Staff has found that the requirement for Glenn Heights does not compete with the requirements of other cities.

City	Attached Wall Sign Height Requirement
Red Oak	10' minimum, not exceed the roofline
Desoto	10' minimum, not exceed the roofline
Lancaster	Not exceed the roofline
Cedar Hill	Not exceed the roofline
Duncanville	Not exceed the roofline
Glenn Heights	15' maximum (no part higher)

The proposed amendment would remove the maximum height restriction of fifteen feet (15') and create more flexibility by simply requiring the attached wall sign to be placed in such a way as to not exceed the roofline of the building on which the sign is installed.

Permanent Signs – Detached

Under the current Development Regulations for detached monument signs, residential subdivision signs shall not exceed eight feet (8') in height, twelve feet (12') in width and the sign face shall not exceed sixty square feet (60 sq. ft.) per sign face. As with the attached wall signs, an applicant must often go through the costly and time consuming process of requesting a variance heard and obtaining approval by the Sign Control Board and the City Council if their design does not meet the requirements set forth in this section of the Ordinance. The following are just three examples of existing monument signs that would be restricted under the City's current standards.

Kingston Meadows

Approximately sixteen feet (16') tall and twenty feet (20') wide



Magnolia Farms

Approximately six feet (6') tall and twenty-five feet (25') wide



Magnolia Meadows

Approximately eight feet (8') tall and forty-five feet (45') wide



These signs establish both a unique identity for their respective communities and a welcoming sense of arrival for the individuals and families that reside in these neighborhoods. The proposed amendment would replace these maximum requirements with minimum guidelines to encourage this type of creativity. Such signs shall be a minimum eight feet (8') in height, twelve feet (12') in width and the sign face area shall be a minimum twenty square feet (20 sq. ft.) per sign face. Each sign permit would still need be reviewed to assure public safety standards are met, but the proposed amendment would certainly allow for more administrative flexibility regarding the signs' designs.

PRIOR COUNCIL OR BOARD ACTION

Not Applicable.

PUBLIC CONTACT

Not Applicable.

FINANCIAL IMPACT

Not Applicable.

RECOMMENDATION / ALTERNATIVES

Staff recommends approval of the proposed changes to Chapter 15 “Development Regulations” of the City’s Code of Ordinances.

ATTACHMENTS

- I. Ordinance O-07-21

PREPARED BY

Miamauni Hines, City Planner

REVIEWED BY

Marlon Goff, Director of Development Services

ORDINANCE O-07-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, AMENDING CODE OF ORDINANCES OF THE CITY OF GLENN HEIGHTS BY AMENDING CHAPTER 15, "DEVELOPMENT REGULATIONS", ARTICLE 15.01 "SIGN REGULATIONS", DIVISION 3 "DIFFERENT SIGN TYPES" BY AMENDING SECTION 15.01.062 "PERMANENT SIGNS – ATTACHED" AT ITS SUBSECTION (A-2) AND BY AMENDING SECTION 15.01.063 "PERMANENT SIGNS – DETACHED" AT ITS SUBSECTIONS (A) AND (A-1); PROVIDING A REPEALING CLAUSE, PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to amend its Code of Ordinances with regard to the maximum allowed height of attached permanent signs and the maximum size and design of detached monument signs for residential subdivisions; and

WHEREAS, the City Council finds it in the best interest of the citizens and the general welfare of the City to amend the Code of Ordinances at Chapter 15, "Development Regulations", Article 15.01 "Sign Regulations" Division 3 "Different Sign Types" by amending Section 15.01.062 "Permanent Signs – Attached" at its Subsection (A-2) to include a provision for structures with canopies, awnings, arcades, porticos and/or any other type of attached covered walkway and further by amending Section 15.01.063 "Permanent Signs – Detached" at its subsections (A) and (A-1) to allow greater latitude in materials used in the construction of monument signs to harmonize with the architecture of the establishment served by the sign and to allow monument signs for residential subdivisions to be up to ten (10') feet in height;

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

SECTION 1. The Code of Ordinance of the City of Glenn Heights, Chapter 15 "Development Regulations" is hereby amended by amending Article 15.01 "Sign Regulations", Division 3 "Different Sign Types", by amending Section 15.01.062 "Permanent Signs – Attached" at its Subsection (A-2) to read as follows:

“Chapter 15 Development Regulations

Article 15.01 Sign Regulations

...

Division 3. Different Sign Types

...

Section 15.01.062 Permanent signs – attached

(a) Wall sign. Wall signs are allowed in every zoning district and shall be placed on the principal structure only, and may be internally and externally illuminated.

...

(2) Location. No wall sign shall be placed on any roof or on top of any structure. Except as otherwise set forth herein, no part of a wall sign shall extend beyond the roof line of the building. If a building has two (2) or more stories, no signs shall be installed at a level above the bottom of the second floor windows, unless the building is a multitenant office or multitenant commercial structure wherein tenants have primary, direct access from their space to the outside. Their access must include outside walkways and stairways properly designed for public use. If the multi-stories building does not have the aforementioned direct, primary access, but has multiple businesses, a multitenant monument sign may be used in lieu of wall signs.

....”

SECTION 2. The Code of Ordinance of the City of Glenn Heights, Chapter 15 “Development Regulations” is hereby amended by amending Article 15.01 “Sign Regulations”, Division 3 “Different Sign Types”, by amending Section 15.01.063, “Permanent signs – detached” at its subsections (A) and (A-1), to read as follows:

“Chapter 15 Development Regulations

Article 15.01 Sign Regulations

...

Division 3. Different Sign Types

...

Section 15.01.063 Permanent signs – detached

(a) Monument sign. Monument signs shall be built on a monument base as opposed to a pole base with no separation between the base of the sign and natural grade. In addition to nonresidential zoning districts, monument signs may be erected within residential zoning districts to identify schools, churches, parks, residential subdivisions or apartment complexes provided they do not contain any off-premises

advertisement. Monument signs are intended to be relatively broad in width compared to height. Monument signs are not intended to have gaps, cutouts, or penetrations but instead should be a solid face or area without openings or cutouts. The sign face shall be designed with materials that harmonize with the architecture of the establishment it services. All monument signs shall have landscaping comprised of shrubbery and flowering plants, not exceeding three feet (3') in height near the base of the sign. Only one (1) monument sign per property along the street frontage shall be allowed. Monument signs shall be set back a minimum twelve feet (12') from any public right-of-way and shall not obstruct traffic visibility triangles. Monument signs shall be at least one hundred and twenty feet (120') apart. Monument signs shall be illuminated externally for visibility after dark.

