



*Town of Highland Park, Texas*  
**TOWN COUNCIL STUDY SESSION**  
**AGENDA**

8:00 AM  
October 4, 2022

4700 Drexel Drive, Highland  
Park TX 75205  
Map Room (2nd Floor)

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**FUTURE AGENDAS DISCUSSION**

- Review and discuss a petition from residents requesting "Resident Only Parking" on the east side of 4600 block of Abbott Avenue, and north side of the 3400 block of Knox Street.
- Review and discuss bids submitted for Janitorial Services for Town Hall, Library, and the Service Center.
- Review and discuss a bid for contract labor services in the Parks Department.
- Consider a resolution regarding the Distribution Cost Recovery Factor proposed by Oncor Electric Delivery Company.
- Review and consider approval of an interlocal agreement with Dallas County for participation in the Household Hazardous Waste Program.

**REPORTS**

- Review and discuss the monthly Financial and Investment Reports for the period ending July 31, 2022.

**CLOSED SESSION**

1. In accordance with the Texas Government Code, Section 551.076 - the Town Council will convene into closed session to deliberate the deployment, or specific occasions for implementation, of security personnel or devices (school campus security).
2. In accordance with Texas Government Code Chapter 551, Subchapter D, Section 551.074 – Personnel Matters – the Town Council will convene into closed session to conduct the annual performance evaluation of the Town Administrator.

**OPEN SESSION**

1. 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.
2. Pursuant to Section 551.102 of the Texas Government Code, the final action, decision, or vote regarding Closed Session Item 2. above, shall be made, if any.

**ADJOURNMENT**

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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

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



# **TOWN OF HIGHLAND PARK**

## **Agenda Briefing**

Council Meeting: October 4, 2022

Department: Department of Public Safety

Presenter: Assistant Director Wayne Kilmer

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### **TITLE**

Review and discuss a petition from residents requesting "Resident Only Parking" on the east side of 4600 block of Abbott Avenue, and north side of the 3400 block of Knox Street.

### **BACKGROUND**

Residents at 4608 Abbott Avenue have requested that the Town Council designate the east side of the 4600 block of Abbott as "Resident-only Parking". Residents have also requested that the north side of the 3400 block of Knox street be changed from "2 Hour Parking", to "Resident-only Parking".

Residents have become increasingly concerned as the parking challenges have worsened recently do to construction and increased vehicular traffic as patrons look for parking.

Residents of the 4600 block of Abbott Avenue have petitioned the Town Council to establish a Residential-only Parking Program under Sec. 12.07.183, Ordinance 1976, of the Town of Highland Park.

Sec. 12.07.182 of the Code of Ordinances includes the process for modifying a Resident-only parking area; and the Town is in receipt of the Petition to designate the east side of the 4600 block of Abbott Avenue and the north side of the 3400 block of Knox Street as "Resident-only Parking" without "Two Hour Parking."

### **RECOMMENDATION**

This request is provided for Town Council at the direction of staff. Enforcement of an ordinance amendment as suggested by the residents will be enforced on a complaint-basis as the HPDPS does not have an active parking enforcement program.

### **FINANCIAL IMPACT**

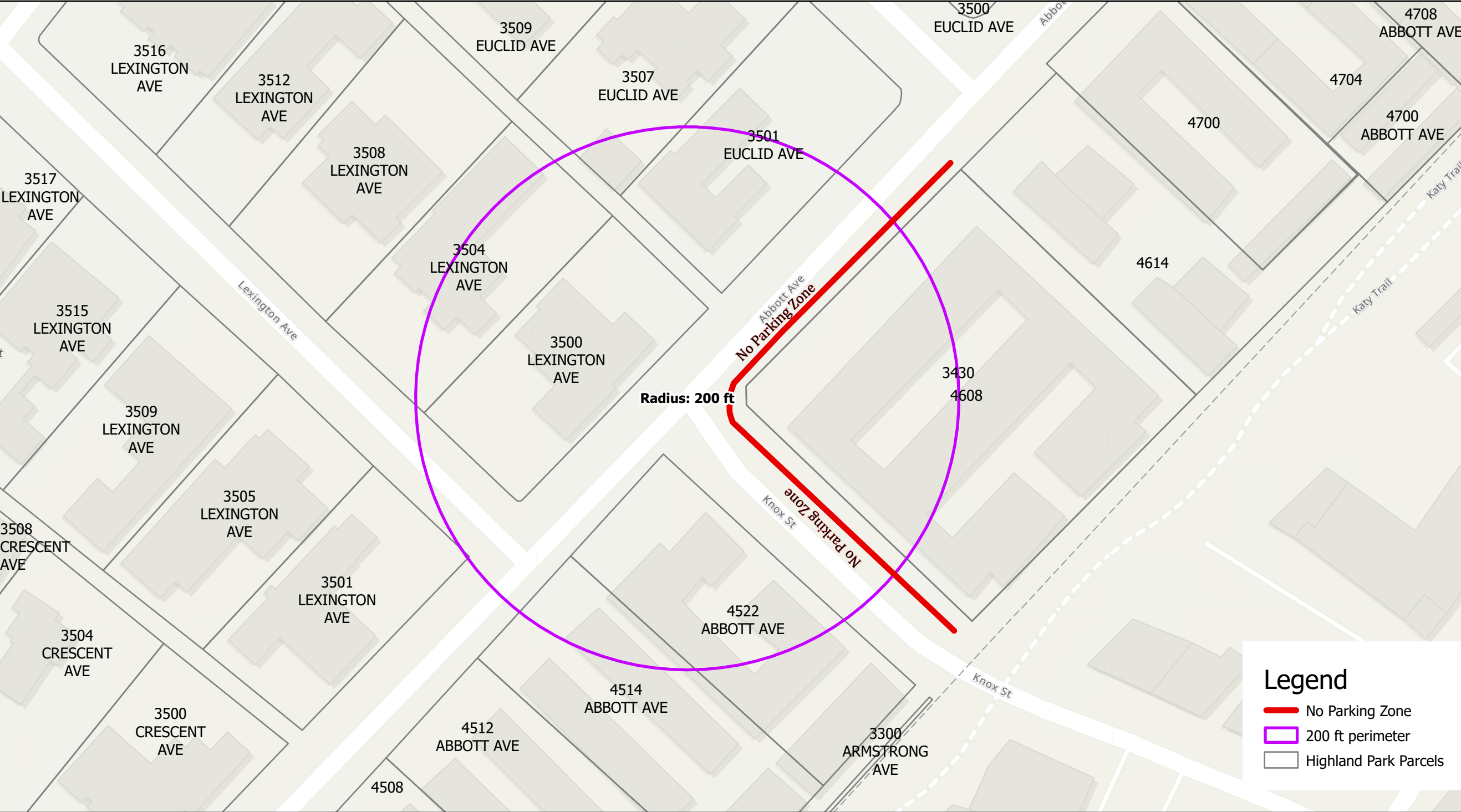
Installation of six (6) parking restriction signs will cost approximately \$1,000.00

### **ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>
HighlandPark_AbbottAveandKnoxSt_08262022.pdf	Map
rescheduled_hearing.docx	Residential Mailer
2111_revision.docx	Ordinance
2075_revision.docx	2 hour ordinance revision



# Highland Park - Construction along Abbott Ave and Knox St





MAYOR  
*Will C. Beecherl*  
MAYOR PRO TEM  
*Craig Penfold*  
TOWN ADMINISTRATOR  
*Bill Lindley*



TOWN COUNCIL  
MEMBERS  
*Marc Myers*  
*Lydia Novakov*  
*Don Snell*  
*Leland White*

September 13, 2022

## TOWN OF HIGHLAND PARK

### TOWN COUNCIL PUBLIC HEARING

The public hearing originally scheduled for September 20<sup>th</sup> **has been moved to October 18, 2022.** The Town Council will conduct a public hearing at 8:00 a.m. on Tuesday, October 18, 2022, to consider a request to create a Resident-only Parking Area on the east side of the 4600 block of Abbott Avenue. The Council will also consider the request that the north side of the 3400 block of Knox be designated Resident-only parking and to remove two-hour parking designation in the same block. I apologize for any inconvenience this rescheduling may have caused.

The public may also email their comments to the Town Secretary by 3:00pm on Monday, October 17, 2022, at [publiccomment@hptx.org](mailto:publiccomment@hptx.org). The Town Secretary will read the email to the Town Council during the public comment portion of the meeting. Please include your name and address in the body of the email, along with your comment pertaining to an item on the agenda.

Residents of the 4600 block of Abbott Avenue have petitioned the Town Council to establish a Residential-only Parking Program under Sec. 12.07.183, Ordinance 1976, of the Town of Highland Park.

Sec. 12.07.182 of the Code of Ordinances includes the process for modifying a Resident-only parking area; and the Town is in receipt of the Petition to designate the 4600 block of Abbott Avenue and the 3400 block of Knox Street as Resident-only parking without “two-hour parking.”

For additional information regarding this application, contact Assistant Director of Public Safety Wayne Kilmer at (214) 559-9411 or [wkilmer@hpdps.org](mailto:wkilmer@hpdps.org). All interested parties are invited to attend the public hearing.

Wayne Kilmer  
Assistant Director of Public Safety



## **ORDINANCE NO. 2111**

**AN ORDINANCE OF THE TOWN OF HIGHLAND PARK, TEXAS AMENDING THE CODE OF ORDINANCES OF THE TOWN OF HIGHLAND PARK, CHAPTER 12, TRAFFIC AND VEHICLES, SECTION 12.07.086; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Texas Transportation Code, Section 542.202(a)(2) Powers of Local Authorities, grants the Town of Highland Park (the "Town") the authority to regulate parking generally; and

**WHEREAS**, the Town desires to implement those rules and regulations that protect health, life, and property and that preserve good government, order, and security of the Town and its inhabitants; and

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

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

**WHEREAS**, the purpose of this ordinance is to protect the health, safety, and welfare of the residents of the Town of Highland Park.

**NOW, THEREFORE, BE IT ORDAINED** by the Town Council of the Town of Highland Park, Texas:

**SECTION 1.** That all matters stated above are found to be true and correct and are incorporated herein by reference.

**SECTION 2.** That, the Code of Ordinances of the Town of Highland Park, CHAPTER 12 TRAFFIC AND VEHICLES, ARTICLE 12.07 STOPPING, STANDING AND PARKING, Sec. 12.07.189 Parking regulations within a resident-only parking area is amended in part to read as follows:

**DEFINITION:** "Abbott Parking Zone" has the specific meaning in this ordinance of the geographical location of the east side of the 4600 block of Abbott Avenue, starting at the intersection of Abbott Avenue and Knox Street, and running northbound on 4600 Abbott Avenue for 241 feet. "Abbott Parking Zone" also, simultaneously, refers to the north side of 3400 Knox Street, starting at the intersection of Abbott Avenue and Knox Street, and running eastbound for 244 feet.

a) Except as provided in subsections (b) and (c), no vehicle shall be parked in a resident-only parking area between the hours of 5:00 a.m. and 6:00 p.m., Monday through Friday, without displaying a permit issued under this division. This subsection does not apply to the 4200 block of Livingston Avenue, the 4300 block of Livingston Avenue, or the Abbott Parking Zone, where resident-only parking is enforced Monday through Sunday, 24 hours a day. Except as provided in subsections (b) and (c) no vehicle shall be parked in any of the resident-only parking areas of the 4200 block of Livingston Avenue, the 4300 block of Livingston Avenue, or the Abbott Parking Zone without displaying a permit issued under this division.

(b) Nonpermitted vehicles may be parked for no more than two (2) contiguous hours in the same location. This subsection does not apply to the 4200 block of Livingston Avenue, the 4300 block of Livingston Avenue, or the Abbott Parking Zone, where nonpermitted vehicles may never be parked except for delivery vehicles delivering to residents of the 4200-4300 blocks of Livingston Avenue and the Abbott Parking Zone and except for parking for no more than 5 minutes, and as provided in subsection (c) below.

**SECTION 3.** That, the Code of Ordinances of the Town of Highland Park, CHAPTER 12 TRAFFIC AND VEHICLES, ARTICLE 12.07 STOPPING, STANDING AND PARKING, See. 12.07.189(c) Issuance of a permit by Director is amended in part to read as follows:

(c) No more than two (2) residential parking permits, and not more than three (3) residential parking permits for residences in the 4200 block of Livingston Avenue, the 4300 block of Livingston Avenue, or the Abbott Parking Zone, shall be issued, at no cost, per residence.

**SECTION 4.** That, the Code of Ordinances of the Town of Highland Park, CHAPTER 12 TRAFFIC AND VEHICLES, ARTICLE 12.07 STOPPING, STANDING AND PARKING, See. 12.07.191(a) Issuance of guest and temporary permits is amended in part to read as follows:

(a) Two (2) guest permits, and five (5) for residences in the 4200 block of Livingston Avenue, 4300 block of Livingston Avenue, and the Abbott Parking Zone, shall be issued for each residence within the area. Guest permits are to be used at the discretion of the resident for vehicles temporarily parked within the resident-only parking areas. A permit holder shall be issued guest permits at no cost. Guest permits expire upon the expiration of the residential parking permit.

**SECTION 5.** That, this ordinance shall be deemed to be incorporated into the Code of Ordinances of the Town of Highland Park, Texas.

**SECTION 6.** That, the penalty provision of Chapter 1, Section 1. 01. 009 of the Code of Ordinances of the Town of Highland Park is hereby adopted for this ordinance.

**SECTION 7.** That, should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or be held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid, and the same shall not affect the validity of the Code of Ordinances of the Town of Highland Park as a whole.

**SECTION 8.** That, this ordinance shall take effect immediately following its passage, approval, and publication as provided by law, and it is accordingly so ordained.

**PASSED AND APPROVED** by the Town Council of the Town of Highland Park, Texas, on this the 18<sup>th</sup> day of October 2022.

**APPROVED AS TO FORM:**

Matthew Boyle  
Town Attorney

**ATTEST:**

Holly Russell  
Acting Town  
Secretary

**APPROVED:**

Will Beecherl  
Mayor

ORDINANCE NO. 2075

AN ORDINANCE OF THE TOWN OF HIGHLAND PARK, TEXAS AMENDING THE CODE OF ORDINANCES OF THE TOWN OF HIGHLAND PARK, **CHAPTER 12, TRAFFIC AND VEHICLES, SECTION 12.07.082 PARKING PROHIBITED AT ALL TIMES AND SECTION 12.07.085 PARKING LIMITED TO TWO HOURS**; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Transportation Code, Section 542.202(a)(2) Powers of Local Authorities, grants the Town of Highland Park (the "Town") the authority to regulate parking generally; and

WHEREAS, the Town desires to implement those rules and regulations that protect health, life, and property and that preserve good government, order, and security of the Town and its inhabitants; and

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

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

WHEREAS, the purpose of this ordinance is to protect the health, safety, and welfare of the residents of the Town of Highland Park.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Highland Park, Texas:

That all matters stated above are found to be true and correct and are incorporated herein by reference.

SECTION 1. That, the Code of Ordinances of the Town of Highland Park, CHAPTER 12, TRAFFIC AND VEHICLES, ARTICLE 12.07 STOPPING, STANDING AND PARKING, Sec. 12.07.085 Parking limited to two hours is amended by deleting two-hour parking for:

Street	Extent	Side	Time
Livingston Avenue	Preston Road to Douglas Avenue	South	All
3400 Knox Street	Katy Trail to Abbott Avenue	North	All

SECTION 2. That, the Code of Ordinances of the Town of Highland Park, CHAPTER 12 TRAFFIC AND VEHICLES, ARTICLE 12.07 STOPPING, STANDING AND PARKING, Sec. 12.07.186 Parking regulations within a resident-only parking area is amended as follows:

a) Except as provided in subsections (b) and (c), no vehicle shall be parked in a resident-only parking area between the hours of 5:00 a.m. and 6:00 p.m., Monday through Friday, without displaying a permit issued under this division. This subsection does not apply to the 4200 block of Livingston Avenue where resident-only parking is enforced Monday through Sunday, 24 hours a day.

(b) Nonpermitted vehicles may be parked for no more than two (2) contiguous hours in the same location. This subsection does not apply to the 4200 block of Livingston Avenue or 3400 Knox Street (North side between Katy Trail and Abbott Avenue) where nonpermitted vehicles may never be parked except for delivery vehicles delivering to residents of Livingston Avenue or residents of 4608 Abbott Avenue and parking for no more than 5 minutes, and as provided in subsection (c) below.

SECTION 3. That, the Code of Ordinances of the Town of Highland Park, CHAPTER 12 TRAFFIC AND VEHICLES, ARTICLE 12.07 STOPPING, STANDING AND PARKING, Sec. 12.07.189 Issuance of a permit by Director is amended as follows:

(c) No more than two (2) residential parking permits, and not more than three (3) residential parking permits for residences in the 4200 block of Livingston Avenue, shall be issued, at no cost, per residence.

(d) A residential parking permit shall be a sticker affixed to the windshield of a vehicle.

SECTION 4. That, the Code of Ordinances of the Town of Highland Park, CHAPTER 12 TRAFFIC AND VEHICLES, ARTICLE 12.07 STOPPING, STANDING AND PARKING, Sec. 12.07.191 Issuance of guest and temporary permits is amended as follows:

(a) Two (2) guest permits, and five (5) for residences in the 4200 block of Livingston Avenue, shall be issued for each residence within the area. Guest permits are to be used at the discretion of the resident for vehicles temporarily parked within the area. A permit holder shall be issued guest permits at no cost. Guest permits expire upon the expiration of the residential parking permit.

SECTION 5. That, this ordinance shall be deemed to be incorporated into the Code of Ordinances of the Town of Highland Park, Texas.

SECTION 6. That, the penalty provision of Chapter 1, Section 1.01.009 of the Code of Ordinances of the Town of Highland Park is hereby adopted for this ordinance.

SECTION 7. That, should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or be held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid, and the same shall not affect the validity of the Code of Ordinances of the Town of Highland Park as a whole.

SECTION 8. That, this ordinance shall take effect immediately following its passage, approval, and publication as provided by law, and it is accordingly so ordained.

PASSED AND APPROVED by the Town Council of the Town of Highland Park, Texas, on this 18<sup>th</sup> day of October, 2022.

APPROVED AS TO FORM:

Matthew Boyle  
Town Attorney

APPROVED:

Will Beecherl  
Mayor

ATTEST:

Holly Russell  
Acting Town Secretary



# TOWN OF HIGHLAND PARK

## Agenda Briefing

Council Meeting: October 4, 2022

Department: Town Services

Presenter: Chelsey Gordon

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### TITLE

Review and discuss bids submitted for Janitorial Services for Town Hall, Library, and the Service Center.

### BACKGROUND

In FY 2017, facilities maintenance bids were received which included janitorial services for a one year contract, with four, one year renewal terms. The current contract with Night Line Janitorial Services expired on September 30, 2022 but was extended through October 2022 to give staff time to execute a new contract.

A Request for Proposals (RFP) went out for a three-year contract for janitorial services with three, one-year renewal options. The RFP was published in *The Daily Commercial Record* on August 22, and August 29, 2022. A pre-bid meeting was held on September 7, and received bids were opened on September 15, 2022.

Six bids were received, with one incomplete bid being disqualified. The Town's RFP requested pricing based on the current janitorial scope of services for five days a week cleaning at Town Hall and the Library, as well as three days a week cleaning at the Service Center. Aggregate bid totals are listed below.

Unicare Building Maintenance:	\$56,404.33
Night Line Janitorial:	\$35,743.44
3rd Generation Services:	\$90,754.80
Global Building Maintenance:	\$34,890.30
Ambassador Services:	\$42,100.27

This contract would begin on November 1, 2022, and end on October 31, 2025, with the Town reserving the option to renew the agreement for three, one-year options.

### RECOMMENDATION

Staff recommends approval of the best value bid submitted by Night Line Janitorial Services in the amount of \$35,743.44. Night Line Janitorial Services was the second lowest priced bid but ranked highest due to longevity and good working relationship with the Town.

### FINANCIAL IMPACT

Staff anticipated an increase based on the labor market and not having an increase in cost of services for this contract for the past five years. Funding was budgeted appropriately and is available in the FY 2023 facilities maintenance budget for this contract.



**ATTACHMENTS:**

**File Name**

Janitorial\_Services\_RFP\_FY\_2022\_-\_2026\_-  
\_RFP\_with\_Addendums.pdf

Janitorial\_Services\_RFP\_2022\_-\_Bid\_Tab.pdf

**Description**

Janitorial Services Request for Proposals 2022

Janitorial Services Bid Tabulation

# NOTICE

## **REQUEST FOR PROPOSAL (“RFP”) Janitorial Services 2022-08 JANITORIAL SERVICES FOR TOWN OF HIGHLAND PARK FACILITIES (INCLUDING TOWN HALL AND SERVICE CENTER)**

The Town of Highland Park, Texas (*the “Town”*) invites and requests the submission of a Request for Proposal (*the “RFP”*) from interested parties to provide janitorial services for the Town of Highland Park Town Hall Building (*the “Town Hall”*), located at 4700 Drexel Drive, and the Town of Highland Park Service Center (*the “Service Center”*), located at 5005 Holland Avenue. The RFP specifies the information that interested parties must submit in their Proposal to the Town pursuant to this RFP for their proposals to be considered by the Town.

Interested parties are requested to submit a Proposal in accordance with the guidelines, the Specifications and the Equipment outlined in the RFP, however supplemental documents, or information to support or clarify the Proposal is welcome, provided that this supplemental information is provided in a separate document.

Interested parties may submit a Proposal to work on the Scope of Services for both facilities listed in the RFP or may choose to submit a Proposal to work on the Scope of Services for only one facility listed in the RFP.

### **1. GENERAL CONDITIONS.**

- A. **Contract Award.** The Town of Highland Park reserves the right to select one or more parties to perform services and reserves the right to select one or more parties to work on facilities defined under this RFP.
- B. **Contract Agreement.** The Contract to be executed by and between the Town and selected parties shall be a Standard Form of Agreement as written and specified by the Town Attorney.
- C. **Term.** Selected parties identified for award will be utilized by the Town for a Primary Term of 3-years. The Town may utilize up to three (3) optional 12-month Renewal Terms upon the conclusion of the Primary Term.

The Town reserves the right and option to terminate the Contract upon thirty (30) days written notice.

- D. **Revisions to Scope of Services.** The Scope of Services identified in the RFP are currently under consideration and there is no guarantee that the Town will proceed with the Scope

of Services. Additions to the Scope of Services may be considered that are not currently identified in the RFP.

