



Town of Highland Park, Texas
TOWN COUNCIL MEETING
AGENDA

4:00 PM
September 25, 2017

4700 Drexel Drive
Town Council Chamber

WORK SESSION - 4:00 PM

- I. CALL TO ORDER**
- II. DISCUSSION**

TOWN COUNCIL REGULAR AGENDA - 4:00 P.M.

- I. CALL TO ORDER**
- II. INVOCATION**
- III. CITIZEN COMMENTS REGARDING ITEMS NOT ON THE AGENDA**

This is an opportunity for the public to address the Town Council on any subject not on the Agenda. In accordance with the Texas Open Meetings Act, the Town Council may not discuss issues raised or make any decision at this time. Issues raised may be referred to Town staff for research and possible future action.

IV. PROCLAMATION

- A. Mayor Williams will present a proclamation designating October 2-6, 2017, as National Customer Service Week.

V. CONSENT AGENDA

All items under the Consent Agenda are considered to be routine by the Town Council and will be enacted by one motion and vote. There will be no separate discussion of items unless a request by a Council Member is made prior to the time of the Town Council voting on the motion. In such event, the item will be removed, without debate, from the general order of business and considered in its normal sequence.

- A. Consider approval of the minutes of the Town Council study session held on June 20, 2017.
- B. Consider approval of the minutes of the Town Council meeting held on June 26, 2017.
- C. Consider approval of the minutes of the Town Council study session held

on July 5, 2017.

- D. Consider approval of the minutes of the Town Council meeting held on July 10, 2017.
- E. Consider approval of a resolution amending the Town's Master Fee Schedule effective October 1, 2017.
- F. Consider approval of an ordinance amending Section 3.03.037 of the Town's Code of Ordinances to change the title, "Permit Fees" to "Electrical Building Permit Fees."
- G. Consider approval of an ordinance amending the Fiscal Year 2016-17 Adopted Budget.
- H. Consider approval of interlocal agreements with Dallas County for: (i) food establishment inspections and vector and/or mosquito control; (ii) health services; and (iii) participation in the Household Hazardous Waste Program.

VI. MAIN AGENDA

- A. Consider approval of a bid in the amount of \$222,909 submitted by Lambert's for the Flippen Park Fountain Improvements Project.

VII. CLOSED SESSION

- A. In accordance with the Texas Government Code Chapter 551, Subchapter D, Section 551.071 - CONSULTATION WITH ATTORNEY - the Town Council will convene into closed session to consult with and seek legal advice from the Town Attorney regarding zoning regulations (PD 1 - Highland Park Village).
- B. In accordance with the Texas Government Code, Chapter 551, Subchapter D, Section 551.072 – REAL ESTATE – the Town Council will convene into closed session to deliberate the purchase, exchange, lease, or value of real property, to wit, a parcel of land owned by the Town located at 2500 Conveyor Lane, in the City of Dallas.
- C. In accordance with the Texas Government Code Chapter 551, Subchapter D, Section 551.071 - CONSULTATION WITH ATTORNEY - the Town Council will convene into closed session to consult with and seek legal advice from the Town Attorney regarding a Town legal matter (Dallas Love Field).
- D. In accordance with Texas Government Code Chapter 551, Subchapter D, Section 551.074 – PERSONNEL MATTERS – the Town Council will convene into closed session to conduct the annual duties, performance, and evaluation of the Town's Municipal Court Judges.
- E. In accordance with Texas Government Code Chapter 551, Subchapter D, Section 551.074 – PERSONNEL MATTERS – the Town Council will convene into closed session to conduct the annual performance evaluation of the Town Administrator.

VIII. OPEN SESSION

- A. Pursuant to Section 551.102 of the Texas Government Code, the final action, decision, or vote regarding VII. A. above, shall be made, if any.
- B. Pursuant to Section 551.102 of the Texas Government Code, the final action, decision, or vote regarding VII. B. above, shall be made, if any.
- C. Pursuant to Section 551.102 of the Texas Government Code, the final action, decision, or vote regarding VII. C. above, shall be made, if any.
- D. Pursuant to Section 551.102 of the Texas Government Code, the final action, decision, or vote, regarding VII. D. above, shall be made, if any.
- E. Pursuant to Section 551.102 of the Texas Government Code, the final action, decision, or vote, regarding VII. E. above, shall be made, if any.

IX. ADJOURNMENT

SPECIAL ACCOMMODATIONS FOR TOWN COUNCIL MEETINGS

Let us know if you need special assistance of any kind.

Please contact the Town of Highland Park Administrative staff at (214) 521-4161

7:30 a.m. to 4:30 p.m., Monday through Friday.



TOWN OF HIGHLAND PARK

Agenda Briefing

Council Meeting: September 25, 2017

Department: Customer Service

Director: Steven Alexander

TITLE

Mayor Williams will present a proclamation designating October 2-6, 2017, as National Customer Service Week.

BACKGROUND

RECOMMENDATION

FINANCIAL IMPACT

ATTACHMENTS:

File Name	Description
CS_Week_Proclamation_2017.docx	Customer Service Week Proclamation

Town of Highland Park, Texas

PROCLAMATION

WHEREAS, National Customer Service Week celebrates the importance of customer service and the people who serve and support customers on a daily basis; and

WHEREAS, National Customer Service Week serves as a time to recognize the contributions of those who understand and anticipate the needs of customers and their commitment to provide service that leads to customer loyalty and a sense of well-being; and

WHEREAS, National Customer Service Week affirms the impact of customer service professionals and the role they play to improve the quality of life in the community and strength of the organization; and

WHEREAS, the effectiveness of the qualified and dedicated personnel who provide customer service is essential in shaping the views and perceptions that customers have toward the organizations they serve; and

WHEREAS, this year marks the 33rd annual National Customer Service Week as established by the International Customer Service Association;

NOW, THEREFORE, on behalf of the Town Council of the Town of Highland Park, Texas, I hereby proclaim the week of October 2-6, 2017, as

"Customer Service Week"

in the Town of Highland Park, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Highland Park, Texas to be affixed hereto on this 25th day of September, 2017.

Joel T. Williams, III
Mayor

MINUTES OF A STUDY SESSION OF THE TOWN COUNCIL OF THE TOWN OF
HIGHLAND PARK, TEXAS, HELD AT THE TOWN HALL, 4700 DREXEL DRIVE, ON
TUESDAY, JUNE 20, 2017, AT 8:00 A.M.

Present at the meeting were Mayor Williams, Mayor Pro Tem Bob Carter, and Town Council Members David Dowler, Eric Gambrell, Margo Goodwin, and John McKnight.

UPCOMING AGENDA DISCUSSION

Action

“Consider approval of a request to extend a building permit to complete the construction of the single-family residence at 4336 Overhill Drive.” On a motion by Council Member Dowler, seconded by Council Member Goodwin, the Council voted unanimously to approve a request to extend a building permit to complete the construction of the single-family residence at 4336 Overhill Drive. Kirk Smith, Development Services Manager, stated that the information in the agenda packet provided the pertinent information, the homeowners were in attendance to answer any questions the Council may have, and Mr. Smith would also provide any further answers. Mayor Williams and Council Member Gambrell both asked Barry Buford, the builder, if he was convinced the building would be complete in five months. Mrs. Nancy Szor, owner of the property, stated that the neighbors have been very patient during the construction process. Council Member Goodwin described in detail the care given by the builder/contractor with regard to construction vehicle parking, collecting trash and debris, and maintaining a clean job site. Council Member Dowler stated that he frequently walks by the site. Council Member Gambrell added that the builder has a great reputation of being neighbor-friendly, and stressed the importance to complete the job within the extended period.

“Review and discuss a request from the property owner of 4321 Overhill Drive to allow synthetic turf in the front yard.” Kirk Smith explained the request and stated that he received an additional email message in support of the request from a neighbor across the street. Council Member Gambrell commented that the Town Council has addressed the issue of synthetic turf before. Kirk Smith responded that in 2012, an ordinance addressing synthetic turf in front yards was presented to the Town Council through an Administrative Committee review. Also in August of 2012, the Town received a request to install synthetic turf on a vacant lot. Council Member Gambrell stated that the request was not approved, and asked the name of Mr. Carreker’s contractor; the contractor is Synturf. Kirk Smith then explained that the Carrekers believed that the portion of their property facing St. Johns Drive was their rear yard; he further explained that their property is a combined building site, with both yards facing a public street, and is categorized as a double-frontage lot. Mayor Williams asked if the Council wished to ask questions of Kirk Smith. Hearing none, Mayor Williams introduced Denney Carreker, who owns the property. Mr. Carreker addressed the Council and explained that he purchased the property on Overhill Drive in 1990, and about ten years ago, purchased the adjoining property and combined the two building sites into one. In his opinion, the front yard faces Overhill Drive, where their mail is delivered and they receive guests. Mr. Carreker did not recall the St. Johns side being a front yard. Three years previously, he had synthetic turf installed in an area and one year later, extended synthetic turf to the north for cosmetic reasons. The shade on the St. Johns side makes it difficult to grow plant materials. Mr. Carreker added that the turf is installed behind hedges. His landscaping contractor was not aware of the Town’s prohibition regarding synthetic turf. Code enforcement staff discovered workers

installing synthetic turf in early June, in preparation for a party hosted by the Carrekers. Staff allowed the installers to finish for the party. Dirk Mosier, with Krause Landscape, confirmed that the turf was installed in an area with all shade and no sunlight. Denny Carreker stated that he is seeking this variance because the synthetic turf, in his opinion, makes the property more attractive, requires less water than natural turf, and enhances the property's curb appeal. He added that the cost to remove and replace the turf would be approximately \$14,000. In response to questions from the Council, Mr. Carreker explained that all of the synthetic turf, approximately 3,000 square feet, is located on the west side of the property and is as small a strip as possible. He added that during rain events, the synthetic turf makes the area less muddy. Mayor Williams expressed his belief that the Town's proposed turf ordinance is wrong; a number of residents have complained that the current Zoning Regulations do not allow the installation of synthetic turf in areas where grass doesn't grow; they do not want to plant ground cover because of the potential for mosquito infestation; and synthetic turf could be a way to conserve water. Council Member Gambrell asked Dirk Mosier, the landscape contractor with Krause Landscape, who hired SynLawn, the installer of Mr. Carreker's synthetic turf, how his oversight happened. Mr. Mosier responded that he also thought that the front yard faced Overhill Drive, and the rear yard faced St. Johns Drive; he added that he did not research the Town's ordinances. Council Member Gambrell stated that Mr. Carreker's contractor should have known the regulations.

Mayor Williams stated that the matter before the Council is a request from Mr. Carreker for a variance; he did not request that the Council change the ordinance. In response to a question from Mayor Pro Tem Carter, Mayor Williams expressed his preference to establish regulations for the installation of synthetic turf, conditioned upon requiring best practices and specifications for quality turf. He added that the Town should regulate the installation of synthetic turf if residents want it. Mayor Williams added that he does not know if the newest types of synthetic turf get hot and hold heat, and whether moisture is absorbed or causes a slight run-off. Council Member Dowler cited a location near his residence where a modern house has synthetic turf; although its appearance stands out a bit, in his opinion, as more people choose to install synthetic turf, he believes the impact will lessen. He also noted that the quality of the product is completely different than that originally used by the Houston Astros football team years ago. Council Member McKnight stated that amending the ordinance to allow the installation of synthetic turf does not pose any problems in his opinion, adding the need for detailed specifications listing what might or might not be acceptable. Matthew Boyle, Town Attorney, stated that the current ordinance absolutely prohibits the installation of synthetic turf in areas of public view; the only way to grant a variance for Mr. Carreker would be to universally make an exception, or do nothing and the current regulations would remain in effect. Following a discussion, Council Member Gambrell suggested: (i) conducting a public hearing to get input from other residents; and/or (ii) allow the Carrekers to keep the synthetic turf on a temporary basis. Council Member Gambrell acknowledged that some residents do not want synthetic turf at all; he questioned the need for a rushed judgment. Council Member Goodwin commented that the synthetic turf is visible from the street, but had no suggestions for other options for the Carrekers; Highland Park was founded on natural things such as specifying/restricting the types of trees that may be planted in the public rights-of-way. She does not believe that synthetic turf saves on water consumption, and she would not vote in favor of a variance.

Mayor Williams asked the Council if their preference would be to rescind the entire ordinance or entertain exceptions on a case-by-case basis. Council Member Goodwin stated her desire to accommodate the Carrekers' request, but believes it would require further discussion. Council

Member Dowler commented that allowing exceptions on a case-by-case basis could be overwhelming; he would prefer to amend the ordinance. Council Member McKnight stated his belief that it could be useful to reopen the discussion to amend the ordinance, but questioned the value of doing so, unless a universal ordinance could be crafted that everyone could live with. Council Member Gambrell stated that he is not interested in a quick and easy fix; procedurally, he questioned whether any Mayor would wish to micro-investigate this issue; he believes the Carrekers' landscape contractor did not serve them well, but he does not view this as an individual issue. In response to questioning, Council Member Gambrell would like to hold a public hearing to allow the public to voice their preferences. In response to Council Member Gambrell's question of this notice being given for this meeting, Matthew Boyle stated that a public hearing is not required unless the matter is a zoning issue. Following a discussion by the Council regarding possible conditions and limitations to include in an ordinance that would allow synthetic turf, Denney Carreker stated that he would have never installed the turf had he understood the prohibition; he further suggested a way to make it publicly known would be to require landscape contractors and companies to obtain a permit before installing landscaping. Bill Lindley suggested to continue "staying" the violation of the ordinance, and not make any modifications at this time, but in three or four months, bring the topic back in a study session for the Council to discuss. He added that the resident near Mr. Dowler will be notified by letter that their synthetic turf is in violation, and their case will be treated in the same manner as Mr. Carreker's. Mayor Williams added that if the Town staff has missed other turf installations, the property owners will be notified in the same manner. Council Member Gambrell stated the need to ensure that the residents understand. Matthew Boyle added that the Town is not waiving its rights by not enforcing the regulations.

"Review and discuss conducting a public hearing to receive the recommendation of the Zoning Commission regarding a request to amend the planned development ordinance to allow modifications to the Armstrong Elementary School campus at 3600 Cornell Avenue. Kirk Smith explained that the Zoning Commission reviewed the request and recommended approval. The upcoming public hearing will provide the Council an opportunity to receive the recommendation of the Zoning Commission and any additional public comments regarding the request. The architect provided staff with additional photos; the trees will remain and additional plant material will be installed around the base of the building. In response to a question from Council Member Goodwin, Bret Holzle with Stantec, the architectural firm, stated that the main entrance will be moved out ten feet, and in response to a question from Mayor Williams, Mr. Holzle stated that the addition should be completed in December or January.

Consent

"Review and discuss bids received for residential collection services for household hazardous waste." Ronnie Brown, Director of Town Services, described the current program wherein residents take their household hazardous waste (HHW) to the Dallas County Home Chemical Collection Center in northeast Dallas. Requests for proposals were sent to prospective bidders; two bids were received. Waste Management submitted the apparent low bid at a price of \$0.94 per household per month. The proposal provides for a resident to initiate the collection via telephone call or an online service request, specifying a date for the collection. The resident would place the material in a package provided by Waste Management, and set outside the residence for pick-up. Waste Management would pick it up and take it to their recycling center for disposal or recycling. Mr. Brown suggested starting the program in October. The public would be informed

of the proposed program through utility bills and the Town's website. Funding would be provided through an increase in the Town's franchise fees. Council Member McKnight expressed concern that this process for a resident to arrange a collection requires a great deal of effort; he asked if instead, the Town could provide a drop-off place for HHW, at Town Hall, for example; the disposal service could pick up HHW from Town Hall once per week. Bill Lindley explained that HHW cannot be comingled; as such, the Town would have to staff such a location. Additionally, staff would have to develop a budget for the project, which would probably be located at the Service Center. Considering these factors, Mr. Lindley stated that the Dallas County HHW Collection Center probably provides a much more efficient operation and economy of scale. Council Member McKnight suggested having three bins at Town Hall that could be locked. Mr. Lindley explained that during collection hours, people would throw their materials in any container. In addition to the issue of spillage, the U.S. Environmental Protection Agency has strict standards that could readily be compromised, as well as the issue of transporting the HHW to a facility for processing. Council Member Gambrell suggested a variation in which the service would provide an annual HHW pick-up by a professional who would be paid a flat fee. In his opinion, it would be more convenient for the resident, and annual service should be less expensive. Council Member Gambrell suggested hiring a private contractor to collect used paint cans once per year, estimating that 500 or fewer residents would utilize the service. Mayor Williams stated that the current recycling program held jointly with the City of University Park is excellent: twice a year, on a specific day, for several hours, residents can bring items to be recycled and paper documents to be shredded onsite. If paint recycling could be added, it would be even better. He agreed with Council Member McKnight that the proposed residential collection program is cumbersome, and stated that residents tend to dispose of HHW improperly. Council Member Goodwin commented that when a person decides to dispose of an item, they want to do so immediately. She added that the new program would probably require rate increases. Mayor Williams stated that Highland Park should provide its residents a more convenient way to dispose of HHW. Bill Lindley suggested that staff could develop a program for the Town to provide HHW collection and its price. Council Member McKnight again suggested providing on a periodic basis, a local place where the resident could take HHW – one day each quarter from 8:00 a.m. to 5:00 p.m., and make it known that any other day is not available for drop-off. Mayor Williams suggested conferring with the City Manager of University Park to see if such a program could be jointly developed. Council Member Dowler commented that many places such as Goodwill Industries and BestBuy stores accept electronic waste items, and Goodwill creates jobs. Bill Lindley suggested a campaign to inform residents that dried latex paint in a solid form can be collected as regular refuse.