(1) Residential subdivision. Each residential subdivision shall be permitted one (1) monument sign and one (1) wall sign mounted on a subdivision masonry screening wall for identification of the subdivision for each street frontage providing access to the subdivision. For the purposes of this article, identical subdivision signs on both sides of the access street shall be considered one (1) sign. Such sign shall be a minimum eight feet (8') in height, twelve feet (12') in width and the sign face area shall be a minimum twenty square feet (20 sq. ft.) per sign face.

. . . ."

SECTION 3. All ordinances, orders or resolutions heretofore passed and adopted by the City Council of the City of Glenn Heights, Texas, are hereby repealed to the extent the City Council of the City of Glenn Heights, Texas, are hereby repealed to the extent that said ordinances, orders, or resolutions, or parts thereof, are in conflict herewith.

SECTION 4. If any section, article, paragraph sentence clause, phrase or word in this ordinance or application thereto any person or circumstances is held invalid or unconstitutional by court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5. All provisions of the Ordinances of the City of Glenn Heights, Texas, in conflict with the provisions of the Ordinance be, and the same are hereby, repealed, and all other provisions of the Ordinances of the City of Glenn Heights, Texas, not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 6. This Ordinance shall become effective immediately upon its adoption.

DULY ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS
ON THIS THE 4th DAY OF MAY 2021.

APPROVED:

Harry A. Garrett, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(032921vwtTM121477)



AGENDA SUMMARY SHEET

May 4, 2021

AGENDA, ITEM 1

Discuss and take action to approve the Citizens Police Advisory Committee Appointees. (Lucas Benson, Interim Chief of Police)

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



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: May 4, 2021

SUBJECT

Discuss and take action to approve the appointees to the Citizens Police Advisory Committee.

DISCUSSION / BACKGROUND

Discuss and take action to approve the appointees to the Citizen's Police Advisory Committee. Ordinance O-16-20 appoints committee members for a term of two (2) years, with three (3) members' terms ending during odd-numbered years and four (4) members' terms ending during even-numbered years. The three (3) members rotating off CPAC each odd-numbered year shall be those members appointed by Council Member Places One, Three, and Five. The remaining CPAC members shall rotate off CPAC each even-numbered year. No initial appointee's term shall be less than two (2) years; the first term of an initial appointee to CPAC may, where necessary, be extended by one (1) year to ensure that the appointee is allowed to serve at least two (2) years.

The following Council Member appointments are:

By:	Appointee:	Term:
Mayor Harry Garrett	Arlen Taliferro	5/4/2021 - 5/4/2024
Mayor Pro Tem Sonja Brown	Cartney Slaughter	5/4/2021 - 5/4/2023
Council Member Emma Ipaye	Ruben Conner	5/4/2021 - 5/4/2024
Council Member Travis Bruton	Scott Harris	5/4/2021 - 5/4/2023
Council Member Alisha Brown	A Tuck-Wilkerson	5/4/2021 - 5/4/2024
Council Member Shaunta Allen	Dana Brown	5/4/2021 - 5/4/2023
Council Member Machanta Newsom	Margo Spencer	5/4/2021 - 5/4/2024

PRIOR COUNCIL OR BOARD ACTION

Ordinance O-16-20, an ordinance establishing the Citizens Police Advisory Committee, was signed on January 19, 2021. The next step in the process was for City Council to appoint Committee Members. The appointment process and background checks have been completed.

PUBLIC CONTACT

There has been no public contact for this agenda item.

FINANCIAL IMPACT

There is no financial impact for the appointment of members to the Citizens Police Advisory Committee.

RECOMMENDATION / ALTERNATIVES

Staff recommends approval the following selectees to the Citizens Police Advisory Committee for the following terms:

Appointee:	Term:
Arlen Taliferro	5/4/2021 - 5/4/2024
Cartney Slaughter	5/4/2021 - 5/4/2023
Ruben Conner	5/4/2021 - 5/4/2024
Scott Harris	5/4/2021 - 5/4/2023
A Tuck-Wilkerson	5/4/2021 - 5/4/2024
Dana Brown	5/4/2021 - 5/4/2023
Margo Spencer	5/4/2021 - 5/4/2024

ATTACHMENTS

Not applicable.

PREPARED BY

Lucas Benson, Interim Chief of Police

REVIEWED BY

Keith Moore, Fire Chief



AGENDA SUMMARY SHEET

May 4, 2021

AGENDA, ITEM 2

Discuss and take action on Resolution R-11-21, a Resolution of the City Council of the City of Glenn Heights, Texas, authorizing the establishment, funding, and implementation of the Winter Storm 2021 Home Repair Incentive Program, to be funded in the total amount of \$250,000.00, for the purpose of providing a one-time grant up to a maximum grant amount of \$500 to owners of homes located in the City of Glenn Heights that suffered water damage due to Winter Storm 2021, said program to be managed by the City's Office of Community Engagement; and providing an effective date. (Council Member Shaunte L. Allen)

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

RESOLUTION NO. R-11-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS AUTHORIZING THE ESTABLISHMENT, FUNDING, AND IMPLEMENTATION OF THE WINTER STORM 2021 HOME REPAIR INCENTIVE PROGRAM, TO BE FUNDED IN THE TOTAL AMOUNT OF \$250,000.00, FOR THE PURPOSE OF PROVIDING A ONE-TIME GRANT UP TO A MAXIMUM GRANT AMOUNT OF \$500 TO OWNERS OF HOMES LOCATED IN THE CITY OF GLENN HEIGHTS THAT SUFFERED WATER DAMAGE DUE TO WINTER STORM 2021, SAID PROGRAM TO BE MANAGED BY THE CITY'S OFFICE OF COMMUNITY ENGAGEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, during the week of February 13 through 17, 2021, the City experienced a major winter snow and ice storm officially known as the February 13-17 2021 Winter Storm and unofficially known as Winter Storm Uri ("Winter Storm 2021"), which brought to the City sustained air temperatures below freezing causing water and/or wastewater pipes in many homes located in the City to burst, resulting in damage to the structure of those homes; and

