



Town of Highland Park, Texas
TOWN COUNCIL MEETING
A G E N D A

8:00 AM
September 20, 2022

4700 Drexel Drive, Highland Park TX 75205
Town Council Chamber

I. CALL TO ORDER

II. INVOCATION

III. CITIZEN COMMENTS

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

IV. 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 an ordinance approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corporation, Mid-Tex Division regarding 2022 Rate Review Mechanism filings.
- B. Consider approval of an ordinance amending the Fiscal Year 2021-22 Adopted Budget.
- C. Consider approval of interlocal agreements with Dallas County for: (i) food establishment inspections and vector and/or mosquito control and (ii) health services.
- D. Consider approval of the minutes of the Town Council meeting held on September 6, 2022.
- E. Consider approval of the minutes of the Town Council study session held on September 6, 2022.
- F. Consider approval of the minutes of the Special Town Council meeting held on September 13, 2022.

V. ADJOURNMENT

Any item on this posted agenda could be discussed in closed session as long as it is within one of the permitted categories under Sections 551.071 through 551.076 and 551.087 of the Texas Government Code.

A member of the public may address the governing body regarding an item on the agenda either before or during the body's consideration of the item, upon being recognized by the presiding officer.

or the consent of the body.

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



TOWN OF HIGHLAND PARK

Agenda Briefing

Council Meeting: September 20, 2022

Department: Finance & Human Resources

Presenter: Steve Alexander

TITLE

Consider approval of an ordinance approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corporation, Mid-Tex Division regarding 2022 Rate Review Mechanism filings.

BACKGROUND

The Town, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or the "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company, pursuant to Section 104.301 of the Texas Utilities Code, for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, several modifications have been made to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in the early part of 2018. On or about April 1, 2022, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost of service in a test year ending on December 31, 2021, entitled it to additional system-wide revenues of \$141.3 million.

Application of the standards set forth in ACSC's RRM Tariff reduces Atmos' request to \$115 million, \$83.26 million of which would be applicable to ACSC members. ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be \$95.8 million instead of the claimed \$141.3 million.

The ACSC Executive Committee recommends a settlement of \$115 million. The Effective Date for new rates is October 1, 2022. ACSC members should take action approving the Ordinance before September 1, 2022.

RECOMMENDATION

Staff recommends approval. This item was discussed at the September 6, 2022, Town Council Study Session.

FINANCIAL IMPACT

The impact of the settlement on average residential rates is an increase of \$4.60 on a monthly basis, or 6.7 percent. The increase for average commercial usage will be \$14.34 or 4.3 percent. A bill impact comparison is attached.

ATTACHMENTS:**File Name**

2022_Atmos_Mid-Tex_RRM_Settlement_Ordinance_final.pdf
Attachment_1_-_2022_-_CY21_MTX_RRM_-_Tariffs.pdf
Attachment_2_-_2022_-_CY21_MTX_RRM_-_Pension_Benchmark.pdf
2022_-_CY21_MTX_RRM_-_Average_Bill.pdf

Description

Ordinance 2110 Approving Settlement
Attachment 1 - Tariffs
Attachment 2 - Pension Benchmark
Average Bill

ORDINANCE NO. 2110

A ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HIGHLAND PARK, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2022 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the Town of Highland Park, Texas (“Town”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the Town is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the Town in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2022, Atmos Mid-Tex filed its 2022 RRM rate request with ACSC Cities based on a test year ending December 31, 2021; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2022 RRM filing through its Executive Committee, assisted by ACSC’s attorneys and consultants, to resolve issues identified in the Company’s RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$115 million applicable to ACSC Cities with an Effective Date of October 1, 2022; and

WHEREAS, ACSC agrees that Atmos plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

SECTION 1. That the findings set forth in this Ordinance are hereby in all things approved.

SECTION 2. That, without prejudice to future litigation of any issue identified by ACSC, the Town Council finds that the settled amount of an increase in revenues of \$115 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2022 RRM filing, is in the public interest, and is consistent with the Town's authority under Section 103.001 of the Texas Utilities Code.

SECTION 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

SECTION 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$115 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

SECTION 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

SECTION 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of ACSC in processing the Company's 2022 RRM filing.

SECTION 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

SECTION 8. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 9. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

SECTION 10. That consistent with the Town Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2022.

SECTION 11. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this the _____ day of September, 2022.

APPROVED AS TO FORM:

Matthew C.G. Boyle
Town Attorney

APPROVED:

Will C. Beecherl
Mayor

ATTEST:

Joanna Mekeal
Town Secretary

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 21.55 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 21.60 per month
Commodity Charge – All <u>Ccf</u>	\$0.36223 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2022.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 63.50 per month
Rider CEE Surcharge	(\$ 0.01) per month ¹
Total Customer Charge	\$ 63.49 per month
Commodity Charge – All Ccf	\$ 0.14137 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2022.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,204.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4939 per MMBtu
Next 3,500 MMBtu	\$ 0.3617 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0776 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,204.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4939 per MMBtu
Next 3,500 MMBtu	\$ 0.3617 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0776 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j^{th} customer in i^{th} rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j^{th} customer in i^{th} rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	10.58	0.1422	88.85	0.6666
Austin	9.90	0.1372	233.56	0.7819
Dallas	14.17	0.1938	186.38	0.9394
Waco	10.07	0.1308	140.10	0.7170
Wichita Falls	11.43	0.1398	131.57	0.5610

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2021

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Supplemental Executive Benefit Plan	Post-Employment Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2022 Willis Towers Watson Report as adjusted (1) (2) (3)	\$ 1,715,323	\$ 982,708	\$ 3,137,022	\$ 313,319	\$ (341,412)	
2	Allocation to Mid-Tex	44.72%	44.72%	76.88%	100.00%	76.88%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 767,038	\$ 439,436	\$ 2,411,882	\$ 313,319	\$ (262,493)	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)	\$ 767,038	\$ 439,436	\$ 2,411,882	\$ 313,319	\$ (262,493)	\$ 3,669,182
6							
7							
8	Summary of Costs to Approve (1):						
9							
10	O&M Expense Factor (WP_F-2.3, Ln 2)	79.88%	79.88%	38.60%	11.00%	38.60%	
11							
12							
13	Total Pension Account Plan	\$ 612,700		\$ 931,100			\$ 1,543,800
14	Total Post-Employment Benefit Plan		\$ 351,016			\$ (101,335)	249,681
15	Total Supplemental Executive Benefit Plan				\$ 34,465		34,465
16	Total (Ln 13 + Ln 14 + Ln 15)	\$ 612,700	\$ 351,016	\$ 931,100	\$ 34,465	\$ (101,335)	\$ 1,827,946

Notes:

1. Studies not applicable to Mid-Tex or Shared Services are omitted.

2. Mid-Tex is proposing that the Fiscal Year 2022 Willis Towers Watson actuarial amounts shown on WP_F-2.3 and WP_F-2.3.1, be approved by the RRM Cities as the benchmark amounts to be used to calculate the regulatory asset or liability for future periods. The benchmark amount approved by the RRM Cities for future periods includes only the expense amount.

20 The amount attributable to capital is recorded to utility plant through the overhead process as described in the CAM.

21 3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.

ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2021

Line No.						Current	Proposed	Change
1	Rate R @ 43.8 Ccf							
2	Customer charge					\$ 20.85		
3	Consumption charge	43.8	CCF	X \$ 0.27979	=	12.25		
4	Rider GCR Part A	43.8	CCF	X \$ 0.35744	=	15.66		
5	Rider GCR Part B	43.8	CCF	X \$ 0.35918	=	15.73		
6	Subtotal					\$ 64.49		
7	Rider FF & Rider TAX			X 0.06408	=	4.13		
8	Total					<u>\$ 68.62</u>		
9								
10	Customer charge						\$ 21.55	
11	Consumption charge	43.8	CCF	X \$ 0.36223	=		15.87	
12	Rider GCR Part A	43.8	CCF	X \$ 0.35744	=		15.66	
13	Rider GCR Part B	43.8	CCF	X \$ 0.35918	=		15.73	
14	Subtotal						\$ 68.81	
15	Rider FF & Rider TAX			X 0.06408	=		4.41	
16	Total						<u>\$ 73.22</u>	\$ 4.60
17								6.71%
18								
19	Rate C @ 345.7 Ccf							
20	Customer charge					\$ 56.50		
21	Consumption charge	345.7	CCF	X \$ 0.12263	=	42.39		
22	Rider GCR Part A	345.7	CCF	X \$ 0.35744	=	123.56		
23	Rider GCR Part B	345.7	CCF	X \$ 0.26532	=	91.71		
24	Subtotal					\$ 314.16		
25	Rider FF & Rider TAX			X 0.06408	=	20.13		
26	Total					<u>\$ 334.29</u>		
27								
28	Customer charge						\$ 63.50	
29	Consumption charge	345.7	CCF	X \$ 0.14137	=		48.87	
30	Rider GCR Part A	345.7	CCF	X \$ 0.35744	=		123.56	
31	Rider GCR Part B	345.7	CCF	X \$ 0.26532	=		91.71	
32	Subtotal						\$ 327.64	
33	Rider FF & Rider TAX			X 0.06408	=		20.99	
34	Total						<u>\$ 348.63</u>	\$ 14.34
35								4.29%

**ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2021**

Line No.							Current	Proposed	Change
36	Rate I @ 4278 MMBTU								
37	Customer charge					\$ 1,054.75			
38	Consumption charge	1,500	MMBTU	X \$	0.4330 =	649.50			
39	Consumption charge	2,778	MMBTU	X \$	0.3171 =	880.80			
40	Consumption charge	0	MMBTU	X \$	0.0680 =	-			
41	Rider GCR Part A	4,278	MMBTU	X \$	3.4906 =	14,931.86			
42	Rider GCR Part B	4,278	MMBTU	X \$	0.5485 =	2,346.33			
43	Subtotal					\$ 19,863.24			
44	Rider FF & Rider TAX		\$ 19,863.24	X	0.06408 =	1,272.82			
45	Total					<u>\$ 21,136.06</u>			
46									
47	Customer charge						\$ 1,204.50		
48	Consumption charge	1,500	MMBTU	X \$	0.4939 =	740.85			
49	Consumption charge	2,778	MMBTU	X \$	0.3617 =	1,004.69			
50	Consumption charge	0	MMBTU	X \$	0.0776 =	-			
51	Rider GCR Part A	4,278	MMBTU	X \$	3.4906 =	14,931.86			
52	Rider GCR Part B	4,278	MMBTU	X \$	0.5485 =	2,346.33			
53	Subtotal					\$ 20,228.23			
54	Rider FF & Rider TAX		\$ 20,228.23	X	0.06408 =	1,296.21			
55	Total					<u>\$ 21,524.44</u>	\$	388.38	
56									1.84%
57	Rate T @ 4278 MMBTU								
58	Customer charge					\$ 1,054.75			
59	Consumption charge	1,500	MMBTU	X \$	0.4330 =	649.50			
60	Consumption charge	2,778	MMBTU	X \$	0.3171 =	880.80			
61	Consumption charge	0	MMBTU	X \$	0.0680 =	-			
62	Rider GCR Part B	4,278	MMBTU	X \$	0.5485 =	2,346.33			
63	Subtotal					\$ 4,931.38			
64	Rider FF & Rider TAX		\$ 4,931.38	X	0.06408 =	316.00			
65	Total					<u>\$ 5,247.38</u>			
66									
67	Customer charge						\$ 1,204.50		
68	Consumption charge	1,500	MMBTU	X \$	0.4939 =	740.85			
69	Consumption charge	2,778	MMBTU	X \$	0.3617 =	1,004.69			
70	Consumption charge	0	MMBTU	X \$	0.0776 =	-			
71	Rider GCR Part B	4,278	MMBTU	X \$	0.5485 =	2,346.33			
72	Subtotal					\$ 5,296.37			
73	Rider FF & Rider TAX		\$ 5,296.37	X	0.06408 =	339.39			
74	Total					<u>\$ 5,635.76</u>	\$	388.38	
75									7.40%



TOWN OF HIGHLAND PARK

Agenda Briefing

Council Meeting: September 20, 2022

Department: Fiscal & Human Resources

Presenter: Steven Alexander

TITLE

Consider approval of an ordinance amending the Fiscal Year 2021-22 Adopted Budget.

BACKGROUND

This agenda item provides an opportunity for the Town Council (the "Council") to review and discuss the proposed amendments to the Fiscal Year 2021-22 Adopted Budget ("FY 2022 Budget").

The current budget was adopted by the Town Council on September 14, 2021. Through the course of the year, Town Staff has identified amendments to the Adopted Budget for Town Council's consideration.

The Department of Public Safety has identified two areas in which funding is needed to address personnel costs that are not included in the FY 2022 budget. The overtime expenditures incurred during FY 2022 are expected to exceed the current budget of \$375,797 by \$270,000. Additionally, a personnel staffing and management analysis study for DPS was approved at the July 22, 2022 Town Council Meeting.

In the Swimming Pool Department, assistant managers were hired for an additional week of lap swim at the beginning of the season and increases in hourly wages were provided to all positions to ensure sufficiency of staffing throughout the season. These steps resulted in the need for \$13,400 to fund salaries. Additionally, pool chemicals have exceeded the budget by \$5,000 and repairs have exceeded the budget by \$3,000. This is largely due to inflation as well as the needed replacement of a sand filter.

In the Building Inspection Department, an update to the shared parking model at the Highland Park Shopping Village was approved at the May 17, 2022 Town Council Meeting. The cost of this study is \$64,830.

Fund/Department	Amount	Purpose	Funding Source
General Fund			
Public Safety	\$270,000	Overtime	Fund Balance
Public Safety	49,000	Staffing Study	Fund Balance
Swimming Pool	13,400	Salaries	Fund Balance
Swimming Pool	3,000	Repairs	Fund Balance
Swimming Pool	5,000	Chemicals	Fund Balance
Building Inspection	<u>64,830</u>	Shared Parking Model Study	Fund Balance
Total General Fund	\$405,230		

RECOMMENDATION

Staff recommends approval. This item was reviewed at the September 6, 2022, Town Council Study Session.

FINANCIAL IMPACT

The proposed budget amendment increases appropriations of the Town's Adopted Budget for Fiscal Year 2021-22 by \$414,830 which is proposed to be funded through fund balance within the General Fund.

ATTACHMENTS:

File Name	Description
Ord._No._2109_FY2022_Adopted_Budget_Amendment.pdf	Ordinance No. 2109 Amending FY2022 Budget

ORDINANCE NO. 2109

AN ORDINANCE OF THE TOWN OF HIGHLAND PARK, TEXAS, AMENDING THE TOWN'S ADOPTED FISCAL YEAR 2021-22 COMBINED BUDGET.