- E. **Project Budgetary Estimates.** The budgetary cost estimates included in the Town's Annual Operating Budget are conceptual. Funding for the Scope of Services included in this RFP are approved each September by the Town Council as part of the Town's Annual Operating Budget. Funding for the Scope of Services included in this RFP is subject to change at any time during any Term of the Contract.
- F. **Submission Reimbursement.** There is no expressed or implied obligation for the Town to reimburse responding parties for any expenses incurred in preparing a Submission for this RFP.
- G. **Response Submittals.** Responses to this RFP will be received until 3:00 p.m. Central Standard Time on September 15, 2022, at:

Town of Highland Park, Texas  
*Attention:* Chelsey Gordon, Assistant Director of Development Services  
Town of Highland Park Town Hall  
1<sup>st</sup> Floor, Customer Service Desk  
4700 Drexel Drive  
Dallas, Texas 75205

and shall include the information requested hereafter. Responses received after this time will not be considered. Response submissions should clearly be marked "**Janitorial Services 2022-08.**"

- H. **Submissions Property of the Town.** Submissions once received by the Town may not be modified or withdrawn. Notification as to acceptance or non-acceptance will be made by the Town in writing to each party individually. A collective listing of participating parties or a listing of selected parties will not be published except where required by law.
- I. **Pre-Submission Meeting.** A Pre-Submission Meeting will be held on September 7, 2022, at 9:00 am. The Pre-Submission Meeting will be held in person as directed by the Town. This meeting is for general information purposes and will include a Site Tour of the Facilities. Attendance is encouraged but not mandatory.

- J. **Requests for Clarification.** Inquiries or requests for clarification regarding this RFP shall be directed in writing by one or more of the following methods:

**Via U.S. Mail:**

Town of Highland Park, Texas  
Attention: Chelsey Gordon, Assistant Director of Development Services  
4700 Drexel Drive  
Dallas, Texas 75205

**Via Email:**

[cgordon@hptx.org](mailto:cgordon@hptx.org)

Clarifications will be provided in writing as quickly as possible. Clarifications which might affect the other parties' responses will be distributed to all known interested parties. Early requests for clarification are encouraged.

**The deadline for questions and/or requests for information to this RFP is September 9, 2022, by 10:00 a.m. Central Standard Time.**

- K. **Contact with Town Staff.** Interested parties are not permitted to contact (*by any means of communication*) Town staff or other persons affiliated with the Town for any reason other than consulting on work relating to existing contracts, before, during and after the selection process. Any or all contacts shall be only for the express purpose of clarifying the specifics of the RFP, and these requests shall be directed to the contact person identified above.

2. **TECHNICAL CONDITIONS.**

- A. **Property Information, Town Hall.** The property is currently located at 4700 Drexel Drive, just north of Euclid Avenue in the Town. The site is approximately 1.5-acres of land with ingress and egress from Drexel Drive on the West side and St. Johns Drive on the East side. The site is improved with a 3-story, 58,000 square foot building supporting the Town's municipal government offices, the Harvey R. "Bum" Bright Library, and the Highland Park Department of Public Safety (*including the Town Municipal Court*).
- B. **Property Information, Service Center.** The property is located at 5005 Holland Avenue, just north of Westway Avenue in the Town. The site is approximately 2.035 acres of land with ingress and egress from Holland Avenue. The site is improved with a 2-story, 10,500 square foot building (*with ancillary storage facilities to the east of the building, the Town's water tower to the north-east of the building, and ancillary technical and utility storage closets located to the north-east of the building*). The Service Center supports the Town Services functions (*including Administration, Parks, Engineering, Water Utilities, Wastewater Utilities and Streets and Drainage*).

- C. **Recycling Program.** For the duration of the Contract for Award, the Town's on-going recycling program is to be in effect. Recycling collection shall be performed daily and on an "as-needed" basis by the successful bidder. Recycling materials must be disposed of separately from regular solid waste (*or "trash waste"*). Regular solid waste will be disposed of daily. All recyclable materials must be bagged separately.
- D. **Energy Management.** Successful bidder's staff must turn off all manual light switches in offices, departmental suites, storage areas, conference rooms and other areas that are unoccupied and do not have occupancy sensors.

Successful bidder's staff must clean and maintain all light fixtures to increase and maintain output.

Successful bidder's staff shall confirm that all water sources to sinks, basins, or other plumbing fixtures are turned off prior to leaving all facilities. Contractor's staff shall report all water or fluid leaks and all other plumbing, sewer, or drainage problems to the Town representative.

E. **Quality Control.**

1. **Inspections.** Inspections of Town Hall will be made by Town's designated representative on a regular basis. The Successful bidder shall agree to participate in weekly scheduled inspections with Town's designated representative. The successful bidder will furnish the Town's designated representative, on a continuing basis, a 2-week outlook that includes the planned building work schedule and shall schedule work to coincide with the Town's daily priorities.
2. **Assessment of Work.**

**If any of the work is not completed in accordance with the written requirements specified in the RFP and/or contract documents, the successful bidder will receive written notice of non-compliance (via email and regular mail).**

Standards used to assess the quality of work are specified in this Section. Work which fails to meet specified standards will be brought to the attention of the successful bidder. The successful bidder will then be requested to correct the identified issue(s). Failure by the successful bidder to take corrective action(s) within forty-eight (48) hours shall result in the work being done by others and costs charged to the successful bidder. Emergencies, as determined solely by the Town, shall require same-day response.

The successful bidder or authorized representative shall provide daily, on-site supervisor and quality control on a 5-days per week basis.

Failure to provide a satisfactory level of service will result in a credit adjustment. Town reserves the right to determine the credit adjustment.

- a. **Cleaning Standards.** The following standards will be utilized to determine the quality of services being provided, both in Non-Library and Library Areas:

1) Lobbies and Corridors:

- a) Vacuum carpeting and rugs.
- b) Vacuum entrance mats.
- c) Dust mop and mop hard surface floors with appropriate cleaners.
- d) Dust furniture and furnishings.
- e) Empty trash receptacles and remove trash to designated area.
- f) Spot-clean walls and doors around switch plates and door handles.
- g) Spot-clean and polish mirrors and metal work.
- h) Sweep exterior entrances.
- i) Water fountains cleaned, sanitized, and polished.
- j) Take recycling to collection area on Tuesday evening. Bring recycling containers in on Wednesdays

2) Common Areas (including break rooms and conference rooms:

- a) Lobby and entrance floors should be clean and free of dirt streaks and there should be no dirt remaining in corners, behind doors or where the dirt was picked up with the dustpan after the housekeeping operations. Floors should be free of loose and/or caked dirt particles and should present an overall appearance of cleanliness. Tile floors should be free of scuff marks. Appropriate safety signage (“*Caution: Wet Floors*”, *etc.*) should be used when floors are wet or when cleaning process creates a safety hazard.
- b) Wall surfaces should be free of finger marks, smudges, and other dirt spots of any kind.
- c) Walls, baseboards, and other surfaces should be free of watermarks, scars from the cleaning equipment striking the surfaces, and splashing from the cleaning solution and rinse water.
- d) Doorknobs, push bars, kick plates, railings, doors, and other surfaces should be clean and polished to an acceptable luster.
- e) Any drinking fountains within the assigned area should be clean and free of stains. The wall surfaces around the drinking fountains should be free of water spot and streaks.
- f) Stair landings, steps, and all corners of stair treads should be free of loose dirt or dust streaks after sweeping.

- g) Glass surfaces should be clean and free of any smudges, finger marks, and dirt.
- h) Lounge and conference room floors should be free of dirt and debris.
- i) Chairs and other furniture should be left in a neat, orderly condition.
- j) Elevators should be clean and odor free; metal surfaces must be free of smudges and finger marks.
- k) Floor and entry mats (including exterior matting) should be clean and free of debris. Mats must be scheduled for extraction periodically to assure a lasting appearance and to aid in prolonging the life expectancy of mats.
- l) Light fixtures should be free of dead insects, cobwebs, dust, and other dirt.
- m) Vents and grills must be free of soot, dust, cobwebs, and other debris.

3) Office Areas:

- a) All wastepaper baskets should be empty and in place with a fresh plastic liner, clean and ready for use.
- b) Trash should not be left on the floor.
- c) Corners and crevices should be free from any dust.
- d) Ledges and flat surfaces should be free of dust on any surface.
- e) Woodwork, after being properly dusted, should appear bright.
- f) There should not be any oily spots or smudges on wall, caused by torching them.
- g) There should not be any dust streaks on desks or other office equipment. There should not be any dirt left in corners, under furniture, or behind doors.
- h) There should be no trash or foreign matter under desks, tables, or chairs.
- i) Baseboards, furniture, and equipment should not be disfigured or damaged during the cleaning operation.
- j) Furniture and equipment moved during the sweeping should be replaced.
- k) All items in offices, including chairs, machines, calendars, pictures, phones, and wastebaskets are to be left in their original locations. Radios, televisions, tape recorders, etc. are not to be used by cleaning personnel.
- l) Items marked “*trash*” which are not in trash cans, are to be removed. Unmarked items are not to be removed.

4) Restrooms:

- a) All used paper towel receptacles should be empty.
- b) All sanitary receptacles should be clean, both inside and outside, and contain a new liner.
- c) No trash should be on the floor.

- d) The sanitary receptacle liners must be emptied in a proper container and removed.
  - e) All dispensers of supplies should be clean and filled with the proper supplies.
  - f) All mirrors should be free of streaks, smudges, water spots, dust and lipstick and should not be cloudy or hazed in appearance.
  - g) All supply dispensers should be clean and free of finger marks and water spots.
  - h) All shelves and shelf brackets should be free of gum, dust, fingerprints, water stains, smudges, and other soil.
  - i) All porcelain surfaces of wash basins, toilets and urinals should be free of dust, dirt, spots, and stains.
  - j) The wall surfaces should be free of spots and smears.
  - k) All toilet seats should be left in raised position after cleaning. They should be free of spots and stains, and the seat hinges should be free of green mold.
  - l) The plumbing fixtures should be free of green mold and water stains.
  - m) Walls, stall partitions and doors should be free of hand marks, dust, pencil marks, lipstick smudges, water streaks, mop marks, green mold, and graffiti.
- b. **Supplies.** The successful bidder shall supply all cleaning supplies and materials as may be required to perform the cleaning assignments outlined in these specifications.

Town shall furnish toilet tissue, paper towels, hand soap, plastic trash-can liners, and other related janitorial supplies, including phosphate-free neutral pH floor tile changing agent.

Successful bidder shall be responsible for the ***neatness and proper storage*** of all equipment and chemicals.

- c. **Equipment.** Successful bidder shall furnish all cleaning equipment required to perform the cleaning assignments outlined in these specifications. Such cleaning equipment shall include, but not be limited to floor machines (*high/slow speed*), carpet cleaning machines (*extractors and bonnet buffers with tanks*), industrial type vacuums (*dual-motor and space vacuums*), mop bucket wringer sets, wet/dry vacuums, water hose with spray cleaning attachments (*pressure washer*), portable vacuums and upholstery equipment.

The successful bidder shall maintain said equipment in good, safe, working order and shall ensure that the equipment is clean and presents a good appearance.



Equipment determined by Town to be unacceptable will be removed and replaced immediately by the successful bidder.

Use of propane or gas-powered equipment is prohibited.

3. Personnel / Employees. The successful bidder shall employ competent, qualified workers who can perform the required services. All personnel shall be appropriately supervised and directed by trained, qualified and bilingual supervisors. Successful bidder needs to identify to Town staff at least one (1) employee per shift who is able and accessible to communicate in English.

Successful bidder shall employ individuals who are citizens of the United States or who have proof of right-to-work status. The successful bidder shall be in compliance with all federal and state immigration laws.

The successful bidder shall not assign duties at Town facilities to any individual who, within the preceding 5-years has been convicted of any felony or convicted of any misdemeanor involving theft, embezzlement, or fraud.

The successful bidder shall maintain a ***roster of employees, their work assignment*** and their home address and phone number. It shall be the responsibility of the successful bidder to keep the employee roster current.

The successful bidder shall ensure that his/her *employees do not bring children, or any other guest*, to work with them in any Town facility.

The successful bidder shall ensure that all his/her employees shall observe all Town codes and ordinances governing Town employees conduct when on Town premises.

If Town shall deem any employee as unacceptable or unsatisfactory, successful bidder shall remove such employee from the work force and shall supply suitable replacement, therefore.

4. Identification. Employees of the successful bidder shall be required to always display an ID badge while on duty in any Town facility. The ID badge shall include a photograph of the employee, the employee's name, and the name of the company he/she represents. All employees of the successful bidder who **is not** displaying their ID badge will not be allowed to work in any Town facility.

The successful bidder's employees shall be required to wear a distinctive uniform. This uniform must consist of a shirt bearing the company's name or logo.

Uniforms, whether shirts or full uniforms, shall be the same for all employees. Successful bidder's employees are expected to comply with the following Facilities guidelines:

- 4.1 All clothing should be clean, in good repair, pressed and of appropriate size.
  - 4.2 Clean uniforms are to be worn daily.
  - 4.3 Shirts are to be properly buttoned and/or tucked into pants.
  - 4.4 Headbands, shower caps, etc. are not permitted.
  - 4.5 **NO** open-toed shoes, sandals, flip-flops, or other casual or lounging footwear are permitted.
  - 4.6 Smoking is **NOT** permitted in or on any Town facilities.
  - 4.7 Radios of any kind (*except for 2-way devices*) are NOT to be used during the performance of job duties. This applies to earphone-type radios, wireless headphones or earbuds and streaming services.
5. The Town of Highland Park policies prohibit discrimination based upon race, color, national origin, marital status, age, sex, or other non-merit factors. The successful bidder shall adhere to all applicable Equal Employment Opportunity policies and laws.
  6. Pre-Employment Screening and Criminal History Check. The successful bidder shall provide Town with the full legal name and maiden name (if applicable); date of birth; social security number; government issued driver license or personal identification card number; and legal address of all employees working in Town facilities. The successful bidder will provide Town with a complete criminal history for all full-time or part-time contact personnel no later than 10-calendar days after the employee begins work. No contract employee will be permitted to work if the criminal history reveals conviction of a felony or crime of moral turpitude. In addition to the required background check, Town requires all new employees' paperwork to be approved prior to starting within any Town facility. Contract employees must have his/her application, background check and dated verification from the government Social Security Administration verifying their legal social security number. Contractual employees will receive an access clearance level and identification approval from the Town representative.

3. SELECTION PROCESS AND CONDITIONS OF AWARD.

- A. **Audit.** Town reserves the right to audit the records and performance of any successful bidder during the term of the contract between Town and the successful bidder and for three (3) years after the expiration or termination of said contract.
- B. **SUCCESSFUL BIDDER SHALL:** IN CONSIDERATION FOR THE AWARD OF THE BID, THE SUCCESSFUL BIDDER SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS TOWN AND ALL OF ITS OFFICERS, MANAGERS AND EMPLOYEES, AND ALL ENTITIES, THEIR OFFICERS, MANAGERS, AND EMPLOYEES WHO ARE PARTICIPATING THE CONTRACT FROM ALL SUITS, ACTIONS OR OTHER CLAIMS OF ANY CHARACTER, NAME AND DESCRIPTION BROUGHT FOR ON ACCOUNT OF ANY INJURIES, INCLUDING DEATH, OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON, PERSONS, OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OR FAULT OF THE SUCCESSFUL BIDDER, OR OF ANY MANAGER, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, SUBCONTRACTOR OR SUPPLIER IN THE EXECUTION OF, OR PERFORMANCE UNDER, ANY CONTRACT WHICH MAY RESULT FROM BID AWARD. SUCCESSFUL BIDDER SHALL PAY ANY JUDGEMENT WITH COST WHICH MAY BE OBTAINED AGAINST TOWN AND PARTICIPATING ENTITIES GROWING OUT OF SUCH INJURY OR DAMAGES.
- C. **Termination for Default.** Town reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Town in the event of any breach or default of the contract. Town reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes Town to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting second bidder.
- D. **Acceptability.** All articles enumerated in the Bid shall be subject to inspection by a Town officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this face shall be certified to the Director of Development Services who shall have the right to reject the whole or any part of the same. Work determined to be contrary to the specifications must be replaced by the Bidder at its sole expense. All disputes concerning quality of supplies utilized in the performance of this Bid will be determined solely by the Director of Development Services or designated representative.
- E. **Remedies.** The successful Bidder and Town shall agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

- F. **Choice of Law and Venue.** The contract will be governed and construed according to the laws of the State of Texas. The contract is performable in Dallas County, Texas. Exclusive venue for any claim or legal dispute that is related to this contract in any manner shall only lie in the State of Texas District Courts or competent jurisdiction that are physically located in Dallas County, Texas.
- G. **Silence of Specification.** The apparent silence of these specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made based on this statement.
- H. **No Prohibited Interest.** Bidder acknowledges and represents that they are aware of the laws of the State of Texas regarding conflicts of interest. No officer, whether elected or appointed, or any employee, whether full or part-time, of Town shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with Town; or have a substantial financial interest, direct or indirect in the sale to Town of any land, materials, supplies or services.
- I. **Force Majeure.** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under the contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other caused not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties with such settlement is unfavorable in the judgment of the party having the difficulty.

- J. **Disclosure of Certain Relationships.** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, contractor, or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Town not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

By submitting a response to this request, a vendor or contractor represents that it follows the requirements of Chapter 176 of the Texas Local Government Code.

- K. **Purchase Orders.** A purchase order(s) shall be generated by the Town Director of Administrative Services or the assigned designee to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Town shall not be responsible for any workorders placed and/or performed, outside of this contract, without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
- L. **Bid Security / Bond Requirements.** If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to Town, prior to commencement of any work pursuant to the contract provisions.
- M. **Funding.** Town is a home-rule municipal corporation operated and funded by an October 1 to September 30 basis, accordingly, Town reserves the right to terminate, without liability to Town, any contract for which funding is not available.
- N. **Taxes.** Town is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by Town and furnished upon request by the Finance Department.
- O. **Payment Terms.** Payment terms are Net 30 unless otherwise specified by Town in this document. Prompt payment discounts may be used by Town in determining the lowest responsible bidder.
- P. **Invoices.** Invoices must be submitted by the successful bidder to:

[TSPayables@hptx.org](mailto:TSPayables@hptx.org).

#### 4. EVALUATION CRITERIA.

- A. **Submission.** Bidders are requested to submit their proposal in accordance with the guidelines specified in this section and the specifications outlined in the RFP, however, should you wish to provide supplemental documents or information to support or clarify your proposal, you may do so in a separate document.
- B. **Timeline.** The RFP will maintain the timeline order below; changes to the timeline order below will be amended by written Addendum.
1. Distribution
  2. Pre-Submission Meeting / Site Tour
  3. Submission of RFP-Related Questions
  4. Written Response to Questions (Written Addendum)
  5. Deadline for Proposal Submissions
  6. Review and Evaluation of Proposals
  7. Notification to Bidders
  8. Contract Commencement
- C. **Contents of Proposal.** Elaborate Proposals, beyond that sufficient to present a complete and effective response, are not required and unless specifically requested (*via written Addendum*), the inclusion of corporate brochures and narratives should be sent separately from the Submission.

Bidders shall submit three (3) bound and tabbed copies and one electronic copy of the Proposal, with all accompanying schedules, appendices or addenda delivered in a sealed envelope to the mailing address listed on the title page of this RFP.

Proposals submitted after the closing time or that do not follow the requirements as set forth in this RFP may not be accepted and may be returned to the Bidder.

Amendments to a Proposal may be submitted if delivered in writing prior to the closing time, marked accordingly with the Bidder's name and the RFP title.

Proposals may be withdrawn by written notice only, provided such notice is received at the Town office prior to the closing date and time. Proposals shall be valid for 90-days from

submission. Proposals should be submitted according to the RFP schedule on the required date.

Bidders are required to follow all formats included herein attaching any additional appendices that may be required. Proposals should be arranged as follows:

1. Title Page: The title page shall show the RFP Title, closing time and date, Bidder name, address, telephone number, contact email address and the name and title of the contact person(s).
2. Table of Contents: Page numbers should be indicated in addition to subject headings, any appendices, etc. Subject areas should be separated in a manner to clearly denote each related section of the Proposal.
3. Executive Summary: A short summary of the key features of the Proposal demonstrating the Bidder's understanding of the Scope of Services.
4. Proposal Forms: The Bidder shall complete and return with the Proposal any Proposal Forms included in this RFP in accordance with the instructions provided herein. This must be submitted within the provided format.
5. Contractor Background and Credentials. Proposal should include in summary form, background information regarding the experience and capabilities of the Bidder, including at a minimum the following information:
  - a. Summary of the history of your firm.
  - b. Ownership structure and date of inception.
  - c. Current organizational chart.
  - d. Memberships in trade organizations and professional accreditations and certifications.
  - e. Minority Business Enterprise / Women Business Enterprise ("MBE / WBE") compliance and/or Affirmative Action Plan (if any).
  - f. Names of and affiliated companies and their affiliation.
  - g. Profiles of key personnel and, resumes of personnel who will be directly involved in the management and supervision of your proposed services.
  - h. Provide three (3) references, from similar scoped projects. References at minimum shall include the Company Name, Contact Person, Contact Person Title, Project Scope Description, Contact Name Phone Number, Contact Name Email Address.

- i. Summary of any special procedures / systems your firm utilizes which would be of direct benefit to either the property or Town.
6. Staffing Plan. The Proposal should include a Staffing Plan that describes the onsite / dedicated staff you will employ to provide services to support the properties, including at a minimum the following information:
- a. The number, titles, and job descriptions of personnel who will be associated with the performance of services included in your proposal.
  - b. Resumes of any known key personnel who will be assigned to the property (*including specific experience relevant to this RFP*).
  - c. Statement identifying if the proposed positions will be employees of the Bidder or through contracted services.
  - d. Time allocation of employees to the project.
7. Additional Service Capabilities. In addition to the normal services as described in the specifications section of the RFP outline additional services your company can provide relative to the buildings. Include the pricing structure for these services.

**D. Evaluation of Submissions.**

1. The following criteria will be considered during the evaluation process to select the Bidder best suited for each facility. This listing does not represent the order of importance of each factor:
- a. The ability of Bidder to provide the services outlined in this RFP in relation to all the facilities or towards one particular facility.
  - b. Bidder's knowledge and understanding of the facilities equipment and systems.
  - c. References provided by Bidder or from other clients.
  - d. Bidder's understanding and compliance of their Submission.
  - e. Cost of Services.
2. **THIS IS A BEST-VALUE BID.** Town shall evaluate each Submission on the following criteria, weighted below to show the relative importance for each criterion in considering the award of this Bid:
- a. Price 40%
  - b. Reputation (*References and/or previous experience with the Town*) 30%
  - c. Services Provided / Value Added / Responsiveness 20%
  - d. Sample Invoicing 10%



E. **Submission Terms and Conditions.**

Notwithstanding any other provision in the Submission documents, Town has at its sole discretion, the unfettered right to:

- a. Accept any Proposal.
- b. Reject any Proposal.
- c. Reject all Proposals.
- d. Accept a Proposal, which is not the lowest priced Proposal.
- e. Reject a Proposal, even if it is the only Proposal received by the Town.
- f. Accept all or any part of a Proposal.
- g. Split the services between one or more Bidders if deemed necessary by Town or to exclude some services from the Award.

All Submissions of Proposals shall be irrevocable and remain open for acceptance for at least 90-days after the closing time, regardless of whether another Proposal has been accepted.