WHEREAS, Texas Local Government Code Chapter 380 allows the City to provide incentives for the promotion of economic development; and

WHEREAS, the promotion of the maintenance of existing habitable housing stock in the City promotes economic development within the City and is essential for the continued economic growth and vitality of the City; and

WHEREAS, it is well established that the availability of quality housing stock encourages the relocation of businesses and attracts new business enterprises as well as the expansion of existing business enterprises within the City, which in turn stimulates growth, creates jobs and increases property and sales tax revenues; and

WHEREAS, repair and maintenance of residential housing stock will attract and encourage business relocation and expansion since business will look to the available housing stock to meet the needs of management and the work force; and

WHEREAS, the City has determined that providing an economic development incentive for the repair of damage to the housing stock caused by Winter Storm 2021 will further the objectives of the City, will benefit the City and the City's inhabitants and will promote the local economic development and stimulate business and commercial activity in the City,

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

SECTION 1. The recitals set forth above are accepted as true and incorporated herein.

SECTION 2. There is hereby established the City of Glenn Heights Winter Storm 2021 Home Repair Incentive Program (the “Program”), funded in the total amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00) from the General Fund fund-balance, for the purpose of providing one-time grants (one grant per residential home and/or applicant), with a maximum grant amount of Five Hundred Dollars (\$500.00), to reimburse owners of residential homes located in the City for expenses incurred in repair of water damage to the homes suffered as a result of Winter Storm 2021, which damage is limited to water damage to the structure of the homes, including damage to plumbing, pipes, sheetrock, walls, flooring, subflooring, ceiling, roof, and other structural elements, but not to include damage to furniture, contents, appliances and items of personal property. Amounts that were or, upon proper application for coverage, could be covered by grants available through the Federal Emergency Management Agency (“FEMA”) or that were or may, upon proper application for coverage, be covered under any policy of insurance shall not be eligible for reimbursement under the Program. Applicants shall be required to provide sufficient proof of (1) ownership of the affected residential home for the period from February 11, 2021 to the time of application, (2) damage to the structure of the home caused by Winter Storm 2021, and (3) receipts for expenses paid by the applicant during the period from February 11, 2021 to March 6, 2021 in repair of the structural damage to the home caused by Winer Storm 2021. Applications for Program grants will be available on the City’s website and will be accepted commencing on May 1, 2021 and ending on June 30, 2021. Grant recipients will be required to execute a Grant Agreement with the City in substantially the form of that attached hereto as Exhibit “A”. The Program shall be managed, administered, and implemented by the City’s Office of Community Engagement, which is hereby authorized to negotiate and execute economic development agreements to provide grants under the Program, subject to availability of funding for such Program.

SECTION 3. This Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Glenn Heights, Texas, on this the 4th day of May, 2021.

CITY OF GLENN HEIGHTS, TEXAS

HARRY A. GARRETT, MAYOR

ATTEST:

BRANDI BROWN, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA W. THOMAS, CITY ATTORNEY
(042721vwtTM120953)

EXHIBIT A
[Grant Agreement]

STATE OF TEXAS	§	
	§	Winter Storm 2021 Home Repair Program
	§	Incentive Agreement
COUNTY OF DALLAS	§	

This Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Glenn Heights, Texas (the “City”) and _____ (“Property Owners”), acting by and through their respective authorized officers and representatives. The City and the Property Owners may each be referred to herein as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, the Property Owners are the owners of a single-family/multi-family residential structure located at _____, Glenn Heights, Texas (the “Residence”); and

WHEREAS, during the week of February 13 through 17, 2021, the City experienced a major winter snow and ice storm officially known as the February 13-17 2021 Winter Storm and unofficially known as Winter Storm Uri (“Winter Storm 2021”), which brought to the City sustained air temperatures below freezing causing one or more water and/or wastewater pipes at the Residence to burst, resulting in damage to the structure of the Residence; and

WHEREAS, Texas Local Government Code Chapter 380 allows the City to provide incentives for the promotion of economic development; and

WHEREAS, the promotion of the maintenance of existing habitable housing stock in the City promotes economic development within the City and is essential for the continued economic growth and vitality of the City; and

WHEREAS, it is well established that the availability of quality housing stock encourages the relocation of businesses and attracts new business enterprises as well as the expansion of existing business enterprises within the City, which in turn stimulates growth, creates jobs and increases property and sales tax revenues; and

WHEREAS, repair and maintenance of residential housing stock will attract and encourage business relocation and expansion since business will look to the available housing stock to meet the needs of management and the work force; and

WHEREAS, the City has determined that providing an economic development incentive for the repair of damage to the housing stock cause by Winter Storm 2021 in accordance with this Agreement will further the objectives of the City, will benefit the City and the City’s inhabitants and

will promote the local economic development and stimulate business and commercial activity in the City,

NOW THEREFORE, in consideration of the foregoing and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and on the terms and conditions hereinafter set forth, the Parties agree as follows:

Article I Term

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

Article II Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Approved Project” shall mean a project for home repairs to the Residence consisting of structural repairs of water damage resulting from Winter Storm 2021 to pipes, plumbing, electrical elements, floors, subfloors, walls, sheetrock, ceiling, and/or roof of the Residence but not including damage to land or any furniture, contents, appliances, or personal property located in or around the Residence, as approved by the City of Glenn Heights Office of Community Engagement as being eligible for an incentive under the Winter Storm 2021 Home Repair Program Home Improvement Incentive Program.

“City” shall mean the City of Glenn Heights, Texas.

“Completion of Repairs” shall mean the date upon which the City’s Building Official or his/her designee confirms, by inspection, that the Approved Project has been completed in accordance with all applicable regulations and laws.

“Effective Date” shall mean the last date of execution hereof.

“Event of Bankruptcy or Insolvency” shall mean insolvency, appointment of receiver for the Property Owners and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Property Owners and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Expiration Date” shall mean two (2) years from Completion of Construction.

“Home Repair Program” shall mean the City of Glenn Heights Winter Storm 2021 Home Repair Incentive Program adopted by Resolution No. _____.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Property Owners or any property or any business owned by Property Owners within the City.