WHEREAS, the Town Council of the Town of Highland Park, Texas (the "Town") adopted the Fiscal Year 2021-22 Combined Budget on September 14, 2021; and

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

WHEREAS, the increases of the proposed appropriations are related to DPS overtime and staffing study, swimming pool chemicals and parking model study within the General Fund; and

WHEREAS, the proposed amendments increase the overall appropriations within the Adopted Budget by \$405,230; and

WHEREAS, changes in appropriated funds require the approval of the Town Council, in accordance with the 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 2022 Combined Budget is hereby amended as follows:

General Fund Amendment:

Change in Appropriations - DPS

Increase in Appropriations related to overtime	\$ 270,000
Increase in Appropriations related to staffing study	\$ 49,000
Total Change in Appropriations - DPS	<u>\$ 319,000</u>

Change in Appropriations - Swimming Pool

Increase in Appropriations related to salaries	\$ 13,400
Increase in Appropriations related to repairs	\$ 3,000
Increase in Appropriations related to chemicals	\$ 5,000
Total Change in Appropriations - Swimming Pool	<u>\$ 21,400</u>

Change in Appropriations - Building Inspection

Increase in Appropriations related to parking model study	\$ 64,830
Total Change in Appropriations - Building Inspection	<u>\$ 64,830</u>

Net Change to the General Fund	\$ (405,230)
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PASSED AND APPROVED this 20th day of September, 2022.

APPROVED AS TO FORM:

APPROVED:

Matthew C.G. Boyle
Town Attorney

Will C. Beecherl
Mayor

ATTEST:

Joanna Mekeal
Town Secretary



TOWN OF HIGHLAND PARK

Agenda Briefing

Council Meeting: September 20, 2022

Department: Development Services

Presenter: Chelsey Gordon

TITLE

Consider approval of interlocal agreements with Dallas County for: (i) food establishment inspections and vector and/or mosquito control and (ii) health services.

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 and (ii) a variety of general public health services. These services are provided under two separate agreements which will begin on October 1, 2022, and run through September 30, 2023.

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 in the amount of \$200.00 per permit to each food establishment. 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 may also provide additional environmental services such as vector control and/or mosquito abatement as needed or identified.

Health Services Agreement:

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

RECOMMENDATION

The staff recommends approval of both interlocal agreements with Dallas County.

FINANCIAL IMPACT

Food Establishment Agreement:

The Town currently has 36 food establishments which are subject to inspections and fees. The annual cost of these inspections is \$5,400.

Health Services Agreement:

The annual cost for health services is \$132.00 and funding is provided in the FY 2022-23 annual budget.

ATTACHMENTS:**File Name**

Food_Establishment_Agreement_2022-2023-
_Town_of_Highland_Park.pdf

Town_of_Highland_Park_FY_2023_Health_Services_ILA.pdf

Description

Food Establishment Agreement 2022-2023

Health Services Agreements 2022-2023

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
	§	TOWN OF HIGHLAND PARK

SECTION 1: PARTIES

This Interlocal Agreement ("Agreement") is made by and between the Town of Highland Park, Texas ("Town"), a Texas municipal corporation, and Dallas County, Texas, a political subdivision of the State of Texas on behalf of the Dallas County Health and Human Services (collectively "County" or "DCHHS"), pursuant to the authorities granted by Chapter 791 of the Texas Local Government Code (known as the Interlocal Cooperation Act), Texas Health and Safety Code Chapter 437, Food and Drug Health Regulations, and 121, Local Regulation of Public Health, along with Title 25 Texas Administrative Code, Chapter 229, and any other applicable laws, as well as the Town ordinance for inspection services of food establishments within Town's jurisdiction and other environmental health services to Town. The County or the Town may hereinafter be referred to individually as "Party", or collectively, as the "Parties".

SECTION 2: TERM

The Term of this Agreement is for a period commencing on the Effective Date as defined herein and continuing through September 30, 2023 unless otherwise stated in this Agreement. ("Term")

SECTION 3: INSPECTION SERVICES AND REQUIREMENTS

- A. The County will perform a minimum of two (2) inspections (one every six months) during the Term of each food establishment for which the 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 the County;
- C. Any additional request for follow-up inspections by the 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.

SECTION 4: FEES AND PAYMENTS TO THE COUNTY

- A. The Town will collect and submit to the County a fee of One Hundred Fifty and 00/100 Dollars (\$150.00) per a Term for each food establishment inspected.

B. Beginning with the third inspection of a food establishment, the Town will pay a Seventy Five and 00/100 Dollars (\$75.00) fee for each additional inspection of that establishment requested by the Town.

C. The 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 not subject to change without notice and agreement by the Town. If additional costs are associated with the services under this Agreement, County will notify Town of those additional costs and invoice the Town separately for those additional costs.

E. The 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 Town shall pay the stipulated fees no later than the last date of this Agreement Term upon receipt of not less than thirty (30) days advance written notice from the County of amounts due. 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.

SECTION 5: OTHER ENVIRONMENTAL HEALTH SERVICES

A. Upon written request from Town, the County will respond to Vector and/or Mosquito Control complaints by inspecting the property and surrounding area for standing water and provide the treatment of water that contains immature mosquitoes with larvicide. If there is a mosquito borne disease in the area, the County will provide ground application services that include spraying for adult mosquitoes ("adulticiding"), and treating standing water with larvicide ("larvaciding").

B. In the event aerial spraying is needed to control St. Louis Encephalitis or West Nile virus throughout the County, the Town will have the option to participate in the County's emergency aerial mosquito spraying plan. Should the Town agree to participate in the plan, the 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 the Town's proportioned share of the cost based upon the number of acres to be sprayed multiplied by the per-acre spraying cost.

SECTION 6: RECORDS

The County will keep a copy of all inspection reports and will on a monthly basis send such inspection reports to the Town. If the County receives a request for inspection records, the County will respond in accordance with Texas Government Code, Chapter 552, also known as the "Texas Public Information Act".

SECTION 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 and upon provision of written notice to Town, in whole or in part, at its sole discretion, for the following reasons:

- 1) Lack of, or reduction in, funding or resources;
- 2) The Town's non-performance of the specifications of this Agreement or non-compliance with the terms of this Agreement;
- 3) In County's sole discretion, if termination is necessary to protect the health and safety of County employees;
- 4) The Town's improper, misuse or inept use of funds or resources; and/or
- 5) The Town's submission of data, statements and/or reports that are incorrect, incomplete and/or false in any way.

SECTION 8: TOWN ORDINANCE

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

SECTION 9: INDEMNIFICATION

A. The County, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney's fees, against the County including workers compensation claims, arising out of the performance of the County employees 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) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of the County, its agents, officers, and/or employees.

B. The Town, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act to be responsible for any liability or damages that the Town may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney's fees, against the Town including workers compensation claims, arising out of the performance of the Town employees 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) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of the Town, its agents, officers, and/or employees.

C. 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, students, agents, or officers shall be determined in accordance with comparative responsibility laws of the State of Texas.

D. This Section 9 shall survive termination, expiration, or suspension of this Agreement.

SECTION 10: INSURANCE

The 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 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. It is the intent of this provision that the Town's insurance covers all cost and expense so that County will not sustain any expense, cost, liability or financial risk as a result of any of the performance of services under this Agreement; as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of the Town.

SECTION 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

Clay Lewis Jenkins, County Judge
Dallas County
411 Elm St, 2nd Floor
Dallas, Texas 75202

TOWN

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

W/copy to:

Philip Huang, Director DCHHS
2377 N Stemmons Fwy #820
Dallas, TX 75207

SECTION 12: MISCELLANEOUS PROVISIONS

12.1 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. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

12.2 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. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. 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.