“Review and discuss utilizing the professional services of Bureau Veritas of North America to conduct the plan review and inspection services for the renovation and addition to Building G in the Highland Park Village.” In response to questioning from Council Member Goodwin, Kirk Smith explained that the size of the Village project and the amount of time involved in all the various inspections would severely impact staff time for residential projects/inspections. Council Member Dowler asked if the rate schedule for Bureau Veritas has changed since 2008. Kirk Smith explained that the percentage remains the same, and that utilizing Bureau Veritas will be limited to the Building G project, excluding all other zoning changes in the Village.

FUTURE AGENDAS DISCUSSION

No items assigned to this category.

REPORTS

“Review and discuss traffic lane assignment for Wycliffe Avenue.” Rick Pyle, Director of Public Safety, explained that in 2014, three lanes were merged into one lane at the intersection of Wycliffe Avenue and St. Johns Drive. As a result, motorists change lanes in the intersection. The entire north curb line was designated as no parking; the south lane was designated as left-turn only, and the remaining two lanes were designated for through-traffic. Concerns have been expressed by residents who witness back-ups and speeders coming down the hill. The area of concern is within the City of Dallas jurisdiction; as such, Highland Park’s Public Safety Officers cannot issue citations. Council Member Dowler asked if the Town could advocate for Dallas to install a blinking light as a warning. Rick Pyle commented that it may be beneficial if Dallas were to install an arrow or sign higher up providing an advance warning. In response to a question from Council Member Goodwin, Lori Chapin, P.E., Director of Engineering, suggested that limiting the parking on the street to Sundays and Holidays could help. Bill Lindley stated that the area of the Wycliffe Avenue/St. Johns Drive intersection could be expanded into the scope of work for the drainage project. Council Member Goodwin added that signage further uphill could be helpful.

“Review and discuss the Financial Report for the period ending April 30, 2017.” Steven Alexander, Director of Administrative Services and Chief Financial Officer, stated that overall financials look good – overall revenue is approximately 70% of projections and overall expenses are approximately 56% of budgeted amounts. Building permit revenue is gaining and should continue over the next few months. Sales tax revenue is expected to finish the year as projected. Utility Fund revenue is okay, but he would like to see water sales increase. Mr. Alexander reported that the Dallas County Park Cities Municipal Utility District has approved a draft budget for Fiscal Year 2017-18 with no rate increase for water purchased by the Town.

There being no further business to come before the Council, the meeting was adjourned at 9:39 a.m.

APPROVED on this the 25th day of September, 2017.

By:

Joel T. Williams, III
Mayor

ATTEST:

Gayle Kirby
Town Secretary

MINUTES OF A MEETING OF THE TOWN COUNCIL OF THE TOWN OF HIGHLAND PARK, TEXAS, HELD AT THE TOWN HALL, 4700 DREXEL DRIVE, ON MONDAY, JUNE 26, 2017, AT 4:00 P.M.

Present at the meeting were Mayor Joel T. Williams, III, Mayor Pro Tem Bob Carter, and Town Council Members Eric Gambrell, Margo Goodwin, and John McKnight. Absent from the meeting was Council Member David Dowler.

Mayor Williams called the meeting to order and asked the Town Council if they wished to discuss any item(s) on the Regular Agenda, to which there was no response.

Council Member McKnight gave the Invocation.

Mayor Williams asked if anyone in the audience wished to speak on any subject not on the agenda, to which there was no response.

Mayor Williams recognized Wagner Perry, Boy Scout Troop 82, attending the meeting to satisfy the requirements of the Citizenship in the Community Merit Badge.

Mayor Williams recessed the Council meeting at 4:02 p.m. and convened a public hearing to receive the recommendation of the Zoning Commission and citizen comments regarding a request from the Highland Park Independent School District to amend the planned development ordinance for the Armstrong Elementary School at 3600 Cornell Avenue. Kirk Smith, Development Services Manager, stated that the Zoning Commission reviewed the request at its meeting on May 31, 2017, and recommended approval. The request is to allow the construction of a two-story addition to the southeast corner of the school building. Mr. Smith displayed two slides depicting the proposed new addition. Mayor Williams asked if the Town received any letters or other correspondence in favor of, or in opposition to the request, to which Mr. Smith replied in the negative. Mayor Williams asked if anyone in the audience wished to speak in favor of, or in opposition to the request. Hearing none, Mayor Williams asked if any Town Council Member wished to offer comments or ask questions. Hearing none, Mayor Williams closed the public hearing at 4:04 p.m. and reconvened the Town Council meeting.

On a motion by Council Member McKnight, seconded by Council Member Goodwin, the Council voted unanimously to approve Items A. through C. on the Consent Agenda. Prior to the vote, Mayor Williams stated that the Council reviewed the items at its study session on June 20, 2017, and explained that with a consent agenda, several items are voted upon in one motion; any Council Member could request that any item(s) be removed for discussion and voted upon separately. Mayor Williams asked if any Council Member had such a request, to which there was no response.

- A. Consider approval of the minutes of the Town Council study session held on April 4, 2017.*
- B. Consider approval of the minutes of the Town Council meeting held on April 10, 2017.*
- C. Consider approval of staff utilizing the professional services of Bureau Veritas of North America to conduct the plan review and inspection services for the renovation and addition to Building G in the Highland Park Village.*

On a motion by Mayor Pro Tem Carter, seconded by Council Member Gambrell, the Council voted unanimously to approve Ordinance No. 2022 amending the planned development ordinance for Armstrong Elementary School to allow: construction of a two-story addition to the southeast corner end of the school building at 3600 Cornell Avenue.

ORDINANCE NO. 2022

AN ORDINANCE OF THE TOWN OF HIGHLAND PARK, TEXAS AMENDING THE CODE OF ORDINANCES OF THE TOWN OF HIGHLAND PARK, CHAPTER 14 "ZONING," SECTION 26 "LIST OF SPECIFIC USE PERMITS, PLANNED DEVELOPMENTS AND COMBINED BUILDING SITES," 26-100 PD ORDINANCE NO. 1307, "ARMSTRONG ELEMENTARY AT BLOCK 53, LOTS 16-20, BLOCK 54, LOTS 1 AND 2, 20 FEET OF LOT 3, BLOCK 63, 20 FEET OF BLOCK 64, LOTS 7 AND 8, HIGHLAND PARK FOURTH INSTALLMENT, AN ADDITION TO THE TOWN OF HIGHLAND PARK, SECTION 2, AS AMENDED, WHICH CREATED A PLANNED DEVELOPMENT DISTRICT FOR ARMSTRONG ELEMENTARY SCHOOL, TO ALLOW CONSTRUCTION OF A TWO-STORY ADDITION TO THE SOUTHEAST CORNER OF THE SCHOOL BUILDING; PROVIDING A VALIDITY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES OF THE TOWN OF HIGHLAND PARK; AND PROVIDING AN EFFECTIVE DATE.

Mayor Williams recessed the Council meeting at 4:07 p.m. and convened a closed session under Section 551.071 of the Texas Government Code to consult and seek legal advice from the Town Attorney regarding a Department of Public Safety claim/audit. No final action, decision, or vote was taken during the closed session. Mayor Williams closed the closed session at 4:17 p.m. and reconvened the Council meeting in open session.

Mayor Williams asked if the Council wished to take final action, make a decision or a motion on Agenda Item VIII. A. Hearing none, and with no further business to come before the Council, Mayor Williams adjourned the meeting at 4:17 p.m.

APPROVED on this the 25th day of September, 2017.

By:

Joel T. Williams, III
Mayor

ATTEST:

Gayle Kirby
Town Secretary

MINUTES OF A STUDY SESSION OF THE TOWN COUNCIL OF THE TOWN OF HIGHLAND PARK, TEXAS, HELD AT THE TOWN HALL, 4700 DREXEL DRIVE, ON WEDNESDAY, JULY 5, 2017, AT 8:00 A.M.

Present at the meeting were Mayor Joel T. Williams, III, Mayor Pro Tem Bob Carter, and Town Council Members David Dowler, Eric Gambrell, and John McKnight. Absent from the meeting was Council Member Margo Goodwin.

UPCOMING AGENDA DISCUSSION

Action

“Review and discuss an Interlocal Agreement with Dallas Area Rapid Transit.” Bill Lindley, Town Administrator, explained that the DART Board of Directors is scheduled to consider approval of the agreement at its meeting on July 22, 2017. The agreement provides a reimbursement of transit-related sales tax remitted to DART by the Town which will be used for specified street and communications projects over the next ten years through DART’s Transportation Related Improvement Program (“TRIP”). The North Central Texas Council of Governments (“COG”) through its Regional Transportation Council (“RTC”) will share in the funding over the next five years, with the prospect of renewing after five years. There is also a possibility that DART may renew for an additional ten years. The Town will receive an average annual amount of \$1.6 million over ten years. In response to a question from Council Member McKnight, Bill Lindley explained that DART receives approximately \$3.5 million per year in sales taxes paid by the Town; DART’s only bus route in the Town is on Preston Road, and the Town does not have rail service.

Consent

“Review and discuss referring to the Zoning Commission a request to amend the Town’s Zoning Ordinance to combine 4822 and 4824 Abbott Avenue into one building site.” Kirk Smith, Development Services Manager, explained that Michael Chambless submitted a request to combine the two building sites. He plans to construct a one-story addition to the south side of the existing residence and use the remaining area as open yard. The Town has received no comments or correspondence from anyone in opposition to the request.

“Review and discuss amending the current commercial solid waste and portable toilet services franchise ordinance to include grease trap service providers.” Ronnie Brown, Director of Town Services, explained that the proposed ordinance would expand the commercial solid waste and portable toilet franchise to include grease trap service providers. Additionally, staff proposes to extend the franchise agreements to a term of five (5) years, with the Town retaining its right to adjust the franchise fee during the five-year term, if necessary. Bill Lindley added that Heather Cerda, Project Coordinator in the Town’s Engineering Department, met with the restaurant owners to advise them of new regulations, and is working with staff to draft regulations to be incorporated into the amendment to the franchise ordinance.

“Review and discuss bids for the rehabilitation and painting of the two bridges on Armstrong Avenue.” Lori Chapin, P.E., Director of Engineering, explained that two bids were opened on June 9, 2017. The staff estimate for the project was \$213,000; the lowest bid was in the amount of \$321,500. Staff recommends rejecting the bids, reviewing the scope of work to identify areas where costs may be reduced, and re-bidding the project. Ms. Chapin explained that the containment of paint from sandblasting is difficult, and likely increases the cost. In response to a question from Council Member McKnight regarding related work that could be done in-house, Ms. Chapin responded that painting and irrigation could be done by staff. She also suggested that the project could be split over two fiscal years to lessen the financial impact to one fiscal year. Bill Lindley suggested the possibility of painting over the existing paint which could provide substantial savings. In response to further questioning by Council Member McKnight, Ms. Chapin affirmed that the work on the two bridges is cosmetic and that the structures are in good condition.

FUTURE AGENDAS DISCUSSION

No items assigned to this category.

REPORTS

No items assigned to this category.

There being no further business to come before the Council, the meeting was adjourned at 8:14 a.m.

APPROVED on this the 25th day of September, 2017.

By:

Joel T. Williams, III
Mayor

ATTEST:

Gayle Kirby
Town Secretary

MINUTES OF A MEETING OF THE TOWN COUNCIL OF THE TOWN OF HIGHLAND PARK,
TEXAS, HELD AT THE TOWN HALL, 4700 DREXEL DRIVE, ON MONDAY, JULY 10, 2017,
AT 4:00 P.M.

Present at the meeting were Mayor Joel T. Williams, III, Mayor Pro Tem Bob Carter, and Town Council Members David Dowler, Eric Gambrell, Margo Goodwin, and John McKnight.

Mayor Williams called the meeting to order and asked the Town Council if they wished to discuss any item(s) on the Regular Agenda, to which there was no response.

Matthew Boyle, Town Attorney, gave the Invocation.

Mayor Williams asked if anyone in the audience wished to speak on any subject not on the agenda, to which there was no response.

On a motion by Council Member Dowler, seconded by Council Member McKnight, the Council voted unanimously to approve Items A. through D. on the Consent Agenda. Prior to the vote, Mayor Williams stated that the Council reviewed the items at its study session on July 5, 2017, and explained that with a consent agenda, several items are voted upon in one motion; any Council Member could request that any item(s) be removed for discussion and voted upon separately. Mayor Williams asked if any Council Member had such a request, to which there was no response.

- A. Consider referring to the Zoning Commission a request to amend the Town's Zoning Ordinance to combine 4822 and 4824 Abbott Avenue into one building site.*
- B. Consider approval of an Interlocal Agreement with Dallas Area Rapid Transit.*
- C. Consider rejecting bids received for the rehabilitation and painting of the two bridges on Armstrong Avenue.*
- D. Consider approval of amending the current commercial solid waste and portable toilet services franchise ordinance to include grease trap service providers.*

On a motion by Mayor Pro Tem Carter, seconded by Council Member Goodwin, the Council voted unanimously to approve the appointment of Michael L. McCullough, M.D., as the Town's Local Health Authority. Dr. McCullough was unable to attend the Town Council meeting; the plaque recognizing his service to the Town will be presented to him at a later date.

There being no further business to come before the Council, the meeting was adjourned at 4:03 p.m.

APPROVED on this the 25th day of September, 2017.

By:

Joel T. Williams, III
Mayor

ATTEST:

Gayle Kirby
Town Secretary



TOWN OF HIGHLAND PARK

Agenda Briefing

Council Meeting: September 25, 2017

Department: Fiscal & Human Resources

Director: Steven J. Alexander

TITLE

Consider approval of a resolution amending the Town's Master Fee Schedule effective October 1, 2017.

BACKGROUND

The Town manages the various fees for services through the maintenance of its Master Fee Schedule.

Some fees are established to be sufficient to cover the cost of the respective service for which they are imposed (e.g., water sales, building services fees) and others are at levels that are intended to provide a partial offset of the cost (e.g., swimming pool use fees, Library fees). Some fees, such as the Storm Water Drainage Utility fee, are established to generate resources to meet current and future funding needs.

Each year during the budget development process, the staff reviews the fee schedule to determine if any additional user fees are warranted, to evaluate the adequacy of existing fees, the relationship of revenues to costs, and how the Town's fees measure against comparison cities.

The FY 2017-18 Proposed Budget includes fee changes to defray the cost of new programs, adjust for increases in service contracts, compensate for inflation pertaining to fees in the Storm Water Drainage Fund, and better align the Town's fees with that of its comparison cities.

Fee changes related to proposed new programs include increases and additions to Section II Building Inspection, largely to offset costs for the Plan Reviewer position. The additions for this program include subcontractor categories to the contractor registration fees and plan review for remodels and additions valued at \$100,000 and greater.