“Incentive” shall mean an economic development incentive grant in the amount of \$_____, which is an amount equal to the certified costs paid by the Property Owners for structural repairs to the Residence due to water damage resulting from Winter Storm 2021, with payment of those costs being evidenced by receipts submitted with the grant application and approved by the Office of Community Engagement, up to a maximum incentive amount of \$500.00.

“Residence” shall mean the single-family/multi-family residential structure, located at _____, Glenn Heights, Texas.

“Property Owners” shall mean the owner or owners, jointly and severally, of the Residence.

Article III Economic Development Incentive

3.1 **Payment.** Subject to the Property Owners’ continued satisfaction of the terms and conditions of this Agreement and the obligation of the Property Owners to repay the Incentive pursuant to Section 5.2 hereof, the City agrees to provide the Incentive to the Property Owners to be paid in a single lump-sum payment within fourteen (14) calendar days of the Effective Date.

3.2 **Current Revenue.** The Incentive made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City. Under no circumstances shall City’s obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the City’s obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution or other party.

Article IV Incentive Conditions

The City’s obligation to pay the Incentive shall be conditioned upon the Property Owners’ continued compliance with and satisfaction of the terms and conditions of this Agreement and each of the conditions set forth in this Article.

4.1 **Representations as to Third Party Payments.** The Property Owners make the following representations and acknowledge that but for the truth of these representations, the Incentive would not be provided:

- A. The Property Owners are, and have been since February 11, 2021, the record owners of the Residence;

- B. With regard to the Approved Project and costs incurred in making the repairs to the Residence, the Property Owners have made application to the Federal Emergency Management Agency ("FEMA") and to the insurance carrier providing homeowners or other insurance coverage for the Residence and to any other insurance carrier that may provide funding for any portion of the cost of the Approved Project. After consideration and crediting all financial benefits received from those sources and from any other third-parties, the Property Owners have still incurred an expense for repairs in the Approved Project in an amount equal to or exceeding the Incentive; and
- C. All damage to the structure of the Residence which is included in the Approved Project was solely caused by the Winter Storm 2021 and all receipts or other documents provided to City by Property Owners as required in section 4.3 hereof accurately reflect actual amounts paid by Property Owners for goods or services necessitated by the damage caused to the structure of the Residence by Winter Storm 2021, which amounts were not reimbursed or otherwise covered by any other source as set forth in section 4.1.B of this Agreement.

4.2 **Inspections.** The Property Owners agree to submit to periodic inspections of the Residence by the City during the period beginning with the Effective Date and ending on the Completion of Repairs.

4.3 **Repair Costs.** The Property Owners shall, as a condition precedent to the payment of the Incentive, provide copies of invoices, receipts and other documentation as may be reasonably requested by the City to verify the costs incurred and paid by the Property Owners for work performed on the Approved Project.

4.4 **Completion of Repairs.** The Property Owners shall cause Completion of Repairs for the Approved Project to occur on or before six (6) calendar months after the Effective Date.

Article V Termination

5.1 This Agreement shall terminate upon the occurrence of any one of the following:

- (a) mutual agreement of the parties;
- (b) the Expiration Date;
- (c) at the City's option, if any Impositions owed to the City or the State of Texas by Property Owners shall become delinquent (provided, however Property Owner retains the right to timely and properly protest and contest any such Impositions);
- (d) by the City, in the event Property Owners breach any of the terms or conditions of this Agreement and such breach is not cured within sixty (60) days after written notice thereof;
- (e) by the City, in the event the City determines, upon reasonable evidence, that any representation of the Property Owners set forth in the application

- for the Incentive, in the documents provided in support of the application, or in this Agreement was false when made or provided to the City;
- (f) by City, if the Property Owners suffer an Event of Bankruptcy or Insolvency;
 - (g) by City, if any subsequent Federal or State legislation or any final, non-appealable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or
 - (h) the sale or transfer of the Residence within one (1) year of the Effective Date.

5.2 In the event of termination by the City pursuant to 5.1(c), (d), (e), (f) (g) or (h) the Property Owners shall immediately repay to the City an amount equal to Incentive paid to Property Owners prior to termination of this Agreement. Should repayment not occur within thirty (30) calendar days of notice of termination and/or demand for repayment, the City may take all available legal steps for recovery of the Incentive, up to and including the placing of a lien upon the Residence and the real property associated with the Residence Property and/or the filing of a lawsuit to recover the Incentive. Property Owners acknowledge that they will be responsible for payment of the City's attorney's fees and other costs of collection, including but not limited to those associated with the filing and prosecuting a lawsuit and the expenses of collection and execution of any judgment obtained.

Article VI Miscellaneous

6.1 **Assignment.** This Agreement may not be assigned without the prior written consent of the City.

6.2 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto.

6.3 **Limitation on Liability.** It is understood and agreed between the parties that the Property Owners and/or Property Owner, in satisfying the conditions of this Agreement, have acted independently, and City assumes no responsibilities or liabilities to third parties in connection with these actions.

6.4 **No Joint Venture.** It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

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

6.6 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered.

If intended for Property Owners:

Glenn Heights, Texas 75154

If intended for City, to:

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

With a copy to:

Victoria W. Thomas
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 N. Akard
Dallas, Texas 75201

6.7 **Entire Agreement.** This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

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

6.9 **Amendment.** This Agreement may only be amended by the mutual written agreement of the Parties.

6.10 **Legal Construction.** 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 other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.11 **Recitals.** The recitals to this Agreement are incorporated herein.

6.12 **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.13 **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

Executed on this _____ day of _____, 2021.

City of Glenn Heights, Texas

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

Approved As To Form:

Attest:

By: _____
Victoria W. Thomas, City Attorney

By: _____
Brandi Brown, City Secretary

Executed on this _____ day of _____, 2021.