12.3 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 of 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.

12.4 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. The 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 the Town at the earliest possible time prior to the end of its fiscal year.

12.5 DEFAULT/CUMULATIVE RIGHTS/MITIGATION

It is not a waiver of default if the non-defaulting party fails to declare a default or delays in taking any action. Waiver of any term, covenant, condition or violation of this Agreement shall not be deemed or construed a waiver unless made in authorized written instrument, nor shall such waiver be deemed or construed a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. 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. Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. The Town has a duty to mitigate damages.

12.6 GOVERNMENTAL IMMUNITY

This Agreement is expressly made subject to 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 Town or County has by operation of law, or otherwise. Nothing in this Agreement is intended to benefit any third party beneficiary.

12.7 COMPLIANCE WITH LAWS AND VENUE

In providing services required by this Agreement, Town 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.

12.8 RELATIONSHIP OF PARTIES

Each Party is an independent contractor and not an agent, servant, joint enterpriser, joint venturer or employee of the other Party.

12.9 CONTRA PROFERENTUM

The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the party who drafted the Agreement and such party shall not be responsible for the language used.

12.10 ASSIGNMENT

Neither Party may transfer or assign its interest in this Agreement without prior written consent of the non-assigning Party. County approval to transfer or assign Town's interest in this Agreement is subject to formal approval by the Dallas County Commissioners Court. Town approval to transfer or assign County's duties to perform this Agreement is subject to formal approval by the Highland Park Town Council.

12.11 CONTINUING OBLIGATIONS

All obligations of this Agreement which expressly or by their nature survive the expiration, termination or transfer of this Agreement shall continue in full force and effect after and notwithstanding its expiration, termination or transfer until such are satisfied in full or by their nature expire.

12.12 FORCE MAJEURE

Neither Party shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such causes include but are not limited to acts of God, fire, storm, flood, earthquake, natural disaster, nuclear accident, strike, air traffic disruption, lockout, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The Party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the Party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Agreement as soon as practicable. The date of delivery or of performance shall be extended for at least a minimum time period equal to the time lost by reason of the delay.

12.13 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.

12.14 SIGNATORY WARRANTY

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 herein, and that the execution and delivery of this Agreement is made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Agreement.

EXECUTED THIS 1st DAY OF October 2022. ("Effective Date")

FOR DALLAS COUNTY:

BY: Clay Lewis Jenkins
County Judge

DATE: _____

Recommended:

BY: Dr. Philip Huang
Director, DCHHS

Approved as to Form*:

JOHN CREUZOT
CRIMINAL DISTRICT ATTORNEY
DALLAS COUNTY, TEXAS

RUSSELL RODEN
CHIEF, CIVIL DIVISION

BY: James R. Palomo
Assistant District Attorney

FOR TOWN:

BY: Bill Lindley
Town Administrator

DATE: _____

Recommended (TOWN):

BY: Joanna Mekeal
Title: Town Secretary

Approved as to Form (TOWN):

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, Dallas County. 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 THE TOWN
COUNTY OF DALLAS	§	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 (“Town”) desires to participate with County in establishing coordinated health services for Town and Dallas County; and

Whereas, County will operate certain health services for the residents of 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 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 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 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 Town in order to decentralize clinics and to plan and provide for desired services by Town; however, any other services that Town requires, in addition to the above mentioned services, may result in additional fees to Town.
- C. County agrees to charge a sliding-scale fee based on ability to pay to all residents of every municipality, including 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 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 Town will not be diminished below the level of service provided to 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 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 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 Town may elect to pay to maintain the original level of services. Town will notify County in writing no later than fourteen (14) calendar days after the date of Town's receipt of the notice of funding reduction as to Town's decision to pay the requested amount or to accept the curtailment of service. If 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 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 B, C, and D which is attached and incorporated herein by reference for all purposes;
- C. Payment. Town shall pay County the following amount, as stated in Exhibit D One Hundred Thirty Two and 00/100 Dollars (\$132.00), which is the agreed upon amount for 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, 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 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 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 Town over its health programs or environmental health programs or to limit the operations or services of those programs.
- C. 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 Town or any third party for the condition of the facilities, including any premises defects.
- D. 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) 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) 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 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. Town and County agree that no more than ten percent (10%) of the 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, 2022 through September 30, 2023, 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 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 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

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. 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

Town and County agree to provide to the other upon request, copies of the books and records relating to the Program. Town and County further agree to give Town and County health officials access to all Program activities. Both 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:

Dr. Philip Huang, Director
Dallas County Health & Human Services
2377 N. Stemmons Freeway, LB 12
Dallas, TX 75207-2710

Mr. Bill Lindley, Town Administrator
Town of Highland Park
4700 Drexel Drive
Highland Park, TX 75205

12. IMMUNITY

This Agreement is expressly made subject to County's and 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 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, 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 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 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. 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 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

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 Town's employees or agents shall be reported immediately for appropriate action. Moreover, 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. 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 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 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 Town. 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 Town or County, as the case may be.

DALLAS COUNTY:

TOWN OF HIGHLAND PARK:

By: Clay Lewis Jenkins
Dallas County Judge

DATE: _____

Recommended:

By:
Town Manager/Mayor

DATE: _____

Attested:

By: Dr. Philip Huang
Director, DCHHS

Approved as to Form*:
JOHN CREUZOT
DISTRICT ATTORNEY

By:
Town Secretary

Approved as to Form:

By: Lacey B. Lucas
Assistant District Attorney

By:
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).

FEE SCHEDULE

SEXUAL HEALTH CLINIC

Office Visits	\$20/visit
Blood Drawing	\$5 each
Chemical Lesion Reduction	\$45 each
Medical Records Copies	\$5 each
Cryotherapy	\$15 each

TUBERCULOSIS CLINIC

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

LABORATORY

GC Culture	\$14 each
GEN Probe GC/CT Combo	\$15 each
Trichomonas Testing	\$17 each
HIV 1&2 Test	\$15 each
HIV Test - Rapid	\$20 each
MTB Testing for TB	\$85 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*	\$55/Injection
Hepatitis B Vaccine*	\$60/Injection
Twinrix	\$105/Injection
Rabies (PE)	\$340/Injection
IPV	\$50/Injection
Pneumococcal*	\$125/Injection
Adacel (Pertusis) (Tdap)	\$35/injection
HIB	\$25/injection
Japanese Encephalitis	\$335/Injection
Typhoid (Polysaccharide)	\$90/Injection
Typhoid (Oral)	\$75 box
Yellow Fever Vaccine**	\$185/Injection
Boostrix Vaccine*(Tdap)	\$50/Injection
Influenza Vaccine*	\$30/Injection
Influenza (High Dose)	\$70/Injection
Rabies Administrative Fee/	
Serves State Vaccine	\$25 each
Foreign Travel Office Visit Fee	\$25/visit
TD*	\$50/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	\$75/plus \$25 for each
Homes, Residential	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

INFECTIOUS DISEASES

Non-Contagious Disease Certification Letter \$20 each

Comprehensive TB Testing & Evaluation (Incl. Chest X-ray) \$80 each

Pregnancy Test	\$20 each
Urinalysis	\$15 each
Dark Field	\$16 each
Herpes Culture	\$38 each
HIV-1 RNA Testing	\$115 each
HIV-1 Quant Assay Testing	\$80 each
Herpes Type 1 & 2 Serology	\$50 each
Residual Clinical Specimens	\$5 each

Varivax*	\$155/Injection
Meningococcal (MCV4)*	\$140/Injection
Shingrix	\$185/Injection
Gardasil (HPV)*	\$260/Injection
Hepatitis A (Pediatric)	\$45/Injection
Hepatitis B (Pediatric)	\$30/Injection
DT	\$70/Injection
DTaP (Daptacel)	\$40/Injection
DTap-HepB-IPV	\$85/Injection
DTaP-IPV	\$65/Injection
Rotavirus	\$140/Injection
PCV13	\$235/Injection
MMR*	\$100/Injection

Communicable Disease Program:

Hepatitis A/B/C Screening General \$35/Test

Hepatitis A/B/C Screening Qualified \$10/Test

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: (1)*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. (2) **Vaccine Unavailable.