Solid waste collection and recycling charges are proposed to increase 5.5% based on escalation of the current contract. A new collection contract will go into effect starting January 1, 2018, and will require additional increases at that time. Both increases are included in the Proposed Budget. Storm water drainage fees are planned to increase 2.24%, based on the twelve-month change in the consumer price index through March 2017.

After an extensive review of the Town's fee structure in relation to comparison cities, increases are recommended for the Library's Non-Resident fee, ambulance rate charges for mileage, a new Treat/No Transport fee, Plumbing Permits, Gas Permits, Electrical Permits, Building Permits, and annual alarm permits. The Grease Trap Inspection fee and the Right-of-Way fee are also included in the Fee Schedule.

The proposed fee schedule is included and highlights all the proposed changes to the Town's current Master Fee Schedule.

RECOMMENDATION

The staff recommends approval. The Town Council reviewed this item at its study session on September 5, 2017.

FINANCIAL IMPACT

The proposed fee changes, effective October 1, 2017, are anticipated to generate an additional \$138,588 which has been incorporated into the FY 2018 Proposed Budget. An additional \$152,678 is anticipated based on the new solid waste collection contract effective January 1, 2018.

ATTACHMENTS:

File Name	Description
Res._No._007-17_- _Amending_the_Master_Fees_Schedule_Effective_10-01- 2017.pdf	Proposed Resolution

RESOLUTION NO.

A RESOLUTION OF THE TOWN OF HIGHLAND PARK, TEXAS ("TOWN") AMENDING ITS MASTER FEE SCHEDULE.

WHEREAS, the Town makes certain services, documents, publications and facilities available to the public; and

WHEREAS, the Town wishes to make changes to the fees and services provided by the Town that are associated with various departments in the General Fund, in the Storm Water Drainage Fund, and in the Utility Fund;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Highland Park, Texas, that the Master Fee Schedule, as attached, is hereby amended effective October 1, 2017.

PASSED AND APPROVED the 25th day of September 2017.

APPROVED AS TO FORM:

APPROVED:

Matthew C.G. Boyle
Town Attorney

Joel T. Williams, III
Mayor

ATTEST:

Gayle Kirby
Town Secretary

The logo of the Town of Highland Park, Texas, is a large, light gray watermark in the background. It features a stylized 'HP' monogram inside a four-lobed, rounded square frame.

TOWN OF HIGHLAND PARK, TX

MASTER FEE SCHEDULE

APPROVED September 25, 2017

EFFECTIVE October 1, 2017

**MASTER FEE SCHEDULE
WITH CODE OF ORDINANCE REFERENCE (WHERE APPLICABLE) TABLE OF
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I. ADMINISTRATIVE SERVICES

1. Health Permit (Ch. 6, Sec. 6.03.005)

An annual fee listed below will be collected from each food service establishment for a health permit issued by the Town and thereafter for the renewal of such permit.

Annual Health Permit Fee	\$200.00
Additional inspections, if required	\$75.00 each
Partial year	\$75.00/inspection plus
	\$50.00 Administrative fee

2. Facility Rental (subject to conditions included with required application)

Highland Park Room/Court Room	\$750.00/day
Utilities & Maintenance	\$30.00/hour

3. Returned Check Charge

The maximum charge permitted under Texas law will be imposed by the Town for the collection of checks returned by the banks for the lack of funds when such checks are used in payment to the Town for deposits or obligations legally owned by the issuer of the said returned checks. The Director of Fiscal and Human Resources will add the returned check charge to the other obligations owned to the Town by the issuer of the returned checks. The same charge shall be applied to electronic funds transactions in which lack of funds prevents payment from being made.

The Director of Fiscal and Human Resources, with the approval of the Town Administrator, may waive such charge if the Town was negligent in the cashing of the check or if special circumstances deem the waives as appropriate; however, in all cases of a waiver complete records must be made of the reason for the waiver.

4. Photocopy Charges

Article 6252-17a of the Texas Statutes allows the Town to charge a reasonable fee to cover the costs of reproducing public documents for private use. The charge for reproducing such documents will be based on the following guidelines:

(1) Reproduction Charges

Standard size 8.5" x 14"	\$0.10/per page	
Standard size 8.5" x 14" - Color	\$0.15/per page	New
Non-standard size	\$0.50/per page	
Diskette	\$1.00/each	
Rewritable CD (CD-RW)	\$1.00/each	
Non-rewritable CD (CD-R)	\$1.00/each	
Digital video disc (DVD)	\$3.00/each	
Body worn camera recording - released	\$10.00 per recording	New
Body worn camera recording - unreleased	\$1.00 per full minute	New

(2) Exception:

The charges in section (1) do not apply to official publications normally offered to the public free of charge.

Labor, overhead charge, document retrieval charge and computer resource charge as well as other charges as allowed by §70.3, Texas Administrative Code, as amended.

5. Library Services (Ch. 1, Sec. 10)

(1) Use of Library

Resident	No charge	
Non-resident: Unlimited usage	\$200.00/household/year	\$250.00 per/household/year
Limited use card - five (5) items	\$25.00/each	

(2) Late Return of Materials

Non-accessioned paperbacks	\$0.10/day to a maximum fine of \$1.00.	
Accessioned materials other than periodicals and movies	\$0.10/day to a maximum fine of \$5.00	Accessioned materials not list below
Periodicals	\$0.10/day to a maximum fine equal to the current retail price of the periodical	
Movies, Playaway Launch pad, Playaway View, and Books with DVD	\$1.00/day to a maximum fine equal to the current retail price of the movie	\$1.00/day to a maximum fine equal to the current retail price of the material

(3) Other Fees

Processing fee for lost materials	\$5.00/item	\$10.00/item
Fee for certified letter	\$5.00/letter	
Standard Size Copy	\$0.10 per page	Current Fee Not Listed
Standard Size Copy – Color	\$0.25 per page	Current Fee Not Listed
11" X "17" Size Copy	\$0.20 per page	Current Fee Not Listed
11" X "17" Size Copy – Color	\$0.50 per page	Current Fee Not Listed

6. Miscellaneous Charges

Certification of any document	\$2.00 per document
Contract preparation for 9-1-1 service providers	\$125.00
Payroll deduction for Child Support	\$5.00/month/deduction

II. Building Inspection (Ch. 3)

1. Contractor Registration Fees:

Plumbing	No charge	
Irrigation	\$125.00	
Electrical	\$125.00	No charge
Mechanical	\$125.00	
General Contractor	\$125.00	
Concrete	\$125.00	New
Bonded Concrete	\$125.00	New
Demolition	\$125.00	New
Drainage	\$125.00	New
Bonded Excavation	\$125.00	New
Landscape (Art. Turf)	\$125.00	New
Fence	\$125.00	New
Pool	\$125.00	New
Roofing	\$125.00	New
Sign	\$125.00	New
Certified Backflow Tester	No charge	\$125.00
Fire Sprinkler	No charge	
Alarm	No charge	

2. Plumbing Permit Fees

Permit fees covering the installation, alteration and repair of plumbing, plumbing fixtures, fittings and/or appurtenances shall be paid to the Town as follows:

Plumbing permit fee	\$50.00	\$75.00
Each fixture	\$5.00	
Re-inspection	\$10.00	\$50.00
Water service line	\$10.00	
Sewer service line	\$10.00	
Irrigation systems	\$50.00	\$100.00

3. Gas Permit Fees

Permit fees covering the installation, alteration and repair of gas piping, gas appliances or gas equipment shall be as follows:

Gas permit fee	\$50.00	\$75.00
Each outlet	\$5.00	
Re-inspection	\$10.00	\$50.00
Yard line	\$10.00	

4. Electrical Permit Fees

Permit fees for covering the installation, alteration and repair of electric wiring, electric apparatus, and electric equipment shall be as follows:

Electrical permit fee	\$50.00	\$120.00
Each electrical circuit	\$2.00	
Electrical service (per ampere)	\$0.10	
Light fixtures (each)	\$1.00	
Motors (each)	\$2.00	
Swimming pool ground	\$10.00	
Re-inspection	\$10.00	\$50.00

5. Building Permit Fees

Permit fees covering the erection, construction, enlargement, alteration, repair, movement, demolition, conversion, or equipping of any building or structure or any portion of any building or structure in the Town when the cost exceeds \$500.00 shall be as follows:

\$500.00-\$4,999.99	\$50.00	
\$5,000.00 or more	1% or value to nearest \$1,000.00	
Raze a main building	\$200.00	\$500.00
Raze an accessory building	\$25.00	\$100.00

6. Plan Review Fee (non-refundable)

Plan Review fee	\$200.00	\$250.00
Plan Review for remodel/addition \$100,000 or greater	\$250.00	New

7. Mechanical Permit Fees

Permit fees covering the installation, alteration, repair, or replacement of mechanical systems, equipment, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air conditioning and refrigeration systems or other energy-related systems, shall be as follows:

\$500.00-\$4,999.99	\$50.00
\$5,000.00 or more	1% or value to nearest \$1,000.00

8. Fire Sprinkler Permit Fees

Permit fees covering the installation, alteration, repair, movement, conversion, or equipping of a fire sprinkler system shall be as follows:

\$500.00-\$4,999.99	\$50.00
\$5,000.00 or more	1% or value to nearest \$1,000.00

9. Right-of-Way Fees

Network Node application fee	\$500.00 (1-5 network nodes); \$250.00 (each additional network node); \$1,000.00 per pole
------------------------------	---

III. Utilities (Ch. 13, Sec. 13.02)

1. Service Fees

After hour fee	\$35.00	\$100.00
Fee after non-payment of bill Service Fee	\$20.00	\$50.00

2. Water Rates (Ch. 13, Sec 13.02.042)

Monthly service charge	\$16.31 per each customer unit served for any portion of a billing period
Unit cost per 1,000 gallons metered:	
0-12,000 gallons	\$5.13
12,001-30,000 gallons	\$5.90
30,001-60,000 gallons	\$7.08
60,001 and greater	\$9.20

3. Sewer Rates (Ch 13, Sec 13.02.043)

For water service that is connected to plumbing which drains into the sanitary sewer.

Monthly service charge	\$14.06 per each customer unit served for any portion of a billing period
Unit cost per 1,000 gallons metered	\$5.54

4. Grease Trap Inspection Fee (Ch 13, Sec 13.03.002)

For businesses who utilize a grease trap in their daily operations.

Grease Trap Permit Fee	\$150.00 per year	New
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5. Storm Water Rates (Ch 13, Sec 13.06.006)

For each dwelling unit receiving water or wastewater.

Monthly charge for residential property (property area in square feet):		
Up to 5,000	\$4.32	\$4.42
5,001-10,000	\$6.94	\$7.10
10,001-21,800	\$10.09	\$10.32
21,801-43,600	\$17.70	\$18.10
More than 43,600	\$34.10	\$34.86

Monthly charge for commercial property and unimproved property: Per each 100 square feet of land calculated to be the CDA of the commercial or unimproved real property	\$0.130	\$0.130
Maximum for unimproved property	\$34.10	\$34.86

IV. Solid Waste Collection (Ch. 13, Section 13.05.043)

1. Collection Fees

For all bills rendered by the Town on or after October 1 2017, for the removal of garbage and trash, the Town shall charge for its services in removing garbage and trash as follows:

- (1) The collection of service for a single-family or duplex residence:

Alley service	\$21.90/dwelling unit per month	\$23.10/dwelling unit per month
Pack-out collection service	\$43.46/dwelling unit per month	\$45.85/dwelling unit per month

- (2) The collection service charge for an apartment which receives collection services from the Sanitation Collection Department per dwelling unit:
~~\$19.92~~ \$21.02/ per month.

- (3) For business and commercial establishments, schools and churches:

No. of Poly Carts	Monthly Charge	
1	\$108.53	\$114.50
2	\$204.33	\$215.57
3	\$297.80	\$314.18
5	\$456.62	\$481.73
10	\$775.96	\$818.64
11	\$839.81	\$886.00

- (4) Commercial service charges for annual mechanical collection with a maximum of one (1) truck load per week average shall be two thousand eight hundred twenty dollars and eighty-three cents (\$2,820.83).

2. Solid Waste, Portable Toilet Service, and/or Grit and Grease Trap Franchise.
The filing fee for the required application for a non-exclusive franchise is \$300.00.

- V. Charge for collection of recyclables (Ch. 13, Section 13.05.044)
For all bills rendered by the Town after October 1, 2008, for the collection of recyclables, the Town shall charge for its services in collecting recyclables as follows:

- (1) Collection of service for a single-family, a two-family (duplex) or a multifamily residence: (Ordinance 1762 adopted 09/08/2008)

\$2.62/dwelling unit per month	\$2.76/dwelling unit per month
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VI. PUBLIC SAFETY AND JUDICIAL

1. **Accident Report:**

Accident Report fee	\$6.00/report – no charge to other police and fire agencies
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2. **Ambulance (MICU) Service (Ch. 6, Sec. 6.05.004)**

Transportation to Dallas area hospitals for emergency medical services:

Town resident and mutual aid	\$800.00	Eliminate
Non-Town resident	\$900.00	Eliminate
Mileage	\$9.00	\$15.00/mile
Treatment / No Transport Fee	\$125.00	New

Additional fees will be charged for each emergency medical aid provided to the person or persons transported including, but not limited to, drugs, bandaging, oxygen, electrocardiogram (EKG), etc. The cost of these items will be as follows:

Town Provided Drugs & Supplies	Two and one-half times cost	
Oxygen & Supplies	\$115.00	
BLS Supplies	\$225.00	Eliminate
ALS Supplies	\$325.00	Eliminate
BLS – Resident Fee	\$800.00	New
BLS – Non-Resident Fee	\$900.00	New
ALS I - Resident Fee	\$900.00	New
ALS I – Non-Resident Fee	\$1,000.00	New
ALS II – Resident Fee	\$1,000.00	New
ALS II – Non-Resident Fee	\$1,100.00	New

3. Solicitor's License (Ch. 4, Sec. 4.04.034)

At the time the application is filed with the Department, the applicant shall pay, per each solicitor or peddler, a nonrefundable permit fee to the Town to cover the cost of processing the application and investigating the facts stated therein.

Solicitors' License	\$35.00	\$50.00
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4. Impoundment Fees for Animals (Ch. 2, Sec. 2.01.010)

Redemption of animal; fees.

Animal pound fee	\$90.00/animal
Animal redeemed after 72 hours	\$10.00/day

5. Alarm Permit/Direct Alarm Monitoring Fees (Ch. 4, Sec. 4.02.007)

A person who desires to install and/or operate an alarm system or a local alarm system in the Town after the effective date hereof shall register said security system with the Department of Public Safety.

(1) Annual fee

Alarm Permit annual fee	\$30.00	\$48.00
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(2) Monthly monitoring fees

Cellular service fee	\$35.00
Traditional phone line fee	\$28.00

(3) Restoration fee

Restoration fee	\$100.00
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(4) Alarm Inspection fees

Initial Inspection	No charge
First Re-inspection	\$50.00
Subsequent Re-inspection	\$100.00

(5) Charge for Invalid Alarms

First five (5) invalid alarms per year	No charge
Charge per invalid alarm in excess of five	\$50.00 each

6. Horse-Drawn Carriage Permit Fees (Ch. 12, Sec. 12.11)

Carriage License (Business)	\$100.00
Carriage Registration	\$50.00
Carriage Driver Permit	\$25.00

7. Medical Records Fees

Retrieval fee (paper reports only)	\$30.00 including first ten (10) pages duplicated
Retrieval fee (electronically stored records)	\$45.00 including first ten (10) pages duplicated
Additional Pages	\$1.00 each – pages 11-60 \$0.50 each – pages 61-100 \$0.25 each – over 100
Fee for written responses to a written set of questions	\$25.00

8. Background Check Fee

Background Check Fee	\$40.00	\$40.00 plus actual costs from other agencies
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VII. PARKS AND RECREATION

1. Tennis Permits

All qualified residents of the Town of Highland Park, upon making application with the Utilities Office, may secure an annual Tennis Permit. Such permit shall be numbered and coded as to indicate the time of its validity. The charge shall be as follows:

Individual Permit	\$40.00
Family Permit	\$80.00

2. Swimming Pool Fees

- (1) All residents of Highland Park, upon making application, may secure an Annual Swimming Pool Permit. The charge for Annual Swimming Pool Permits shall be:

Season Pass	\$60.00/resident
Family Season Pass	\$60.00/resident family member to a maximum of four (4), then \$30.00 for each additional family member when purchased same day.
Daily Pass	\$7.00



TOWN OF HIGHLAND PARK

Agenda Briefing

Council Meeting: September 25, 2017

Department: Building Inspection

Director: Ronnie Brown

TITLE

Consider approval of an ordinance amending Section 3.03.037 of the Town's Code of Ordinances to change the title, "Permit Fees" to "Electrical Building Permit Fees."