Property Owners

By: _____
Name: _____

By: _____
Name: _____

STATE OF TEXAS

§
§
§
§

**Winter Storm 2021 Home Repair Program
Incentive Agreement**

COUNTY OF DALLAS

This Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Glenn Heights, Texas (the “City”) and _____ (“Property Owners”), acting by and through their respective authorized officers and representatives. The City and the Property Owners may each be referred to herein as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, the Property Owners are the owners of a single-family/multi-family residential structure located at _____, Glenn Heights, Texas (the “Residence”); and

WHEREAS, during the week of February 13 through 17, 2021, the City experienced a major winter snow and ice storm officially known as the February 13-17 2021 Winter Storm and unofficially known as Winter Storm Uri (“Winter Storm 2021”), which brought to the City sustained air temperatures below freezing causing one or more water and/or wastewater pipes at the Residence to burst, resulting in damage to the structure of the Residence; and

WHEREAS, Texas Local Government Code Chapter 380 allows the City to provide incentives for the promotion of economic development; and

WHEREAS, the promotion of the maintenance of existing habitable housing stock in the City promotes economic development within the City and is essential for the continued economic growth and vitality of the City; and

WHEREAS, it is well established that the availability of quality housing stock encourages the relocation of businesses and attracts new business enterprises as well as the expansion of existing business enterprises within the City, which in turn stimulates growth, creates jobs and increases property and sales tax revenues; and

WHEREAS, repair and maintenance of residential housing stock will attract and encourage business relocation and expansion since business will look to the available housing stock to meet the needs of management and the work force; and

WHEREAS, the City has determined that providing an economic development incentive for the repair of damage to the housing stock cause by Winter Storm 2021 in accordance with this Agreement will further the objectives of the City, will benefit the City and the City’s inhabitants and will promote the local economic development and stimulate business and commercial activity in the City,

NOW THEREFORE, in consideration of the foregoing and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and on the terms and conditions hereinafter set forth, the Parties agree as follows:

Article I Term

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

Article II Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Approved Project” shall mean a project for home repairs to the Residence consisting of structural repairs of water damage resulting from Winter Storm 2021 to pipes, plumbing, electrical elements, floors, subfloors, walls, sheetrock, ceiling, and/or roof of the Residence but not including damage to land or any furniture, contents, appliances, or personal property located in or around the Residence, as approved by the City of Glenn Heights Office of Community Engagement as being eligible for an incentive under the Winter Storm 2021 Home Repair Program Home Improvement Incentive Program.

“City” shall mean the City of Glenn Heights, Texas.

“Completion of Repairs” shall mean the date upon which the City’s Building Official or his/her designee confirms, by inspection, that the Approved Project has been completed in accordance with all applicable regulations and laws.

“Effective Date” shall mean the last date of execution hereof.

“Event of Bankruptcy or Insolvency” shall mean insolvency, appointment of receiver for the Property Owners and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Property Owners and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Expiration Date” shall mean two (2) years from Completion of Construction.

“Home Repair Program” shall mean the city of Glenn Heights Home Winter Storm 2021 Home Repair Incentive Program adopted by Resolution No. _____.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general

and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Property Owners or any property or any business owned by Property Owners within the City.

“Incentive” shall mean an economic development incentive grant in the amount of \$_____, which is an amount equal to the costs paid by the Property Owners for structural repairs to the Residence due to water damage resulting from Winter Storm 2021, with payment of those costs being evidenced by receipts submitted with the grant application and approved by the Office of Community Engagement, up to a maximum incentive amount of \$500.00.

“Residence” shall mean the single-family/multi-family residential structure, located at _____, Glenn Heights, Texas.

“Property Owners” shall mean the owners of the Residence.

Article III Economic Development Incentive

3.1 **Payment.** Subject to the Property Owners’ continued satisfaction of the terms and conditions of this Agreement and the obligation of the Property Owners to repay the Incentive pursuant to Section 5.2 hereof, the City agrees to provide the Incentive to the Property Owners to be paid in a single lump-sum payment within fourteen (14) calendar days of the Effective Date.

3.2 **Current Revenue.** The Incentive made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City. Under no circumstances shall City’s obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the City’s obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution or other party.

Article IV Incentive Conditions

The City’s obligation to pay the Incentive shall be conditioned upon the Property Owners’ continued compliance with and satisfaction of the terms and conditions of this Agreement and each of the conditions set forth in this Article.

4.1 **Representations as to Third Party Payments.** The Property Owners make the following representations and acknowledge that but for the truth of these representations, the Incentive would not be provided: The Property Owners have made application to the Federal Emergency Management Agency (“FEMA”) and to the insurance carrier providing homeowners or other insurance coverage for the Residence and to any other insurance carrier that may provide funding for any portion of the cost of the Approved Project. After consideration and crediting all financial benefits received from those sources and from any other third-parties, the

Property Owners have still incurred an expense for repairs in the Approved Project in an amount equal to or exceeding the Incentive.

4.2 **Inspections.** The Property Owners agree to submit to periodic inspections of the Residence by the City during the period beginning with the Effective Date and ending on the Completion of Repairs.

4.3 **Repair Costs.** The repair costs incurred and paid by the Property Owners for the Approved Project shall be at least \$500.00 (the “Certified Costs”). The Property Owners shall, as a condition precedent to the payment of the Incentive, provide copies of invoices, receipts and other documentation as may be reasonably requested by the City to verify the costs incurred and paid by the Property Owners for work performed on the Approved Project.

4.1 **Completion of Repairs.** The Property Owners shall cause Completion of Repairs for the Approved Project to occur on or before six (6) calendar months after the Effective Date.

Article V Termination

5.1 This Agreement shall terminate upon the occurrence of any one of the following:

- (a) mutual agreement of the parties;
- (b) the Expiration Date;
- (c) at the City’s option, if any Impositions owed to the City or the State of Texas by Property Owners shall become delinquent (provided, however Property Owner retains the right to timely and properly protest and contest any such Impositions);
- (d) by the City, in the event Property Owners breach any of the terms or conditions of this Agreement and such breach is not cured within sixty (60) days after written notice thereof;
- (e) by the City, in the event the City determines, upon reasonable evidence, that any representation of the Property Owners set forth in the application for the Incentive, in the documents provided in support of the application, or in this Agreement was false when made or provided to the City;
- (f) by City, if the Property Owners suffer an Event of Bankruptcy or Insolvency;
- (g) by City, if any subsequent Federal or State legislation or any final, non-appealable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or
- (h) the sale or transfer of the Residence within one (1) year of the Effective Date.