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	

Dallas County Health and Human Services

Annual Summary of Services

January 1, 2021 thru December 31, 2021

Exhibit B

	Tuberculosis	Sexually Transmitted Diseases	Laboratory	Communicable Diseases
Municipality				
Addison	24	24	62	26
Balch Springs	587	587	292	43
Carrollton	517	517	301	155
Cedar Hill	237	237	200	71
Cockrell Hill	0	0	0	47
Coppell	133	133	27	33
Dallas	14,681	14,681	49,019	25,643
Desoto	237	237	282	270
Duncanville	344	344	243	66
Farmers Branch	100	100	173	69
Garland	3,307	3,307	1,864	113
Glenn Heights	41	41	64	34
Grand Prairie	812	812	1,142	315
Highland Park	0	0	0	11
Hutchins	21	21	56	8
Irving	2,197	2,197	1,964	430
Lancaster	289	289	354	57
Mesquite	529	529	1,129	350
Richardson	402	402	236	215
Rowlett	304	304	187	30
Sachse	63	63	20	8
Seagoville	124	124	180	31
Sunnyvale	0	0	1	48
University Park	0	0	0	15
Wilmer	10	10	61	3
Out of County	644	644	23,242	547
Total	25,603	25,603	81,099	28,638

Dallas County Health and Human Services

Contract Cost by Category

FY2023

Exhibit C

	Tuberculosis	Sexually Transmitted Diseases	Laboratory	Communicable Diseases	FY '22 Contract Total
Municipality					
Addison	\$ 2,676	\$ 12,609	\$ 2,499	\$ 849	\$ 2,500
Balch Springs	\$ 65,452	\$ 19,486	\$ 11,770	\$ 1,404	\$ 9,377
Carrollton	\$ 57,647	\$ 42,247	\$ 12,132	\$ 5,061	\$ 23,823
Cedar Hill	\$ 26,426	\$ 38,153	\$ 8,061	\$ 2,318	\$ 2,498
Cockrell Hill	\$ -	\$ -	\$ -	\$ 1,535	\$ 1,011
Coppell	\$ 14,830	\$ 6,877	\$ 1,088	\$ 1,078	\$ 3,131
Dallas	\$ 1,636,967	\$ 1,378,585	\$ 1,975,816	\$ 837,310	\$ 1,754,252
Desoto	\$ 26,426	\$ 57,311	\$ 11,367	\$ 8,816	\$ 17,620
Duncanville	\$ 38,357	\$ 26,527	\$ 9,795	\$ 2,155	\$ 11,273
Farmers Branch	\$ 11,150	\$ 21,451	\$ 6,973	\$ 2,253	\$ 6,856
Garland	\$ 368,739	\$ 108,728	\$ 75,133	\$ 3,690	\$ 80,156
Glenn Heights	\$ 4,572	\$ 20,796	\$ 2,580	\$ 1,110	\$ 574
Grand Prairie	\$ 90,540	\$ 70,247	\$ 46,031	\$ 10,286	\$ 38,854
Highland Park	\$ -	\$ 164	\$ -	\$ 359	\$ 132
Hutchins	\$ 2,342	\$ 7,041	\$ 2,257	\$ 261	\$ 3,149
Irving	\$ 244,971	\$ 141,314	\$ 79,163	\$ 14,041	\$ 81,906
Lancaster	\$ 32,224	\$ 51,908	\$ 14,269	\$ 1,861	\$ 12,106
Mesquite	\$ 58,985	\$ 104,143	\$ 45,507	\$ 11,428	\$ 31,608
Richardson	\$ 44,824	\$ 27,346	\$ 9,512	\$ 7,020	\$ 23,756
Rowlett	\$ 33,897	\$ 16,866	\$ 7,537	\$ 980	\$ 4,925
Sachse	\$ 7,025	\$ 1,801	\$ 806	\$ 261	\$ 362
Seagoville	\$ 13,826	\$ 10,480	\$ 7,255	\$ 1,012	\$ 6,440
Sunnyvale	\$ -	\$ 1,146	\$ 40	\$ 1,567	\$ 99
University Park	\$ -	\$ 491	\$ -	\$ 490	\$ 48
Wilmer	\$ 1,115	\$ 6,059	\$ 2,459	\$ 98	\$ 2,597
Out of County	\$ 71,808	\$ 607,992	\$ 936,819	\$ 17,861	\$ 77,142
Total	\$ 2,854,797	\$ 2,779,767	\$ 3,268,870	\$ 935,104	\$ 2,196,195

Dallas County Health and Human Services

Total Contract Costs

FY2023

Exhibit D

Municipality

Addison	\$ 2,500
Balch Springs	\$ 9,377
Carrollton	\$ 23,823
Cedar Hill	\$ 2,498
Cockrell Hill	\$ 1,011
Coppell	\$ 3,131
* Dallas	\$ 1,754,252
* Desoto	\$ 17,620
* Duncanville	\$ 11,273
Farmers Branch	\$ 6,856
* Garland	\$ 80,156
Glenn Heights	\$ 574
Grand Prairie	\$ 38,854
Highland Park	\$ 132
Hutchins	\$ 3,149
Irving	\$ 81,906
Lancaster	\$ 12,106
* Mesquite	\$ 31,608
* Richardson	\$ 23,756
* Rowlett	\$ 4,925
* Sachse	\$ 362
* Seagoville	\$ 6,440
Sunnyvale	\$ 99
University Park	\$ 48
Wilmer	\$ 2,597
* Out of County	\$ 77,142

Total

\$ 2,196,195

*Non-contracting



TOWN OF HIGHLAND PARK

Agenda Briefing

Council Meeting: September 20, 2022

Department: Town Secretary

Presenter: Joanna Mekeal

TITLE

Consider approval of the minutes of the Town Council meeting held on September 6, 2022.

BACKGROUND

RECOMMENDATION

FINANCIAL IMPACT

ATTACHMENTS:

File Name	Description
2022-9-6_TC_Minutes.pdf	Minutes of the September 6, 2022 Council Meeting

MINUTES OF A MEETING OF THE TOWN COUNCIL OF THE TOWN OF HIGHLAND PARK, TEXAS, HELD AT THE TOWN HALL, 4700 DREXEL DRIVE, HIGHLAND PARK, TX, 75205, AT 8:00 A.M. ON TUESDAY, SEPTEMBER 6, 2022.

Present at the meeting were Mayor Will C. Beecherl, Mayor Pro Tem Craig Penfold and Town Council Members Marc Myers, Lydia Novakov, and Leland White. Council Member Don Snell was absent.

Mayor Beecherl introduced himself, called the work session to order at 8:00 a.m., and asked if any Town Council Members wished to discuss any of the items on the Regular Agenda, to which there was no discussion.