BACKGROUND

The State of Texas recently passed House Bill 3329 which prohibits a municipality from charging a registration fee to an electrician who holds a license issued by the Texas Department of Licensing and Regulation. Assuming there may be a financial impact to a municipality, the statute does provide the right to collect a "building permit" fee for the electrical work.

Because the Town is no longer allowed to charge a fee for administratively verifying the proper license and credentials of electricians working within the Town, staff proposes to increase the base permit fee by amending the Master Fee Schedule. However, the current electrical regulations of the Town listed in Chapter 3, Building Regulations, Article 3.03, Electricity, Section 3.03.037(a), Permit fees, of the Code of Ordinances of the Town of Highland Park states, "Fees covering the installation, alteration and repair of electrical wiring, electrical apparatus, and electrical equipment shall be established by Town Council resolution." To comply with the recently approved statute established in House Bill 3329 (see attached), the Town's electrical regulations should be modified to reflect "Electrical Building Permit Fees" in lieu of "Permit fees." The proposed ordinance is attached.

Additionally, Chapter 3, Building Regulations, Article 3.03, Electricity, Section 3.03.037(b) is amended and replaced to read as follows:

- (b) All but \$50.00 of the electrical building permit fee can be refunded if work has not commenced and request for refund is made in writing no more than thirty (30) days from issuance of permit.

RECOMMENDATION

Staff recommends approval. This item was reviewed by the Council at its study session on September 19, 2017.

FINANCIAL IMPACT

None.

ATTACHMENTS:

File Name

Description

HB_3329.pdf

HB 3329

HB_3329_and_TML_legal_opinion.pdf

TML Legal Opinion

Amending_Section_3.03.037_Title_Permit_Fees_to_Electrical_Building_Permit_Fees.docx Proposed Ordinance

AN ACT

relating to regulation of electricians by local governments.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 1305.201, Occupations Code, is amended by amending Subsection (a) and adding Subsection (f) to read as follows:

(a) This chapter does not prohibit a municipality or region from regulating electricians or residential appliance installers by:

- (1) enacting an ordinance requiring inspections;
- (2) offering examinations;
- (3) issuing municipal or regional licenses; or
- (4) collecting permit fees for municipal or regional licenses and examinations from ~~[electricians and]~~ appliance installers for work performed in the municipality or region.

(f) A municipality or region may not collect a permit fee, registration fee, administrative fee, or any other fee from an electrician who holds a license issued under this chapter for work performed in the municipality or region. This subsection does not prohibit a municipality or region from collecting a building permit fee.

SECTION 2. This Act takes effect September 1, 2017.

President of the Senate

Speaker of the House

I certify that H.B. No. 3329 was passed by the House on May 2, 2017, by the following vote: Yeas 145, Nays 0, 1 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 3329 was passed by the Senate on May 19, 2017, by the following vote: Yeas 31, Nays 0.

Secretary of the Senate

APPROVED:

Date

Governor

Texas Legislature Online History

Bill: HB 3329**Legislative Session:** 85(R)**Council Document:** 85R 10572 JCG-F**Last Action:** 05/29/2017 E Effective on 9/1/17**Caption Version:** Enrolled**Caption Text:** Relating to regulation of electricians by local governments.**Author:** Paddie**Sponsor:** Campbell**Cosponsor:**

Subjects: City Government--General (I0060)
 Fees & Other Nontax Revenue--Local (I0361)
 Occupational Regulation--Other Trades & Professions (I0541)
 ELECTRICIANS & ELECTRICAL CONTRACTORS (S0288)
 PERMITS (S0011)

House Committee: Licensing & Administrative Procedures

Status: Out of committee**Vote:** Ayes=7 Nays=0 Present Not Voting=0 Absent=2

Senate Committee: Business & Commerce

Status: Out of committee**Vote:** Ayes=9 Nays=0 Present Not Voting=0 Absent=0**Actions:** (descending date order)

Viewing Votes: Most Recent House Vote | Most Recent Senate Vote

	Description	Comment	Date ▼	Time	Journal Page
E	Effective on 9/1/17		05/29/2017		
E	Signed by the Governor		05/29/2017		6059
E	Sent to the Governor		05/25/2017		5569
S	Signed in the Senate		05/24/2017		2961
H	Signed in the House		05/23/2017		4560
H	Reported enrolled		05/22/2017	10:51 PM	4570
H	Senate passage reported		05/20/2017		4000
S	Record vote		05/19/2017		2240
S	Passed		05/19/2017		2240
S	Read 3rd time		05/19/2017		2240
S	Record vote		05/19/2017		2240
S	Three day rule suspended		05/19/2017		2240
S	Vote recorded in Journal		05/19/2017		2240
S	Read 2nd time & passed to 3rd reading		05/19/2017		2240

S	Laid before the Senate	05/19/2017		2240
S	Placed on local & uncontested calendar	05/19/2017		
S	Committee report printed and distributed	05/11/2017	02:43 PM	
S	Recommended for local & uncontested calendar	05/11/2017		
S	Reported favorably w/o amendments	05/11/2017		1903
S	Considered in public hearing	05/09/2017		
S	Referred to Business & Commerce	05/04/2017		1662
S	Read first time	05/04/2017		1662
S	Received from the House	05/03/2017		1575
H	Reported engrossed	05/02/2017	02:33 PM	2460
H	Statement(s) of vote recorded in Journal	05/02/2017		2212
H	Record vote	RV#600 05/02/2017		2212
H	Passed	05/02/2017		2212
H	Read 3rd time	05/02/2017		2212
H	Passed to engrossment	05/01/2017		2155
H	Read 2nd time	05/01/2017		2155
H	Placed on General State Calendar	05/01/2017		
H	Considered in Calendars	04/28/2017		
H	Committee report sent to Calendars	04/26/2017		
H	Committee report distributed	04/25/2017	05:10 PM	
H	Comte report filed with Committee Coordinator	04/25/2017		1982
H	Reported favorably as substituted	04/20/2017		
H	Committee substitute considered in committee	04/20/2017		
H	Considered in formal meeting	04/20/2017		
H	Left pending in committee	04/13/2017		
H	Committee substitute considered in committee	04/13/2017		
H	Considered in formal meeting	04/13/2017		
H	Left pending in committee	04/10/2017		
H	Testimony taken/registration(s) recorded in committee	04/10/2017		
H	Committee substitute considered in committee	04/10/2017		
H	Considered in public hearing	04/10/2017		
H	Scheduled for public hearing on . . .	04/10/2017		
H	Referred to Licensing & Administrative Procedures	04/04/2017	12:13 PM	1078
H	Read first time	04/04/2017		1078
H	Filed	03/08/2017		

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Clarification of 85th Legislative Session Codes Update.

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Clarification to the 85th Legislative Session Codes Update

Regional Codes Coordinating Committee, Advisory Boards, and Interested Parties:

We would like to clarify the 85th Legislative Session Codes Update that was sent last week, specifically with regards to HB 3329. Please [view this memo](#) from the Texas Municipal League (TML) that offers insight from Scott Houston, Deputy Executive Director and General Counsel for TML, into the impacts and implications of this piece of legislation.

If you have any questions, please contact Cassidy Campbell at ccampbell@nctcog.org.

Sincerely,

Cassidy Campbell, AWB, LEED® Green Associate

Senior Environment and Development Planner

North Central Texas Council of Governments

Department of Environment and Development

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New law impacting a jurisdiction's ability to register electricians.

House Bill 3329 was signed by Governor Abbott and will go into effect on September 1st, 2017.

HB3329 does two things, first, the amendment to 1305.201 (a) (4) will prohibit a municipality or region that has its own electrical licensing program from charging a fee for an electrical license. Prior to the electrical licensing law each municipality or region issued their own license to electricians. They would administer a test, charge a fee and issue a license. This allowed an electrician to work within that localized area. Then in 2003 when the electrical license law was passed the law allowed for a municipality or a region to keep their electrical license program for those tradesmen that didn't want to get the State license and desired to working just in that localized area. Currently, some larger cities or remote regions may maintain a local license program to accommodate those electricians. HB3329 will now prohibit those local license programs from collecting a fee for testing or for issuing an electrical license. This will not impact fees for appliance installers as part of a local licensing program.

The second thing HB3329 does, by adding subsection (f) to 1305.201 is to prohibit a municipality or region from collecting a registration or administrative fee to allow an electrician to perform work in the municipality or region. The Bill does initially include "permit fee" or "any other fee" with the prohibition of registration fees or administration fees, but the last sentence in the subsection states that the "subsection does not prohibit a municipality or region from collecting a building permit fee."

Scott Houston, Deputy Executive Director and General Counsel for the Texas Municipal League has offered up this opinion on subsection (f).

ISSUE

Does House Bill 3329 prohibit a city from requiring an electrician to pay for a building permit before doing electrical work in the city?

SHORT ANSWER

No. House Bill 3329 does not prohibit a city from requiring an electrician to pay for a building permit before doing electrical work in the city.

ANALYSIS

To address the issue, one must look to the rules of statutory construction. In construing a statute, a court's primary objective is to give effect to the legislature's intent as gleaned from the text. The Texas Supreme Court recently explained that in divining that intent:

[W]e further "presume the Legislature chose statutory language deliberately and purposefully." We endeavor to interpret each word, phrase, and clause in a manner that gives meaning to them all. We accordingly read statutes as a whole so as to render no part inconsistent, superfluous, or devoid of meaning.

Levinson Alcoser Assoc., L.P. v. El Pistolero II, Ltd., 513 S.W.3d 487, 493 (Tex. 2017) (citations omitted).

Moreover, the rules of statutory construction demand that when general words follow specific and particularized enumerations of powers, the general words are treated as limited and applied only to the same kind or class of powers as those expressly mentioned. *See City of San Antonio v. City of Boerne*, 111 S.W.3d 22, 29 (Tex. 2003). This rule ensures that terms are not construed more broadly than the legislature intended. *Id.* In addition, the meaning of particular words in a statute may be ascertained by reference to other words associated with them in the same statute. *Id.*

Using these canons of construction here, we construe the general prohibition in 1305.201(f) (“A municipality or region may not collect a permit fee, registration fee, administrative fee, or any other fee from an electrician who holds a license issued under this chapter for work performed in the municipality or region”) in light of the specific fee authorization that remains in Section 1305.201: Subsection (f) *expressly authorizes* a city to continue to collect a building permit fee.

In conclusion, whatever fees the general prohibition may encompass, it does not include a building permit fee. How each city defines and charges for a building permit for electrical or other work should be decided by that individual city based on the advice of local legal counsel.

To the general public all permits issued by the building inspection department are building permits, whether they are for a new high-rise building or to replace the electrical service. City building inspection departments have historically viewed the words “building permit” differently than how the general public perceives them and/or how our State Legislature views these words. To a building inspection department a “building permit” is permission to construct or modify a building, whereas an electrical permit or plumbing permit is permission to perform electrical work or plumbing work on a building or property. This idea that all permits are building permits is actually somewhat supported by the International Building Code Section 105.1 which states:

Section 105 Permits

105.1 Required. Any owner or owner’s authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or cause any such work to be performed, shall first make application to the building official and obtain the required permit.

If we look at this as it was presented during deliberation in the legislative session we discover that the intent was to prohibit a city or region from charging a license registration fee on top of what an electrician has to pay to obtain a license from the State. It was not intended to prohibit a jurisdiction from charging permit fees to authorize work and perform inspections. Additional testimony was even made that cities could make up the lost registration revenue by rolling the registration and license fees in the overall “building permit” fee.

As a true public safety measure it is extremely important for a municipality to authorize and inspect work performed within the jurisdictional boundaries. It is equally important to verifying that the people

performing the work have the knowledge and skill to safely accomplish the work. One part of this process is verifying that tradesmen have the appropriate State issued license and that the license is valid. Because these are State maintained databases they are not accessible where a municipality could automate this process by having a tracking system check a State license status as part of the permitting process. A person must look up a tradesman or license on the appropriate website to insure that it is valid adding additional costs to the permit process and it seems that each legislative session this is becoming more of an unfunded State mandate. But as stated, overall the practice of issuing permits, conducting inspections and validating licenses has a direct impact on the health, safety and welfare of the people that live, work or visit your community.

There seems to be several ways to approach this new legislation regarding registration or license fees.

- A municipality could register an electrical license free of charge the same way a city registers plumbing licenses. This should not cause significant process issues since a municipality has been prohibited from charging plumbers for license registration since 2013. In turn the building permit fee for electrical work could be adjusted to offset all or a portion of the costs of enforcing the State license law.
- Since HB3329 prohibits a municipality from collecting a registration fee from an *electrician*, and since TDLR does not define an *electrical contractor* as an *electrician*, potentially the municipality could require the electrical contracting company to register and pay a fee. This may seem counterproductive if the intent of the legislation was to prohibit a municipality from charging a fee to someone to register a license that was already issued by the State. It would be strongly suggested that a municipality seek local legal counsel before adopting this stance since TDLR does issue a license to an *electrical contractor*.

There are also several ways to approach this regarding permit fees.

- A municipality could provide an electrical permit and associated inspections free of charge to an *electrician*. This choice would put the cost burden associated with permitting, inspections and license verification directly on the general fund or enterprise fund.
- A jurisdiction could change all the construction permit types to “building permits”. To keep track of them for budgetary reasons they could be similar to; “building permit (new single family residential) or (SFR)”; “building permit (electrical) or (E)”; “building permit (plumbing) or (P)”; etc. By changing the permit title a city would be in conformance subsection (f) because the municipality would be issuing a building permit and it is not prohibited from collecting a building permit fee from an *electrician* or anyone else.
- If a jurisdiction believed that the legislative intent was specifically pointed at collecting fees from an *electrician*. A jurisdiction could choose to only issue a building permit for electrical work to a licensed *electrical contractor* (which is not an *electrician* by TDLR definitions) but there may be an issue when the licensed *electrical contractor* is also the *master electrician*.

As stated several times in this article, a jurisdiction is encouraged to seek local legal counsel regarding this issue as amendments may need to be made to adopted construction codes, fee tables and business license regulations to bring the local ordinances in line with State law.

ORDINANCE NO.

AN ORDINANCE OF THE TOWN OF HIGHLAND PARK, TEXAS AMENDING CHAPTER 3 BUILDING REGULATIONS, ARTICLE 3.03 ELECTRICAL CODE, OF THE CODE OF ORDINANCES OF THE TOWN OF HIGHLAND PARK, BY REPLACING THE TITLE IN SECTION 3.03.037, FROM “PERMIT FEES” WITH “ELECTRICAL BUILDING PERMIT FEES;” PROVIDING A SEVERABILITY CLAUSE; PROVIDING PENALTIES FOR VIOLATION OF THIS ORDINANCE; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Highland Park, Texas (the “Town”), is a Home Rule municipality having full powers of self-government and may enact ordinances relative to its citizens’ health, safety, and welfare that are not inconsistent with the Constitution and laws of the State; and

WHEREAS, the Town has adopted the National Electric Code, 2014 edition; and

WHEREAS, HB 3329 was passed during the 85th Legislative Session of the State of Texas prohibiting a municipality from charging an electrical license fee, but allows for a municipality to charge a building permit fee for the electrical work conducted by a state licensed electrician; and

WHEREAS, the regulations previously adopted prescribed the collection of a “permit fee” from a licensed electrician for related electrical work within the Town of Highland Park; and

WHEREAS, the Town has determined that it is a necessary to modify the terms within Section 3.03.037 to be consistent with the terms in HB 3329; and

WHEREAS, the Town is authorized by law to adopt the provisions contained herein, and has complied with all the prerequisites necessary for the passage of this ordinance; and

WHEREAS, all statutory and constitutional requirements for the passage of this ordinance have been adhered to, including but not limited to the Open Meetings Act; and

WHEREAS, the purpose of this ordinance is to promote the public health, safety, and general welfare of the citizens of the Town;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HIGHLAND PARK, TEXAS:

SECTION 1. That, the statements contained in the preamble to this ordinance are hereby adopted as findings of fact and as a part of the operative provisions hereof.