Any deviation from the requirements or the conditions specified in this RFP must be clearly marked as “***Deviations***” and placed in a separate section of the Bidder’s Proposal. Town will be the sole judge as to what constitutes an acceptable deviation. If no deviations are indicated in the Bidder’s Proposal, Town expects the Bidder to be in full compliance of the requirements and conditions stated herein.

A Proposal, which contains an error, omission, or misstatement, which contains qualifying conditions, which does not fully address all the requirements of this RFP, or which otherwise fails to conform to this RFP, may be rejected in whole or in part by Town at its sole discretion. Town may waive any non-compliance with the RFP, specifications, or any condition of anything required by the RFP and may at its sole discretion elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form required by the RFP or because they have not complied with the process for submission set out herein.

## SCOPE OF SERVICES

### TOWN HALL AND LIBRARY – 4700 DREXEL DRIVE

Description	Quantity	Unit of Measurement
Basement	5,506	Square Feet
1 <sup>st</sup> Floor	11,679	Square Feet
2 <sup>nd</sup> Floor	8,519	Square Feet
3 <sup>rd</sup> Floor	5,623	Square Feet
<b>Building Total / Town Hall</b>	<b>31,327</b>	<b>Square Feet</b>

**Note:** Building totals reflected above exclude DPS Operations Area, all DPS Office Areas and Police Holding Facility / Jail Areas.

## CLEANING FREQUENCY FOR NON-LIBRARY AREAS

### DAILY / NIGHTLY CLEANING RESPONSIBILITIES

Successful Bidder shall ensure that the following duties are completed on a daily (*nightly*) basis for all Entrance Lobbies / Common Areas / Stairwells / Hallways:

- Vacuum and spot clean carpet in high-traffic areas.
- Dust horizontal surfaces and spot-clean to remove spillage, marks, and coffee rings.
- Wipe and polish all metal surfaces.
- Empty and clean all trash receptacles.
- Dust pictures and clean glass if necessary.
- Vacuum or brush all lobby furniture.
- Clean entrance glass, and spot-clean lobby glass.
- Spot-clean handrails, guardrails, doors, walls.
- Dust mop and damp mop all hard surface floors.
- Mop or vacuum floor under mats. Vacuum mats.
- Police all service stairwells.
- Police area 10-feet in front of entryway. Remove debris and sweep if necessary.

Successful Bidder shall ensure that the following duties are completed on a daily (*nightly*) basis for all General Office Areas:

- Vacuum all high-traffic areas, both carpeted and hard-surface floors.
- Damp-mop and thoroughly clean hard-surface flooring.

- Empty all waste and recycle receptacles and replace plastic liners (*as needed*). Remove waste and recycle material to trash and recycle collection point.
- Check all high and low edges, shelves, bookcases, credenzas, file cabinets, tables, pictures, etc., and clean debris or spills if necessary.
- Disinfect, wash, clean and polish all water fountains and water coolers.
- Clean glass and windowsills.

Bidder shall ensure that the following duties are completed on a daily (*nightly*) basis for all Break Room Areas:

- Dust-mop and/or sweep all hard surface flooring to remove loose debris.
- Dust-mop all hard surface flooring to remove soil and spills.
- Wipe down all counters and tables with a disinfectant.
- Clean, disinfect and polish sinks and back-splash areas.
- Wipe down exterior of appliances and/or vending machines.
- Clean interior and exterior of microwave ovens.
- Remove all trash to collection point and replace liners as needed.
- Spot-clean walls, doors, doorframes, and kick-plates.
- Clean glass and windowsills.

Successful Bidder shall ensure that the following duties are completed on a daily (*nightly*) basis for all Passenger Elevators:

- Spot-clean all walls inside of cabs.
- Spot-clean and polish interior stainless-steel surfaces of cab walls and doors.
- Spot-clean outside painted and chrome surfaces of all elevator doors and frames.
- Spot-clean carpeted areas of cabs as required.
- Vacuum thoroughly all cab floor openings.

Successful Bidder shall ensure that the following duties are completed on a daily (*nightly*) basis for all Service Elevators:

- Spot-clean all painted and metal surfaces of the interior or both cabs and all exterior doors and frames.
- Thoroughly clean dirt and debris from grooves in both cab and landing door tracks.
- Sweep flooring of cabs.

Successful Bidder shall ensure that the following duties are completed on a daily (*nightly*) basis for all Restrooms:

- Wash and polish all mirrors and bright work.
- Clean, disinfect and polish all plumbing fixtures and dispensers.

- Wash and disinfect all toilet seats, both sides.
- Scour, wash and disinfect all basins, bowls, and urinals.
- Empty trash receptacles and dispose in building trash receptacle. Replace all trash liners.
- Fill soap dispensers and paper towel dispensers.
- Fill toilet tissue, seat covers and sanitary napkin dispensers.
- Empty and clean sanitary napkin disposal receptacles.
- Remove fingerprints and spots from walls.
- Remove all marks and writing from walls, partitions, etc.
- Report all maintenance problems to Director of Development Services or his designee (*including, but not limited to dripping faucets, broken fixture handles, etc.*).
- Wash all floors with germicidal disinfectant and remove all spots and stains.

Successful Bidder shall ensure that the following duties are completed on a daily (*nightly*) basis for all Storerooms / Service Closets:

- Remove trash from area.
  - Maintain an orderly arrangement of all janitorial supplies and paper products in the storage rooms and service closets.
  - Maintain Material Safety Data Sheet (MSDS) information binder for all chemicals utilized in the facility.
  - Maintain an orderly arrangement of all equipment stored in these areas such as mops, buckets, brooms, vacuum cleaners, scrubbers, etc.
  - Clean, disinfect, and deodorize all service sinks.
  - Sweep and damp mop service sink and closet floors. Deodorize and disinfect as required.
- Exercise CAUTION with water on floor in Service Closet, and various locations in basement where moisture alarm present on floor inside of door below light switch.**
- Sweep storeroom floors.

### WEEKLY CLEANING RESPONSIBILITIES

Successful Bidder shall ensure that the following duties are completed on a weekly basis for the Entrance Lobbies / Common Areas / Stairwells and Hallways:

- Dust and spot-clean walls and baseboards.
- Clean door jambs.
- Light fixtures should be free of dead insects, cobwebs, and dust.

Successful Bidder shall ensure that the following duties are completed on a weekly basis for the General Office Areas:

- Disinfect and thoroughly clean all telephones.

- Thoroughly dust all horizontal surfaces of all furniture, including tables, cabinets, windowsills, and wall hangings. Dust doors, desks and decorative accessories, and chair rails.
- Wipes clean all bright work.
- Thoroughly vacuum and spot-clean all carpeted areas wall-to-wall.
- Remove fingerprints from all painted surfaces near light switches, entrance doors, etc.

Successful Bidder shall ensure that the following duties are completed on a weekly basis for the Passenger and Service Elevators:

- Thoroughly clean entire interior surfaces of all doors and frames outside painted, chrome surfaces of all walls, doors, and frames.

Successful Bidder shall ensure that the following duties are completed on a weekly basis for all Restrooms:

- High dust tops of doors, partitions, lighting, mirrors, and air vents.
- Clean and sanitize restroom partitions and walls around toilets and urinals.
- Pour Eco-Lyzer cleaner and deodorizer down floor drains.
- All stainless steel will be treated with approved stainless-steel treatment.

Successful Bidder shall ensure that the following duties are completed on a weekly basis for all Storerooms / Service Closets:

- Damp mop all floors in storerooms and service closets. Deodorize and disinfect as required.
- High dust all exposed pipes, ducts, ventilating diffusers, and grills.

### **MONTHLY CLEANING RESPONSIBILITIES**

Successful Bidder shall ensure that the following duties are completed monthly for all General Office Areas:

- Thoroughly hand-dust and wipe clean (*with a chemically treated cloth*) vertical surfaces of all furniture, file cabinets, shelves, and fixtures.
- High dust all air vents, tops of doors, door frames, lighting, sprinkler heads, ceiling corners and edges, etc.
- Dust all baseboards with damp cloth.
- Clean spots and smudges from walls.

Successful Bidder shall ensure that the following duties are completed monthly for all Passenger and Service Elevators:

- Wipes clean all incandescent cab lamps.
- Wipes clean entire cab ceiling.

#### **QUARTERLY CLEANING RESPONSIBILITIES**

Successful Bidder shall ensure that the following duties are completed monthly for all General Office Areas:

- Vacuum or brush all upholstered furniture.

Successful Bidder shall ensure that the following duties are completed monthly for all Restrooms:

- Dust and clean walls. Wash tiled walls and partitions.

## **CLEANING FREQUENCY FOR LIBRARY AREAS**

**Note:** The Library is open from Tuesday-Saturday. Daily cleaning will need to occur Tuesday-Friday and after close on Saturday and before the library opens again on Tuesdays.

### **DAILY / NIGHTLY CLEANING RESPONSIBILITIES**

Successful Bidder shall ensure that the following duties are completed monthly for all library areas:

- Vacuum carpeting and rugs in all areas.
- Empty trash receptacles and remove trash to designated area.
- Tables and counter tops damp cleaned and dry polished.
- Hard surface floors will be swept, and damp mopped, and spray buff as needed.
- Clean glass and windowsills.
- Clean interior and exterior of microwave.
- Daily Dusting Schedule:

**No feather dusters to be used, only microfiber cloths or other cleaning items that will remove dust and not spread it around.**

- Divide library into five (5) dusting zones and dust thoroughly once-a-week. Spot check other areas where needed. Must move and dust behind books.
- Dust desks and spot-clean for smudges.
- Dust furniture and furnishings. Items on desks and furniture will not be moved.
- Dust surfaces and ledges within hand-high reach.

**No chemicals to be used on wood surface or air vents of the HVAC system.**

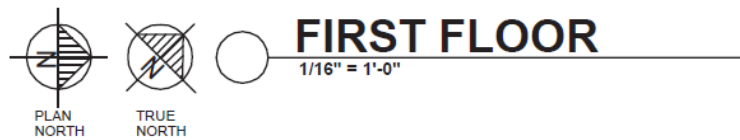
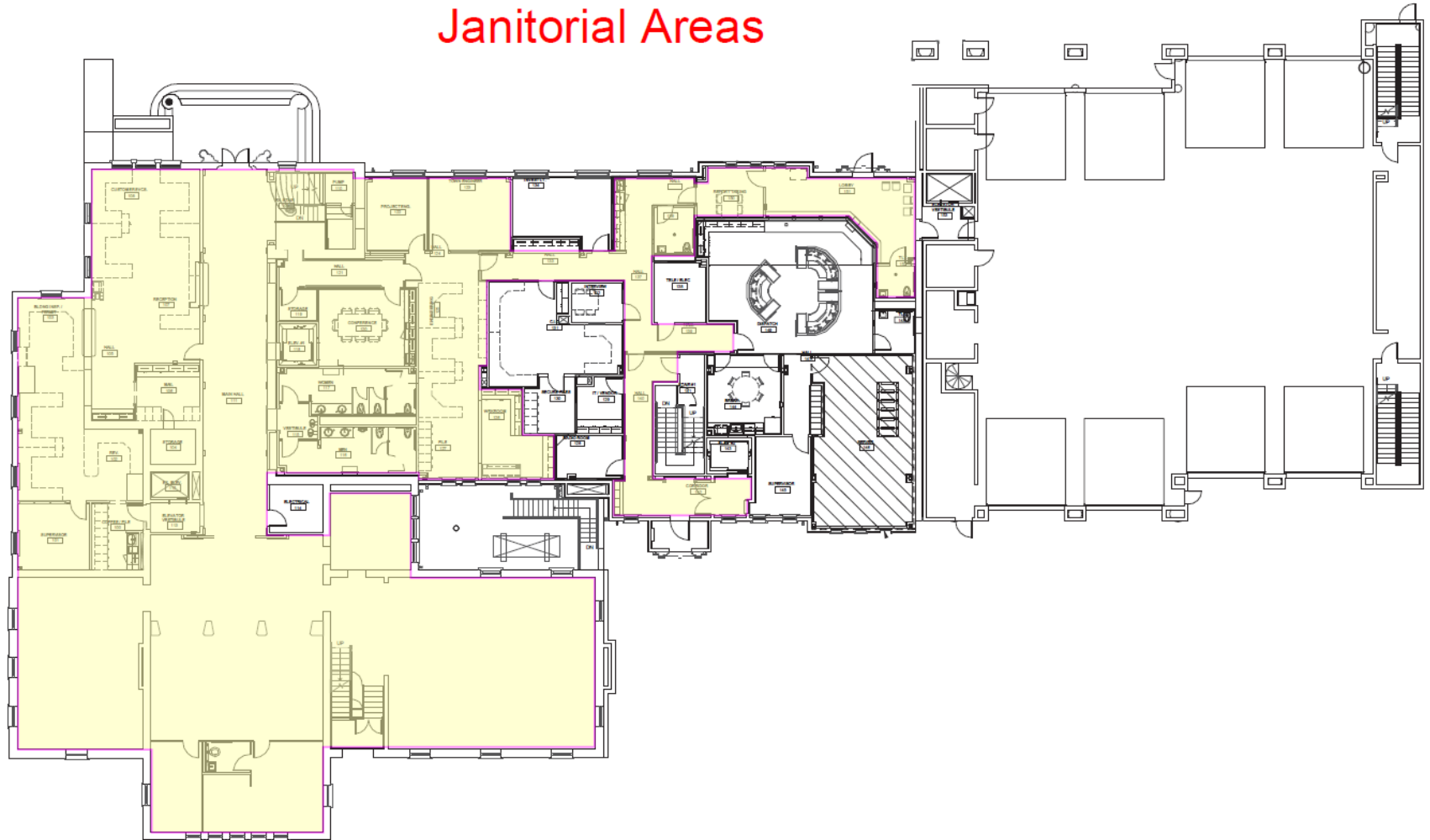
**SCOPE OF SERVICES – EXHIBIT “A”**  
**TOWN HALL AND LIBRARY – 4700 DREXEL DRIVE**

Facility	Square Feet	Frequency	Cost Per SF Total – Monthly	Monthly Total	Cost Per SF Total – Annual	Annual Total
Town Hall	25,827	5-DAYS PER WEEK (M-F)	\$	\$	\$	\$
Library	5,500	5-DAYS PER WEEK (Tu-Sa)	\$	\$	\$	\$
<b>GRAND TOTAL</b>	<b>31,327</b>	<b>--</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>



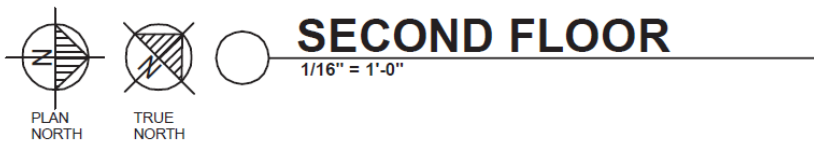
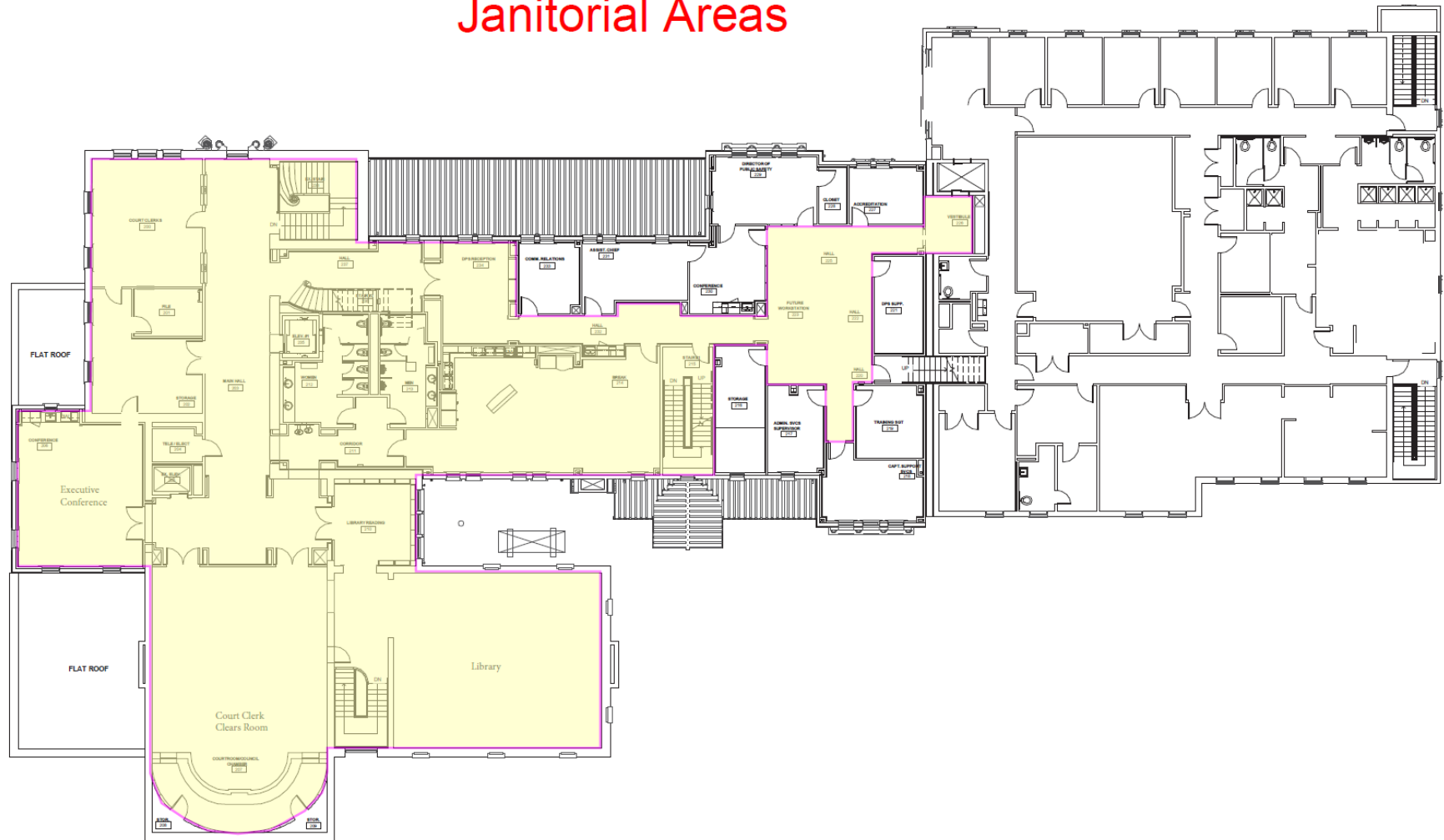
# Highland Park Town Hall

## Janitorial Areas



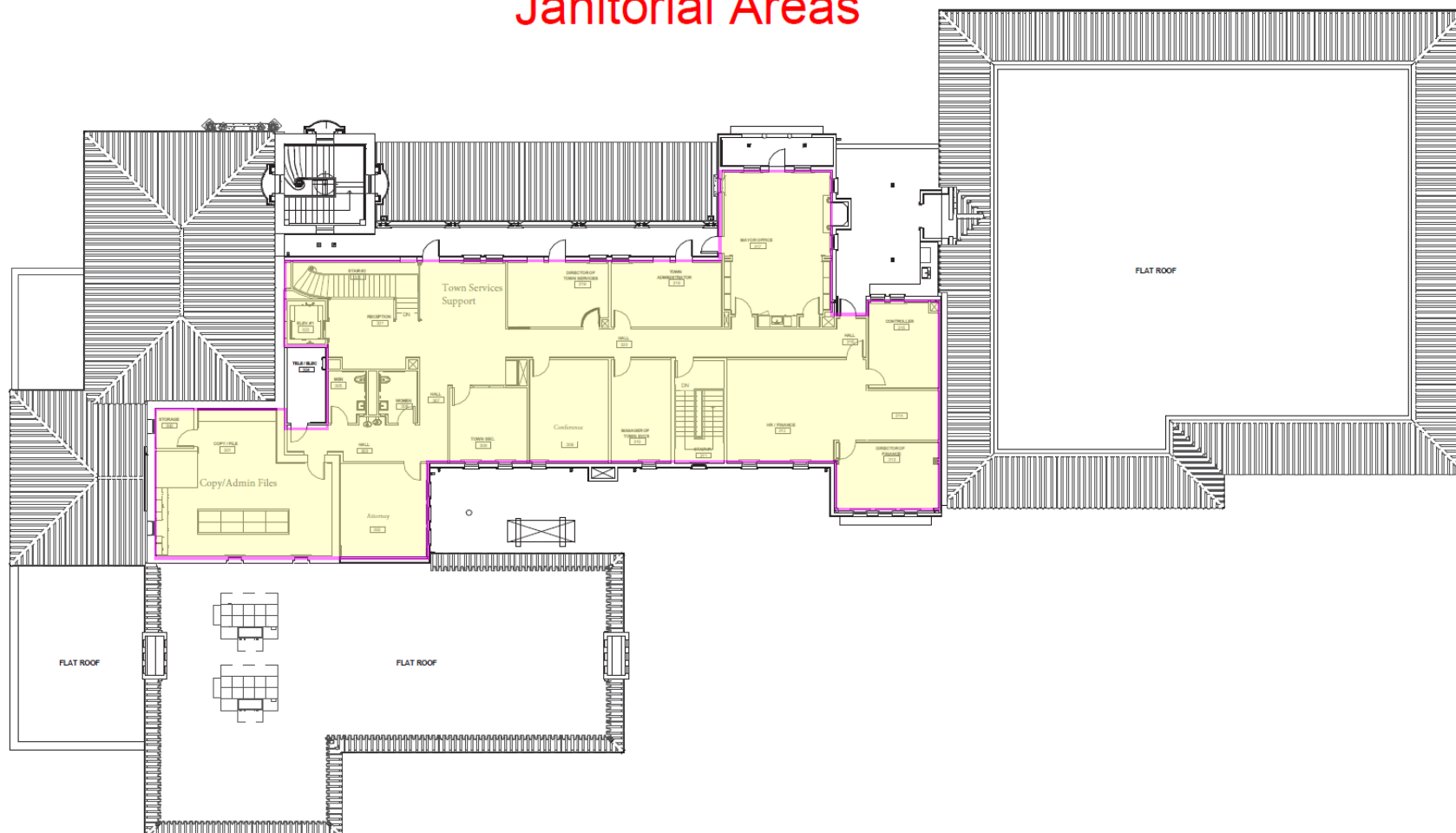
# Highland Park Town Hall

## Janitorial Areas



# Highland Park Town Hall

## Janitorial Areas



## THIRD FLOOR

---

$1/16'' = 1'-0''$

## SCOPE OF SERVICES

### SERVICE CENTER – 5005 HOLLAND AVENUE

Description	Quantity	Unit of Measurement
1 <sup>st</sup> Floor (Non-Bay Area)	5,240	Square Feet
2 <sup>nd</sup> Floor (Non-Storage Areas, Non-Bay Area)	2,010	Square Feet
<b>Building Total / Town Hall</b>	<b>7,250</b>	<b>Square Feet</b>

## CLEANING FREQUENCY FOR SERVICE CENTER

### PER VISIT CLEANING RESPONSIBILITIES

Successful Bidder shall ensure that the following duties are completed for each visit for all Entrance Lobbies / Common Areas / Stairwells / Hallways / Locker Room Areas (*Non-Restroom*):

- Clean entrance glass and inside glass panels with glass cleaner.
- Dust-mop and damp-mop all non-carpeted areas.
- Sweep and mop all entrances daily.
- Vacuum carpets and vacuum all entry mats.
- Empty all trash receptacles, wash receptacles if necessary.
- Dust all picture frames and doors.
- Wipe clean and polish all metal bright works.
- Clean and polish, disinfect all water fountains.