Mayor Beecherl closed the work session at 8:01 a.m.

Council Member Marc Myers gave the Invocation.

Mayor Beecherl introduced Brooke Pridham, Armstrong Elementary School first-grade student, as “Mayor for a Day.”

Mayor for a Day Brooke Pridham asked if anyone wished to address the Town Council and explained that the Town Council may not discuss or make decisions on items not listed on the agenda. Issues raised may be referred to staff for research and possible future action.

Town resident Bill Cohn of 4529 Belfort Place spoke about the City of Dallas’ (“Dallas”) Love Field Noise Abatement Program. Dallas’ Office of Aviation is now holding meetings with identified resident and commercial stakeholders, of which the Town is not considered to be a stakeholder. In the initial meeting, Dallas staff explained the city’s Auditor recommends sunsetting the voluntary program due to poor compliance. The Town did send representatives to the first meeting, and a second meeting will be held on September 29. A third and final meeting will also follow. Mr. Cohn recommends the Council contact the City of Dallas to express a desire to be more involved, and a concern for the future of the Voluntary Noise Abatement Program. Mayor Beecherl thanked him for his comments.

PUBLIC HEARING

Mayor for a Day Brooke Pridham announced the opening of the public hearing for the Proposed Combined Operating and Capital Budget for Fiscal Year 2022-23 (“FY23”). Steven Alexander, Director of Administrative Services and CFO, presented the final public hearing on the Proposed Combined Operating and Capital Budget for FY23. Council Member Myers asked for clarification of how a certain percentage was calculated in the section for salaries, and Mr. Alexander explained that it was derived from using the previous year’s budget numbers as the base and the percentage includes not only salaries but taxes, retirement, health benefits and other benefits. Mayor Beecherl asked if anyone present wished to address the Town Council about the Proposed Combined Operating and Capital Budget for FY23, to which there was no response.

Mayor for a Day Brooke Pridham announced the opening of the public hearing for the 2022 Tax Year Proposed Property Tax Rate. Steven Alexander, Director of Administrative Services and CFO, presented the proposed tax rate, explaining that the \$.23 cent rate is below the State's threshold requiring a public vote. Mayor Beecherl asked if anyone present wished to address the Town Council about the 2022 Tax Year Proposed Property Tax Rate. Town resident Connie Karcher, 4420 Edmondson Avenue, wanted to speak about using funds to improve the Town Swimming Pool. She listed several items that she would like to see improved, noting that the much of the pool area is too hot to walk on and needs to be addressed. She recognized that staff had also mentioned that certain improvement projects are planned in the near future. Mayor Beecherl thanked her for her comments, and asked if there were any more comments from the audience to which there were none.

Mayor Beecherl closed the Public Hearing for the 2022 Tax Year Proposed Property Tax Rate and for the Proposed Combined Operating and Capital Budget for Fiscal Year 2022-23.

CONSENT AGENDA

On a motion by Mayor Pro Tem Craig Penfold, seconded by Council Member Marc Myers, the Town Council voted unanimously to approve Items A., B., C., and D. on the Consent Agenda.

- A. Consider approval of a contract with Iron T Construction, Inc. for the 2022 Drainage Easement Improvements project.*
- B. Consider awarding the Town's employee health insurance plan for Fiscal Year 2022-23 to medical, dental, and vision insurance plans to Cigna.*
- C. Consider approval of the minutes of the Town Council meeting held on August 16, 2022.*
- D. Consider approval of the minutes of the Town Council study session held on August 16, 2022*

Mayor for the Day Pridham adjourned the Town Council meeting at 8:22 a.m.

Approved on this the 20th day of September 2022.

APPROVED:

Will C. Beecherl
Mayor

ATTEST:

Holly Russell
Interim Town Secretary



TOWN OF HIGHLAND PARK

Agenda Briefing

Council Meeting: September 20, 2022

Department: Town Secretary

Presenter: Joanna Mekeal

TITLE

Consider approval of the minutes of the Town Council study session held on September 6, 2022.

BACKGROUND

RECOMMENDATION

FINANCIAL IMPACT

ATTACHMENTS:

File Name	Description
2022-9-6_TCSS_Minutes.pdf	Minutes of the September 6, 2022 Study Session

MINUTES OF A STUDY SESSION OF THE TOWN COUNCIL OF THE TOWN OF HIGHLAND PARK, TEXAS, HELD AT TOWN HALL, 4700 DREXEL DRIVE, HIGHLAND PARK, TX, 75205 AT 8:33 A.M. ON TUESDAY, SEPTEMBER 6, 2022.

Present at the meeting were Mayor Will Beecherl, Mayor Pro Tem Craig Penfold and Town Council Members Marc Myers, Lydia Novakov, and Leland White. Council Member Don Snell was absent.

UPCOMING AGENDA DISCUSSION

Future Agenda Discussion

Review and discuss approval of an ordinance amending the Fiscal Year 2021- 22 Adopted Budget. Karen Kurtin, Deputy Chief Financial Officer, explained the current budget was adopted by the Town Council on September 14, 2021. Through the course of the year, Town staff identified amendments to the Adopted Budget for Town Council's consideration. The Department of Public Safety identified two areas in which funding is needed to address personnel costs that are not included in the Fiscal Year 2021-2022 ("FY 2022") budget. The overtime expenditures incurred during FY 2022 are expected to exceed the current budget of \$375,797 by \$270,000. Additionally, a personnel staffing and management analysis study for the DPS was approved at the Town Council meeting held July 22, 2022. In the Swimming Pool Department, assistant managers were hired for an additional week of lap swim at the beginning of the season and increases in hourly wages were provided to all positions to ensure sufficiency of staffing throughout the season. These steps resulted in the need for \$13,400 to fund salaries. Additionally, pool chemicals have exceeded the budget by \$5,000 and repairs have exceeded the budget by \$3,000. This is largely due to inflation as well as the needed replacement of a sand filter. In the Building Inspection Department, an update to the shared parking model at the Highland Park Shopping Village ("HPSV") was approved at the Town Council Meeting held May 17, 2022. The cost of this study is \$64,830. The proposed budget amendment increases appropriations of the Town's Adopted Budget for Fiscal FY 2022 by \$414,830; which is proposed to be funded through fund balance within the General Fund. In response to a question by Mayor Pro Tem Penfold, Ms. Kurtin explained that the funds for the Swimming Pool supplies does not cover the improvements requested earlier by a resident as those improvements are in the Fiscal Year 2022-23 Proposed Budget. She also confirmed for Council Member White that the shared parking model study is related to the HPSV, and is an update to the existing parking model that the Town is solely funding. Mayor Beecherl asked the Town Council if they had any further questions, to which there were none.