SECTION 2. That, **CHAPTER 3 BUILDING REGULATIONS, ARTICLE 3.03 ELECTRICAL CODE, SECTION 3.03.037** of the Code of Ordinances of the Town of Highland Park is hereby amended by replacing the title “Permit Fee” with “Electrical Building Permit Fee.”

SECTION 3. That, **CHAPTER 3 BUILDING REGULATIONS, ARTICLE 3.03 ELECTRICAL CODE, SECTION 3.03.037 (b)** of the Code of Ordinances of the Town of Highland Park, is hereby amended in its entirety and replaced with the following:

(b) All but \$50.00 of the electrical building permit fee can be refunded if work has not commenced and request for refund is made in writing no more than thirty (30) days from issuance of permit.

SECTION 4. That, should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or be held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid and the same shall not affect the validity of the Code of Ordinances of the Town of Highland Park as a whole.

SECTION 5. That, the penalty provision of Section 1.01.009 of the Code of Ordinances is hereby adopted for this ordinance.

SECTION 6. That, this ordinance shall become effective October 1, 2017. Permits obtained from this date forward shall adhere to the established requirements.

PASSED AND APPROVED by the Town Council of the Town of Highland Park, Texas, on this the 25h day of September, 2017.

APPROVED AS TO FORM:

APPROVED:

Matthew C.G. Boyle
Town Attorney

Joel T. Williams, III
Mayor

ATTEST:

Gayle Kirby
Town Secretary



TOWN OF HIGHLAND PARK

Agenda Briefing

Council Meeting: September 25, 2017

Department: Fiscal & Human Resources

Director: Steven J. Alexander

TITLE

Consider approval of an ordinance amending the Fiscal Year 2016-17 Adopted Budget.

BACKGROUND

This agenda item provides an opportunity for the Town Council (the "Council") to review and discuss proposed amendments to the Fiscal Year 2016-17 Adopted Budget ("FY 2017 Budget"). Within the General Fund, the proposed amendments include a transfer between departments to account for changes in Personnel Services and Third-Party Inspection Services related to inspections of the HP Village construction project. Unfilled vacancies in the Street Department allowed for the transfer of favorable cost savings to other departments.

General Fund Amendments:

Increase Public Safety - Personnel Services	\$ 125,000
Increase Town Services Town Services - Personnel Services	14,050
Increase Swimming Pool - Personnel Services	8,750
Increase Building Inspection - Personnel Services and Services & Charges	21,285
Decrease Street Department - Personnel Services	(44,085)
Decrease Non-Departmental - Retirement Contingency	<u>(125,000)</u>
Net Increase to General Fund Appropriations:	\$ _____ -

The cost for Personnel Services in the Department of Public Safety ("DPS") is the largest single group in the General Fund requiring a budget amendment. During FY 2017, payments totaling \$155,912 were made for retirements in DPS. Each year, \$125,000 is budgeted in Non-Departmental Retirement Contingency to account for large payouts due to multiple retirements in the Town.

RECOMMENDATION

Staff recommends approval. This item was presented to Town Council at its study session on September 19, 2017.

FINANCIAL IMPACT

None.

ATTACHMENTS:

File Name	Description
Amending_FY_2017_Adopted_Budget.docx	Proposed Ordinance

ORDINANCE NO.

AN ORDINANCE OF THE TOWN OF HIGHLAND PARK, TEXAS, AMENDING THE TOWN'S ADOPTED FISCAL YEAR 2016-17 COMBINED BUDGET.

WHEREAS, the Town Council of the Town of Highland Park, Texas (the "Town") adopted the Fiscal Year 2016-17 Combined Budget on September 12, 2016; and

WHEREAS, amendments are needed to the Adopted Budget within the General Fund to transfer existing appropriations; and

WHEREAS, the transfer of the proposed appropriations is related to Personnel Services and Contract Inspection Services in the General Fund; and

WHEREAS, the proposed amendment does not increase or decrease the overall appropriations within the General Fund; and

WHEREAS, changes in appropriated funds require the approval of the Town Council, in accordance with Chapter 9, Financial Administration, Section 9.07, Appropriations, of the Charter of the Town of Highland Park, Texas;

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Highland Park, Texas, that the Town's Fiscal Year 2017 Combined Budget is hereby amended as follows:

General Fund Amendments:

Increase Public Safety - Personnel Services	\$ 125,000
Increase Town Services Town Services - Personnel Services	14,050
Increase Swimming Pool - Personnel Services	8,750
Increase Building Inspection - Personnel Services & Services & Charges	21,285
Decrease Street Department - Personnel Services	(44,085)
Decrease Non-Departmental - Retirement Contingency	(125,000)
Net Increase to General Fund Appropriations:	<u>\$ -</u>

PASSED AND APPROVED this 25th day of September, 2017.

APPROVED AS TO FORM:

APPROVED:

Matthew C.G. Boyle
Town Attorney

Joel T. Williams, III
Mayor

ATTEST:

Gayle Kirby
Town Secretary



TOWN OF HIGHLAND PARK

Agenda Briefing

Council Meeting: September 25, 2017

Department: Town Services

Director: Ronnie Brown

TITLE

Consider approval of interlocal agreements with Dallas County for: (i) food establishment inspections and vector and/or mosquito control; (ii) health services; and (iii) participation in the Household Hazardous Waste Program.

BACKGROUND

The Town contracts with the Dallas County Department of Health and Human Services (the "County") for (i) food establishment inspections and vector and/or mosquito control; (ii) a variety of general public health services; and (iii) the Household Hazardous Waste ("HHW") Program. These services are provided under three separate agreements which will begin on October 1, 2017, and terminate on September 30, 2018.

Food Establishment Agreement:

Under this agreement, the Dallas County Health and Human Services Department (the "County") conducts a minimum of two inspections of each food establishment in the Town during the year at a cost of \$150.00 per establishment. The Town recovers this charge through the issuance of a health permit to each food establishment in the amount of \$200.00 per permit. If the County deems it necessary to conduct more than two inspections during the year, the County will charge the Town \$75.00 per inspection, which the Town subsequently bills to the food establishment. Under this agreement, the County also provides additional environmental services such as vector control and/or mosquito abatement at no additional charge to the Town.

Health Services Agreement:

Under this agreement, the County provides a variety of health-related services for the Town's residents at an annual cost of \$132.00, including, but not limited to disease control services, laboratory services, immunizations, child health care, and others.

Household Hazardous Waste Program:

The Town has participated with Dallas County and sixteen (16) other municipalities in the Dallas Area Household Hazardous Waste Network (the "HHW Network") since its inception in 1994. The purpose of the HHW Network is to minimize or eliminate the improper disposal of household hazardous waste into landfills and/or stormwater sewers through reuse, recycling, education, collection, and disposal. Dallas County provides project management and operation of the HHW Network at the Home Chemical Collection Center located at 11234 Plano Road, in Dallas, Texas. Highland Park residents can take paint, solvents, garden chemicals, cleaners, polishes, pool chemicals, batteries, automotive fluids, oil filters,

fluorescent lights, computers, and cell phones to the Home Chemical Collection Center (the "Center") for proper disposal or recycling. There is no direct charge to the resident for this service. A driver's license and a utility bill must be presented to the Center as proof of residency in a participating city. The fixed operational cost of the HHW Network is shared by the member cities, based on the percentage of service area, as determined by the North Central Texas Council of Governments housing estimates. The Town's share of the fixed operational cost is 0.65%. By comparison, the City of University Park pays 1.40%, and the City of Dallas pays 52.70%. In addition to the fixed operational cost, each member city pays for its residents' disposal of household chemicals. In anticipation of increased residential participation resulting from the expanded collection of residential HHW, the Town budgeted \$16,000.00 in Fiscal Year 2017-18 for the HHW Network. The Town's share of the annual fixed operational cost is \$4,678.00, leaving a balance of \$11,322.00 for the disposal of residents' household chemical waste.

RECOMMENDATION

The staff recommends approval. The Town Council reviewed these contracts at its study session on September 5, 2017.

FINANCIAL IMPACT

The Town currently has 23 food establishments which are subject to inspections and fees. The annual cost of these inspection services is \$3,925.00. The total projected revenue for FY 2017-18 is \$5,750.00.

The annual cost for health services is \$132.00.

The Town budgeted \$16,000.00 for the HHW Network program, and will not be obligated to incur additional expenses without prior knowledge and approval.

ATTACHMENTS:

File Name

Food_Inspection-2018-blseidits1_clean.pdf

HealthServicesfy18Generic-blseidits1_clean.pdf

HHW_Agreement_2018-blseidits1_clean.pdf

Description

Food Establishment Interlocal Agreement

Health Services Interlocal Agreement

HHW Interlocal Agreement

STATE OF TEXAS	§	INTERLOCAL AGREEMENT FOR FOOD
	§	ESTABLISHMENT INSPECTION AND
	§	ENVIRONMENTAL HEALTH SERVICES BETWEEN
	§	DALLAS COUNTY, ON BEHALF OF DALLAS
COUNTY OF DALLAS	§	COUNTY HEALTH AND HUMAN SERVICES, AND
	§	THE TOWN OF HIGHLAND PARK, TEXAS

1. PARTIES

This Interlocal Agreement (“Agreement”) is made by and between the Town of Highland Park, Texas (“City/Town”), a Texas municipal corporation, and Dallas County, Texas (“County”), on behalf of Dallas County Health and Human Services (“DCHHS”), a governmental entity, pursuant to the authorities granted by Texas Local Government Code Chapter 791, Interlocal Cooperation Act, Texas Health and Safety Code Chapters 437, Food and Drug Health Regulations, and 121, Local Regulation of Public Health, along with 25 Texas Administrative Code, Chapter 229, and any other applicable laws, as well as the City/Town ordinance for inspection services of food establishments within City/Town’s jurisdiction and other environmental health services to City/Town.

2. TERM

This Agreement is effective from October 1, 2017 through September 30, 2018 unless otherwise stated in this Agreement.

3. INSPECTION SERVICES AND REQUIREMENTS

- A. County will perform a minimum of two (2) inspections per Agreement Term of each food establishment for which the City/Town has submitted an inspection request and for which a fee has been collected from the said food establishment;
- B. Additional follow-up inspections will be performed as deemed necessary by County;
- C. Any additional request for follow-up inspections by City/Town of food establishments, including food establishments that are closed due to non-compliance with the State and other applicable rules and regulations will be charged additional fees;
- D. Each food establishment inspection will be made by a Registered Professional Sanitarian employed by DCHHS, in compliance with all state laws and regulations;
- E. An examination of the following will be made during each inspection: food and food protection; personnel; food equipment and utensils; water source; sewage; plumbing; toilet and hand-washing facilities; garbage and refuse disposal; insect, rodent, and animal control; floors, walls, and ceiling; light; ventilation; and other operations.

4. BUDGET AND PAYMENT TO COUNTY

- A. City/Town will collect and submit to the County a minimum of One Hundred Fifty

and 00/100 Dollars (\$150.00) per Agreement Term.

- B. Beginning with the third food establishment inspection, City/Town will pay a Seventy Five and 00/100 Dollars (\$75.00) fee for each additional inspection requested by City/Town.
- C. City/Town will collect Seventy Five and 00/100 Dollars (\$75.00) to be paid to the County for a re-opening or inspection fee of a food establishment that has been closed due to non-compliance of Chapter 437 of the Texas Health and Safety Code, or any other state rules and regulations.
- D. The fees are subject to change, upon prior written notice to City/Town, if additional cost is associated with the services under this Agreement
- E. City/Town shall pay County the stipulated fees within thirty (30) days of the monthly request for payment, or if County fails to make the payment request, then City/Town shall pay the stipulated fees no later than the last date of this Agreement Term. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

5. OTHER ENVIRONMENTAL HEALTH SERVICES

- A. Upon written request from City/Town, County will respond to Vector and/or Mosquito Control complaints. Ground application services will include spraying for adult mosquitoes (“adulticiding”), and treating standing water (“larvaciding”) services.
- B. In the event aerial spraying is needed to control St. Louis Encephalitis or West Nile virus throughout the County, City/Town will have the option to participate in the County’s emergency aerial mosquito spraying plan. Should City/Town agree to participate in the plan, City/Town must provide written notice to County and agree to the following:
 - 1) Indicate the areas and amount of acres to be sprayed; and
 - 2) Pay City/Town’s proportioned share of the cost based upon the number of acres to be sprayed multiplied by the per-acre spraying cost.

6. RECORDS

City/Town shall have the sole responsibility of responding to requests for records of food inspection results produced under this Agreement. County will make its best effort to forward any requests for such records that it received to City/Town within three business days after County’s receipt of such requests.

7. TERMINATION

- A. Without Cause: This Agreement may be terminated in writing, without cause, by either party upon thirty (30) days prior written notice to the other party;
- B. With Cause: The County reserves the right to terminate the Agreement

immediately, in whole or in part, at its sole discretion, for the following reasons:

- 1) Lack of, or reduction in, funding or resources;
- 2) Non-performance;
- 3) City's improper, misuse or inept use of funds or resources; and/or
- 4) City's submission of data, statements and/or reports that are incorrect, incomplete and/or false in any way.

8. CITY/TOWN ORDINANCE

In order for this Agreement to be valid, the City/Town must have or adopt a City/Town ordinance that provides for the inspection of food establishments by a Registered Professional Sanitarian. City/Town must require the payment of a fee(s) by each food establishment. Ordinance enforcement shall be the responsibility of the City/Town.

9. INDEMNIFICATION

County and City/Town, including their respective employees and elected officials, agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to County or City/Town under Texas and other applicable laws, and without waiving any available defenses under Texas and other applicable laws. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

10. INSURANCE

City/Town agrees that it will at all times during the term of this Agreement maintain in full force and effect insurance, or self-insurance, to the extent permitted by applicable law under a plan of self-insurance, that is also maintained in accordance with sound accounting practices. It is expressly agreed that City/Town will be solely responsible for all cost of such insurance; any and all deductible amounts in any policy; and in the event that the insurance company should deny coverage.

11. NOTICE

Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

COUNTY

Zachary Thompson, Director
Dallas County Health & Human Svcs.
2377 N. Stemmons Frwy., Suite 600
Dallas, Texas 75207-2710

CITY/TOWN

Bill Lindley, Town Administrator
Town of Highland Park
4700 Drexel Drive
Highland Park, Texas 75205-3107

12. ENTIRE AGREEMENT AND AMENDMENT

This Agreement, including any Exhibits and Attachments, constitutes the entire agreement between the parties and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties.

13. COUNTERPARTS, NUMBER/GENDER AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

14. SEVERABILITY

If any provision of this Agreement is construed to be illegal, invalid, void or unenforceable, this construction will not affect the legality or validity or any of the remaining provisions. The unenforceable or illegal provision will be deemed stricken and deleted, but the remaining provisions shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

15. FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained in this Agreement, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the term of the Agreement and any pertinent extensions. City/Town shall not have a right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to City/Town at the earliest possible time prior to the end of its fiscal year.

16. DEFAULT/CUMULATIVE RIGHTS/MITIGATION

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by

law, statute, ordinance or otherwise. Both parties have a duty to mitigate damages.

17. IMMUNITY

This Agreement is expressly made subject to City/Town's and County's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code and all applicable State and federal laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that City/Town or County has by operation of law, or otherwise. Nothing in this Agreement is intended to benefit any third party beneficiary.

18. COMPLIANCE OF LAWS AND VENUE

In providing services required by this Agreement, City/Town and County must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and venue shall lie exclusively in Dallas County, Texas.

19. RELATIONSHIP OF PARTIES

City/Town is an independent contractor and not an agent, servant, joint enterpriser, joint venturer or employee of County. City/Town and County agree and acknowledge that each entity shall be responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Agreement.

20. SIGNATORY WARRANTY

City/Town and County represent that each has the full right, power and authority to enter and perform this Agreement in accordance with all of the terms and conditions, and that the execution and delivery of Agreement have been made by authorized representatives of the parties to validly and legally bind the respective parties to all terms, performances and provisions set forth in this Agreement.