5.2 In the event of termination by the City pursuant to 5.1(c), (d), (e), (f) (g) or (h) the Property Owners shall immediately repay to the City an amount equal to Incentive paid to Property Owners prior to termination of this Agreement. Should repayment not occur within thirty (30) calendar days of notice of termination and/or demand for repayment, the City may

take all available legal steps for recovery of the Incentive, up to and including the placing of a lien upon the Residence and the real property associated with the Residence Property and/or the filing of a lawsuit to recover the Incentive. Property Owners acknowledge that they will be responsible for payment of the City's attorney's fees and other costs of collection, including but not limited to those associated with the filing and prosecuting a lawsuit and the expenses of collection and execution of any judgment obtained.

Article VI Miscellaneous

6.1 **Assignment.** This Agreement may not be assigned without the prior written consent of the City.

6.2 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto.

6.3 **Limitation on Liability.** It is understood and agreed between the parties that the Property Owners and/or Property Owner, in satisfying the conditions of this Agreement, have acted independently, and City assumes no responsibilities or liabilities to third parties in connection with these actions.

6.4 **No Joint Venture.** It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

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

6.6 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered.

If intended for Property Owners:

Glenn Heights, Texas 75154

If intended for City, to:

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

With a copy to:

Victoria W. Thomas
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Lincoln Plaza
500 N. Akard
Dallas, Texas 75201

6.7 **Entire Agreement.** This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

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

6.9 **Amendment.** This Agreement may only be amended by the mutual written agreement of the Parties.

6.10 **Legal Construction.** 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 other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.11 **Recitals.** The recitals to this Agreement are incorporated herein.

6.12 **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.13 **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

Executed on this _____ day of _____, 2021.

City of Glenn Heights, Texas

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

Approved As To Form:

Attest:

By: _____
Victoria W. Thomas, City Attorney

By: _____
Brandi Brown, City Secretary

Executed on this _____ day of _____, 2021.

Property Owners

By: _____
Name: _____

By: _____
Name: _____

		Glenn Heights	Laredo
1	Program name	Winter Storm 2021 Home Repair Incentive Program	Winter Storm Utilities Relief Program
2	Program description	The Home Repair Incentive program will provide repair assistance to Glenn Heights' residents who incurred expenses due to the winter storm. REIMBURSEMENT	Provides financial relief to applying residents. REIMBURSEMENT or CREDIT
3	Similar programs	Glenn Heights Love Your Block - \$500 Council Initiative - \$500	N/A
4	Grant amount	\$500	\$100
5	Repair expenses	Trip charge: \$50 - \$150 Plumbing: \$100 - \$2000 Water heater: \$500 - \$5000 Water bill: \$250 TOTAL: \$900 - \$7400	Trip charge: \$50 - \$150 Plumbing: \$100 - \$2000 Water heater: \$500 - \$5000 Water bill: \$250 TOTAL: \$900 - \$7400
6	Eligible repairs	Water damages related to the structure of the home (Wall/Floor removal, Sewer lines, Water lines and/or water damage, Roof, Electrical System, HVAC units, Plumbing fixtures – including sink pipes and toilets damaged by frozen condition, Mold remediation) Inspection required by city	Plumbing repairs, burst pipes, leak adjustments No inspection required
7	Eligible participants	Homeowners No income requirement	Residential utility account holders No income requirement
8	Eligibility requirements	Proof of ownership (Drivers License, Water Bill, Deed, HO Policy, Property Tax Statement) Receipts dated around the weeks of the winter storm (02/11/21 – 03/06/21) 1 applicant per physical address Application must be received during the program dates (beware of delayed mail*) Clear, legible copies of receipts and ownership scanned/attached to the application	Waterbill Receipts or invoices dated 02/15/21 - 03/31/21 Application received before 03/31/21
9	Administration	Community Engagement Department	Utility Department
10	Applicant #	< 1000	450
11	Application options	Online Paper	Online Paper
12	Application processing	N/A	4 minutes
13	Application period	2 months	1.5 months
14	Marketing	Online (website, social media) Offline (outdoor signs, water bills)	Online (website, social media) (water bills) Offline
15	Funding	\$250,000	\$500,000

Dallas	
Texas Winter Storm Emergency Home Repair Program	
To provide emergency home repair assistance to qualified low-to moderate-income homeowners within the city limits of Dallas for replacement or repair of systems/fixtures that have been damaged as a result of the 2021 Texas Severe Winter Storm.	
REIMBURSEMENT	
N/A	
\$10,000	
Trip charge: \$50 - \$150 Plumbing: \$100 - \$2000 Water heater: \$500 - \$5000 Roof: \$5000 - \$10000 TOTAL: \$5650 - \$17,150	
Wall/Floor removal, Sewer lines, Gas lines, Water lines and/or water damage, Roof, Electrical System, HVAC units, Plumbing fixtures – including sink pipes and toilets damaged by frozen condition, Mold remediation Inspection required by general contractor	
Homeowners Below 80% of the area median income (AMI)	
Proof of Household Income of Identity primary homeowner occupancy ownership damages / damage(s) occurred as a result of the 2021 Texas Severe Winter Storm (02/11/21 - present)	Proof Proof of Proof of Proof of
Nonprofits specializing in home repairs / CDBG	
1000+++	
Online	Paper
Very fast, very efficient	
Open/rolling	
Online (website, social media) (water bills)	Offline
\$1,000,000+	



AGENDA SUMMARY SHEET

May 4, 2021

AGENDA, ITEM 3

Discuss and take action on Resolution R-13-21, a Resolution of the City Council of the City of Glenn Heights, Texas, authorizing the establishment, funding, and implementation of the Winter Storm 2021 Senior Residents Home Repair Incentive Program, to be funded in the total amount of \$200,000.00, for the purpose of providing a one-time grant up to a maximum grant amount of \$200 to senior owners of homes located in the City of Glenn Heights that suffered water damage due to Winter Storm 2021, said program to be managed by the City's Office of Community Engagement; and providing an effective date. (Mayor Pro Tem Sonja A. Brown)