Successful Bidder shall ensure that the following duties are completed for each visit for all Kitchen and Coffee Areas:

- Wipe tabletops and counters with wet cloth.
- Clean all sinks.
- Remove trash, replace liners, and clean receptacles as needed.
- Vacuum carpets.
- Clean outside of vending machines.
- Clean inside and outside of microwave on each visit.
- Dust blinds and window ledges. Sweep mats.
- Clean coffee pots on each visit.

Successful Bidder shall ensure that the following duties are completed for each visit for all Restroom Areas:

- Clean and disinfect all toilet bowls, urinals, toilet seats, inside and outside.
- Empty and clean wastebaskets and sanitary napkin receptacles.
- Clean all mirrors and polish all chrome surfaces.
- Clean all showers. Power wash floors and walls in showers.
- Damp-wipe all partitions and exteriors of dispensers.
- Clean all flush-o-meters, piping, toilet seat hinges.
- Refill all dispensers, replenish toilet tissue, hand soap, paper towels and sanitary napkins.
- Sweep and mop floors with disinfectant solution.
- Spot-clean all entrance doors, all interior stall doors and all painted wall surfaces, basins, toilets, and urinals.

Successful Bidder shall ensure that the following duties are completed for each visit for all General Office Areas:

- Trash containers will be emptied and taken to a designated area. Replace trash liners as needed. Trash receptacles will be cleaned as needed.
- Carpet (*if applicable*) will be vacuumed per visit with commercial power vacuum throughout all offices and traffic ways and behind chairs.
- Sweep and mop tile floors with disinfectant floor cleaner.
- Clean all furniture tops.
- Dust and wipe desktops (*do not disturb any papers on desk*).
- Telephones, file cabinets, copy machines, computer monitors, bookshelves and other furniture will be dusted with a feather duster.
- Water fountains will be cleaned, sanitized, and polished.
- Remove all marks, fingerprints and smudges from all entry glass doors and side-panels of entry areas.
- Sweep and mop all wood floors daily (*if applicable*).
- Sweep and mop all concrete floors daily (*if applicable*).

### **WEEKLY CLEANING RESPONSIBILITIES**

Successful Bidder shall ensure that the following duties are completed on a weekly basis:

- Sanitize telephones.
- Dust window ledges.
- Dust and clean blinds and windowsills.
- Wipe down chairs in waiting areas.

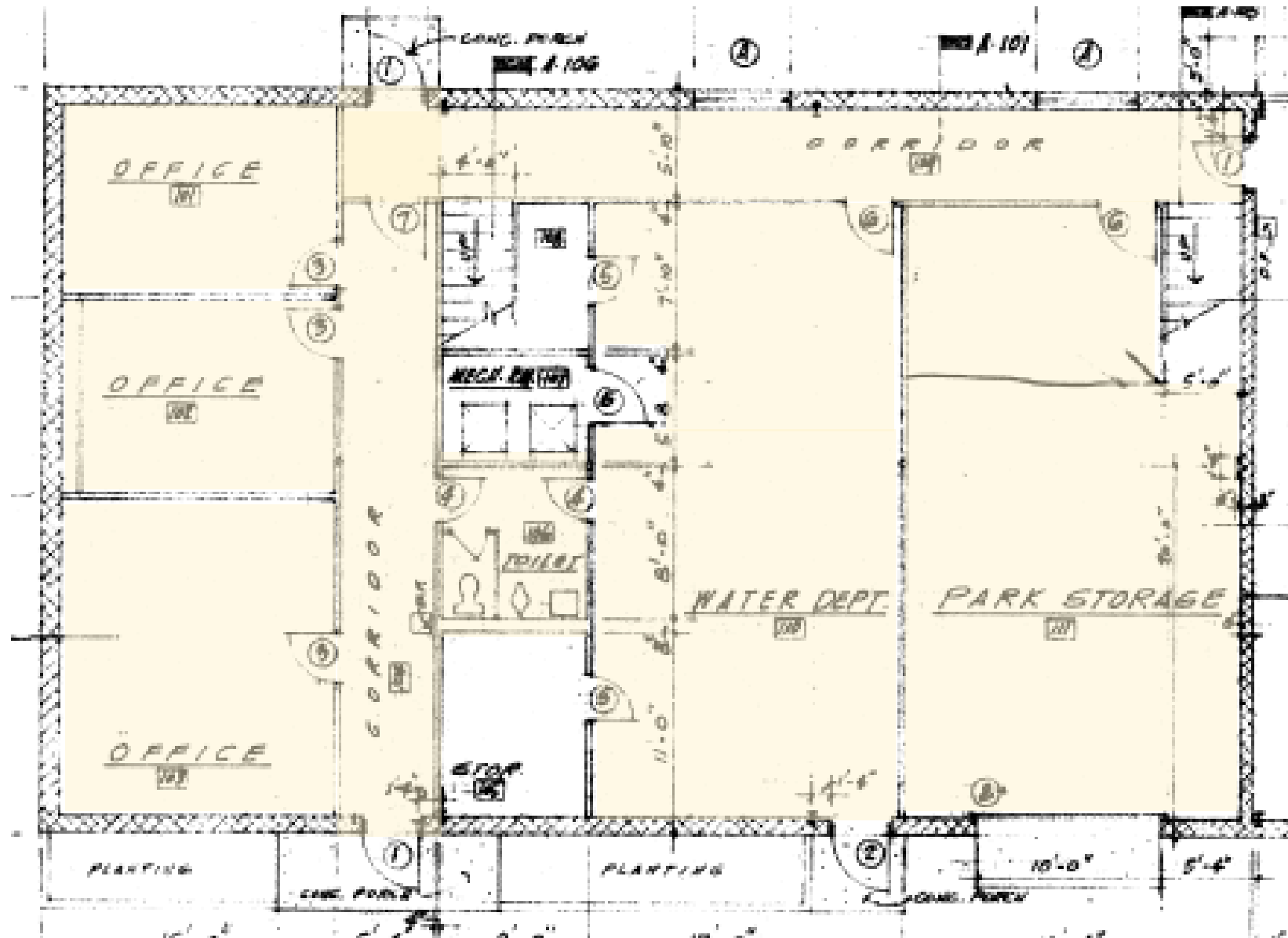
## **MONTHLY CLEANING RESPONSIBILITIES**

- Spot-clean carpet as-needed (*if applicable*).
- Air vents will be dusted.
- Clean all baseboards.
- Remove cobwebs.
- High-low dusting.
- Vertical dusting of desks, cabinets, file cabinets, bookshelves.

**SCOPE OF SERVICES – EXHIBIT “B”**  
**SERVICE CENTER – 5005 HOLLAND AVENUE**

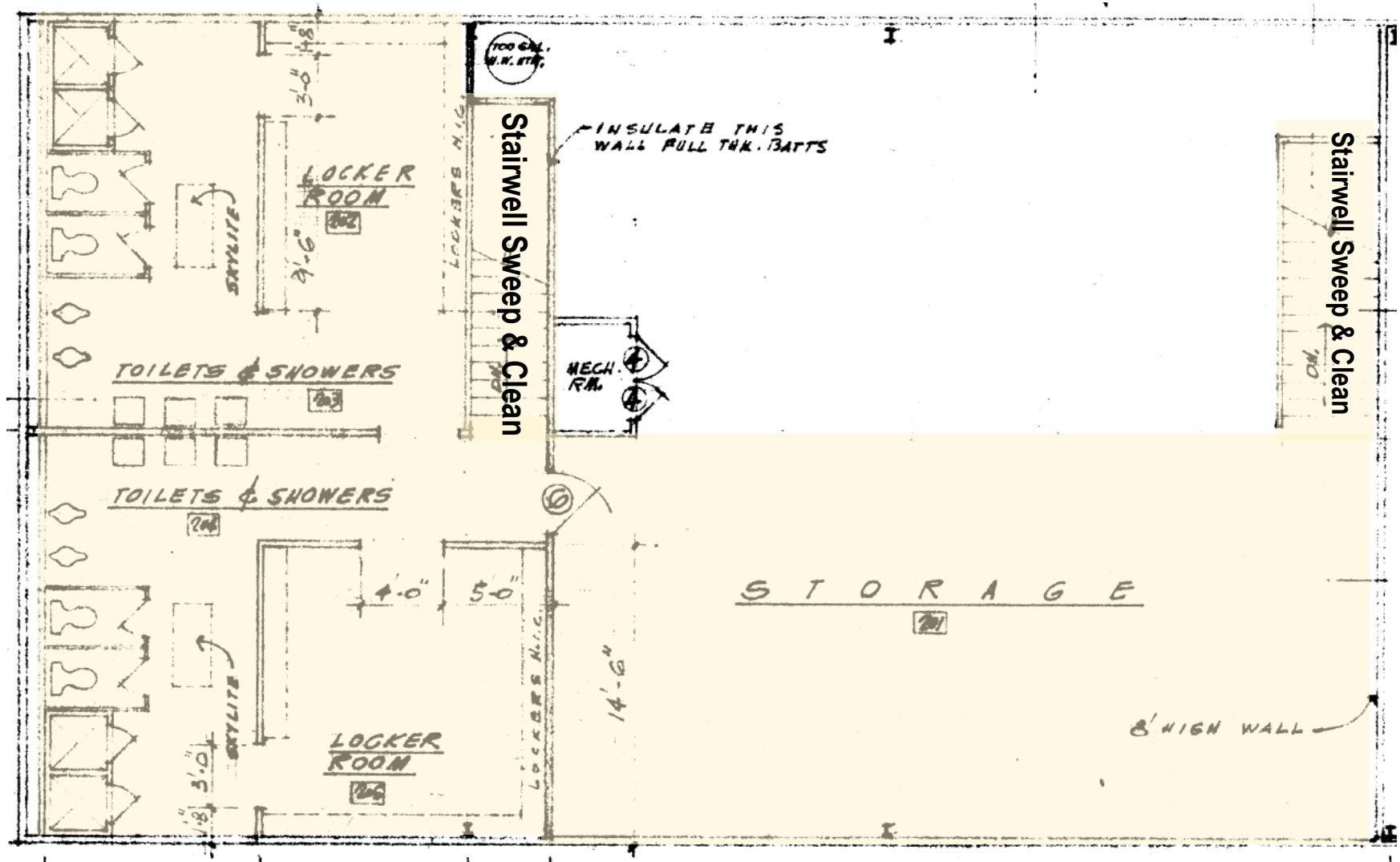
Facility	Square Feet	Frequency	Cost Per SF Total – Monthly	Monthly Invoice	Cost Per SF Total – Annual	Annual Total
Service Center	7,250	3-DAYS PER WEEK (M-W-F)	\$	\$	\$	\$
<b>GRAND TOTAL</b>	<b>7,250</b>	<b>--</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

## Highland Park Service Center Janitorial Areas – First Floor





## Highland Park Service Center Janitorial Areas – Second Floor



## TOWN OF HIGHLAND PARK CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the Town of Highland Park shall, during the term of the contract with the Town or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the Town, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage except for workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the Town for cancellation, non-renewal, or material change or modification of any policies, evidenced by return receipt or United States Mail. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
3. Provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
4. Endorsement applicable to each policy provided.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the Town, a certificate of insurance shall also be provided to the Town prior to the date the contract is renewed or extended.

### Type of Contract

Special Events

### Type and amount of Insurance

General Liability insurance for personal injury (*including death*) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage.

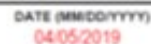
Statutory Workers compensation insurance as required by state law.

*(If the contractor serves alcoholic beverages)* Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

*(If high risk or dangerous activities)* Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars.

*(If automobile or limousine service is involved even if volunteers).*

	Automobile Liability with a minimum of \$1 Million Dollars combined single limit.
Public Works and Construction	<p>General Liability insurance for personal injury (<i>including death</i>) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (<i>If high risk or dangerous activities</i>) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars.</p> <p>Statutory Workers compensation insurance as required by state law.</p>
Professional Services	<p>Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.</p> <p><i>(If size or scope of project warrant)</i></p> <p>Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars.</p> <p>Statutory Workers compensation insurance as required by State law.</p>



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AFFIDAVIT OF NO PROHIBITED INTEREST

THE STATE OF \_\_\_\_\_ §

THE COUNTY OF \_\_\_\_\_ §

I, \_\_\_\_\_, a member of the Contractor team, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (*Check all that apply*):

\_\_\_\_\_ Ownership of ten percent (10%) or more of the voting shares of the business entity.

\_\_\_\_\_ Ownership of Twenty-Five Thousand and 00/100 Dollars (\$25,000) or more of the fair market value of the business entity.

\_\_\_\_\_ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

\_\_\_\_\_ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars (\$25,000).

\_\_\_\_\_ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

\_\_\_\_\_ Other: \_\_\_\_\_

\_\_\_\_\_ None of the above.

Upon filing this affidavit with the Town of Highland Park, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOVT. CODE, as amended, is a member of a public body which acted on the contract.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_ and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

Notary Public in and for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2** ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date



## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;

or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form TCG 2271

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE, CHAPTER 2271

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

SIGNED BY: \_\_\_\_\_

Print Name of Person: \_\_\_\_\_

Signing, Title, and  
Company \_\_\_\_\_

Date signed: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned Notary Public on this day personally appeared \_\_\_\_\_(Name), on behalf of \_\_\_\_\_(Company) who being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN AND SUBSCRIBED TO before me, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY OF PUBLIC,  
FOR THE STATE OF TEXAS

My Commission Expires: \_\_\_\_\_

Government Code § 2271.002. Provision Required in Contract

Effective: September 1, 2019

A governmental entity may not enter a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

**The following definitions apply:**

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint-venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

(3) "Governmental entity" means a state agency or political subdivision of this State.

**State law requires verification from a Company for contracts involving goods or services (*regardless of the amount*) before the City can enter the contract.**

Contract Identifier: Request for Proposal, Janitorial Services 2022-08

Department: Development Services Department



Form TCG 2252  
VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2252

By signing below, Company hereby verifies the following:

1. Company does not engage in business with Iran, Sudan or any Foreign Terrorist Organization; and
2. Company is not listed by the Texas Comptroller as a terrorist organization as defined by Chapter 2252 of the Texas Government Code.

**SIGNED BY:** \_\_\_\_\_

**Print Name of Person:** \_\_\_\_\_

**Signing, Title, and  
Company** \_\_\_\_\_

**Date signed:** \_\_\_\_\_

STATE OF TEXAS       §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned Notary Public on this day personally appeared \_\_\_\_\_(Name), on behalf of \_\_\_\_\_(Company) who being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN AND SUBSCRIBED TO before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY OF PUBLIC,  
FOR THE STATE OF TEXAS

My Commission Expires: \_\_\_\_\_

Government Code § 2252.152. Prohibition on Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization.

Effective: September 1, 2017

A governmental entity may not enter a governmental contract with a company that is identified on a list that is prepared, maintained, and made available to each governmental entity by the comptroller, said list including companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

**The following definitions apply:**

- (1) "Company" has the meaning assigned by Section 806.001.
- (2) "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.
- (3) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Chapter 2254.

**State law requires verification from a Company for contracts involving goods or services (*regardless of the amount*) before the City can enter the contract.**

**Contract identifier:**    Request for Proposal, Janitorial Services 2022-08  
**Department:**        Development Services Department

## **Addendum No. 1**

Janitorial Services 2022 -08

**Please acknowledge this addendum by writing Addendum 1 and signature on front of bid submittal.**

1. What is the cleaning schedule and timeframe (window) for cleaning each location?  
**Answer: Cleaning should take place nightly after the facility is closed to the public and/or staff. Town Hall: After 6:00 pm Monday, Wednesday, Thursday, and Friday. After 7:00 pm on Tuesday. Library: After 6:00 pm Monday, Wednesday, Thursday, and Friday. After 7:00 pm on Tuesday. Library cleaning should take place Tuesday – Friday and after close on Saturday and before the library opens again on Tuesdays. Service Center: After 5:00 pm Monday, Wednesday, Friday.**
2. Please confirm cleanable square footage per location?  
**Answer: Town Hall and Library – 31,327 square feet. Service Center - 7,250 square feet.**
3. Are dusting requirements include computer monitors, keyboards, computer wires, etc.?  
**Answer: Weekly requirements of general office areas include thoroughly dusting all horizontal surfaces of all furniture, including tables, cabinets, windowsills, and wall hangings. Dusting doors, desks and decorative accessories, and chair rails. This includes computer monitors, keyboards, computer wires, etc.**
4. Is floor maintenance part of this bid?  
**Answer: Yes, vacuuming and mopping are part of this bid under the scope of services.**
5. What type of flooring does the facility have for maintenance (ceramic tile, VCT, etc.)?  
**Answer: Tile, Carpet, Carpet Tile, Wood, and Luxury Vinyl Tile.**
6. Do you have square footage of the flooring requiring maintenance?  
**Answer: No.**
7. Does the facility have a room or closet for the contractor to store supplies/equipment? If so, size of storage room?  
**Answer: Yes, 132 square feet.**
8. Will the contractor be required to store any large equipment offsite?  
**Answer: Large equipment will need to remain off site.**
9. Who is your current contractor?  
**Answer: Night Line Janitorial is the current contractor.**
10. How much is the current award?  
**Answer: The current contract is \$33,212.76 for both facilities.**
11. It states on-site Supervisor and quality control on a 5 days per week basis, will this require 2 people OR will the on-site Supervisor be able to perform both quality control/meet with representatives and Supervision for the site?  
**Answer: The on-site Supervisor will be able to perform both quality control and meet with representatives and Supervision for the site. This will not require two different individuals.**
12. In the recycling program are separate containers in the buildings for recycling and trash waste or is the expectation for the custodial crew to separate recycling materials from trash waste?  
**Answer: Separate Containers are placed throughout the building for recycling and trash waste. Custodial crew will not be required to separate out recycling materials from trash waste but rather keep what is already separate, separate.**

13. Does the small glass partition above the stairwell on the 2<sup>nd</sup> floor need to be cleaned?

**Answer: Yes, that is to be dusted and spot-cleaned on a weekly basis.**

Janitorial Services  
September 15, 2022

	Town Hall and Library				Service Center				
Bidder	Cost Per SF	Monthly Total	Cost Per SF	Annual Total	Cost Per SF	Monthly Invoice	Cost Per SF	Annual Total	Aggregate Total
	Total Monthly		Total Annual		Total Monthly		Total Annual		
Unicare Building Maintenance	0.28	3,786.79	3.36	45,441.54	0.14	936.74	1.68	10,962.79	56,404.33
Night Line Janitorial Services	0.06	1,879.62		22,555.44	0.15	1,099.00		13,188.00	35,743.44
3rd Generation Services	0.20	6,265.40	2.40	75,184.80	0.18	1,297.50	2.15	15,570.00	90,754.80
Global Building Maintenance	0.18	2,487.03	2.10	29,844.30	0.06	420.50	6.96	5,046.00	34,890.30
Ambassador Services	0.10	3,057.01	1.17	36,684.18	0.06	451.34	7.47	5,416.09	42,100.27
B&D Imperium	DISQUALIFIED								



# TOWN OF HIGHLAND PARK

## Agenda Briefing

Council Meeting: October 4, 2022

Department: Town Services

Presenter: Chelsey Gordon

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### TITLE

Review and discuss a bid for contract labor services in the Parks Department.

### BACKGROUND

Supplementing the Park Department's six-person crew, the Town has contracted for some landscape planting and related maintenance support for the last several years. The current contract provides for two workers for four days a week, working an eight-hour day, at a weekly cost of \$1,747.84. Contract labor was first introduced in 2016, as a one-year contract to examine how contracted labor services would work for the Parks Department. In FY 2017, this contract was expanded and bids were received for a three-year contract, with two one-year renewal terms. The current contract with A & A Landscape expired on September 30, 2022, but was extended through October 2022, to give staff time to execute a new contract.

The proposed contract provides for an additional day of work throughout each week to assist the Town in managing the increased workload resulting from added landscaping over the last year. Funding to accommodate the contract change is included in the Fiscal Year 2022-23 Adopted Budget.

A Request for Proposals (RFP) went out for a three-year contract for parks maintenance labor, with four one-year renewal options. The RFP was published in *The Daily Commercial Record* on August 22, and August 29, 2022. A pre-bid meeting was held on September 7, and bids were opened on September 15, 2022.

A total of six bids were received. The RFP requested a range of pricing from weekly, twice a week, and three times a week maintenance services for two and three-person crews. The most advantageous is based on two workers, five days a week, eight hours a workday. The following table demonstrates the weekly costs bid by the various companies.

A&A Landscape:	\$2,640
Land Care:	\$3,600
Lawns of Dallas:	\$4,069.60
SRH Landscape:	\$5,200.00
Boley Landscape:	\$2,840.00
Complete Landsculpture:	\$3,040.00

The bid submitted by A&A Landscaping is \$46,392.32 more than the current contract. The bid includes an annual escalator of 3%. This contract would begin on November 1, 2022, and end on October 31, 2025, with the Town reserving the option to renew the agreement for four one-year options.

## **RECOMMENDATION**

Staff recommends approval of the best value bid submitted by A&A Landscape.

## **FINANCIAL IMPACT**

The bid represents a \$46,392.32 increase to the current contract of \$90,887.68. Staff anticipated an increase based on the labor market and increased hours needed for this contract. Funding was budgeted appropriately and is available in the FY 2023 budget for this maintenance labor contract.

## **ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>
Bid_Tab_-_Parks_Maintenance_2022.pdf	Parks Contract Labor - Bid Tab
Park_General_Maintenance_Labor_RFP_FY_2022_-_2026_-_2021-12.17.pdf	Parks Labor RFP

Parks Contract Labor  
September 15, 2022

[illegible]

# NOTICE

## REQUEST FOR PROPOSAL (“RFP”) CONTRACT LABOR FOR PARK AND FACILITY MAINTENANCE Parks Labor 2022-08

The Town of Highland Park, Texas (*the “Town”*) invites and requests the submission of a Request for Proposal (*the “RFP”*) from interested parties to provide contract labor services for Town Parks and Facilities. The RFP specifies the information that interested parties must submit in their Proposal to the Town pursuant to this RFP for their proposals to be considered by the Town.

Interested parties are requested to submit a Proposal in accordance with the guidelines, the Specifications and the Equipment outlined in the RFP, however supplemental documents, or information to support or clarify the Proposal is welcome, provided that this supplemental information is provided in a separate document.