<signatures appear on following page>

COUNTY:

CITY/TOWN:

BY: Clay Lewis Jenkins
County Judge

BY: Bill Lindley
Town Administrator

DATE: _____

DATE: _____

Recommended:

Attest:

BY: Zachary Thompson
Director, DCHHS

BY: Gayle Kirby
Title: Town Secretary

Approved as to Form*:

Approved as to Form:

FAITH JOHNSON
DISTRICT ATTORNEY

MATTHEW C.G. BOYLE
TOWN ATTORNEY

BY: Melanie Barton
Assistant District Attorney

BY: Matthew C.G. Boyle
Title: Town Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

THE STATE OF TEXAS	§	INTERLOCAL AGREEMENT FOR
	§	COORDINATED HEALTH SERVICES
	§	BETWEEN DALLAS COUNTY, TEXAS,
	§	ON BEHALF OF DALLAS COUNTY HEALTH
	§	AND HUMAN SERVICES, AND
COUNTY OF DALLAS	§	THE TOWN OF HIGHLAND PARK, TEXAS

1. PARTIES

Whereas, Dallas County (“County”) has offered to provide certain health services to the various cities throughout Dallas County on a contract for services basis; and

Whereas, the Town of Highland Park, Texas (“City/Town”) desires to participate with County in establishing coordinated health services for City/Town and Dallas County; and

Whereas, County will operate certain health services for the residents of City/Town in order to promote the effectiveness of local public health services and goals (“Program”); and

Whereas, the cooperative effort will allow cities located within Dallas County to participate in providing public health services for their residents; and

Whereas, such cooperative effort serves and furthers the public purpose and benefits the citizens of County as a whole.

Now therefore, County, on behalf of Dallas County Health and Human Services (“DCHHS”), enters into this Interlocal Agreement (“Agreement”) with City/Town, pursuant to the authorities of the Texas Health and Safety Code Chapter 121, the Texas Government Code Chapter 791, and other applicable laws for health services to City/Town.

2. HEALTH SERVICES TO BE PERFORMED

A. County agrees to operate the Program, which will include the following health services:

- 1) Tuberculosis Control Services: providing preventive, diagnostic treatment, and epidemiological services;
- 2) Sexually Transmitted Disease Control Services: consisting of education to motivate people to use preventive measures and to seek early treatment, prophylaxis, epidemiological investigation, and counseling in accordance with County policy;
- 3) Communicable Disease Control Services: providing information concerning immunization and communicable diseases and coordinating with the Texas Department of State Health Services (“DSHS”) in monitoring communicable diseases;
- 4) Laboratory Services: performing chemical, biological, and bacteriological analysis and tests on which are based diagnosis of disease, effectiveness of treatment, the quality of the environment, the safety of substance for human consumption, and the

control of communicable disease.

B. County agrees to provide to City/Town, in accordance with state and federal law, the following public health services:

- 1) Immunizations;
- 2) Child health care;
- 3) High risk infant case management; and
- 4) Home visits.

County also agrees to work with City/Town in order to decentralize clinics and to plan and provide for desired services by City/Town; however, any other services that City/Town requires, in addition to the above mentioned services, may result in additional fees to City/Town.

C. County agrees to charge a sliding fee based on ability to pay to all residents of every municipality, including City/Town, in Dallas County. The fees charged by County for the services listed in Section 2A of this Agreement will be used to offset the City/Town's Program costs for the next Agreement Term. A schedule of fees to be charged by County is set out in Exhibit A, attached and incorporated herein by reference for all purposes.

D. County agrees that the level of service provided in the Program for City/Town will not be diminished below the level of service provided to City/Town for the same services in the prior Agreement Term except as indicated in Section 2E of this Agreement. For purposes of Section 2E, level of service is measured by the number of patient visits and number of specimens examined. County will submit to City/Town a monthly statement, which will also include the number of patient visits and number of specimens examined during the preceding month.

E. The possibility exists of reductions in state and federal funding to the Program that could result in curtailment of services if not subsidized at the local level. County will notify City/Town in writing of any amount of reduction, and any extent to which services will be curtailed as a result. The notice will also include an amount that City/Town may elect to pay to maintain the original level of services. City/Town will notify County in writing no later than fourteen (14) calendar days after the date of City/Town's receipt of the notice of funding reduction as to City/Town's decision to pay the requested amount or to accept the curtailment of service. If City/Town elects to pay the requested amount, payment is due no later than forty-five (45) calendar days after the date of the notice of funding reduction.

3. BUDGET

A. County agrees to submit to City/Town by July 31st of each year a proposed budget describing the proposed level of services for the next Agreement Term;

B. For the Term of this Agreement, County agrees to provide the services listed in Section 2

of this Agreement at the level of services and for the amount stated in Exhibit D, which is attached and incorporated herein by reference for all purposes;

- C. Payment. City/Town shall pay County the following amount, as stated in Exhibit D, one hundred thirty-two dollars (\$132.⁰⁰), which is the agreed upon amount for City/Town's share of the total cost of the Program less federal and state funding.
- D. In lieu of paying the actual dollar amount stated in this Agreement, City/Town has the option, to the extent authorized by law, ordinances or policy, of making a request to negotiate for in-kind services that are equal in value to the total amount.
- E. This Agreement is contingent upon City/Town's appropriation of funds, or ability to perform in-kind services as described in Section 3D of this Agreement, for the services set forth herein. In the event City/Town fails to appropriate such funds, or provide in-kind services, County shall not incur any obligations under this Agreement.

4. ASSURANCES

- A. County shall operate and supervise the Program.
- B. Nothing in this Agreement shall be construed to restrict the authority of City/Town over its health programs or environmental health programs or to limit the operations or services of those programs.
- C. City/Town agrees to provide to County or assist County in procuring adequate facilities to be used for the services under this Agreement. These facilities must have adequate space, waiting areas, heating, air conditioning, lighting, and telephones. None of the costs and maintenance expenses associated with these facilities shall be the responsibility of County and County shall not be liable to City/Town or any third party for the condition of the facilities, including any premises defects.
- D. City/Town and County agree that other cities/towns/municipalities may join the Program by entering into an agreement with County that contains the same basic terms and conditions as this Agreement.
- E. Each party paying for the performance of governmental functions or services under this Agreement must make those payments from current revenues available to the paying party.

5. FINANCING OF SERVICES

- A. The health services provided under this Agreement will be financed as follows:
 - 1) City/Town and County will make available to the Program all appropriate federal and state funds, personnel, and equipment to provide the health services included under this Agreement and will use best efforts to cause these funds and resources to continue to increase.
 - 2) City/Town shall pay to County, or provide in-kind services, its share of budgeted

costs that are in excess of the federal and state funding for providing the health services under this Agreement. Budgeted costs shall not exceed those reflected in Exhibits B, C and D for the appropriate Agreement Term.

- B. County shall bill City/Town each month an amount equal to one-twelfth (1/12) of its share of annual budgeted costs that exceed federal and state funding for the expenses of the preceding month.
- C. Any payment not made within thirty (30) calendar days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.
- D. City/Town and County agree that no more than ten percent (10%) of the City/Town's cost of participating in the Program will be used for administration of the Program.

6. TERM

The Term of this Agreement shall be effective from October 1, 2017 through September 30, 2018, unless otherwise stated in this Agreement.

7. TERMINATION

- A. Without Cause: This Agreement may be terminated in writing, without cause, by either party upon thirty (30) calendar days prior written notice to the other party.
- B. With Cause: Either party may terminate the Agreement immediately, in whole or in part, at its sole discretion, by written notice to the other party, for the following reasons:
 - 1) Lack of, or reduction in, funding or resources;
 - 2) Non-performance;
 - 3) The improper, misuse or inept use of funds or resources directly related to this Agreement;
 - 4) The submission of data, statements and/or reports that is incorrect, incomplete and/or false in any way.

8. RESPONSIBILITY

County and City/Town agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to County or City/Town or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

9. INSURANCE

City/Town and County agree that they will, at all times during the Term of this Agreement, maintain in full force and effect insurance or self-insurance to the extent permitted by applicable laws. City/Town and County will be responsible for their respective costs of such insurance, any and all deductible amounts in any policy and any denials of coverage made by their respective insurers.

10. ACCESS TO RECORDS RELEVANT TO PROGRAM

City/Town and County agree to provide to the other upon request, copies of the books and records relating to the Program. City/Town and County further agree to give City/Town and County health officials access to all Program activities. Both City/Town and County agree to adhere to all applicable confidentiality provisions, including those relating to Human Immunodeficiency Virus (HIV) and Sexually Transmitted Disease (STD) information, as mandated by federal and State law, as well as by DSHS.

11. NOTICE

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person by a reputable courier service or mailed by Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given, if by courier, at the time of delivery, or if by mail, three (3) business days subsequent to the deposit of the notice in the United States mail in accordance herewith. The names and addresses of the parties' hereto to whom notice is to be sent are as follows:

Zachary Thompson, Director
Dallas County Health & Human Services
2377 N. Stemmons Freeway, LB 12
Dallas, TX 75207-2710

Bill Lindley, Town Administrator
Town of Highland Park
4700 Drexel Drive
Highland Park, TX 75205-3107

12. IMMUNITY

This Agreement is expressly made subject to County's and City/Town's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that City/Town or County has by operation of law or otherwise. Nothing in this Agreement is intended to benefit any third party beneficiary.

13. COMPLIANCE WITH LAWS AND VENUE

In providing services required by this Agreement, City/Town and County must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and exclusive venue shall lie in Dallas County, Texas.

14. AMENDMENTS AND CHANGES IN THE LAW

No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

15. ENTIRE AGREEMENT

This Agreement, including all Exhibits and attachments, constitutes the entire agreement between the parties hereto and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written.

16. BINDING EFFECT

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

17. GOVERNMENT FUNDED PROJECT

If this Agreement is funded in part by either the State of Texas or the federal government, County and City/Town agree to timely comply without additional cost or expense to the other party, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision or other State or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Agreement.

18. DEFAULT/ CUMULATIVE RIGHTS/ MITIGATION

In the event of a default by either party, it is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Both parties have a duty to mitigate damages.

19. FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained herein, the obligations of County and City/Town under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the Term of the Agreement and any extensions thereto. City/Town and County shall have no right of action against the other party in the event the other party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future Agreement Terms. In the event that County or City/Town is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, each party, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the other party at the earliest possible time.

20. COUNTERPARTS, NUMBER, GENDER AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

21. PREVENTION OF FRAUD AND ABUSE

City/Town and County shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving County or City/Town's employees or agents shall be reported immediately for appropriate action. Moreover, City/Town and County warrant to be not listed on a local, county, State or federal consolidated list of debarred, suspended and ineligible contractors and grantees. City/Town and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. Each party shall, upon notice by the other party, refund their respective expenditures that are contrary to this Agreement.

22. AGENCY / INDEPENDENT CONTRACTOR

County and City/Town agree that the terms and conditions of this Agreement do not constitute the creation of a separate legal entity or the creation of legal responsibilities of either party other than under the terms of this Agreement. County and City/Town are and shall be acting as independent contractors under this Agreement; accordingly, nothing contained in this Agreement shall be construed as establishing a master/servant, employer/employee, partnership, joint venture, or joint enterprise relationship between County and City/Town. City/Town and County are responsible for their own acts, forbearance, negligence and deeds, and for those of their respective officials, agents or employees in conjunction with the performance of work covered under this Agreement.

23. SEVERABILITY

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

24. SIGNATORY WARRANTY

Each person signing and executing this Agreement does hereby warrant and represent that such person has been duly authorized to execute this Agreement on behalf of City/Town or County, as the case may be.

DALLAS COUNTY:

TOWN OF HIGHLAND PARK:

By: Clay Lewis Jenkins
Dallas County Judge

By: Bill Lindley
Town Administrator

DATE: _____

DATE: _____

Recommended:

Attested:

By: Zachary Thompson
Director, DCHHS

By: Gayle Kirby
Town Secretary

Approved as to Form*:
FAITH JOHNSON
DISTRICT ATTORNEY

Approved as to Form:
MATTHEW C.G. BOYLE
TOWN ATTORNEY

By: Melanie Barton
Assistant District Attorney

By: Matthew C.G. Boyle
Town Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

FY 2018 FEE SCHEDULE (PROPOSED)

SEXUALLY TRANSMITTED

Treatment	\$20 - \$45 (Sliding Scale)
Blood Drawing	\$5
Chemical Lesion Reduction	\$45
Medical Records Copies	\$5 each

TUBERCULOSIS

TB Testing-Level I (Office Visit)	\$30
TB Testing-Level II (Quantiferon)	\$50
Chest X-Ray Copies	\$5

LABORATORY

Wet Prep	\$6 each
Gram Stain	\$6 each
GC Culture	\$14 each
RPR	\$11 each
GEN Probe GC Screen	\$47 each
GEN Probe CT Screen	\$47 each
HIV Test	\$15 each
HIV Test - Rapid	\$20 each
Salmonella/Shigella	\$16 each
Chancroid Culture	\$10 each
MTD Testing for TB	\$40/ each
TB Culture & Concentration	\$25 each
TB Identification	\$15 each
TB Susceptibility	\$31 each
TB Acid Fast Stain	\$ 8 each

NURSING SERVICE

Hepatitis A Havrix*	\$50/Injection
Hepatitis B Vaccine*	\$55/Injection
Twinrix	\$80/Injection
Rabies (PE)	\$320/Injection
IPV	\$45/Injection
Pneumococcal*	\$105/Injection
Adacel (Pertusis) (Tdap)	\$65/injection
HIB	\$45/injection
Japanese Encephalitis	\$335/Injection
Meningococcal (Menomune)	\$145/Injection
Typhoid (Polysaccharide)	\$80/Injection
Typhoid (Oral)	\$55/box
Yellow Fever Vaccine	\$160/Injection
Boostrix Vaccine* (Tdap)	\$50/Injection
Influenza Vaccine*	\$25/Injection
Influenza (High Dose)	\$60/injection
Influenza (Intradermal)	\$30/injection
Rabies Administrative Fee/	
Serves State Vaccine	\$25
Foreign Travel Office Visit Fee	\$25
TD*	\$45/Injection

ENVIRONMENTAL HEALTH

Septic Tank Inspection	\$310/Commercial/Business
	\$260/Residential
Septic Tank Re-inspection	\$35/Residential
	\$85/Commercial
Food Establishment Inspection	\$150/yr./establishment
Half-Way Houses & Boarding Homes, Residential	\$75/plus \$25 for each additional unit on site
Mosquito Spraying for Non-contracting cities	\$185/ per hour
Water Sample	\$50
Mosquito Testing	\$35
Food Mgr. Cert. Program	\$100/per person
Food Mgr. Cert. Retesting	\$50/per person

Note: 1) # Indicates \$10 charge for State fee

CRIMINAL TESTING

Blood Draws	\$38
Buccal Swabs	\$38
Cryotherapy	\$15

EARLY INTERVENTION CLINIC

EIC Counseling Fee	\$5
EIC Medical Visit Fee	\$10

Comprehensive TB Testing & Evaluation (Incl. Chest X-ray)	\$80
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Pregnancy Test	\$20 each
Urinalysis	\$15 each
Dark Field	\$16 each
Herpes Culture	\$38 each
Herpes Type 1 & 2 Serology	\$50 each
Group A Strep	\$14 each
HIV-1 RNA Testing	\$115 each
Western Blot	\$75 each
Residual Clinical Specimens	\$5 each
Urine Screen:	
Neisseria Gonorrhoeae	\$47 each
Chlamydia Trachomatis	\$47 each
Lead Screen	\$10 each
Staphylococcus/Aureus Culture	\$17 each

Varivax*	\$135/Injection
Meningococcal (MCV4)*	\$130/Injection
Zostavax (Shingles)*	\$235/Injection
Gardasil (HPV)*	\$195/Injection
Hepatitis A (Pediatric)	\$35/injection
Hepatitis B (Pediatric)	\$30/injection
DT	\$65/injection
DTaP (Daptacel)	\$45/injection
DTap-HepB-IPV	\$85/injection
DTaP-IPV	\$65/injection
Rotavirus	\$125/injection
PCV13	\$220/injection
MMR*	\$85/injection

Communicable Disease Program:

Hepatitis C Screening	\$35/Test
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Immunization/VFC Program:

DPT,DT,Hib,	\$5/Per child
Well Baby	\$5/Visit
Diabetic Testing	\$5/Test
Immunization Record	\$5 each
Foreign Travel Yellow Card	\$5 each

*Note: Vaccines marked with asterisks are part of the Adult Safety Net Program (ASNP). Clients eligible to receive through the ASNP will be charged a fee of \$10/shot.