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

RESOLUTION NO. R-13-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS AUTHORIZING THE ESTABLISHMENT, FUNDING, AND IMPLEMENTATION OF THE WINTER STORM 2021 SENIOR RESIDENTS HOME REPAIR INCENTIVE PROGRAM, TO BE FUNDED IN THE TOTAL AMOUNT OF \$200,000.00, FOR THE PURPOSE OF PROVIDING A ONE-TIME GRANT UP TO A MAXIMUM GRANT AMOUNT OF \$200 TO SENIOR OWNERS OF HOMES LOCATED IN THE CITY OF GLENN HEIGHTS THAT SUFFERED WATER DAMAGE DUE TO WINTER STORM 2021, SAID PROGRAM TO BE MANAGED BY THE CITY'S OFFICE OF COMMUNITY ENGAGEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, during the week of February 13 through 17, 2021, the City experienced a major winter snow and ice storm officially known as the February 13-17 2021 Winter Storm and unofficially known as Winter Storm Uri ("Winter Storm 2021"), which brought to the City sustained air temperatures below freezing causing water and/or wastewater pipes in many homes located in the City to burst, resulting in damage to the structure of those homes; and

WHEREAS, Texas Local Government Code Chapter 380 allows the City to provide incentives for the promotion of economic development; and

WHEREAS, the promotion of the maintenance of existing habitable housing stock in the City promotes economic development within the City and is essential for the continued economic growth and vitality of the City; and

WHEREAS, it is well established that the availability of quality housing stock encourages the relocation of businesses and attracts new business enterprises as well as the expansion of existing business enterprises within the City, which in turn stimulates growth, creates jobs and increases property and sales tax revenues; and

WHEREAS, repair and maintenance of residential housing stock will attract and encourage business relocation and expansion since business will look to the available housing stock to meet the needs of management and the work force; and

WHEREAS, the City has determined that providing an economic development incentive for the repair of damage to the housing stock owned by senior residents, aged 65 years and over, caused by Winter Storm 2021 will further the objectives of the City, will benefit the City and the City's inhabitants and will promote the local economic development and stimulate business and commercial activity in the City,

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

SECTION 1. The recitals set forth above are accepted as true and incorporated herein.

SECTION 2. There is hereby established the City of Glenn Heights Winter Storm 2021 Senior Residents Home Repair Incentive Program (the “Program”), funded in the total amount of Two Hundred Thousand Dollars (\$200,000.00) from the General Fund fund-balance, for the purpose of providing one-time grants (one grant per residential home and applicant), with a maximum grant amount of Two Hundred and No/100 Dollars (\$200.00), to reimburse senior-aged owners of residential homes located in the City for expenses incurred in repair of water damage to the homes suffered as a result of Winter Storm 2021, which damage is limited to water damage to the structure of the homes, including damage to plumbing, pipes, sheetrock, walls, flooring, subflooring, ceiling, roof, and other structural elements, but not to include damage to furniture, contents, appliances and items of personal property. Amounts that were or, upon proper application for coverage, could be covered by grants available through the Federal Emergency Management Agency (“FEMA”) or that were or may, upon proper application for coverage, be covered under any policy of insurance shall not be eligible for reimbursement under the Program. Applicants shall be required to provide sufficient proof of (1) Applicant’s age of 65 years or over as of February 13, 2021, (2) Applicant’s ownership of the affected residential home located within the City of Glenn Heights for the period from February 13, 2021 to the time of application, (3) damage to the structure of the home caused by Winter Storm 2021, and (4) receipts for expenses paid by the applicant during the period from February 13, 2021 to April 30, 2021 in repair of the structural damage to the home caused by Winer Storm 2021. Applications for Program grants will be available on the City’s website and will be accepted commencing on May 6, 2021 and ending on June 30, 2021. Grant recipients will be required to execute a Grant Agreement with the City in substantially the form of that attached hereto as Exhibit “A”. The Program shall be managed, administered, and implemented by the City’s Office of

Community Engagement, which is hereby authorized to negotiate and execute economic development agreements to provide grants under the Program, subject to availability of funding for such Program.

SECTION 3. This Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Glenn Heights, Texas, on this the 4th day of May 2021.

CITY OF GLENN HEIGHTS, TEXAS

HARRY A. GARRETT, MAYOR

ATTEST:

BRANDI BROWN, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA W. THOMAS, CITY ATTORNEY
(042721vwtTM122141)

EXHIBIT A
[Grant Agreement]

STATE OF TEXAS	§	
	§	
	§	Winter Storm 2021 Senior Residents
COUNTY OF DALLAS	§	Home Repair Program Incentive Agreement

This Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Glenn Heights, Texas (the “City”) and _____ (“Property Owners”), acting by and through their respective authorized officers and representatives. The City and the Property Owners may each be referred to herein as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, the Property Owners are the owners of a single-family/multi-family residential structure located at _____, Glenn Heights, Texas (the “Residence”); and

WHEREAS, during the week of February 13 through 17, 2021, the City experienced a major winter snow and ice storm officially known as the February 13-17 2021 Winter Storm and unofficially known as Winter Storm Uri (“Winter Storm 2021”), which brought to the City sustained air temperatures below freezing causing one or more water and/or wastewater pipes at the Residence to burst, resulting in damage to the structure of the Residence; and

WHEREAS, Texas Local Government Code Chapter 380 allows the City to provide incentives for the promotion of economic development; and

WHEREAS, the promotion of the maintenance of existing habitable housing stock in the City promotes economic development within the City and is essential for the continued economic growth and vitality of the City; and

WHEREAS, it is well established that the availability of quality housing stock encourages the relocation of businesses and attracts new business enterprises as well as the expansion of existing business enterprises within the City, which in turn stimulates growth, creates jobs and increases property and sales tax revenues; and

WHEREAS, repair and maintenance of residential housing stock will attract and encourage business relocation and expansion since business will look to the available housing stock to meet the needs of management and the work force; and

WHEREAS, the City has determined that providing an economic development incentive for the repair of damage to the housing stock cause by Winter Storm 2021 in accordance with this Agreement will further the objectives of the City, will benefit the City and the City’s inhabitants and

will promote the local economic development and stimulate business and commercial activity in the City,

NOW THEREFORE, in consideration of the foregoing and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and on the terms and conditions hereinafter set forth, the Parties agree as follows:

Article I Term

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

Article II Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Approved Project” shall mean a project for home repairs to the Residence consisting of structural repairs of water damage resulting from Winter Storm 2021 to pipes, plumbing, electrical elements, floors, subfloors, walls, sheetrock, ceiling, and/or roof of the Residence but not including damage to land or any furniture, contents, appliances, or personal property located in or around the Residence, as approved by the City of Glenn Heights Office of Community Engagement as being eligible for an incentive under the Winter Storm 2021 Home Repair Program Home Improvement Incentive Program.