Review and discuss the proposed Combined Operating and Capital Budget for Fiscal Year 2022-23. Steven Alexander, Director of Administrative Services and CFO, explained that each year the staff develops a proposed budget to submit to the Town Council for the next fiscal year. The budget ultimately adopted by the Town Council is the result of a process that receives input from the Town's citizens, departments, management, and the Town Council. Mr. Alexander presented an overview of a historical look at changes in the taxable assessed value summary. He explained the proposed adjustments to the Town's utility bill of a rate increase from 5% to 7% to cover the increase to costs of the Dallas County Park Cities Municipal Utility District ("DCPCMUD") which will cover the increasing cost of chemicals to treat water. In response to a question raised by

Council Member White, Mr. Alexander explained that the modified increase would mean residents would see about a \$3.00 additional increase in their water portion of their utility bill. Council Member Novakov requested that residents be informed of why there is an increase, and Bill Lindley, Town Administrator, assured her that information will go out to residents through all of the Town's communication channels. This increase will also be reflected in the updated Master Fee Schedule that the Town Council will be considering for approval at the next Town Council Meeting. The Council wanted to discuss employee salary ranges proposed in the budget. Council Member Myers asked if the one-time 2.5% stipend was in the proposed budget, to which Mr. Alexander said that it was not. Council Members agreed they wanted to better understand who the "peer cities" are and see an in-depth report of a study showing salary comparisons. Mr. Lindley noted that the item can be brought back at a future meeting for possible consideration as a Budget Amendment. Mayor Beecherl asked the Town Council if they had any further questions, to which there were none.

Review, discuss, and consider an amendment to a water tower license agreement with Verizon Wireless. Steven Alexander, Director of Administrative Services and CFO, explained that T-Mobile, Verizon, and AT&T are all leasing space on the Town's water tower, located at 5005 Holland Avenue, for equipment that provides wireless services. The Town Council approved an agreement with Verizon Wireless in December of 2016, for a license to install and maintain a cellular site at the water tower. Over the past several months, at the request of Verizon, Town staff has negotiated an amendment to the existing agreement to allow Verizon to modify and add equipment to the water tower. The equipment is needed for 5G service and is expected to be installed in November of 2022. In order to install the equipment, Verizon must meet all of the requirements for equipment modification set out in the existing agreement. The existing agreement expires in October of 2026, but has opportunities to renew in 5-year increments with the approval of Town Council. The proposed amendment to the existing agreement authorizes the modification and addition of equipment, and increases the monthly lease paid by Verizon by \$1,000 per month. The Town Attorney has reviewed the proposed amendment. In reply to Mayor Beecherl's question, Bill Lindley, Town Administrator, confirmed that all carriers were notified of the scheduled water tower improvements, and they will have to temporarily relocate during the improvements project. On a motion by Council Member Marc Myers, seconded by Council Member Lydia Novakov, the Town Council voted unanimously to approve an amendment to a water tower license agreement with Verizon Wireless.

Review and discuss an ordinance approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corporation, Mid-Tex Division regarding 2022 Rate Review Mechanism filings. Steven Alexander, Director of Administrative Services and CFO, explained the Town, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or the "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company, pursuant to Section 104.301 of the Texas Utilities Code, for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute. Since 2007, several modifications have been made to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in the early 2018. On or

about April 1, 2022, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost of service in a test year ending on December 31, 2021, entitled it to additional system-wide revenues of \$141.3 million. Application of the standards set forth in ACSC's RRM Tariff reduces Atmos' request to \$115 million, \$83.26 million of which would be applicable to ACSC members. ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be \$95.8 million instead of the claimed \$141.3 million. The ACSC Executive Committee recommends a settlement at \$115 million. The Effective Date for new rates is October 1, 2022. ACSC members should act to approve the Ordinance before September 1, 2022. The rate increase would be about \$4.60, a 6.7% increase to residential accounts; and about \$14.34 to commercial accounts, which is a 4.5% increase. Mayor Beecherl asked the Town Council if they had any further questions, to which there were none.

ORDINANCE NO. 2109

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HIGHLAND PARK, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS STERRING AND ATMOS ENERGY CORPORATION, MID-TEX DIVISION REGARDING 2022 RATE REVIEW MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WIT THE NEGOTIATED SETTLEMENT; FINDING RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSION AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCRDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLAIRING AND EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC'S LEGAL COUNCIL.

Review and discuss interlocal agreements with Dallas County for: (i) food establishment inspections and vector and/or mosquito control and (ii) health services. Chelsey Gordon, Assistant Director of Development Services, explained 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 and (ii) a variety of general public health services. These services are provided under two separate agreements which will begin on October 1, 2022, and terminate on September 30, 2023. Under this Agreement, 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 in the amount of \$200.00 per permit to each food establishment. 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 may also provide additional environmental services such as vector control and/or mosquito

abatement as needed or identified. The County provides a variety of health-related services for the Town's residents including, but not limited to disease control services, laboratory services, immunizations, child health care, and others at an annual cost of \$132.00. Mayor Beecherl asked the Town Council if they had any further questions, to which there were none.

Review and discuss approval of a managed services agreement with Axxys Technologies. Shone Doville, Information Technology Manager, explained the Town released a Request for Proposal (“RFP”) for managed technology services on May 2, 2022. Three companies responded including Centre Technologies, GTS Technologies and Axxys Technologies. Of the three respondents, only Axxys Technologies submitted a proposal. Historically, the Town has utilized contract services to manage maintenance and support of the Town's technology infrastructure. Town staff has determined that the managed services agreement model serves the Town well, providing the most efficient and cost-effective method of meeting departmental needs. Axxys Technologies has proven to be an effective partner in meeting the technology needs of the Town and continues to be responsive in assisting Town staff on technology matters. Axxys Technologies has been the Town's managed service provider since 2013. The agreement, reviewed by the Town Attorney, is for three years at an annual cost of \$210,456.00 which is no increase from the current year agreement. The agreement provides for an annual escalator not to exceed 5% for each year the agreement is extended. Town staff has reviewed the scope of work and pricing, finding it is competitive with the market. Mayor Beecherl asked the Town Council if they had any further questions, to which there were none.

Reports

Review and discuss the monthly and/or quarterly Financial and Investment Reports for the period ending June 30, 2022. Karen Kurtin, CPA, Deputy Chief Financial Officer, presented highlights of the Financial and Investment Report. The Financial and Investment Report is for the period ending June 30, 2022, which marks the completion of the ninth month of Fiscal Year 2021-22 (“FY 2022”). Therefore, the Year-to-Date percentage for budgetary comparison purposes is 75.0%. General and Utility Fund combined revenues amount to \$32,781,295 which is 86.0% of the annual budgeted amounts. The General and Utility Fund combined expenditures and encumbrances amount to \$28,335,395 or 73.2% of the FY 2022 Combined Budget. The total market value of the Town's cash and investment portfolio on June 30th was \$57,714,458, yielding an average weighted return of 1.21%, with an average maturity of 120 days. The current quarter and fiscal year-to-date average yield for the portfolio are 1.21% and 0.68%, respectively. Quarterly and year-to-date investment income was approximately \$106,332 and \$205,460, respectively. These reports were provided to the Finance & Audit Advisory Committee on August 30, 2022. In response to a question raised by Mayor Beecherl, Ms. Kurtin explained that all investments in the IntraFi Network and other banks are all FDIC insured; in addition, the Town has a letter of credit. Council Member Myers asked if the Letter of Credit could be reviewed by the Town Attorney, to which staff agreed this can be done. Mayor Beecherl asked the Town Council if they had any further questions, to which there were none.

CLOSED SESSION

1. 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 for consultation with and to receive legal advice from the Town Attorney regarding structures in front yards and Ordinance No. 2080.

Mayor Beecherl recessed the study session at 9:56 a.m., and convened a closed session pursuant to: (1) Section 551.071 - CONSULTATION WITH ATTORNEY - the Town Council will convene into closed session for consultation with and to receive legal advice from the Town Attorney regarding structures in front yards and Ordinance No. 2080.

Mayor Beecherl ended the closed session at 10:46 a.m., and reconvened the study session in open session at 10:47 a.m. No final action, decision, or vote was taken during the closed session.