Day Care Center Inspections	\$2/per authorized child
Temporary Food Permit	\$75/plus \$10 per day
Funeral Home Inspection	\$200
FHA, VA, Conventional Loans	\$125/Licensed
	\$150/Unlicensed
Annual Group Home Inspection	\$50
Food Handler Class	\$15/per person
Sub-division Plat Approval	\$200/Residential
	\$150/Commercial
Animal Control/Quarantine	\$7/per day
Animal Control/Vicious Animal	\$12/per day
Food Manager Re-certification	\$50/Test
W/Multiple Test Sites	

STATE OF TEXAS)
COUNTY OF DALLAS)

AGREEMENT BETWEEN THE TOWN OF HIGHLAND PARK AND DALLAS COUNTY

WITNESSETH:

WHEREAS, the Town of Highland Park, Texas, (the "Town") wishes to enter into this agreement (the "Agreement") to join the Dallas Area Household Hazardous Waste Network (the "HHW Network") to coordinate the planning and implementation of a hazardous waste collection program from October 1, 2017, through September 30, 2018, with options to renew for four additional one-year terms; and

WHEREAS, Dallas County, Texas acting by and through the Dallas County Commissioners Court ("County") approves the Town's participation in the HHW Network; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, provides authorization for local governments to enter into contracts with other local governments and state agencies; and

WHEREAS, the Dallas County Commissioners Court adopted Court Order Number 94-751 establishing the HHW Network to coordinate the planning and implementation of a HHW collection program; and

WHEREAS, the HHW Network has successfully served the residents of the participating local governments since its inception in 1994 and is prepared to continue its services;

NOW, THEREFORE, THIS AGREEMENT is hereby made and entered into by the Town and the County upon mutual consideration stated herein:

PURPOSE:

It is the desire of the Town to voluntarily join with the County and other interested jurisdictions, to participate in a Household Hazardous Waste ("HHW") collection program as a continuation of the 1994-2017 program. The terms and conditions set forth within this Agreement provide the cooperative framework for the Town and the County to undertake a variety of activities necessary to coordinate the planning and implementation of a HHW collection program and to provide public education aimed at decreasing the generation of HHW.

GENERAL CONDITIONS:

The specific Scope of Services (see attached **Exhibit A2018**) has been reviewed and approved by the HHW Network. The parties agree **Exhibit A2018** is incorporated herein for all purposes. Any and all changes having a financial impact must be approved in advance by a mutually executed letter of agreement between the Town and the County. Each letter of agreement, upon full execution, will become an addendum to this Agreement which is automatically incorporated upon mutual execution of the parties.

I. TERM

The Term of this Agreement will begin on the date executed below by the parties and continue until September 30, 2018.

II. NOTICE

Any notice, demand, or request related to this Agreement must be in writing and sent by U.S. Certified or Registered Mail to the designated contact at the address below. A notice, demand, or request will be considered received by the addressee three (3) business days after the date the notice, demand, or request was sent by U.S. Certified or Registered Mail to the contact at the address below.

Dallas County Contact

Earle Blakney
HHW Program Manager
Dallas County
11234 Plano Road
Dallas, TX 75243
PHONE: (214) 553-1765
FAX: (214) 553-6507

With Copy to:

Russell Roden
Chief, Civil Division
Dallas County
District Attorney's Office
411 Elm Street
5th Floor
Dallas, Texas 75202

Town Contact

Bill Lindley
Town Administrator
Town of Highland Park
4700 Drexel Drive
Highland Park, Texas 75205
PHONE: 214-559-9444

With Copy to:

Matthew C.G. Boyle
Town Attorney
4201 Wingren DR STE 108
Irving, TX 75062

III. COUNTY RESPONSIBILITIES

During the Term of this Agreement, the County agrees to the following provisions:

1. To provide HHW Network project management, HHW Network disposal contract negotiations and signatory, a HHW Mobile Unit, HHW public education, assistance with advertisement of HHW collections, all as per funding scheduled and provided by the participating cities, grants, and contributions.
2. To enter into an agreement with disposal vendor(s) to provide household hazardous waste services including a series of disposal events and disposal services at the County's fixed-site HHW collection locations. The County recognizes and agrees that compensation for vendors under such agreements will be payable only to the extent that Town funds are made available.
3. To provide two representatives on the HHW Network.
4. To provide, manage, operate, and maintain a site at 11234 Plano Road in Dallas for exclusive use as a Home Chemical Collection Center ("Collection Center").
5. To provide regular reports to the Town regarding collection statistics taken from event surveys.

IV. TOWN RESPONSIBILITIES

During the Term of this Agreement, the Town will provide:

1. A sum not to exceed \$16,000.⁰⁰ for disposal, setup, operational, capital and transportation costs for HHW collection for residents of the Town, during the period from October 1, 2017 through September 30, 2018. This figure is based on the program's annual budget contained in **Exhibit B2018** which is incorporated herein for all purposes.
 - a) The Town agrees collection, setup, and disposal costs will be paid after-the-fact, based on actual usage by the Town at events and at the Collection Center.
 - b) The Town agrees operational and capital costs must be paid quarterly in advance.
 - c) In the event of early withdrawal, the operational and capital costs will not be pro-rated for partial quarter participation but will become immediately due and payable in full.
2. Evidence that funding has been committed and encumbered which will be available for the obligations set forth herein in an appropriate form (Town Council resolution, approved line item budget, letter from department head or other official authorized to encumber funds, etc.).
3. A request to the County in writing when the Town wishes a collection event to be held within the Town's jurisdiction and assistance in obtaining HHW collection site location(s), community support, volunteers, and volunteer amenities for the requested event.

4. Onsite representation at HHW collection(s) within its jurisdiction.
5. Notification to the County in writing at least sixty (60) days prior to withdrawal from this agreement by the Town.
6. One representative and one alternate on the HHW Network to attend Network meetings and participate in the decision-making process.

The Town acknowledges that the financial responsibility for vendor's disposal, set up, and transportation costs, based on actual usage by residents of the Town, rests with the Town. The Town further acknowledges and agrees its financial responsibility is determined by a proportional share of the program Operational and Capital Budgets, based on the Town's percentage of total single-family households served and using single-family household projections from the North Central Texas Council of Governments. The Operational and Capital Budgets will be determined by the County and the HHW Network. No participating Town or City will be obligated to incur expenses without their prior knowledge and approval.

V. HHW NETWORK RESPONSIBILITIES

Under the Bylaws of the HHW Network as included in **Exhibit C2018** which is incorporated herein for all purposes, the HHW Network will:

1. Provide guidance and direction to the Program Manager in the selection of a HHW disposal contractor, in identifying and selecting waste disposal options, in advertising HHW collections, and in developing and implementing a HHW public awareness program.
2. Create a Finance Committee, composed of those HHW Network members that contribute funds, to make recommendations to the HHW Network regarding expenditures of funds for the HHW Program.
3. Provide guidance and direction to the Program Manager in scheduling community HHW collection events. The HHW Network will attempt to honor all requests from member cities wishing to host a community HHW collection event. Should insufficient dates be available to accommodate all such requests, the number of events hosted by a single member Town or City annually may be scheduled at a rate that is proportional to that Town or City's share of single family households served.
4. Pay for all routine maintenance at the Collection Center and be responsible for capital additions necessitated by program operations.

VI. LIABILITY

To the extent allowed by law, and without creating a sinking fund, the County agrees to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs or judgments against the County, including workers' compensation claims, arising out of the performance of the work and services under this agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) occurring during the performance of this Agreement which are caused by the sole negligence of the County, its agents, officers and/or employees. To the extent allowed by law, and without creating a sinking fund, the Town agrees to be responsible for any liability or damages the Town may suffer as a result of claims, demands, costs or judgments against the Town, including workers' compensation claims, arising out of the performance of the work and services under this agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) occurring during the performance of this Agreement which are caused by the sole negligence of the Town, its agents, officers and/or employees.

County and Town agree that any such liability or damages as stated above occurring during the performance of this agreement caused by the joint or comparative negligence of their employees, agents and officers will be determined in accordance with the comparative responsibility laws of the State of Texas.

This Agreement is made solely for the benefit of the parties, and nothing herein will be construed as granting any rights or cause of action to any third party. This agreement is made subject to the County's and Town's sovereign immunity, Title 5 of the Texas Civil Practice and Remedies Code and the Texas Tort Claims Act.

VII. RENEWAL, CANCELLATION AND AMENDMENTS

This agreement may be renewed on October 1 of each year for four additional one-year terms by mutual agreement of the parties. Either party may withdraw from this Agreement at any time without cause, provided that it has notified the other party in writing at least sixty (60) days prior to its intended withdrawal date.

Notwithstanding anything to the contrary herein, County's obligations contained in this Agreement and any extension hereto are expressly contingent upon the availability of funding for each item and obligation. Neither the State of Texas nor any Town or any other person or entity will have any cause of action against the County of Dallas regarding this Agreement in the event that the County is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding from any source utilized to fund this Agreement or failure of any funding party, including the County, to budget or authorize funding for this Agreement during the current or future fiscal years. In the event of insufficient funding by County or any other funding entity, or if funding for this Agreement is terminated, limited, suspended or withdrawn, or if funds become unavailable in whole or part, the County, at its sole discretion, will have the right, but not the obligation, to terminate County's obligations herein and withdraw from this Agreement with at least sixty

(60) days prior written notice to the other HHW Network entities. Nothing herein will prevent the County, in its sole discretion, from providing funding from a separate source.

VIII. PAYMENT

The Town, once receiving an invoice from the County for services rendered (operational, disposal, capital, set up, and/or transportation costs), must provide payment within thirty (30) days to the County per this Agreement and any addendum(s) to this Agreement. If the Town fails to pay within thirty (30) days, the Town will be charged a late fee of one percent (1%) of the invoice amount for each additional month or portion thereof. Disputes should be directed to the HHW Program Manager. Interest charges on disputed amounts will be suspended until an accurate figure has been documented and re-submitted to the Town by HHW Network staff. Upon written request from the Town, invoices from the County must be accompanied by copies of all participant surveys and other relevant backup documents to the invoice. Payments required under this Agreement must be in amounts that fairly compensate the performing party for the services or functions performed and shall be made from current revenues available to the paying party.

IX. AMENDMENTS AND CHANGES IN THE LAW:

No modification, amendment, novation, renewal or other alteration of this Agreement will be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition, or deletion to the terms or conditions of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and will be effective on the date designated by said law. Provided, however, that if the change in federal or State law renders the basic purposes of this Agreement illegal, invalid or unenforceable then either party may, upon written notice to the other, terminate this Agreement, and the parties agree to enter into good faith negotiations to replace this Agreement with an agreement as similar to the terms and conditions of this Agreement as legally permissible.

X. SEVERABILITY:

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions herein. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions will continue and be given effect as if the illegal or invalid provisions had never been incorporated.

XI. SIGNATORY WARRANTY:

This Agreement has been authorized by the Town through a duly enacted resolution passed by the Town Council. The person or persons signing and executing this Agreement on behalf of Town, or representing themselves as signing and executing this Agreement on behalf of Town, do hereby warrant and guarantee that he, she or they

have been duly authorized by Town to execute this Agreement on behalf of Town and to validly and legally bind Town to all terms, performances and provisions herein set forth.

XII. ENTIRE AGREEMENT:

This Agreement, including all exhibits and attachments, constitutes the entire agreement between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written.

XIII. BINDING EFFECT:

This Agreement and the respective rights and obligations of the parties hereto will inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

XIV. FEDERAL OR STATE FUNDED PROJECT:

If Agreement is funded in part by either the State of Texas or federal government, the Town agrees to timely comply without additional cost or expense to County, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision or other State or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Agreement.

XV. DEFAULT/CUMULATIVE RIGHTS/MITIGATION:

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. The Town has a duty to mitigate damages.

XVI. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:

This Agreement may be executed in multiple counterparts, each of which will be considered an original, but all of which will constitute one and the same instrument. Words of any gender used in this Agreement will be held and construed to include any other gender, and any words in the singular will include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and will not be considered in any interpretation of this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

The County of Dallas, State of Texas, has executed this Agreement pursuant to Commissioners Court Order _____ passed on the _____ day of _____, 2017.

COUNTY:

EXECUTED THIS _____ DAY OF _____, 2017.

BY: Clay Lewis Jenkins
County Judge
Dallas County, Texas

RECOMMENDED BY:

BY: Rick Loessberg
Director
Planning and Development
Dallas County, Texas

APPROVED AS TO FORM*:

FAITH JOHNSON
District Attorney
Dallas County, Texas

BY: Randall Miller
Assistant District Attorney
Civil Division
Dallas County, Texas

*By law, the District Attorney's office may only advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal Perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

TOWN:

The Town of Highland Park, Texas has executed this Agreement pursuant to Resolution Number _____, the _____ day of _____, 2017.

EXECUTED THIS _____ DAY OF _____, 2017.

BY: Bill Lindley
Town Administrator

Attest:

BY: Gayle Kirby
Town Secretary

APPROVED AS TO FORM:

BY: Matthew C.G. Boyle
Town Attorney

Exhibit A2018 Scope of Services

Overview

For the Term of this Agreement, Dallas County proposes to operate a Household Hazardous Waste (HHW) disposal program on behalf of the participating towns and cities of the Dallas Area Household Hazardous Waste Network (HHW Network). To accomplish this, the County will continue to use the HHW Network as multi-jurisdictional guidance to the HHW Program Manager in order to maintain an efficient and jurisdictionally sensitive collection program.

As the nucleus of a management structure, the County, through Interlocal Agreements with participating cities, will continue to direct and manage the planning, coordination, and implementation of the HHW Network and HHW collection program. The HHW Network will function as an advisory board and will consist of representatives from participating cities and Dallas County. County staff will provide project governance and oversight.

Strategy

Each spring and fall, the HHW program will target a series of temporary collection sites throughout the participating area, as selected by participating cities in the HHW Network, for one-day community collection events. The participating cities will select the days of the events. The County will oversee the operation of a fixed-site Collection Center for year-round access in addition to the aforementioned collection events. The County may provide transportation of materials between the Collection Center and Town and City-owned satellite collection stations that are available to all participating cities as an adjunct to the Collection Center.

Each Town and City will be able to participate in each of the one-day community collection events. Each event will be held on a different day, at a different location, as determined by the HHW Network. Residents of each participating Town and City also can use the Collection Center on a year-round basis.

For all one-day community collection events, the HHW Program Manager and staff will coordinate scheduling, vendor services, equipment, supplies, advertising, and labor for onsite activities. The host Town or City will provide for traffic control and site security, and will have an onsite Town or City representative for the duration of any collection held within its jurisdiction. The host Town or City will also assist in providing volunteers and volunteer amenities. The County will negotiate the disposal or diversion of HHW on behalf of the HHW Network participants, according to the criteria established by the HHW Network.

Dallas County will provide office space, a Collection Center site, project

management, and a mobile unit. The HHW Program Manager and staff must be County employees, whose salaries and benefits are funded by the participating cities and/or through grants. All disposal, set up, and transportation costs will be funded by the participating cities, based on participation rates. All operating costs, including personnel, facility and equipment maintenance, advertising, supplies, services, and other operational costs will be funded by the participating cities proportionally, based on the most current single-family population figures from the North Central Texas Council of Governments. Program enhancements and capital additions necessitated by program operations will be the responsibility of the HHW Network and funded by the participating cities and/or by grants. All satellite collection centers must be owned and staffed by the host Town or City and available to residents of all HHW Network towns or cities. All satellite station costs for operations, personnel, and facility maintenance will be funded by the host Town or City. Vehicles and supplies for handling and packing will be provided by the HHW Network through funding for the HHW Program.

All overhead for the Household Hazardous Waste Program and Collection Center will be funded through the HHW Network operating and capital budgets. Each participating Town or City must provide the County with funds to cover its collection, disposal, transportation and setup costs within thirty (30) days of receiving an invoice from the County.