### 1. GENERAL CONDITIONS.

- A. **Contract Award.** The Town of Highland Park reserves the right to select one or more parties to perform services and reserves the right to select one or more parties to work on parks defined under this RFP.
- B. **Contract Agreement.** The Contract to be executed by and between the Town and selected parties shall be a Standard Form of Agreement as written and specified by the Town Attorney.
- C. **Term.** Selected parties identified for award will be utilized by the Town for a Primary Term of 3-years. The Town may utilize up to four (4) optional 12-month Renewal Terms upon the conclusion of the Primary Term. The Town reserves the right and option to terminate the Contract upon thirty (30) days written notice.
- D. **Revisions to Scope of Services.** The Scope of Services identified in the RFP are currently under consideration and there is no guarantee that the Town will proceed with the Scope of Services. Additions to the Scope of Services may be considered that are not currently identified in the RFP.
- E. **Project Budgetary Estimates.** The budgetary cost estimates included in the Town’s Annual Operating Budget are conceptual. Funding for the Scope of Services included in this RFP are approved each September by the Town Council as part of the Town’s Annual Operating Budget. Funding for the Scope of Services included in this RFP is subject to change at any time during any Term of the Contract.



- F. **Submission Reimbursement**. There is no expressed or implied obligation for the Town to reimburse responding parties for any expenses incurred in preparing a Submission for this RFP.
- G. **Response Submittals**. Responses to this RFP will be received until 2:00 p.m. Central Standard Time on September 15, 2022, at:

Town of Highland Park, Texas  
**Attention:** Chelsey Gordon, Assistant Director of Development Services  
Town of Highland Park Town Hall  
1<sup>st</sup> Floor, Customer Service Desk  
4700 Drexel Drive  
Dallas, Texas 75205

and shall include the information requested hereafter. Responses received after this time will not be considered. Response submissions should clearly be marked “**Parks Labor 2022-08.**”

- H. **Submissions Property of the Town**. Submissions once received by the Town may not be modified or withdrawn. Notification as to acceptance or non-acceptance will be made by the Town in writing to each party individually. A collective listing of participating parties or a listing of selected parties will not be published except where required by law.
- I. **Pre-Submission Meeting**. A Pre-Submission Meeting will be held on September 7, 2022, at 2:00 p.m. Central Standard Time. The Pre-Submission Meeting will be held in person as directed by the Town. This meeting is for general information purposes. Attendance is encouraged but not mandatory.
- J. **Requests for Clarification**. Inquiries or requests for clarification regarding this RFP shall be directed in writing by one or more of the following methods:

**Via U.S. Mail:**

Town of Highland Park, Texas  
Attention: Chelsey Gordon, Assistant Director of Development Services  
4700 Drexel Drive  
Dallas, Texas 75205

**Via Email:**

[cgordon@hptx.org](mailto:cgordon@hptx.org)

Clarifications will be provided in writing as quickly as possible. Clarifications which might affect the other parties' responses will be distributed to all known interested parties. Early requests for clarification are encouraged.

**The deadline for questions and/or requests for information to this RFP is September 9, 2022, by 10:00 a.m. Central Standard Time.**

- K. **Contact with Town Staff.** Interested parties are not permitted to contact (*by any means of communication*) Town staff or other persons affiliated with the Town for any reason other than work relating to existing contracts, before, during and after the selection process. Any or all contacts shall be only for the express purpose of clarifying the specifics of the RFP, and these requests shall be directed to the contact person identified above.

## 2. PROPOSAL SPECIFICATIONS AND TECHNICAL CONDITIONS.

### A. **Proposal Specifications.**

1. **Description of Contract Services.** The Contract shall encompass all contract labor services at Town Parks/Facilities, including, but not limited to, the following activities:
  - a. **Irrigation Repairs.** Repair of irrigation systems in various parks and parkways throughout the Town.
  - b. Trimming, clean-up, plant, and bed care, weeding, replacement plant materials, mulching, pruning and leaf removal.
  - c. **Plant and Bed Care.** Landscaped beds shall be edged in spring prior to mulching. Excess soil and turf shall be removed from the property and not allowed back into the bed.
  - d. **Weeding.** Weeding in mulched beds shall be performed every week or as needed to maintain a neat appearance. Physical weeding shall be the preferred method of unwanted plants in mulched beds (*care taken to remove the root of these plants*). Weeds in seams and cracks of sidewalks and curbs shall be sprayed with a broad-spectrum herbicide, as needed.
  - e. **Placement of Plant Materials.** Plant materials that need replacing will be on an as needed basis.
  - f. **Mulching.** As often as needed.

- g. **Pruning.** Trees / shrubs / plants shall be pruned to maintain a natural appearance of the species with removal of non-variegated stems, stray shoots, suckers, and dead / damaged / diseased wood in the spring after flowering or late summer (*depending upon specific species requirements*).
2. **Right of Way.** The work herein contacted to be done shall be performed only on Town-owned property or in easements dedicated to the Town. The successful bidder, its successors or assigns, shall be solely responsible and liable for any and all operations inside and outside of the public domain of the Town of Highland Park, Texas.
3. **Barricades, Lights and Watchmen.** The successful bidder shall furnish and erect such barricades, fences, lights, and danger signals; shall provide such watchmen; and shall take such precautionary measures for the protection of persons or property and of the work as are necessary. A sufficient number of barricades and lights shall be erected to keep vehicles from being driven under, or into, any work in progress. Orange traffic cones shall be placed behind work vehicles on the shoulder of the road to collect tree debris as pruned.
4. **Work Order.** The Town will notify the successful bidder in writing that the required contract document have been received, execution of the contract documents has been completed, and establish a date for commencing work on the project. Work may occur between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday.
5. **Clean-Up.** After work is completed, the various project sites, including stockpile sites, equipment storage items, and other areas used by the successful bidder shall be cleaned by the successful bidder of all equipment and material foreign to the site. The clean-up of all sites shall be to the satisfaction of the Town. Failure by the successful bidder to remedy the adequate clean-up of one or more sites after being notified by the Town in writing shall provide the opportunity for the Town to seek a credit, among other remedies.
6. **Public Utilities.** The maintenance of existing service through sewers, gas mains, water mains, overhead and underground power, cable, and telephone lines, owned either by the Town or by public utility companies, shall be the responsibility of the successful bidder and agreement on construction methods to provide for such maintenance shall be negotiated by the successful bidder with the Town and/or with the various utility companies.

B. **Quality Control.**

1. **Inspections.** Inspections of Town Parks and Facilities will be made by Town's designated representative on a regular basis. The Successful bidder shall agree to participate in scheduled inspections with Town's designated representative.
2. **Assessment of Work.**

**If any of the work is not completed in accordance with the written requirements specified in the RFP and/or contract documents, the successful bidder will receive written notice of non-compliance (via email and regular mail).**

Standards used to assess the quality of work are specified in this Section. Work which fails to meet specified standards will be brought to the attention of the successful bidder. The successful bidder will then be requested to correct the identified issue(s). Failure by the successful bidder to take corrective action(s) within forty-eight (48) hours shall result in the work being done by others and costs charged to the successful bidder. Emergencies, as determined solely by the Town, shall require same-day response.

Failure to provide a satisfactory level of service will result in a credit adjustment. Town reserves the right to determine the credit adjustment.

- a. **Supplies.** The successful bidder shall supply all supplies and materials as may be required to perform the work assignments outlined in these specifications. Note: all landscape materials including mulch and plant material shall be provided by the Town of Highland Park.
  - b. **Equipment.** Successful bidder shall furnish all equipment and/or apparatus required to perform the work assignments outlined in these specifications. The successful bidder shall maintain said equipment and/or apparatus in good, safe, working order and shall ensure that the equipment is clean and presents a good appearance. Equipment determined by Town to be unacceptable will be removed and replaced immediately by the successful bidder.
3. **Personnel / Employees.** The successful bidder shall employ competent, qualified workers who can perform the required services. All personnel shall be appropriately supervised and directed by trained and qualified supervisors. Successful bidder needs to identify to Town staff at least one (1) employee who is able and accessible to communicate in English.

Successful bidder shall employ individuals who are citizens of the United States or who have proof of right-to-work status. The successful bidder shall be in compliance with all federal and state immigration laws.

The successful bidder shall not assign duties at Town facilities to any individual who, within the preceding 5-years has been convicted of any felony or convicted of any misdemeanor involving theft, embezzlement, or fraud.

The successful bidder shall maintain a ***roster of employees, their work assignment*** and their home address and phone number. It shall be the responsibility of the successful bidder to keep the employee roster current.

The successful bidder shall ensure that his/her ***employees do not bring children, or any other guest***, to work with them in any Town Park or Facility.

The successful bidder shall ensure that all his/her employees shall observe all Town codes and ordinances governing Town employees conduct when on Town premises.

If Town shall deem any employee as unacceptable or unsatisfactory, successful bidder shall remove such employee from the work force and shall supply suitable replacement, therefore.

4. Identification. Employees of the successful bidder shall be required to always display an ID badge while on duty in any Town Park or Facility. The ID badge shall include a photograph of the employee, the employee's name, and the name of the company he/she represents. All employees of the successful bidder who **is NOT** displaying their ID badge will not be allowed to work in any Town Park or Facility.

The successful bidder's employees shall be required to wear a distinctive uniform. This uniform must consist of a shirt bearing the company's name or logo.

Uniforms, whether shirts or full uniforms, shall be the same for all employees. Successful bidder's employees are expected to comply with the following park and facilities guidelines:

- 4.1 All clothing should be clean, in good repair, pressed and of appropriate size.
- 4.2 Clean uniforms are to be worn daily.
- 4.3 Shirts are to be properly buttoned and/or tucked into pants.
- 4.4 Headbands, shower caps, etc. are not permitted.
- 4.5 **NO** open-toed shoes, sandals, flip-flops, or other casual or lounging footwear are permitted.

- 4.6 Smoking is **NOT** permitted in or on any Town facilities.
  - 4.7 Radios of any kind (*except for 2-way devices*) are **NOT** to be used during the performance of job duties. This applies to earphone-type radios, wireless headphones or earbuds and streaming services.
  - 5. The Town of Highland Park policies prohibit discrimination based upon race, color, national origin, marital status, age, sex, or other non-merit factors. The successful bidder shall adhere to all applicable Equal Employment Opportunity policies and laws.
  - 6. **Pre-Employment Screening and Criminal History Check**. The successful bidder shall provide Town with the full legal name and maiden name (*if applicable*); date of birth; social security number; government issued driver license or personal identification card number; and legal address of all employees working in Town facilities. The successful bidder will provide Town with a complete criminal history for all full-time or part-time contact personnel no later than 10-calendar days after the employee begins work. No contract employee will be permitted to work if the criminal history reveals conviction of a felony or crime of moral turpitude. In addition to the required background check, Town requires all new employees' paperwork to be approved prior to starting within any Town facility. Contract employees must have his/her application, background check and dated verification from the government Social Security Administration verifying their legal social security number. Contractual employees will receive an access clearance level and identification approval from the Town representative.
3. **SELECTION PROCESS AND CONDITIONS OF AWARD.**
- A. **Audit**. Town reserves the right to audit the records and performance of any successful bidder during the term of the contract between Town and the successful bidder and for three (3) years after the expiration or termination of said contract.
  - B. **SUCCESSFUL BIDDER SHALL:** IN CONSIDERATION FOR THE AWARD OF THE BID, THE SUCCESSFUL BIDDER SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS TOWN AND ALL OF ITS OFFICERS, MANAGERS AND EMPLOYEES, AND ALL ENTITIES, THEIR OFFICERS, MANAGERS, AND EMPLOYEES WHO ARE PARTICIPATING THE CONTRACT FROM ALL SUITS, ACTIONS OR OTHER CLAIMS OF ANY CHARACTER, NAME AND DESCRIPTION BROUGHT FOR ON ACCOUNT OF ANY INJURIES, INCLUDING DEATH, OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON, PERSONS, OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OR FAULT OF THE SUCCESSFUL BIDDER, OR OF ANY MANAGER, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, SUBCONTRACTOR OR SUPPLIER IN THE EXECUTION OF, OR PERFORMANCE UNDER, ANY CONTRACT WHICH MAY RESULT FROM BID AWARD. SUCCESSFUL BIDDER SHALL PAY ANY JUDGEMENT WITH COST

**WHICH MAY BE OBTAINED AGAINST TOWN AND PARTICIPATING ENTITIES GROWING OUT OF SUCH INJURY OR DAMAGES.**

- C. **Termination for Default.** Town reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Town in the event of any breach or default of the contract. Town reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes Town to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting second bidder.
- D. **Acceptability.** All articles enumerated in the Bid shall be subject to inspection by a Town officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this face shall be certified to the Director of Development Services who shall have the right to reject the whole or any part of the same. Work determined to be contrary to the specifications must be replaced by the Bidder at its sole expense. All disputes concerning quality of supplies utilized in the performance of this Bid will be determined solely by the Director of Development Services or designated representative.
- E. **Remedies.** The successful Bidder and Town shall agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
- F. **Choice of Law and Venue.** The contract will be governed and construed according to the laws of the State of Texas. The contract is performable in Dallas County, Texas. Exclusive venue for any claim or legal dispute that is related to this contract in any manner shall only lie in the State of Texas District Courts or competent jurisdiction that are physically located in Dallas County, Texas.
- G. **Silence of Specification.** The apparent silence of these specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations or these specifications shall be made based on this statement.
- H. **No Prohibited Interest.** Bidder acknowledges and represents that they are aware of the laws of the State of Texas regarding conflicts of interest. No officer, whether elected or appointed, or any employee, whether full or part-time, of Town shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with

Town; or have a substantial financial interest, direct or indirect in the sale to Town of any land, materials, supplies or services.

- I. **Force Majeure.** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under the contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other caused not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties with such settlement is unfavorable in the judgment of the party having the difficulty.
- J. **Disclosure of Certain Relationships.** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, contractor, or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Town not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
- By submitting a response to this request, a vendor or contractor represents that it follows the requirements of Chapter 176 of the Texas Local Government Code.
- K. **Purchase Orders.** A purchase order(s) shall be generated by the Town Director of Administrative Services or the assigned designee to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Town shall not be responsible for any workorders placed and/or performed, outside of this contract, without



a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

- L. **Bid Security / Bond Requirements.** If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to Town, prior to commencement of any work pursuant to the contract provisions.
- M. **Funding.** Town is a home-rule municipal corporation operated and funded by an October 1 to September 30 basis, accordingly, Town reserves the right to terminate, without liability to Town, any contract for which funding is not available.
- N. **Taxes.** Town is exempt from Federal Manufacturer's Excise, and State sales taxes. **TAX MUST NOT BE INCLUDED IN BID PRICING.** Tax exemption certificates will be executed by Town and furnished upon request by the Finance Department.
- O. **Payment Terms.** Payment terms are Net 30 unless otherwise specified by Town in this document. Prompt payment discounts may be used by Town in determining the lowest responsible bidder.
- P. **Invoices.** Invoices must be submitted by the successful bidder to:

[TSPayables@hptx.org](mailto:TSPayables@hptx.org).

#### 4. **EVALUATION CRITERIA.**

- A. **Submission.** Bidders are requested to submit their proposal in accordance with the guidelines specified in this section and the specifications outlined in the RFP, however, should you wish to provide supplemental documents or information to support or clarify your proposal, you may do so in a separate document.
- B. **Timeline.** The RFP will maintain the timeline order below; changes to the timeline order below will be amended by written Addendum.
  - 1. Distribution
  - 2. Pre-Submission Meeting
  - 3. Submission of RFP-Related Questions
  - 4. Written Response to Questions (*Written Addendum*)
  - 5. Deadline for Proposal Submissions

6. Review and Evaluation of Proposals
7. Notification to Bidders
8. Contract Commencement

- C. **Contents of Proposal.** Elaborate Proposals, beyond that sufficient to present a complete and effective response, are not required and unless specifically requested (*via written Addendum*), the inclusion of corporate brochures and narratives should be sent separately from the Submission.

Bidders shall submit three (3) bound copies and one electronic copy of the Proposal, with all accompanying schedules, appendices or addenda delivered in a sealed envelope to the mailing address listed on the title page of this RFP.

Proposals submitted after the closing time or that do not follow the requirements as set forth in this RFP may not be accepted and may be returned to the Bidder.

Amendments to a Proposal may be submitted if delivered in writing prior to the closing time, marked accordingly with the Bidder's name and the RFP title.

Proposals may be withdrawn by written notice only, provided such notice is received at the Town office prior to the closing date and time. Proposals shall be valid for 90-days from submission. Proposals should be submitted according to the RFP schedule on the required date.

Bidders are required to follow all formats included herein attaching any additional appendices that may be required. Proposals should be arranged as follows:

1. **Title Page:** The title page shall show the RFP Title, closing time and date, Bidder name, address, telephone number, contact email address and the name and title of the contact person(s).
2. **Proposal Forms:** The Bidder shall complete and return with the Proposal any Proposal Forms included in this RFP in accordance with the instructions provided herein. This must be submitted within the provided format.

**D. Evaluation of Submissions.**

1. The following criteria will be considered during the evaluation process to select the Bidder best suited. This listing does not represent the order of importance of each factor:

1. The ability of Bidder to provide the services outlined in this RFP.
2. Bidder's knowledge and understanding of equipment and systems.
3. References provided by Bidder or from other clients.
4. Bidder's understanding and compliance of their Submission.
5. Cost of Services.

2. **THIS IS A BEST-VALUE BID.** Town shall evaluate each Submission on the following criteria, weighted below to show the relative importance for each criterion in considering the award of this Bid:

a. Price	40%
b. Reputation ( <i>References and/or previous experience with the Town</i> )	30%
c. Services Provided / Value Added / Responsiveness	20%
d. Sample Invoicing	<u>10%</u>
e. Grand Total – Evaluation Criteria	<b>100%</b>

**E. Submission Terms and Conditions.**

Notwithstanding any other provision in the Submission documents, Town has at its sole discretion, the unfettered right to:

- a. Accept any Proposal.
- b. Reject any Proposal.
- c. Reject all Proposals.
- d. Accept a Proposal, which is not the lowest priced Proposal.
- e. Reject a Proposal, even if it is the only Proposal received by the Town.
- f. Accept all or any part of a Proposal.
- g. Split the services between one or more Bidders if deemed necessary by Town or to exclude some services from the Award.

All Submissions of Proposals shall be irrevocable and remain open for acceptance for at least 90-days after the closing time, regardless of whether another Proposal has been accepted.

Any deviation from the requirements or the conditions specified in this RFP must be clearly marked as “***Deviations***” and placed in a separate section of the Bidder’s Proposal. Town will be the sole judge as to what constitutes an acceptable deviation. If no deviations are indicated in the Bidder’s Proposal, Town expects the Bidder to be in full compliance of the requirements and conditions stated herein.

A Proposal, which contains an error, omission, or misstatement, which contains qualifying conditions, which does not fully address all the requirements of this RFP, or which otherwise fails to conform to this RFP, may be rejected in whole or in part by Town at its sole discretion. Town may waive any non-compliance with the RFP, specifications, or any condition of anything required by the RFP and may at its sole discretion elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form required by the RFP or because they have not complied with the process for submission set out herein.

**BID PROPOSAL FORM**  
**CONTRACT LABOR SERVICES FOR TOWN PARKS AND FACILITIES**

**I. RATES.**

A. Weekly Crew Rates. Respondents shall provide a weekly crew rate that is inclusive of labor, equipment, tools, transportation, supervision, and insurance for each of the following tasks:

1. Weekly Rate (*2-Person Crew*) \$ \_\_\_\_\_.
2. Weekly Rate (*3-Person Crew*) \$ \_\_\_\_\_.
3. Twice Per Week Crew Rate (*2-Person Crew*) \$ \_\_\_\_\_.
4. Twice Per Week Crew Rate (*3-Person Crew*) \$ \_\_\_\_\_.
5. Three Times Per Week Crew Rate (*2-Person Crew*) \$ \_\_\_\_\_.
6. Three Times Per Week Crew Rate (*3-Person Crew*) \$ \_\_\_\_\_.

B. Daily Labor Rates. Respondents shall provide a daily labor hourly rate that is inclusive of labor, equipment, tools, transportation, supervision, and insurance for each of the following tasks:

1. Irrigation \$ \_\_\_\_\_ per person, per hour.
2. General Labor (*including landscape and landscape maintenance*) \$ \_\_\_\_\_ per person, per hour.
3. Tree Care Maintenance \$ \_\_\_\_\_ per person, per hour.

**II. ANNUAL RATE ESCALATION DURING PRIMARY TERM.**

A. Escalation Clause. Should market conditions prevail which dictate an increase, the successful bidder may submit documentation requesting permission to increase pricing one time per year, no later than July 31 each year under the Primary Term of the Contract. Escalation may only occur at the time written notice is provided to Town by the specified date and will only be valid upon successful bidder obtaining the written approval of Town. Requests for price adjustments on an annual basis must be solely for the purpose of accommodating an increase in the successful bidder's costs, not profit.

Bidders shall identify in this proposal their anticipated percentage of escalation during the Primary Term. The percentage identified will be a maximum value. In addition, the percentage proposed will be a factor in determining the Best Value for the Town. It is the average price over the period of the Primary Term that will be the price factor considered in the evaluation of the proposals.

Proposals with negative or no escalation is shown will be considered as 0% escalation over the duration of the Primary Term.

**B. ANTICIPATED MAXIMUM VALUE, ANNUAL ESCALATION FOR SECOND YEAR OF PRIMARY TERM:**

\_\_\_\_\_ %

**C. ANTICIPATED MAXIMUM VALUE, ANNUAL ESCALATION FOR FINAL YEAR OF PRIMARY TERM:**

\_\_\_\_\_ %

**III. RATE ESCALATION, EXTENSION BY RENEWAL TERM(S).**

- A. Escalation Clause. If approved by Town in writing, the successful bidder shall modify the rates charged to the Town to reflect any changes shown in the comparative statement delivered to the Town. This modification shall be proposed by the successful bidder at the time written notice of extension of the Contract by exercising one or more of the Renewal Terms is provided by the Town. The Town shall have authority, in its reasonable discretion, to determine the validity of any changes to the successful bidder's rates. The maximum increase allowed under this provision shall be three percent (3%) per year. The baseline hourly rate for the Renewal Terms shall be the approved hourly rate, including escalation approved by the Town, for the third year of the Primary Term.

Town cannot exercise the option to extend the Contract by one or more Renewal Terms unless the bidder completes Section II of the proposal requesting the anticipated percentage of annual escalation as specified in Section II(B) and Section II(C) above.

## TOWN OF HIGHLAND PARK CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the Town of Highland Park shall, during the term of the contract with the Town or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the Town, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage except for workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the Town for cancellation, non-renewal, or material change or modification of any policies, evidenced by return receipt or United States Mail. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
3. Provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
4. Endorsement applicable to each policy provided.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the Town, a certificate of insurance shall also be provided to the Town prior to the date the contract is renewed or extended.

### Type of Contract

Special Events

### Type and amount of Insurance

General Liability insurance for personal injury (*including death*) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage.