“City” shall mean the City of Glenn Heights, Texas.

“Completion of Repairs” shall mean the date upon which the City’s Building Official or his/her designee confirms, by inspection, that the Approved Project has been completed in accordance with all applicable regulations and laws.

“Effective Date” shall mean the last date of execution hereof.

“Event of Bankruptcy or Insolvency” shall mean insolvency, appointment of receiver for the Property Owners and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Property Owners and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Expiration Date” shall mean two (2) years from Completion of Construction.

“Home Repair Program” shall mean the City of Glenn Heights Winter Storm 2021 Senior Residents Home Repair Incentive Program adopted by Resolution No. _____.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Property Owners or any property or any business owned by Property Owners within the City.

“Incentive” shall mean an economic development incentive grant in the amount of \$ _____, which is an amount equal to the certified costs paid by the Property Owners for structural repairs to the Residence due to water damage resulting from Winter Storm 2021, with payment of those costs being evidenced by receipts submitted with the grant application and approved by the Office of Community Engagement, up to a maximum incentive amount of \$200.00.

“Residence” shall mean the single-family/multi-family residential structure, located at _____, Glenn Heights, Texas.

“Property Owners” shall mean the owner or owners of the Residence, jointly and severally, at least one of whom must be age 65 years or older as of February 13, 2021.

Article III Economic Development Incentive

3.1 **Payment.** Subject to the Property Owners’ continued satisfaction of the terms and conditions of this Agreement and the obligation of the Property Owners to repay the Incentive pursuant to Section 5.2 hereof, the City agrees to provide the Incentive to the Property Owners to be paid in a single lump-sum payment within fourteen (14) calendar days of the Effective Date.

3.2 **Current Revenue.** The Incentive made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City. Under no circumstances shall City’s obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the City’s obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution or other party.

Article IV Incentive Conditions

The City’s obligation to pay the Incentive shall be conditioned upon the Property Owners’ continued compliance with and satisfaction of the terms and conditions of this Agreement and each of the conditions set forth in this Article.

4.1 **Representations as to Third Party Payments.** The Property Owners make the following representations and acknowledge that but for the truth of these representations, the Incentive would not be provided:

- A. The Property Owners are, and have been since February 13, 2021, the record owners of the Residence;

- B. The Property Owners or at least one of them was, as of February 13, 2021, age 65 years or older;
- C. With regard to the Approved Project and costs incurred in making the repairs to the Residence, the Property Owners have made application to the Federal Emergency Management Agency ("FEMA") and to the insurance carrier providing homeowners or other insurance coverage for the Residence and to any other insurance carrier that may provide funding for any portion of the cost of the Approved Project. After consideration and crediting all financial benefits received from those sources and from any other third-parties, the Property Owners have still incurred an expense for repairs in the Approved Project in an amount equal to or exceeding the Incentive; and
- D. All damage to the structure of the Residence which is included in the Approved Project was solely caused by the Winter Storm 2021 and all receipts or other documents provided to City by Property Owners as required in section 4.3 hereof accurately reflect actual amounts paid by Property Owners for goods or services necessitated by the damage caused to the structure of the Residence by Winter Storm 2021, which amounts were not reimbursed or otherwise covered by any other source as set forth in section 4.1.B of this Agreement.

4.2 **Inspections.** The Property Owners agree to submit to periodic inspections of the Residence by the City during the period beginning with the Effective Date and ending on the Completion of Repairs.

4.3 **Repair Costs.** The Property Owners shall, as a condition precedent to the payment of the Incentive, provide copies of invoices, receipts and other documentation as may be reasonably requested by the City to verify the costs incurred and paid by the Property Owners for work performed on the Approved Project.

4.4 **Completion of Repairs.** The Property Owners shall cause Completion of Repairs for the Approved Project to occur on or before six (6) calendar months after the Effective Date.

Article V Termination

5.1 This Agreement shall terminate upon the occurrence of any one of the following:

- (a) mutual agreement of the parties;
- (b) the Expiration Date;
- (c) at the City's option, if any Impositions owed to the City or the State of Texas by Property Owners shall become delinquent (provided, however Property Owner retains the right to timely and properly protest and contest any such Impositions);
- (d) by the City, in the event Property Owners breach any of the terms or conditions of this Agreement and such breach is not cured within sixty (60) days after written notice thereof;

- (e) by the City, in the event the City determines, upon reasonable evidence, that any representation of the Property Owners set forth in the application for the Incentive, in the documents provided in support of the application, or in this Agreement was false when made or provided to the City;
- (f) by City, if the Property Owners suffer an Event of Bankruptcy or Insolvency;
- (g) by City, if any subsequent Federal or State legislation or any final, non-appealable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or
- (h) the sale or transfer of the Residence within one (1) year of the Effective Date.

5.2 In the event of termination by the City pursuant to 5.1(c), (d), (e), (f) (g) or (h) the Property Owners shall immediately repay to the City an amount equal to Incentive paid to Property Owners prior to termination of this Agreement. Should repayment not occur within thirty (30) calendar days of notice of termination and/or demand for repayment, the City may take all available legal steps for recovery of the Incentive, up to and including the placing of a lien upon the Residence and the real property associated with the Residence Property and/or the filing of a lawsuit to recover the Incentive. Property Owners acknowledge that they will be responsible for payment of the City's attorney's fees and other costs of collection, including but not limited to those associated with the filing and prosecuting a lawsuit and the expenses of collection and execution of any judgment obtained.

Article VI Miscellaneous

6.1 **Assignment.** This Agreement may not be assigned without the prior written consent of the City.

6.2 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto.

6.3 **Limitation on Liability.** It is understood and agreed between the parties that the Property Owners and/or Property Owner, in satisfying the conditions of this Agreement, have acted independently, and City assumes no responsibilities or liabilities to third parties in connection with these actions.

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Glenn Heights, Texas 75154

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Victoria W. Thomas
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
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500 N. Akard
Dallas, Texas 75201

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Executed on this _____ day of _____, 2021.

City of Glenn Heights, Texas

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

Approved As To Form:

Attest:

By: _____
Victoria W. Thomas, City Attorney

By: _____
Brandi Brown, City Secretary

Executed on this _____ day of _____, 2021.

Property Owners

By: _____
Name: _____

By: _____
Name: _____