Operational and capital costs will be paid quarterly in advance. The Town or City will pay a percent of the operational and capital costs equivalent to its percent of the total of single-family households in all participating cities. Single-family household totals will be acquired from statistics published by the North Central Texas Council of Governments. Collection Center disposal costs will be billed to the Town or City at the end of each billing period, according to the number of residents participating during the billing period. Satellite station disposal costs will be billed to the Town or City at the end of each billing period, applying the Collection Center billing rate to the number of residents using the Satellite station. Collection event costs, including setup, disposal, transportation, etc., will be billed after each event, according to the number of residents participating at the event. The County, as signatory on all contracts, will pay the HHW disposal contractor and all other vendors with the funds received from the participating cities.

If, at any time, it appears that a Town or City lacks sufficient funding to complete the contract year, the Town must choose one of the following options:

- The Town or City may cap its costs, and no longer pay for its residents to drop off their waste at the collection center or future one-day events to be held within the term of the Agreement; or
- The Town or City may decide to continue to allocate funds and allow its residents to participate in the collection center and future events to be held in the Agreement year. *

* If a Town or City decides to continue to fund costs for its residents above the sum provided for in its Interlocal Agreement with the County, then the Town or City must provide the County with a letter of agreement as an addendum to the Interlocal Agreement whereby the Town or City is contractually obligated to pay the County any additional costs for HHW collection during the period in which it wishes to extend its payment obligations and specifies a new not-to-exceed budget limit.

If a Town or City does not make a provision to cover a cost overrun, and the Town or City reaches its contractual limit (as provided for in the Interlocal Agreement or its addendum(s)), subsequent participants from that Town or City must pay their own collection fees in order to dispose of their HHW at the Collection Center or community collection event sites until an addendum is added to the Agreement to cover additional costs. This fee will be calculated from the most recent average collection cost per household or from actual disposal costs, whichever is greater.

Program Objectives

The ultimate objective of the HHW program is to minimize or eliminate the disposal of HHW in area landfills and storm water sewers through reuse/recycling, education and collection/disposal. Toward this end, this program will:

1. Operate a year-round collection center and a series of one-day community collection events each spring and fall throughout Dallas County, serving at least 9,000 households annually.
2. Provide HHW Network cities an opportunity and forum to address storm water pollution and HHW issues.
3. Involve as many cities as possible in the HHW Network.
4. Establish a precedent in Dallas County for handling HHW through a regional approach that will serve as a model for other multi-jurisdictional areas.
5. Educate the public as to alternatives, wise purchasing, and safe disposal through the use of as many of the following as possible: internet sites, utility bill stuffers, newspaper, television & radio public service announcements, contact with local environmental groups, trade show exhibits, presentation at schools, neighborhood organization meetings, service organizations, etc.
6. Gather data regarding citizen interest as well as types and amounts of HHW diverted from the waste stream by surveying collection participants.
7. Divert a substantial amount of HHW from municipal landfills.
8. Involve local businesses, especially those connected with the manufacture or sales of HHW generating products.

9. Involve local environmental groups, Dallas County Public Health Advisory Committee, Dallas County Health Dept., Texas Cooperative Extension Services, and the Southwest Institute of Forensic Sciences.

Special Training Requirements

Dallas County, as Operator, will be responsible for providing personnel at all collection locations. Those personnel may be county, town, city, volunteer, or contract personnel. The County will ensure that all personnel involved in collection activities have received training appropriate to their duties as specified in Texas Administrative Code Title 30, Section 335.407.

All citizen volunteers must attend a brief onsite orientation session prior to assisting with collection activities. This orientation will be provided by Dallas County HHW Program staff. Citizen volunteers will be restricted from entering areas where hazardous materials are handled, and their activities will be limited to taking surveys, distributing educational literature, processing non-hazardous recyclables and assisting with traffic control.

Records and Reporting

The Program Manager and staff must prepare quarterly progress reports for the County, HHW Network, and relevant grant agencies. Financial reports and progress reports must be presented at least quarterly and in accordance with grant requirements. Financial records, contacts, and data from the collection surveys must be computerized. A final report must be presented within 90 days of the end of each collection event, fiscal quarter, and fiscal year. The final report must include the results of surveys taken from participating citizens and participating cities to gather data including frequency of use and materials collected.

Program Goals

- Participation by at least 9,000 of the area households annually
- Participation by at least 50% of the cities in the County
- Increase public outreach to households in participating cities
- Coverage by general circulation newspaper and/or broadcast media
- Involvement of the community at all levels; government, industry, and citizens

Exhibit B2018**FY2018 HHW PROGRAM BUDGET SUMMARY**

This exhibit summarizes the total program funding for fiscal year 2018 (“FY18”) as approved by the Dallas Area Household Hazardous Waste Network at its regular meeting on April 27, 2017 and the Dallas County Commissioners Court on _____, 2017.

The Operational Budget includes personnel and operating costs, which are shared by the Network cities based on single-family household projections published by North Central Texas Council of Governments. Personnel costs include all HHW staff salaries and fringe benefits. Operating costs include supplies, equipment, advertising, public education, volunteer support, staff development, printing, postage, facility maintenance, utilities, and all other direct programming costs.

Capital Expense Budget costs are provided by the cities based on single-family household projections published by the North Central Texas Council of Governments. These funds are set aside for capital maintenance and improvements including building repairs, equipment repair or replacement, mechanical upgrades, and expansion projects.

The Collection/Disposal Budget is comprised of vendor costs for collection services, contract labor, and materials disposal. These costs vary according to actual usage and are indicated in the budget summary for planning purposes only. ***Funding for collection, contract labor, and disposal costs will be collected from the cities after the fact, on an as-used basis.***

Budget adjustments made during the Term of the Agreement must not result in a City Funding amount that exceeds the approved budget total shown herein. The County may make line item transfers within the budget when these transfers do not exceed \$5,000. Budget adjustments in excess of \$5,000 must be approved by the HHW Network.

BUDGET SECTION	CITY FUNDING
OPERATIONAL BUDGET	
Personnel Costs	\$ 487,228
Operating Costs	\$ 212,125
CAPITAL EXPENSE BUDGET	\$ 93,000
COLLECTION / DISPOSAL BUDGET	\$ 980,000
TOTAL PROGRAM BUDGET	\$1,772,353

DALLAS COUNTY HOUSEHOLD HAZARDOUS WASTE PROGRAM**Proportional Shares of FY2018 Operational and Capital Budget ***

Based on Estimated SINGLE FAMILY HOUSING UNITS **

City	Service Area Based on Single Family Households as per Current NCTCOG Estimates**	Percent of Service Area	FY18 Quarterly Share of Operational and Capital Budgets*	FY18 Annual Share of Operational and Capital Budgets*
Addison	1,794	0.33%	\$ 577	\$ 2,403
Dallas	284,183	52.70%	\$ 91,352	\$ 380,693
De Soto	15,536	2.88%	\$ 4,994	\$ 20,812
Duncanville	11,616	2.15%	\$ 3,734	\$ 15,561
Farmers Branch	8,821	1.64%	\$ 2,836	\$ 11,817
Garland	64,400	11.94%	\$ 20,702	\$ 86,270
Highland Park	3,492	0.65%	\$ 1,123	\$ 4,678
Irving	41,390	7.68%	\$ 13,305	\$ 55,446
Mesquite	38,840	7.20%	\$ 12,485	\$ 50,030
Richardson	30,356	5.63%	\$ 9,758	\$ 40,665
Rowlett	18,726	3.47%	\$ 6,020	\$ 25,085
Sachse	7,074	1.31%	\$ 6,020	\$ 9,476
Seagoville	3,710	0.69%	\$ 1,193	\$ 4,970
Sunnyvale	1,758	0.33%	\$ 2,422	\$ 2,355
University Park	7,533	1.40%	\$ 2,422	\$ 10,991
Wilmer	1,288	0.24%	\$ 414	\$ 1,725
TOTAL	540,517	100%	\$ 180,588.25	\$ 722,353

NOTES:

* FY18 Net Operational Budget = \$679,353
 Operational and Capital budget shares are determined by multiplying each city's Percent of Service Area times the net total of those two budgets. City shares are billed quarterly in advance and may be proportionately adjusted in the event city participation changes. Disposal costs are paid in addition to Operational and Capital costs and are based on actual usage.

Net Capital Costs = \$43,000

Combined Net Operational and Capital Budget = \$722,353

** Single-family housing estimates were revised 4/15/15, using latest published figures from NCTCOG, which have not changed from previous year estimates.

Exhibit C2018

BYLAWS OF THE DALLAS AREA HOUSEHOLD HAZARDOUS WASTE NETWORK

Article I: Name

The name of this organization is the **Dallas Area Household Hazardous Waste Network** (hereafter referred to as the “**HHW Network**”).

Article II: Mission

The purpose of the HHW Network is to efficiently organize and promote the collection of household hazardous wastes (HHW) among individuals residing in Dallas County, or in counties adjacent to Dallas County, as agreed to by the Network Members. In order to accomplish this mission, the HHW Network will actively promote cooperative arrangements among governmental agencies in the County and will provide a forum for discussion of techniques for collection and disposal of HHW.

Article III: Members

Voting Members - Voting membership in the HHW Network will be offered to one representative of each city volunteering to participate in the HHW Network and to one representative of Dallas County. Any city requesting membership must provide an official written notice of the name of the individual to be designated as the HHW Network member. Once designated, an individual member must arrange to have an alternate designated to participate in the absence of the member.

Advisory (Non-voting) Members - the County Judge will name additional Advisory (Non-voting) Members to the HHW Network representing the following categories or organizations:

- one member representing Dallas County, other than the County's voting member
- one member representing the North Central Texas Council of Governments
- three members representing advocacy, environmental, or other citizen groups such as: Texas Cooperative Extension Service, Audubon Society, and League of Women Voters
- two members representing the private sector

Term - each of the designated individuals will serve until his/her successor is designated.

Article IV: Meetings

The HHW Network will meet as required to conduct its business. All HHW Network meetings must be public meetings open to all participants. The Project Manager of the HHW Network must establish a mailing list for notification of all meetings, and must include on this list any individual that requests notification.

Quorum - At any regular meeting of the HHW Network, a quorum will consist of half of the individuals who have then been duly designated or appointed pursuant to Article III.

Article V: Voting

Each Voting Member of the HHW Network will have one vote.

Article VI: Officers and Committees

The HHW Program Manager will preside at all meetings. The HHW Program Manager and staff will be responsible for all staff work and notifications related to the Network. The Program Manager must not be a voting member of the Network. The HHW Network, by majority vote, may establish such committees as the HHW Network considers necessary to carry out the work of the organization.

Finance Committee - The Finance Committee must consist of representatives of each city that has made a binding commitment to participate in a disposal program and the County's voting member. The Program Manager will serve as an ex officio member of this committee. No contract or other financial arrangement affecting the participants may be referred to or approved by the HHW Network without first receiving approval of the Finance Committee.

Article VII: Amendments

These bylaws will become effective when ratified by a majority of HHW Network voting members attending a regular meeting, and when approved by Dallas County Commissioners Court. Amendments may be proposed by any member at any time, in writing. Such amendments will be voted on at a duly called HHW Network meeting to which notice has been given that an amendment will be proposed. Amendments passed by 2/3 of the voting members present will become part of the bylaws.



TOWN OF HIGHLAND PARK

Agenda Briefing

Council Meeting: September 25, 2017

Department: Town Services

Director: Ronnie Brown

TITLE

Consider approval of a bid in the amount of \$222,909 submitted by Lambert's for the Flippen Park Fountain Improvements Project.

BACKGROUND

On May 18, 2017, the Town opened sealed bids for the Flippen Park Fountain Improvements Project. John Armstrong was engaged to develop the plans and specifications for this project. The scope of the project included reducing the pool depth, replacing the existing fountain, resurfacing the pool, and replacing the plumbing and the filtration system.

Twelve prospective bidders were invited to bid this project. Two bids were received, both of which were higher than the Town's estimate of \$150,000. Lambert's submitted a bid in the amount of \$222,909, and LandCare submitted a bid in the amount of \$436,925.

Allocation of funding for other park projects denoted in the Capital Improvement Fund will provide the additional funding necessary to proceed with this project. A resident adjacent to Flippen Park discussed with staff an interest in changing the proposed metal fountain to a carved stone fountain. Staff advised the resident that any design change requires approval by the Town Council.

Lambert's agreed to hold its bid price of \$222,909 until October 1, 2017, pending the Town Council's direction regarding the selection of a fountain. Staff seeks to resolve the fountain selection and move forward with this project as soon as possible. An alternate carved stone fountain is similar in height and scale to the existing fountain at Flippen Park. If the Council selects a carved stone fountain, any additional cost would be provided by private funding.

The Town Council reviewed this item at its study session on September 19, 2017. Staff was instructed to provide a definitive carved stone fountain alternate for the Council's consideration at the Town Council meeting on September 25, 2017. If an alternate carved stone fountain cannot be presented at that time, the Council will consider awarding Lambert's original bid in the amount of \$222,909, with a Robinson Iron Fountain painted in a matte finish to match the color of the Flippen Park Gazebo.

RECOMMENDATION

Staff recommends awarding the bid submitted by Lambert's for the Flippen Park Fountain Improvements Project in an amount not to exceed \$222,909.

FINANCIAL IMPACT

Funding in the amount of \$222,909 is available in the Capital Improvements Plan.

ATTACHMENTS:

File Name

0439_001.pdf

Description

Lambert's Proposal



PROPOSAL

Town Of Highland Park
Office of the Purchasing Agent
4700 Drexel Drive
Highland Park, Texas 75205

May 17, 2017

PROJECT SCOPE: Installation and Rehabilitation of Flippen Park Fountain RE: 2017-045-4325-08

Kathleen Stewart:

We are pleased to present the following proposal for your consideration.

We propose to furnish all labor, material, equipment, and supervision required to complete the following services as outlined on plans and specifications for the Flippen Park Fountain Renovation.

BID RECAPITULATION

A. Shell Preparation / Demolition	\$45,892.00
B. Shell Renovation	\$72,628.00
C. Iron Fountain Replacement	\$54,826.00
D. New Equipment and Plumbing	\$24,585.00
E. Plaster Finish	<u>\$24,978.00</u>

TOTAL BASE PROPOSAL \$222,909.00

Alternate One:

Furnish and install (7) LPN-20-MLX 20 watt MR16 underwater / submersible freestanding lights for the Robinson Iron fountain feature lighting enhancement.

ADD \$ 7,850.00

TERMS OF PAYMENT

Upon acceptance of this contract, a mobilization fee/deposit of 1/3 of the total proposal shall be due and payable prior to commencement of Lambert's work. This fee shall cover the cost of material procurement, permit fees, and staging of the project. A 3% convenience fee will be added to all payments made by credit card.

Town of Highland Park

Page 2 of 5 (Mockingbird Lane R.O.W. Landscape Improvements)

May 15, 2017

Owner agrees to make bi-monthly draw payments based on estimates of actual work completed the previous week. The balance of the contract (value of labor, equipment and subcontracted services) shall be paid upon completion of the job. If Owner foresees being unavailable during all or part of the installation process, Owner will prepay a value equaling 80% of the work scheduled to be completed during that period of time.

Unless other arrangements have been made invoices that are not paid within the week of presentation shall be considered past due and require that we suspend field operations until payment is received. Delinquent accounts shall also cause us to revoke all warranties and be subject to a finance charge of 1½% per month.

All payments shall be made in Dallas, Texas.

This agreement is the sole agreement of the parties for landscape installation and construction services and supersedes any prior written or oral agreements for these services. This agreement does not in any way supersede or replace any design related service agreements.

This agreement cannot be amended except by written instrument signed by both parties.

Notice to Buyer

Do not sign this agreement before you read it or if it contains any blank space. You are entitled to a completed filled in copy of this agreement. Keep this agreement to protect your legal rights.

Lambert's is a trade name for Environmental Investments, L.P., a Texas limited partnership. The general partner of Environmental Investments, L.P. is Landscape Industries, LLC, a Texas limited liability company. The person signing this agreement is signing on behalf of the general partner of Environmental Investments, L.P. as an officer.

Thank you for the opportunity to provide you with professional services. We feel confident that you will be pleased with the results.

Regards,



Paul Fields, ASLA
President/Director of Design

PF/dwp

(Please sign and return one copy of the Proposal by Lambert's Garden Design)

AGREED and ACCEPTED this _____ day of _____, 2017

By: _____