Statutory Workers compensation insurance as required by state law.

*(If the contractor serves alcoholic beverages)* Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

*(If high risk or dangerous activities)* Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars.

*(If automobile or limousine service is involved even if volunteers).*

	Automobile Liability with a minimum of \$1 Million Dollars combined single limit.
Public Works and Construction	<p>General Liability insurance for personal injury (<i>including death</i>) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (<i>If high risk or dangerous activities</i>) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars.</p> <p>Statutory Workers compensation insurance as required by state law.</p>
Professional Services	<p>Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.</p> <p><i>(If size or scope of project warrant)</i></p> <p>Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars.</p> <p>Statutory Workers compensation insurance as required by State law.</p>





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/05/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	ABC Insurance Brokerage 1234 Drexel Drive Highland Park, Texas 75205	CONTACT NAME: John Smith PHONE (A/C, No. Ext): 214-555-9999 E-MAIL: johnsmith@abcinsurance.com ADDRESS: _____ INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Company Name INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____	FAX (A/C, No.): 214-555-9898 NAIC #: 12345
INSURED	Your Company Name Here Address of Insured Address of Insured		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR (NSD) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (EA occurrence) \$
						MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$
<input checked="" type="checkbox"/>	POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC		987654	04/05/2019	04/05/2020	GENERAL AGGREGATE \$ 2,000,000
	OTHER					PRODUCTS - COMPROP AGG \$
						\$
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (EA accident) \$
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS		123456	04/05/2019	04/05/2020	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> Hired AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NM)		123456	04/05/2019	04/05/2020	E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 100,000
						E.L. DISEASE - POLICY LIMIT \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Town of Highland Park, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers' compensation. Provide a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

**CERTIFICATE HOLDER****CANCELLATION**

Town of Highland Park 4700 Drexel Drive Highland Park, Texas 75205	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
--------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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ACORD 25 (2014/01)

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AFFIDAVIT OF NO PROHIBITED INTEREST

THE STATE OF \_\_\_\_\_ §

THE COUNTY OF \_\_\_\_\_ §

I, \_\_\_\_\_, a member of the Contractor team, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (*Check all that apply*):

\_\_\_\_\_ Ownership of ten percent (10%) or more of the voting shares of the business entity.

\_\_\_\_\_ Ownership of Twenty-Five Thousand and 00/100 Dollars (\$25,000) or more of the fair market value of the business entity.

\_\_\_\_\_ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

\_\_\_\_\_ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars (\$25,000).

\_\_\_\_\_ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

\_\_\_\_\_ Other: \_\_\_\_\_

\_\_\_\_\_ None of the above.

Upon filing this affidavit with the Town of Highland Park, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOVT. CODE, as amended, is a member of a public body which acted on the contract.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_ and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

Notary Public in and for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2** ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7** \_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date



## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;

or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form TCG 2271

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE, CHAPTER 2271

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

SIGNED BY: \_\_\_\_\_

Print Name of Person: \_\_\_\_\_

Signing, Title, and  
Company \_\_\_\_\_

Date signed: \_\_\_\_\_

STATE OF TEXAS           §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned Notary Public on this day personally appeared \_\_\_\_\_(Name), on behalf of \_\_\_\_\_(Company) who being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN AND SUBSCRIBED TO before me, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY OF PUBLIC,  
FOR THE STATE OF TEXAS

My Commission Expires: \_\_\_\_\_

Government Code § 2271.002. Provision Required in Contract

Effective: September 1, 2019

A governmental entity may not enter a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

**The following definitions apply:**

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint-venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

(3) "Governmental entity" means a state agency or political subdivision of this State.

**State law requires verification from a Company for contracts involving goods or services (*regardless of the amount*) before the City can enter the contract.**

Contract Identifier: Request for Proposal, Parks Labor 2022-08  
Department: Development Services Department

Form TCG 2252  
VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2252

By signing below, Company hereby verifies the following:

1. Company does not engage in business with Iran, Sudan or any Foreign Terrorist Organization; and
2. Company is not listed by the Texas Comptroller as a terrorist organization as defined by Chapter 2252 of the Texas Government Code.

**SIGNED BY:** \_\_\_\_\_

**Print Name of Person:** \_\_\_\_\_

**Signing, Title, and  
Company** \_\_\_\_\_

**Date signed:** \_\_\_\_\_

STATE OF TEXAS       §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned Notary Public on this day personally appeared \_\_\_\_\_(Name), on behalf of \_\_\_\_\_(Company) who being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN AND SUBSCRIBED TO before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY OF PUBLIC,  
FOR THE STATE OF TEXAS

My Commission Expires:  
\_\_\_\_\_

Government Code § 2252.152. Prohibition on Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization.

Effective: September 1, 2017

A governmental entity may not enter a governmental contract with a company that is identified on a list that is prepared, maintained, and made available to each governmental entity by the comptroller, said list including companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

**The following definitions apply:**

(1) "Company" has the meaning assigned by Section 806.001.

(2) "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

(3) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Chapter 2254.

**State law requires verification from a Company for contracts involving goods or services (*regardless of the amount*) before the City can enter the contract.**

**Contract identifier:**    Request for Proposal, Parks Labor 2022-08  
**Department:**        Development Services Department



# TOWN OF HIGHLAND PARK

## Agenda Briefing

Council Meeting: October 4, 2022

Department: Finance & Human Resources

Presenter: Steve Alexander

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### TITLE

Consider a resolution regarding the Distribution Cost Recovery Factor proposed by Oncor Electric Delivery Company.

### BACKGROUND

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

In a prior Town action, Oncor’s rate request was suspended from taking effect for 90 days, the fullest extent permissible under the law. This time period has permitted the Town, through its participation with the Steering Committee of Cities Served by Oncor (“Steering Committee”), to determine that the proposed rate increase is unreasonable. Consistent with the recommendations of the experts engaged by the Steering Committee, Oncor’s request for a rate increase should be denied.

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

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

### RECOMMENDATION

The staff recommends approval of the resolution denying the proposed rate change.

### FINANCIAL IMPACT

Oncor will reimburse Cities for their reasonable rate case expenses.

### ATTACHMENTS:

File Name	Description
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Denying_Oncor_Electric_Delivery_Company_s_2022_Resolution.docx	Resolution Denying Rates
----------------------------------------------------------------	--------------------------

RESOLUTION NO.

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

WHEREAS, the Town of Highland Park, Texas (the “Town”) is an electric utility customer of Oncor Electric Delivery Company LLC (“Oncor” or the “Company”), and a regulatory authority with an interest in the rates and charges of Oncor; and

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

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

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

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

WHEREAS, working with the OCSC to review the rates charged by Oncor allows members to accomplish more collectively than each city could do acting alone; and

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

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

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

SECTION 2. That the Company shall continue to charge its existing rates to customers within the Town.



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

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

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

PASSED AND APPROVED this 18th day of October, 2022.

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: October 4, 2022

Department: Engineering

Presenter: Lori Chapin, P.E.

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### **TITLE**

Review and consider approval of an interlocal agreement with Dallas County for participation in the Household Hazardous Waste Program.

### **BACKGROUND**

The Town has participated with Dallas County and 16 other municipalities in the Dallas Area Household Hazardous Waste Network ("HHW Network") since its inception in 1994. The purpose of the HHW Network is to minimize or eliminate the improper disposal of household hazardous waste into landfills and/or stormwater sewers through reuse, recycling, education, collection, and disposal. Dallas County provides project management and operation of the HHW Network at the Home Chemical Collection Center (Collection Center), located at 11234 Plano Road, in Dallas, Texas.

As a participant in the County Program, Town residents can take paint, solvents, garden chemicals, cleaners, polishes, pool chemicals, batteries, automotive fluids, oil filters, florescent lights, computers, and cell phones to the Collection Center for proper disposal. There is no direct charge to the resident for this service. A driver's license and a utility bill must be presented to the Collection Center as proof of residency in a participating municipality.

As of January 2019, the Town provides three forms of HHW collection. These services include access to the Collection Center, an on-call collection service, and biannual local mobile collection events.

### **RECOMMENDATION**

Staff recommends approval of the interlocal agreement. The agreement has been reviewed by the Town Attorney.

### **FINANCIAL IMPACT**

The FY 2022-2023 budget provides \$40,000.00 funding to adequately cover the current HHW collection program costs, the on-call concierge service, and the mobile collection events.

### **ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>
HHW_ILA_for_FY_2023_-_signed_by_the_County.pdf	FY 2023 ILA HHW with Dallas County

STATE OF TEXAS           )  
COUNTY OF DALLAS       )

AGREEMENT BETWEEN HIGHLAND PARK AND DALLAS COUNTY

WITNESSETH:

WHEREAS, the Town of Highland Park Texas, (the "City") wishes to enter into this agreement (the "Agreement") to join the Dallas Area Household Hazardous Waste Network (the "HHW Network") to coordinate the planning and implementation of a hazardous waste collection program from October 1, 2022, through September 30, 2023, with options to renew for four additional one-year terms; and

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

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

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

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

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

PURPOSE:

It is the desire of the City to voluntarily join with the County and other interested jurisdictions, to participate in a Household Hazardous Waste ("HHW") collection program as a continuation of the 1994-2022 program. The terms and conditions set forth within this Agreement provide the cooperative framework for the City and the County to undertake a variety of activities necessary to coordinate the planning and implementation of a HHW

collection program and to provide public education aimed at decreasing the generation of HHW.

### GENERAL CONDITIONS:

The specific Scope of Services (see attached **Exhibit A2023**) has been reviewed and approved by the HHW Network. The parties agree **Exhibit A2023** is incorporated herein for all purposes. Any and all changes having a financial impact must be approved in advance by a mutually executed letter of agreement between the City and the County. Each letter of agreement, upon full execution, will become an addendum to this Agreement which is automatically incorporated upon mutual execution of the parties.

#### I. TERM

The Term of this Agreement will begin on the date executed below by the parties and continue until September 30, 2023.

#### II. NOTICE

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

Dallas County Contact

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

With Copy to:

Russell Roden  
Chief, Civil Division  
Dallas County  
District Attorney's Office  
411 Elm Street

City Contact (Name, Title, Address, Phone, Fax)

Bill Lindley  
Town Administrator  
Town of Highland Park  
4700 Drexel Drive  
Highland Park, TX 75205  
Ph. 214-559-9444

With Copy to:

Matthew C. G. Boyle  
Town Attorney  
4201 Wingren Drive, Suite 108  
Irving, TX 75062



5<sup>th</sup> Floor  
Dallas, Texas 75202

### III. COUNTY RESPONSIBILITIES

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

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

### IV. CITY RESPONSIBILITIES

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

1. A sum not to exceed \$ 40,000.00 for disposal, setup, operational, capital and transportation costs for HHW collection for residents of the City, during the period from October 1, 2022 through September 30, 2023. This figure is based on the program's annual budget contained in **Exhibit B2023** which is incorporated herein for all purposes.
  - a) The City agrees collection, setup, and disposal costs will be paid after-the-fact, based on actual usage by the City at events and at the Collection Center.
  - b) The City agrees operational and capital costs must be paid quarterly in advance.
  - c) In the event of early withdrawal, the operational and capital costs will not be pro-rated for partial quarter participation but will become immediately due and payable in full.
2. Evidence that funding has been committed and encumbered which will be

available for the obligations set forth herein in an appropriate form (City Council resolution, approved line item budget, letter from department head or other official authorized to encumber funds, etc.).

3. A request to the County in writing when the City wishes a collection event to be held within the City's jurisdiction and assistance in obtaining HHW collection site location(s), community support, volunteers, and volunteer amenities for the requested event.
4. Onsite representation at HHW collection(s) within its jurisdiction.
5. Notification to the County in writing at least sixty (60) days prior to withdrawal from this agreement by the City.
6. One representative and one alternate on the HHW Network to attend Network meetings and participate in the decision-making process.

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

## V. HHW NETWORK RESPONSIBILITIES

Under the Bylaws of the HHW Network as included in **Exhibit C2023** which is incorporated herein for all purposes, the HHW Network will:

1. Provide guidance and direction to the Program Manager in the selection of a HHW disposal contractor, in identifying and selecting waste disposal options, in advertising HHW collections, and in developing and implementing a HHW public awareness program.
2. Create a Finance Committee, composed of those HHW Network members that contribute funds, to make recommendations to the HHW Network regarding expenditures of funds for the HHW Program.
3. Provide guidance and direction to the Program Manager in scheduling community HHW collection events. The HHW Network will attempt to honor all requests from member cities wishing to host a community HHW collection event. Should insufficient dates be available to accommodate all such requests, the number of



events hosted by a single member City annually may be scheduled at a rate that is proportional to that City's share of single family households served.

4. Pay for all routine maintenance at the Collection Center and be responsible for capital additions necessitated by program operations.

## VI. LIABILITY

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

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

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

## VII. RENEWAL, CANCELLATION AND AMENDMENTS

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

Notwithstanding anything to the contrary herein, County's obligations contained in this Agreement and any extension hereto are expressly contingent upon the availability of funding for each item and obligation. Neither the State of Texas nor any City or any other



person or entity will have any cause of action against the County of Dallas regarding this Agreement in the event that the County is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding from any source utilized to fund this Agreement or failure of any funding party, including the County, to budget or authorize funding for this Agreement during the current or future fiscal years. In the event of insufficient funding by County or any other funding entity, or if funding for this Agreement is terminated, limited, suspended or withdrawn, or if funds become unavailable in whole or part, the County, at its sole discretion, will have the right, but not the obligation, to terminate County's obligations herein and withdraw from this Agreement with at least sixty (60) days prior written notice to the other HHW Network entities. Nothing herein will prevent the County, in its sole discretion, from providing funding from a separate source.

#### VIII. PAYMENT

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

#### IX. AMENDMENTS AND CHANGES IN THE LAW:

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

#### X. SEVERABILITY:

If any provision of this Agreement is construed to be illegal or invalid, this will not



affect the legality or validity of any of the other provisions herein. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions will continue and be given effect as if the illegal or invalid provisions had never been incorporated.

XI. SIGNATORY WARRANTY:

This Agreement has been authorized by the City through a duly enacted resolution passed by the City Council. The person or persons signing and executing this Agreement on behalf of City, or representing themselves as signing and executing this Agreement on behalf of City, do hereby warrant and guarantee that he, she or they have been duly authorized by City to execute this Agreement on behalf of City and to validly and legally bind City to all terms, performances and provisions herein set forth.

XII. ENTIRE AGREEMENT:

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

XIII. BINDING EFFECT:

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

XIV. FEDERAL OR STATE FUNDED PROJECT:

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

XV. DEFAULT/CUMULATIVE RIGHTS/MITIGATION:

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

XVI. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:

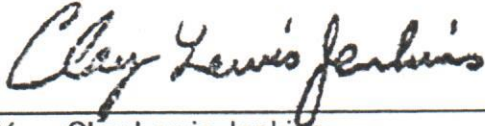
This Agreement may be executed in multiple counterparts, each of which will be considered an original, but all of which will constitute one and the same instrument. Words of any gender used in this Agreement will be held and construed to include any other gender, and any words in the singular will include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

HHW Interlocal Agreement 2023

The County of Dallas, State of Texas, has executed this Agreement pursuant to Commissioners Court Order 2022-0661 passed on the 21 day of June,

COUNTY:

EXECUTED THIS 22 DAY OF July, 2022.



BY: Clay Lewis Jenkins  
County Judge  
Dallas County, Texas

RECOMMENDED BY:

Digitally signed by Christopher Hooper  
DN: cn=Christopher Hooper, o, ou,  
email=Christopher.Hooper@dallascounty.org, c=US  
Date: 2022.07.08 08:59:31 -05'00'

BY: Chris Hooper  
Director  
Consolidated Services  
Dallas County, Texas

APPROVED AS TO FORM\*:

John Cruezot  
District Attorney  
Dallas County, Texas

Digitally signed by /s/ Lacey Lucas #385  
Date: 2022.07.07 10:41:20 -05'00'

BY: Lacey Lucas  
Assistant District Attorney  
Civil Division  
Dallas County, Texas

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

HHW Interlocal Agreement 2023

CITY:

The Town of Highland Park has executed this Agreement pursuant to Resolution Number \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
BY: Bill Lindley  
Town Administrator

APPROVED AS TO FORM:

\_\_\_\_\_  
BY: Matthew C. G. Boyle  
Town Attorney



## **Exhibit A2023 Scope of Services**

### **Overview**

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

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

### **Strategy**

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

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

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

Dallas County will provide office space, a Collection Center site, project management, and a mobile unit. The HHW Program Manager and staff must be County employees, whose salaries and benefits are funded by the participating cities and/or



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

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

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

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

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

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



exceed budget limit.

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

### **Program Objectives**

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

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

### **Special Training Requirements**

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

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

### **Records and Reporting**

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

### **Program Goals**

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



## Exhibit B2023

## FY2023 HHW PROGRAM BUDGET SUMMARY

This exhibit summarizes the total program funding for fiscal year 2023 ("FY23") as approved by the Dallas Area Household Hazardous Waste Network at its regular meeting on March 31, 2022 and the Dallas County Commissioners Court on June 21, 2022.

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

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

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

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

BUDGET SECTION	CITY FUNDING
<b>OPERATIONAL BUDGET</b>	
Personnel Costs	\$ 581,001
Operating Costs	\$ 210,325
<b>CAPITAL EXPENSE BUDGET</b>	\$ 93,000
<b>COLLECTION / DISPOSAL BUDGET</b>	\$ 1,158,000
<b>TOTAL PROGRAM BUDGET</b>	<b>\$2,042,326</b>

**Proportional Shares of FY2023 Operational and Capital Budget \***  
Based on Estimated SINGLE FAMILY HOUSING UNITS \*\*

City	Service Area Based on Single Family Households as per Current Estimates**	Percent of Service Area	FY22 Annual Share of Operational and Capital Budgets*	FY23 Annual Share of Operational and Capital Budgets*	FY23 Quarterly Share of Operational and Capital Budgets*
Addison	1,794	0.36%	\$ 2,479	\$2,937	\$734.25
Dallas	238,164	48.11%	\$ 391,795	\$391,779	\$97,944.75
De Soto	16,034	3.24%	\$ 22,155	\$26,389	\$6,597.25
Duncanville	11,436	2.31%	\$ 16,071	\$18,816	\$4,704.00
Farmers Branch	8,852	1.79%	\$ 12,092	\$14,581	\$3,645.25
Garland	62,807	12.69%	\$ 89,745	\$103,343	\$25,835.75
Highland Park	3,078	0.62%	\$ 4,807	\$5,054	\$1,263.50
Irving	42,602	8.60%	\$ 58,878	\$70,037	\$17,509.25
Mesquite	37,001	7.47%	\$ 54,292	\$60,835	\$15,208.75
Richardson	31,564	6.38%	\$ 42,360	\$51,959	\$12,989.75
Rowlett	18,957	3.83%	\$ 26,208	\$31,194	\$7,798.50
Sachse	7,638	1.54%	\$ 10,587	\$12,546	\$3,136.50
Seagoville	3,908	0.79%	\$ 5,333	\$6,438	\$1,609.50
Sunnyvale	2,667	0.54%	\$ 2,554	\$4,402	\$1,100.50
University Park	7,568	1.53%	\$ 10,437	\$12,464	\$3,116.00
Wilmer	937	0.19%	\$ 1,277	\$1,552	\$388.00
<b>TOTAL</b>	<b>495,007</b>	<b>100%</b>	<b>\$751,070</b>	<b>\$814,326</b>	<b>\$203,581.50</b>



**Exhibit C2023****BYLAWS OF THE DALLAS AREA HOUSEHOLD HAZARDOUS WASTE NETWORK****Article I: Name**

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

**Article II: Mission**

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

**Article III: Members**

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

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

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

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

**Article IV: Meetings**

The HHW Network will meet as required to conduct its business. All HHW Network meetings must be public meetings open to all participants. The Project Manager of the

HHW Network must establish an email list for notification of all meetings, and must include on this list any individual that requests notification.

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

#### **Article V: Voting**

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

#### **Article VI: Officers and Committees**

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

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

#### **Article VII: Amendments**

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

## Exhibit D2023

**II. AMENDED PROVISIONS**

- A. The term of the Agreement shall be October 1, 2022, through September 30, 2023.
- B. The language contained in Paragraph 1, *Section IV. City Responsibilities* shall be deleted in its entirety and replaced with the following language:
  - 1. "A sum not to exceed \$40,000.00 for disposal, setup, operational, capital, and transportation costs for HHW collection for residents of the Town during the period from October 1, 2022, through September 30, 2023. This figure is based on the program's annual budget contained in **Exhibit B2023** which is incorporated herein for all purposes.
    - a. Collection, setup, and disposal costs will be paid after-the-fact, based on actual usage by the City at events and at the collection center.
    - b. Local Mobile Collection, up to twice annually, dates to be determined and agreed upon by both parties.
    - c. On-call collection for Town residents within a 24-hour notice to the County before scheduled pickup.
    - d. Operational and capital costs shall be paid quarterly in advance.
    - e. In the event of early withdrawal, the operational and capital costs will not be pro-rated for partial quarter participation but will become immediately due and payable in full."



# **TOWN OF HIGHLAND PARK**

## **Agenda Briefing**

Council Meeting: October 4, 2022

Department: Fiscal & Human Resources

Presenter: Karen Kurtin

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### **TITLE**

Review and discuss the monthly Financial and Investment Reports for the period ending July 31, 2022.

### **BACKGROUND**

The Financial and Investment Report is for the period ending July 31, 2022, which marks the completion of the tenth month of the 2021-22 fiscal year. Therefore, the Year-to-Date percentage for budgetary comparison purposes is 83.3%.

General and Utility Fund combined revenues amount to \$36,023,230 which is 94.5% of the annual budgeted amounts.

The General and Utility Fund combined expenditures and encumbrances amount to \$33,416,701 or 86.3% of the Fiscal Year 2021-22 Combined Budget. Discussion about specific revenue and expenditure categories is included in the accompanying report.

These reports were provided to the Finance & Audit Advisory Committee on September 23, 2022.

### **RECOMMENDATION**

No action is required by the Town Council as the item is provided only for discussion.

### **FINANCIAL IMPACT**

None.

### **ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>
Combined_Financial_and_Investment_Report_July_2022.pdf	Combined Financial and Investment Report July 2022



# Monthly Financial Report

for the period ending

July 31, 2022



THE TOWN OF

*Highland Park*  
TEXAS

*An American Community Making a Difference*

## OVERVIEW

As of July 31, 2022, General and Utility Fund combined revenues are \$36,023,230. This is 94.5% of the annual budgeted amounts.

Combined expenses and encumbrances of \$33,416,701 are 86.3% of the annual budget. July 31st marks the tenth month of the FY 2022 Budget Year. Therefore, the year to date budget percentage for budgetary comparison is 83.3%.