OPEN SESSION

Pursuant to Section 551.102 of the Texas Government Code, the final action, decision, or vote regarding Closed Session Item 1. above, shall be made, if any. No motion was made.

Mayor Beecherl adjourned the Town Council meeting at 10:47 a.m.

APPROVED on this 20th day of September 2022.

APPROVED:

Will C. Beecherl
Mayor

ATTEST:

Holly Russell
Interim Town Secretary



TOWN OF HIGHLAND PARK

Agenda Briefing

Council Meeting: September 20, 2022

Department: Town Secretary

Presenter: Joanna Mekeal

TITLE

Consider approval of the minutes of the Special Town Council meeting held on September 13, 2022.

BACKGROUND

RECOMMENDATION

FINANCIAL IMPACT

ATTACHMENTS:

File Name	Description
2022-9-13_Special_Meeting_Minutes.pdf	Minutes of the September 13, 2022 Special Council Meeting

MINUTES OF A MEETING OF THE SPECIAL TOWN COUNCIL OF THE TOWN OF HIGHLAND PARK, TEXAS, HELD AT THE TOWN HALL, 4700 DREXEL DRIVE, HIGHLAND PARK, TX, 75205, AT 8:00 A.M. ON TUESDAY, SEPTEMBER 13, 2022.

Present at the meeting were Mayor Will C. Beecherl, Mayor Pro Tem Craig Penfold and Town Council Members Marc Myers, Lydia Novakov, Don Snell and Leland White

Mayor Beecherl introduced himself and called the meeting to order at 8:00 a.m.

MAIN AGENDA

Consider approval of an ordinance adopting the Fiscal Year 2022-23 Proposed Budget in the amount of \$64,293,122, including interfund transfers of \$12,549,099. Steven Alexander, Director of Administrative Services and Chief Financial Officer, explained the Fiscal Year 2022-23 ("FY 2023") Proposed Budget provides: (i) funding for existing Town-provided services and operations; (ii) a competitive pay and benefit environment for employees; (iii) adequate funding of operating capital needs; and (iv) funding the annual capital transfer from the General Fund to the Capital Projects Fund for future capital needs. The Proposed Budget presented reflects to changes from the original proposal. One Change relates to an added rate adjustment to water rates in the Utility Fund due to a modification in the rate increase by the Dallas County Park Cities Municipal Utility District ("DCPCMUD") to cover unanticipated rise in costs of chemicals for water treatment. In addition, there was a reclassification of funds that had been labeled as a revenue and expenditure in the Stormwater Fund and Reserve Fund respectively related to the Hackberry Creek Capital Project. The funds were reclassified to interfund transfers. On a motion made by Mayor Pro Tem Craig Penfold, seconded by Council Member Marc Myers, the Town Council voted unanimously to approve an ordinance adopting the FY 2023 Proposed Budget in the amount of \$64,293,122, including an interfund transfer of \$12,549,099.

ORDINANCE NO. 2107

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HIGHLAND PARK, TEXAS, ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023, AND AUTHORIZING EXPENDITURES AS SET OUT IN SAID BUDGET.

Consider approval of an ordinance setting the Town's 2022 ad valorem tax rate at \$0.230000 per \$100 of taxable assessed valuation of all taxable property for the 2022 Tax Year, as determined by the Dallas Central Appraisal District. Steven Alexander, Director of Administrative Services and Chief Financial Officer, explained the Town's FY 2023 Proposed Budget includes property tax revenues based on an ad valorem tax rate of \$0.230000 per each \$100 of assessed valuation of all taxable property. The proposed 2022 tax rate, consistent with the prior year, will result in a tax levy increase of \$1,693,234 in property tax revenues, of which \$279,189 is to be raised from new property added to the tax roll for 2022. The governing body of the Town proposes to use the

revenue attributable to the tax rate increase for the purpose of funding increases in operating costs and the Town's Capital Improvement Program. The Town's property tax levy on the average residential homestead property in 2021 (\$2,056,676) was \$4,730.35. The tax levy on the average residential homestead property in 2022 (\$2,281,509) will be \$5,247.47, which is an increase of \$517.12. On a motion made by Council Member Marc Myers, seconded by Council Member Leland White, the Town Council voted unanimously that the property tax rate be increased by the adoption of a tax rate of \$0.230000, which is effectively a 9.76% increase in the tax rate.

ORDINANCE NO. 2108

AN ORDINANCE OF THE TOWN OF HIGHLAND PARK, TEXAS, LEVYING THE AD VALOREM TAXES FOR THE TAX YEAR 2022 ON ALL PROPERTY SITUATED IN THE TOWN OF HIGHLAND PARK, TEXAS.

Consider ratifying a property tax increase of \$1,693,234, which represents an increase of 10.94% over last year's adjusted levy, and includes \$279,189 in revenues generated from new property added to the tax roll. Steven Alexander, Director of Administrative Services and Chief Financial Officer, explained that Texas Local Government Code requires a separate vote of the governing body to ratify the property tax increase reflected in the budget, if the adoption of the budget generates more revenue from property taxes than in the previous year. This vote is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate as required by Chapter 26 of the Texas Tax Code. On a motion made by Council Member Marc Myers, seconded by Council Member Lydia Novakov, the Town Council voted unanimously to approve ratifying a property tax increase of \$1,693,234, which represents an increase of 10.94% over last year's adjusted levy, and includes \$279,189 in revenues generated from new property added to the tax roll.

Review, discuss, and consider approval of a resolution amending the Town's Master Fee Schedule effective October 1, 2022. Steven Alexander, Director of Administrative Services and Chief Financial Officer, explained the Town manages its 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., solid waste collection, building services fees) and others are set at levels which are intended to provide a partial offset of the cost (e.g., swimming pool use fees, Library fees). Some fees, such as the water and sewer fees and the Stormwater Drainage Utility fee, are established to generate resources to meet current and future funding needs. The FY 2023 Proposed Budget includes fee changes to adjust for increases in service contracts, as well as to address increasing operating and capital costs. Storm water drainage utility fees are proposed to be adjusted by 9.0%, similar to the current pace of inflation, and provide funding that is used towards the maintenance and improvement of the Town's storm water utility system. Water rates and sewer rates are proposed to be adjusted by 7.0% and 3.0% respectively. The change in water rates is driven in part by increases in the Town's rate charged for the purchase of water from the DCPCMUD. However, rates for both water and sewer are also changing to address increasing operating costs and facilitate the Town's 10-year capital plan. Staff proposes to

adjust solid waste collection and recycling charges based on the escalation of current contracts with the Town's third-party service providers resulting in an increase to rates ranging between 5.12% and 5.92%. Mayor ProTem Penfold asked when the last time the Fee Schedule was reviewed and adjusted, and Mr. Alexander replies that it is reviewed by the Finance staff annually and department directors are always watching for changes in rates in their respective markets. Staff will bring any proposed changes to the Council for consideration as needed, as well. On a motion made by Mayor Pro Tem Craig Penfold, seconded by Council Member Lydia Novakov, the Town Council voted unanimously to approve a resolution amending the Town's Master Fee Schedule effective October 1, 2022.

RESOLUTION NO. 011-22
A RESOLUTION OF THE TOWN OF HIGHLAND PARK, TEXAS AMENDING ITS
MASTER FEE SCHEDULE.

There being no further business to come before the Council, the meeting was adjourned at 8:25 a.m.

APPROVED on this 20th day of September 2022.

APPROVED:

Will C. Beecherl
Mayor

ATTEST:

Holly Russell
Interim Town Secretary