## YEAR TO DATE (YTD) ACTIVITY

- **Property Taxes** are 99.9% of the YTD projection
- ▲ **Sales Taxes** are 161.6% of the YTD projection
- ▲ **Building Permits** are 137.8% of the YTD projection
- ▲ **Water Sales** are 108.0% of the YTD projection

## COMPARISON TO LAST YEAR

- ▲ **Property Taxes** are 101.7% of prior year
- ▲ **Sales Taxes** are 131.6% of prior year
- ▲ **Building Permits** are 105.6% of prior year
- ▲ **Water Sales** are 120.0% of prior year

# GENERAL FUND REVENUES

Revenue Signal Key	
<span style="color: green;">●</span>	> 100% of Projected
<span style="color: orange;">●</span>	95-100% of Projected
<span style="color: red;">●</span>	< 95% of Projected

	July 2022				Year To Date as of July 2022				Year To Date as of July 2022			Year To Date as of July 2021		
	Signal	Actual	Projected	%	Signal	Actual	Projected	%	Actual	Budget	%	Actual	Budget	%
Property Taxes	<span style="color: red;">●</span>	\$ 50,640	\$ 65,531	77.3%	<span style="color: orange;">●</span>	\$ 15,434,319	\$ 15,442,267	99.9%	\$ 15,434,319	\$ 15,495,731	99.6%	\$ 15,175,642	\$ 14,922,693	101.7%
Sales Taxes	<span style="color: green;">●</span>	560,347	352,055	159.2%	<span style="color: green;">●</span>	5,818,817	3,600,858	161.6%	5,818,817	4,278,043	136.0%	4,422,654	3,600,000	122.9%
Mixed Beverage Taxes	<span style="color: green;">●</span>	48,375	33,615	143.9%	<span style="color: green;">●</span>	402,719	313,483	128.5%	402,719	375,988	107.1%	352,163	319,998	110.1%
Franchise Fees	<span style="color: red;">●</span>	11,597	16,908	68.6%	<span style="color: green;">●</span>	838,710	787,506	106.5%	838,710	918,868	91.3%	784,518	916,811	85.6%
Licenses and Permits	<span style="color: green;">●</span>	128,406	112,880	113.8%	<span style="color: green;">●</span>	1,357,386	1,008,174	134.6%	1,357,386	1,260,715	107.7%	1,300,421	1,262,194	103.0%
Charges for Services	<span style="color: red;">●</span>	108,084	140,409	77.0%	<span style="color: red;">●</span>	1,145,491	1,381,097	82.9%	1,145,491	1,648,693	69.5%	1,140,989	1,504,349	75.8%
Fines and Forfeitures	<span style="color: red;">●</span>	16,764	35,398	47.4%	<span style="color: red;">●</span>	223,301	392,145	56.9%	223,301	466,200	47.9%	193,381	472,491	40.9%
Earnings on Investments	<span style="color: green;">●</span>	17,544	5,147	340.9%	<span style="color: green;">●</span>	70,141	51,473	136.3%	70,141	61,767	113.6%	52,192	96,001	54.4%
Miscellaneous	<span style="color: green;">●</span>	41,555	38,110	109.0%	<span style="color: green;">●</span>	608,246	372,104	163.5%	608,246	446,325	136.3%	631,335	366,858	172.1%
Transfers	<span style="color: green;">●</span>	640,000	640,000	100.0%	<span style="color: green;">●</span>	1,280,000	1,280,000	100.0%	1,280,000	1,280,000	100.0%	1,326,300	1,326,300	100.0%
Total Revenues	<span style="color: green;">●</span>	\$ 1,623,312	\$ 1,440,053	112.7%	<span style="color: green;">●</span>	\$ 27,179,130	\$ 24,629,107	110.4%	\$ 27,179,130	\$ 26,232,330	103.6%	\$ 25,379,595	\$ 24,787,695	102.4%

## YEAR TO DATE OVERVIEW

Through July 31st, General Fund non-property tax revenues of \$11,744,811 are \$2,557,971 more than originally projected. Total revenues (including Property Taxes) are \$2,550,023 more than projected and are up 7.1% compared to the same period in the prior fiscal year.

## PROPERTY TAXES

Tax collections of \$15,434,319 year to date have been received. Year to date, 99.9% of the annual budget has been collected. In the prior fiscal year 101.7% had been collected at this time.

## SALES TAXES

Total revenues of \$5,818,817 are \$2,217,959 more than projected year to date. Current year revenue is \$1,396,163 more than this time last year.

## MIXED BEVERAGE TAXES

Mixed Beverage Tax receipts of \$402,719 are \$89,236 more than projected for this time of the year and \$50,556 more than this time last year. Mixed Beverage Taxes are received monthly.

## FRANCHISE FEES

Franchise Fees total \$838,710 which is \$51,204 more than projected and up \$54,192 when compared to the amount received during the same period in the prior fiscal year. Franchise Fees are received monthly and quarterly with the exception of the Natural Gas franchise fee, which is one-time payment received each year in the month of February.

## LICENSES AND PERMITS

Revenues of \$1,357,386 are \$349,212 more than projected year to date, and are \$56,965 more than the amount received prior year to date. Licenses and permits accounts primarily for building permits, but also includes electrical and alarm permits as well as beverage and carriage service licenses.

## CHARGES FOR SERVICES

Revenues of \$1,145,491 are (\$235,606) less than projected year to date, primarily due to a decrease in ticket revenue. Revenues are more than the previous fiscal year by \$4,502.

## FINES AND FORFEITURES

Total revenues of \$223,301 are (\$168,844) less than projected through the end of July and \$29,920 more than the same period in the prior fiscal year.

## EARNINGS ON INVESTMENTS

Interest earnings of \$70,141 are \$18,668 more than projected.

## MISCELLANEOUS REVENUES

Total revenues of \$608,246 are up \$236,142 from the amount projected through July. Miscellaneous revenues include penalties on delinquent property taxes, tower lease rental charges, donations, contributions, and other non-major revenues. The increase is related to the donation of \$110,000 received from the Highland Park Quality of Life Foundation as well as hold over payments from TMobile for tower lease rentals and unanticipated revenues for damage to Town property.

## TRANSFERS

Biannual transfers consist of a reimbursement from the Utility Fund for the fund's share of G&A expenses and a transfer from the Court Security Fund to reimburse the General Fund for payroll related



# GENERAL FUND EXPENDITURES

## YEAR TO DATE OVERVIEW

July 31, 2022, marks the tenth month of the FY 2022 budget year. The year to date budget percentage for budgetary comparison is therefore 83.3%. Total General Fund expenditures and encumbrances of \$24,444,490 are 87.2% of the annual budget.

## ADMINISTRATION

Administration has expended and encumbered 78.6% of the departmental budget or \$611,803.

## PUBLIC SAFETY

Public Safety expended and encumbered 84.6% of the departmental budget or \$11,738,866.

## DEVELOPMENT SERVICES

Development Services expended and encumbered 75.0% of the departmental budget or \$244,289.

## PARKS

Parks has expended and encumbered \$1,509,583 or 88.7% of the departmental budget.

## FINANCE

Finance has expended and encumbered \$780,546 or 81.2% of the departmental budget.

## BUILDING INSPECTION

Building Inspection has expended and encumbered \$597,178 or 75.4% of the departmental budget.

## NON-DEPARTMENTAL

Non-Departmental has expended and encumbered \$486,086 or 90.5% of the departmental budget.

## INFORMATION TECHNOLOGY

Information Technology has expended and encumbered \$664,323 or 90.3% of the departmental budget.

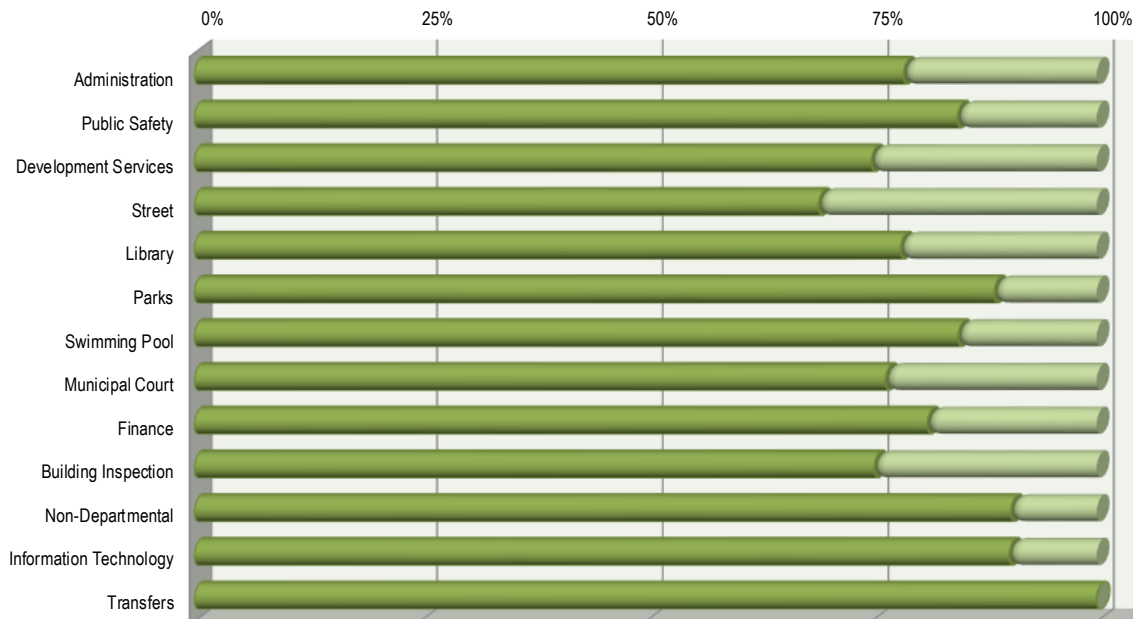
## TRANSFERS

Biannual transfers include a transfer to the CIP Fund for infrastructure maintenance / rehabilitation. Transfers to the Equipment and Technology Replacement Funds accumulate resources for future equipment and technology purchases. A transfer to the Building Maintenance Fund supports the operational and maintenance budgets of Town Hall and the Service Center. Transfers to the Internal Service Funds occur once a year in January.

	Year To Date as of July 2022			Year To Date as of July 2021		
	Actual	Annual Budget	% of Budget	Actual	Annual Budget	% of Budget
Administration	\$ 611,803	\$ 778,325	78.6%	\$ 639,190	\$ 787,656	81.2%
Public Safety	11,738,866	13,878,407	84.6%	10,909,919	13,439,034	81.2%
Development Services	244,289	325,527	75.0%	398,179	562,003	70.8%
Street	348,206	503,315	69.2%	276,489	334,172	82.7%
Street Lighting	-	-	-	131,120	185,480	70.7%
Library	686,978	877,714	78.3%	661,387	867,909	76.2%
Parks	1,509,583	1,702,691	88.7%	1,516,873	1,662,699	91.2%
Swimming Pool	179,073	211,532	84.7%	131,466	199,422	65.9%
Municipal Court	397,606	519,049	76.6%	392,154	522,561	75.0%
Finance	780,546	960,717	81.2%	779,120	958,024	81.3%
Building Inspection	597,178	792,414	75.4%	768,969	791,431	97.2%
Non-Departmental	486,086	537,093	90.5%	482,653	508,729	94.9%
Information Technology	664,323	735,632	90.3%	535,987	602,812	88.9%
Transfers	6,199,953	6,199,953	100.0%	3,912,779	3,912,779	100.0%
Total Expenditures	\$ 24,444,490	\$ 28,022,369	87.2%	\$ 21,536,285	\$ 25,334,711	85.0%

YTD Expenditures & Encumbrances Compared to Annual Budget

Actual



# UTILITY FUND REVENUES

Revenue Signal Key	
●	> 100% of Projected
●	95-100% of Projected
●	< 95% of Projected

	July 2022				Year To Date as of July 2022				Year To Date as of July 2022			Year To Date as of July 2021		
	Signal	Actual	Projected	%	Signal	Actual	Projected	%	Actual	Budget	%	Actual	Budget	%
Water Sales	●	\$ 1,113,833	\$ 778,506	143.1%	●	\$ 5,920,429	\$ 5,483,464	108.0%	\$ 5,920,429	\$ 7,379,679	80.2%	\$ 4,934,835	\$ 7,266,056	67.9%
Sanitary Sewer Charges	●	298,510	255,368	116.9%	●	2,357,426	2,354,306	100.1%	2,357,426	2,909,640	81.0%	2,281,720	2,973,969	76.7%
Other Charges for Service	●	1,310	3,855	34.0%	●	36,566	38,547	94.9%	36,566	46,256	79.1%	34,512	45,293	76.2%
Licenses and Permits	●	4,480	5,275	84.9%	●	51,445	52,745	97.5%	51,445	63,294	81.3%	54,175	62,347	86.9%
Fines and Forfeitures	●	6,861	7,000	98.0%	●	51,472	48,714	105.7%	51,472	62,623	82.2%	48,536	68,666	70.7%
Earnings on Investments	●	11,432	3,686	310.1%	●	48,074	36,858	130.4%	48,074	44,229	108.7%	48,201	86,713	55.6%
Miscellaneous	●	47	167	28.1%	●	14,388	1,667	863.1%	14,388	1,002,000	1.4%	1,876	2,000	93.8%
Transfers	●	182,150	182,150	100.0%	●	364,300	364,300	100.0%	364,300	364,300	100.0%	349,857	349,857	100.0%
Total Revenues	●	\$ 1,618,623	\$ 1,236,007	131.0%	●	\$ 8,844,100	\$ 8,380,601	105.5%	\$ 8,844,100	\$ 11,872,021	74.5%	\$ 7,753,712	\$ 10,854,901	71.4%

## YEAR TO DATE OVERVIEW

Total Utility Fund operational revenues (excluding transfers) of \$8,479,800 are \$463,499 more than projected year to date and are up 14.5% when compared to the amount received through the same period in the prior year.

## WATER SALES

Revenues totaling \$5,920,429 are \$436,965 more than projected year to date. Water sales are up about \$985,594 when compared to the amount of revenue generated during the same period last year.

## SEWER CHARGES

Revenues of \$2,357,426 are \$3,120 more than projected through the end of July. Revenues for sanitary sewer are up \$75,706 when compared to this same period for the previous fiscal year. Sanitary sewer billings are driven by water consumption.

## OTHER CHARGES FOR SERVICES

Year to date revenues of \$36,566 are (\$1,981) less than projected. This revenue source is primarily driven by charges for meter installations.

## LICENSES AND PERMITS

Licenses and permits revenue (i.e. Plumbing Permits) of \$51,445 or (\$1,300) less than projected and (\$2,730) less than the amount received through the same period of the prior fiscal year.

## FINES AND FORFEITURES

Revenues (penalties assessed on past due utility bills) of \$51,472 are \$2,758 more than the year to date projection. Late payment penalty revenue is driven by payment timing and the size of the past due balance.

## EARNINGS ON INVESTMENTS

Interest earnings are \$48,074 and \$11,216 above projection.

## MISCELLANEOUS REVENUE

Miscellaneous Revenue accounts for contributions, cost sharing related to repairs, maintenance, and capital projects from outside organizations.

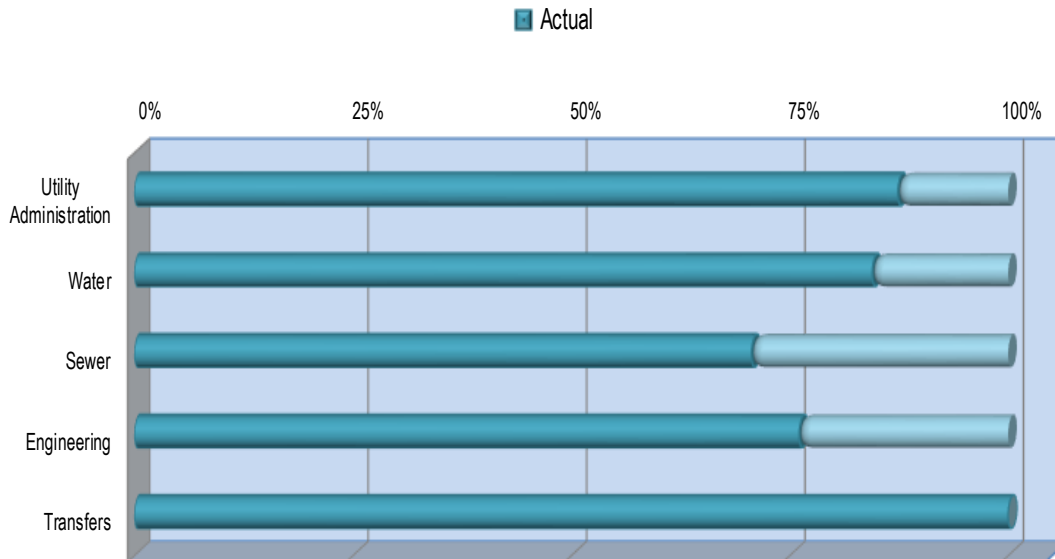
## TRANSFERS

Biannual transfers consist of a transfer from the Solid Waste Fund for reimbursement of the Solid Waste Fund's share of Utility Fund admin costs. Additionally, transfers from the Capital Project and Storm Water Drainage Funds offset related Engineering services.

# UTILITY FUND EXPENDITURES

	Year To Date as of July 2022			Year To Date as of July 2021		
	<u>Actual</u>	<u>Annual Budget</u>	<u>% of Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>% of Budget</u>
Utility Administration	\$ 441,880	\$ 505,700	87.4%	\$ 440,595	\$ 547,695	80.4%
Water	4,501,865	5,330,791	84.5%	3,948,903	5,830,091	67.7%
Sewer	1,585,675	2,245,079	70.6%	1,541,077	2,637,446	58.4%
Engineering	527,104	692,837	76.1%	588,061	685,110	85.8%
Transfers	1,915,687	1,915,687	100.0%	1,972,466	1,972,466	100.0%
Total Expenses	\$ 8,972,211	\$ 10,690,094	83.9%	\$ 8,491,102	\$ 11,672,808	72.7%

YTD Expenditures & Encumbrances Compared to Annual Budget



## OVERVIEW

July 31, 2022, marks the tenth month of FY 2022 budget year. The year to date budget percentage for budgetary comparison is therefore 83.3%. Year to date expenditures, plus encumbrances and less non-cash expenditures of depreciation and bad debts, total \$8,972,211 or 83.9% of annual budget.

## UTILITY ADMINISTRATION

The Utility Administration budget expended and encumbered is \$441,880 which represents 87.4% of the departmental operating budget.

## WATER

At \$4,501,865 the Water Department has expended and encumbered 84.5% of the annual budget amount and includes \$1,648,894 related to capital improvements.

## SEWER

At \$1,585,675 the Sewer Department has expended and encumbered 70.6% of the annual budget amount, of which \$351,375 relate to capital improvements.

## ENGINEERING

The Engineering budget expended and encumbered \$527,104 which represents 76.1% of the departmental operating budget.

## TRANSFERS

Biannual transfers to other funds include a transfer to the General Fund for the Utility Fund's share of General Fund G&A expenses and a transfer to the CIP Fund based on 5% of water and sanitary sewer revenues. A transfer to the Building Maintenance Fund is made for the Utility Fund's share of building maintenance expenditures, and a transfer to the Equipment and Technology Replacement Funds is made to fund future equipment and technology purchases. Total transfers to the Internal Service Funds occur once a year, in the month of January.

# WORKING CAPITAL SUMMARY

<b>Fund</b>	<b>Working Capital (1)</b>	<b>Dedicated Funds (2)</b>	<b>Available Working Capital (3)</b>	<b>Outstanding Encumbrances</b>
General Fund	\$ 11,246,720	\$ 3,978,330	\$ 7,268,390	\$ 554,666
Reserve Fund (4)	10,188,651	10,188,651	-	-
Utility Fund	9,323,530	1,910,028	7,413,502	2,388,798
Solid Waste Fund	290,473	290,473	-	3,712
Capital Projects Fund	11,679,418	11,679,418	-	5,694,469
Equipment Replacement Fund	3,815,111	3,815,111	-	319,539
Technology Replacement Fund	3,773,494	3,773,494	-	242,568
Storm Water Drainage Utility Fund	2,841,802	2,841,802	-	362,614
Building Maintenance Fund	1,367,577	1,367,577	-	36,857
Municipal Court Technology Fund	117,191	117,191	-	384
Municipal Court Security Fund	27,529	27,529	-	-
DPS Technology Fund	274,363	274,363	-	-
Other Funds	419,666	419,666	-	8,217
	<u>\$ 55,365,525</u>	<u>\$ 40,683,633</u>	<u>\$ 14,681,892</u>	<u>\$ 9,611,824</u>

- (1) Working Capital is defined as current assets less current liabilities. The Working Capital totals have not been reduced by outstanding encumbrances because expenditures are recognized in the period the liability is incurred. As July 31, 2022, the Town had a total of \$9,611,824 in outstanding encumbrances.
- (2) Dedicated funds represent the amount of Working Capital that has been reserved to comply with financial management policies, special purpose, or lawful requirements.
- (3) Available Working Capital is the amount of Working Capital in excess of dedicated funds.
- (4) The Reserve Fund holds proceeds from land sales completed by the Town.

## CASH AND INVESTMENTS

The market value of the Town's investment portfolio at July 31, 2022 was \$57,143,124. This amount is 100.00% of the recorded book value of \$57,143,124. The Town's investment practice is to invest funds for specific maturity or call dates (passive investment management), rather than buy and sell based upon market conditions (active investment management). The total portfolio yield is 1.49%.

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Steven J. Alexander  
Chief Financial Officer

**TOWN OF HIGHLAND PARK  
FINANCIAL STATEMENT  
AS OF: JULY 31, 2022 (Unaudited)**

	<b>ANNUAL BUDGET</b>	<b>CURRENT PERIOD</b>	<b>Y-T-D ACTUAL</b>	<b>% OF BUDGET</b>	<b>Y-T-D ENCUMB.</b>	<b>BUDGET BALANCE</b>
<b>01 -GENERAL FUND</b>						
<b>REVENUE SUMMARY</b>						
31-TAXES	20,149,762	659,362	21,655,855	107.47	-	(1,506,093)
32-FRANCHISE FEES	918,868	11,597	838,710	91.28	-	80,158
33-LICENSES & PERMITS	1,260,715	128,406	1,357,386	107.67	-	(96,671)
34-CHARGES FOR SERVICE	1,648,693	108,084	1,145,491	69.48	-	503,202
35-FINES & FORFEITS	466,200	16,764	223,301	47.90	-	242,899
36-EARNINGS ON INVESTMENT	61,767	17,544	70,141	113.56	-	(8,374)
37-SALE OF ASSETS	1,000	8,191	8,191	819.10	-	(7,191)
38-MISCELLANEOUS	445,325	33,364	600,055	134.75	-	(154,730)
39-TRANSFERS	1,280,000	640,000	1,280,000	100.00	-	-
<b>*** TOTAL REVENUES ***</b>	<b><u>26,232,330</u></b>	<b><u>1,623,312</u></b>	<b><u>27,179,130</u></b>	<b><u>103.61</u></b>	<b><u>-</u></b>	<b><u>(946,800)</u></b>
<b>EXPENDITURE SUMMARY</b>						
01-ADMINISTRATION	778,325	55,257	608,269	78.61	3,534	166,522
02-PUBLIC SAFETY	13,878,407	1,435,040	11,693,533	84.58	45,333	2,139,541
04-TOWN SERVICES	325,527	29,183	273,830	75.04	(29,541)	81,238
05-STREET	503,315	33,001	330,416	69.18	17,790	155,109
07-LIBRARY	877,714	86,605	677,292	78.27	9,686	190,736
08-PARKS & RECREATION	1,702,691	134,396	1,471,703	88.66	37,880	193,108
09-SWIMMING POOL	211,532	64,420	177,990	84.66	1,083	32,459
10-MUNICIPAL COURT	519,049	48,779	398,060	76.60	(454)	121,443
11-FINANCE	960,717	92,172	809,254	81.25	(28,708)	180,171
12-BUILDING INSPECTION	792,414	75,072	590,205	75.36	6,973	195,236
15-NON-DEPARTMENTAL	537,093	30,631	477,768	90.50	8,318	51,007
17-INFORMATION TECHNOLOG	735,632	45,085	596,307	90.31	68,016	71,309
50-INTERFUND TRANSFERS	6,199,953	1,423,963	6,199,953	100.00	-	-
<b>*** TOTAL EXPENDITURES ***</b>	<b><u>28,022,369</u></b>	<b><u>3,553,604</u></b>	<b><u>24,304,580</u></b>	<b><u>87.23</u></b>	<b><u>139,910</u></b>	<b><u>3,577,879</u></b>

**TOWN OF HIGHLAND PARK  
FINANCIAL STATEMENT  
AS OF: JULY 31, 2022 (Unaudited)**

		<b>ANNUAL BUDGET</b>	<b>CURRENT PERIOD</b>	<b>Y-T-D ACTUAL</b>	<b>% OF BUDGET</b>	<b>Y-T-D ENCUMB.</b>	<b>BUDGET BALANCE</b>
<b>01 -GENERAL FUND - DETAIL</b>							
<b>REVENUES</b>							
<b>31-TAXES</b>							
3110	PROPERTY TAXES-CURRENT YEAR	15,445,183	50,220	15,410,964	99.78	-	34,219
3111	PROPERTY TAXES-PRIOR YEARS	50,548	420	23,355	46.20	-	27,193
3113	SALES TAX REVENUE	4,278,043	560,347	5,818,817	136.02	-	(1,540,774)
3114	MIXED BEVERAGE	375,988	48,375	402,719	107.11	-	(26,731)
<b>*** REVENUE CATEGORY TOTALS ***</b>		<b>20,149,762</b>	<b>659,362</b>	<b>21,655,855</b>	<b>107.47</b>	<b>-</b>	<b>(1,506,093)</b>
<b>32-FRANCHISE FEES</b>							
3260	FRANCHISE FEE - PEG FEES	20,782	4,185	17,461	84.02	-	3,321
3261	FRANCHISE FEE - ONCOR ELECTRIC	505,331	-	366,373	72.50	-	138,958
3262	FRANCHISE FEE - ATMOS ENERGY	194,202	-	262,209	135.02	-	(68,007)
3263	FRANCHISE FEE - TELECOM	60,663	307	33,096	54.56	-	27,567
3264	FRANCHISE FEE - CABLE TV	48,000	-	36,969	77.02	-	11,031
3265	SOLID WASTE CONTAINER FEES	55,641	7,105	75,497	135.69	-	(19,856)
3270	FRANCHISE FEE - CARRIAGES	34,249	-	47,105	137.54	-	(12,856)
<b>*** REVENUE CATEGORY TOTALS ***</b>		<b>918,868</b>	<b>11,597</b>	<b>838,710</b>	<b>91.28</b>	<b>-</b>	<b>80,158</b>
<b>33-LICENSES &amp; PERMITS</b>							
3301	BEVERAGE LICENSES	6,144	1,500	1,750	28.48	-	4,394
3302	HEALTH PERMITS	6,792	350	4,900	72.14	-	1,892
3303	ALARM PERMITS	73,395	7,964	79,963	108.95	-	(6,568)
3306	ELECTRICAL LICENSES	-	-	-	-	-	-
3310	BUILDING PERMITS	1,109,984	113,238	1,215,350	109.49	-	(105,366)
3312	ELECTRICAL PERMITS	52,500	5,269	46,108	87.82	-	6,392
3313	EXCAVATION PERMITS	300	15	270	90.00	-	30
3350	CARRIAGE SERVICES	6,100	-	5,015	82.21	-	1,085
3370	ANIMAL LICENSES	5,500	70	4,030	73.27	-	1,470
<b>*** REVENUE CATEGORY TOTALS ***</b>		<b>1,260,715</b>	<b>128,406</b>	<b>1,357,386</b>	<b>107.67</b>	<b>-</b>	<b>(96,671)</b>

**TOWN OF HIGHLAND PARK  
FINANCIAL STATEMENT  
AS OF: JULY 31, 2022 (Unaudited)**

	<b>ANNUAL BUDGET</b>	<b>CURRENT PERIOD</b>	<b>Y-T-D ACTUAL</b>	<b>% OF BUDGET</b>	<b>Y-T-D ENCUMB.</b>	<b>BUDGET BALANCE</b>
<b>34-CHARGES FOR SERVICE</b>						
3407 E911 MONTHLY FEES	121,078	8,126	91,747	75.78	-	29,331
3408 ALARM MONITORING FEES	456,983	42,576	431,357	94.39	-	25,626
3425 EMERGENCY MEDICAL FEES	170,453	16,036	163,956	96.19	-	6,497
3469 SWIMMING POOL CONCESSIONS	5,000	4,462	13,604	272.08	-	(8,604)
3470 BOARD/COMMISSION/REPLAT FEES	3,000	400	2,750	91.67	-	250
3471 SWIMMING POOL DAILY FEES	20,000	6,703	18,911	94.56	-	1,089
3472 SWIMMING POOL SEASON FEES	52,545	4,260	81,810	155.70	-	(29,265)
3473 TENNIS COURT FEES	14,225	1,040	18,880	132.72	-	(4,655)
3474 ANIMAL POUND FEES	720	-	360	50.00	-	360
3475 CHILD SAFETY FEES	9,461	696	8,160	86.25	-	1,301
3476 LIBRARY FEES	3,000	-	1,322	44.07	-	1,678
3477 COURT ADMINISTRATION FEES	36,169	1,212	10,478	28.97	-	25,691
3478 COURT WARRANT FEES	47,711	1,965	25,163	52.74	-	22,548
3479 COURT FEES	171,501	4,714	68,713	40.07	-	102,788
3480 BUILDING REGISTRATION FEES	79,833	5,750	62,000	77.66	-	17,833
3481 PLAN REVIEW FEES	30,808	2,000	19,500	63.30	-	11,308
3485 DEFERRED ADJUDICATION	426,206	8,144	126,780	29.75	-	299,426
<b>*** REVENUE CATEGORY TOTALS ***</b>	<b>1,648,693</b>	<b>108,084</b>	<b>1,145,491</b>	<b>69.48</b>	<b>-</b>	<b>503,202</b>
<b>35-FINES &amp; FORFEITS</b>						
3511 MUNICIPAL COURT FINES	458,900	16,532	219,262	47.78	-	239,638
3513 LIBRARY FINES	2,600	110	1,268	48.77	-	1,332
3515 LOST BOOK CHARGES	700	122	821	117.29	-	(121)
3516 INVALID ALARM FINE	4,000	-	1,950	48.75	-	2,050
<b>*** REVENUE CATEGORY TOTALS ***</b>	<b>466,200</b>	<b>16,764</b>	<b>223,301</b>	<b>47.90</b>	<b>-</b>	<b>242,899</b>
<b>36-EARNINGS ON INVESTMENTS</b>						
3610 INTEREST EARNED	61,433	17,544	69,910	113.80	-	(8,477)
3650 INTEREST EARNED-DALLAS COUNTY	334	-	231	69.16	-	103
<b>*** REVENUE CATEGORY TOTALS ***</b>	<b>61,767</b>	<b>17,544</b>	<b>70,141</b>	<b>113.56</b>	<b>-</b>	<b>(8,374)</b>

**TOWN OF HIGHLAND PARK  
FINANCIAL STATEMENT  
AS OF: JULY 31, 2022 (Unaudited)**

	<b>ANNUAL BUDGET</b>	<b>CURRENT PERIOD</b>	<b>Y-T-D ACTUAL</b>	<b>% OF BUDGET</b>	<b>Y-T-D ENCUMB.</b>	<b>BUDGET BALANCE</b>
<b>37-SALE OF ASSETS</b>						
3746 SALE OF CAPITAL ASSETS	1,000	8,191	8,191	819.10	-	(7,191)
3747 SALE OF IMPOUNDED PROPERTY	-	-	-	-	-	-
<b>*** REVENUE CATEGORY TOTALS ***</b>	<b>1,000</b>	<b>8,191</b>	<b>8,191</b>	<b>819.10</b>	<b>-</b>	<b>(7,191)</b>
<b>38-MISCELLANEOUS</b>						
3810 PENALTY & INTEREST, PROP TAXES	78,115	2,037	66,039	84.54	-	12,076
3820 RENTAL OF TOWN PROPERTY	231,835	10,723	271,386	117.06	-	(39,551)
3850 DONATIONS TO LIBRARY	-	71	3,750	-	-	(3,750)
3860 CONTRIBUTIONS	110,000	-	153,080	139.16	-	(43,080)
3866 CONTRIBS - OTHER GOVT	-	-	-	-	-	-
3870 INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-
3880 DAMAGE TO TOWN PROPERTY	-	1,338	56,228	-	-	(56,228)
3890 MISCELLANEOUS	25,375	19,195	49,572	195.36	-	(24,197)
<b>*** REVENUE CATEGORY TOTALS ***</b>	<b>445,325</b>	<b>33,364</b>	<b>600,055</b>	<b>134.75</b>	<b>-</b>	<b>(154,730)</b>
<b>39-TRANSFERS</b>						
3920 INTER FUND TRANSFER -UF	1,255,400	627,700	1,255,400	100.00	-	-
3930 INTER FUND TRANSFER -ECF	-	-	-	-	-	-
3933 INTER-FUND TRANSFER -CSF	24,600	12,300	24,600	100.00	-	-
<b>*** REVENUE CATEGORY TOTALS ***</b>	<b>1,280,000</b>	<b>640,000</b>	<b>1,280,000</b>	<b>100.00</b>	<b>-</b>	<b>-</b>
<b>*** TOTAL REVENUES ***</b>	<b>26,232,330</b>	<b>1,623,312</b>	<b>27,179,130</b>	<b>103.61</b>	<b>-</b>	<b>(946,800)</b>



**TOWN OF HIGHLAND PARK  
FINANCIAL STATEMENT  
AS OF: JULY 31, 2022 (Unaudited)**

	<b>ANNUAL BUDGET</b>	<b>CURRENT PERIOD</b>	<b>Y-T-D ACTUAL</b>	<b>% OF BUDGET</b>	<b>Y-T-D ENCUMB.</b>	<b>BUDGET BALANCE</b>
<b>10 -CAPITAL PROJECTS FUND</b>						
<b>REVENUE SUMMARY</b>						
36-EARNINGS ON INVESTMENT	44,510	13,274	39,831	89.49	-	4,679
38-MISCELLANEOUS	3,168,020	-	2,635,528	83.19	-	532,492
39-TRANSFERS	5,321,839	1,760,919	5,321,839	100.00	-	-
<b>*** TOTAL REVENUES ***</b>	<b>8,534,369</b>	<b>1,774,193</b>	<b>7,997,198</b>	<b>93.71</b>	<b>-</b>	<b>537,171</b>
<b>EXPENDITURE SUMMARY</b>						
01-ADMINISTRATION	-	-	352,700	-	(352,700)	-
05-STREET	7,831,961	226,690	2,612,808	77.05	3,421,445	1,797,708
08-PARKS	461,885	29,500	186,179	39.02	(5,955)	281,661
50-INTERFUND TRANSFERS	493,000	246,500	493,000	100.00	-	-
<b>*** TOTAL EXPENDITURES ***</b>	<b>8,786,846</b>	<b>502,690</b>	<b>3,644,687</b>	<b>76.34</b>	<b>3,062,790</b>	<b>2,079,369</b>

**TOWN OF HIGHLAND PARK  
FINANCIAL STATEMENT  
AS OF: JULY 31, 2022 (Unaudited)**

	<b>ANNUAL BUDGET</b>	<b>CURRENT PERIOD</b>	<b>Y-T-D ACTUAL</b>	<b>% OF BUDGET</b>	<b>Y-T-D ENCUMB.</b>	<b>BUDGET BALANCE</b>
<b>19 -SOLID WASTE FUND</b>						
<b>REVENUE SUMMARY</b>						
34-CHARGES FOR SERVICE	1,603,552	132,337	1,328,219	82.83	-	275,333
36-EARNINGS ON INVESTMENT	1,702	542	1,878	110.34	-	(176)
38-MISCELLANEOUS	-	-	-	-	-	-
39-TRANSFERS	27,500	13,750	27,500	100.00	-	-
<b>*** TOTAL REVENUES ***</b>	<b><u>1,632,754</u></b>	<b><u>146,629</u></b>	<b><u>1,357,597</u></b>	<b><u>83.15</u></b>	<b><u>-</u></b>	<b><u>275,157</u></b>
<b>EXPENDITURE SUMMARY</b>						
16-SANITATION	1,482,247	114,932	1,182,752	79.79	-	299,495
50-INTERFUND TRANSFERS	146,500	73,250	146,500	100.00	-	-
<b>*** TOTAL EXPENDITURES ***</b>	<b><u>1,628,747</u></b>	<b><u>188,182</u></b>	<b><u>1,329,252</u></b>	<b><u>81.61</u></b>	<b><u>-</u></b>	<b><u>299,495</u></b>

**TOWN OF HIGHLAND PARK  
FINANCIAL STATEMENT  
AS OF: JULY 31, 2022 (Unaudited)**

	<b>ANNUAL BUDGET</b>	<b>CURRENT PERIOD</b>	<b>Y-T-D ACTUAL</b>	<b>% OF BUDGET</b>	<b>Y-T-D ENCUMB.</b>	<b>BUDGET BALANCE</b>
<b>20 -UTILITY FUND</b>						
<b>REVENUE SUMMARY</b>						
33-LICENSES & PERMITS	63,294	4,480	51,445	81.28	-	11,849
34-CHARGES FOR SERVICE	10,335,575	1,413,653	8,314,421	80.44	-	2,021,154
35-FINES & FORFEITS	62,623	6,861	51,472	82.19	-	11,151
36-EARNINGS ON INVESTMENT	44,229	11,432	48,074	108.69	-	(3,845)
37-SALE OF ASSETS	-	-	-	-	-	-
38-MISCELLANEOUS	1,002,000	47	14,388	1.44	-	987,612
39-TRANSFERS	364,300	182,150	364,300	100.00	-	-
<b>*** TOTAL REVENUES ***</b>	<b><u>11,872,021</u></b>	<b><u>1,618,623</u></b>	<b><u>8,844,100</u></b>	<b><u>74.50</u></b>	<b><u>-</u></b>	<b><u>3,027,921</u></b>
<b>EXPENDITURE SUMMARY</b>						
21-ADMINISTRATION	505,700	13,774	448,584	87.38	(6,704)	63,820
22-WATER	5,330,791	658,385	4,306,179	84.45	195,686	828,926
23-SEWER	2,245,079	148,424	1,746,799	70.63	(161,124)	659,404
25-ENGINEERING	692,837	68,729	517,606	76.08	9,498	165,733
50-INTERFUND TRANSFERS	1,915,687	891,191	1,915,687	100.00	-	-
<b>*** TOTAL EXPENDITURES ***</b>	<b><u>10,690,094</u></b>	<b><u>1,780,503</u></b>	<b><u>8,934,855</u></b>	<b><u>83.93</u></b>	<b><u>37,356</u></b>	<b><u>1,717,883</u></b>

TOWN OF HIGHLAND PARK  
FINANCIAL STATEMENT  
AS OF: JULY 31, 2022 (Unaudited)

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<b>20 -UTILITY FUND - DETAIL</b>						
<b>REVENUES</b>						
<b>33-LICENSES &amp; PERMITS</b>						
3315 PLUMBING PERMITS	63,294	4,480	51,445	81.28	-	11,849
<b>*** REVENUE CATEGORY TOTALS ***</b>	<b>63,294</b>	<b>4,480</b>	<b>51,445</b>	<b>81.28</b>	<b>-</b>	<b>11,849</b>
<b>34-CHARGES FOR SERVICE</b>						
3401 WATER SALES	7,252,554	1,089,956	5,803,742	80.02	-	1,448,812
3402 WATER SALES - TOWN	127,125	23,877	116,687	91.79	-	10,438
3403 SANITARY SEWER CHARGES	2,909,640	298,510	2,357,426	81.02	-	552,214
3460 METER INSTALLATION	41,686	850	31,950	76.64	-	9,736
3465 OTHER UTILITY CHARGES	4,570	460	4,616	101.01	-	(46)
<b>*** REVENUE CATEGORY TOTALS ***</b>	<b>10,335,575</b>	<b>1,413,653</b>	<b>8,314,421</b>	<b>80.44</b>	<b>-</b>	<b>2,021,154</b>
<b>35-FINES &amp; FORFEITS</b>						
3520 PENALTY CHARGES FOR LATE PMT	62,623	6,861	51,472	82.19	-	11,151
<b>*** REVENUE CATEGORY TOTALS ***</b>	<b>62,623</b>	<b>6,861</b>	<b>51,472</b>	<b>82.19</b>	<b>-</b>	<b>11,151</b>
<b>36-EARNINGS ON INVESTMENTS</b>						
3610 INTEREST EARNED	44,229	11,432	48,074	108.69	-	(3,845)
<b>*** REVENUE CATEGORY TOTALS ***</b>	<b>44,229</b>	<b>11,432</b>	<b>48,074</b>	<b>108.69</b>	<b>-</b>	<b>(3,845)</b>

**TOWN OF HIGHLAND PARK  
FINANCIAL STATEMENT  
AS OF: JULY 31, 2022 (Unaudited)**

	<b>ANNUAL BUDGET</b>	<b>CURRENT PERIOD</b>	<b>Y-T-D ACTUAL</b>	<b>% OF BUDGET</b>	<b>Y-T-D ENCUMB.</b>	<b>BUDGET BALANCE</b>
<b>38-MISCELLANEOUS</b>						
3866 CONTRIBUTIONS- OTHER GOV'T	-	-	-	-	-	-
3867 CONTRIBS - OTHER ENTITIES	-	-	-	-	-	-
3870 INTERGOVERNMENTAL REVENUE	1,000,000	-	-	-	-	1,000,000
3880 DAMAGE TO TOWN PROPERTY	-	-	-	-	-	-
3890 MISCELLANEOUS	2,000	47	14,388	719.40	-	(12,388)
<b>*** REVENUE CATEGORY TOTALS ***</b>	<b>1,002,000</b>	<b>47</b>	<b>14,388</b>	<b>1.44</b>	<b>-</b>	<b>987,612</b>
<b>39-TRANSFERS</b>						
3901 INTER FUND TRANSFER -GENERAL	-	-	-	-	-	-
3910 INTER-FUND TRANSFER CPF	193,000	96,500	193,000	100.00	-	-
3919 INTER-FUND TRANSFER SOLID WASTE	66,400	33,200	66,400	100.00	-	-
3923 TRANSFER FROM SWDUF	104,900	52,450	104,900	100.00	-	-
<b>*** REVENUE CATEGORY TOTALS ***</b>	<b>364,300</b>	<b>182,150</b>	<b>364,300</b>	<b>100</b>	<b>-</b>	<b>-</b>
<b>*** TOTAL REVENUES ***</b>	<b>11,872,021</b>	<b>1,618,623</b>	<b>8,844,100</b>	<b>74.50</b>	<b>-</b>	<b>3,027,921</b>

TOWN OF HIGHLAND PARK  
FINANCIAL STATEMENT  
AS OF: JULY 31, 2022 (Unaudited)

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<b>21 -EQUIPMENT REPLACEMENT FND</b>						
<b>REVENUE SUMMARY</b>						
36-EARNINGS ON INVESTMENT	15,833	5,434	22,326	141.01	-	(6,493)
37-SALE OF ASSETS	21,000	126,500	217,252	1,034.53	-	(196,252)
38-MISCELLANEOUS	-	-	-	-	-	-
39-TRANSFERS	611,540	-	611,540	100.00	-	-
<b>*** TOTAL REVENUES ***</b>	<b>648,373</b>	<b>131,934</b>	<b>851,118</b>	<b>131.27</b>	<b>-</b>	<b>(202,745)</b>
<b>EXPENDITURE SUMMARY</b>						
01-ADMINISTRATION	778,665	17,381	447,057	92.22	271,017	60,591
<b>*** TOTAL EXPENDITURES ***</b>	<b>778,665</b>	<b>17,381</b>	<b>447,057</b>	<b>92.22</b>	<b>271,017</b>	<b>60,591</b>
<b>22 -TECHNOLOGY REPL. FUND</b>						
<b>REVENUE SUMMARY</b>						
36-EARNINGS ON INVESTMENT	15,435	5,926	21,764	141.00	-	(6,329)
37-SALE OF ASSETS	-	155	155	-	-	(155)
38-MISCELLANEOUS	-	-	-	-	-	-
39-TRANSFERS	590,791	-	590,791	100.00	-	-
<b>*** TOTAL REVENUES ***</b>	<b>606,226</b>	<b>6,081</b>	<b>612,710</b>	<b>101.07</b>	<b>-</b>	<b>(6,484)</b>
<b>EXPENDITURE SUMMARY</b>						
01-ADMINISTRATION	259,432	3,312	52,922	71.60	132,823	73,687
<b>*** TOTAL EXPENDITURES ***</b>	<b>259,432</b>	<b>3,312</b>	<b>52,922</b>	<b>71.60</b>	<b>132,823</b>	<b>73,687</b>

TOWN OF HIGHLAND PARK  
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	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<b>23 -STORMWATER DRAINAGE FUND</b>						
<b>REVENUE SUMMARY</b>						
34-CHARGES FOR SERVICE	441,692	36,610	366,330	82.94	-	75,362
36-EARNINGS ON INVESTMENT	15,979	3,789	14,330	89.68	-	1,649
39-TRANSFERS	300,000	150,000	300,000	100.00	-	-
<b>*** TOTAL REVENUES ***</b>	<b>757,671</b>	<b>190,399</b>	<b>680,660</b>	<b>89.84</b>	<b>-</b>	<b>77,011</b>
<b>EXPENDITURE SUMMARY</b>						
01-ADMINISTRATION	1,796,750	77,742	680,656	54.83	304,583	811,511
50-INTERFUND TRANSFERS	104,900	52,450	104,900	100.00	-	-
<b>*** TOTAL EXPENDITURES ***</b>	<b>1,901,650</b>	<b>130,192</b>	<b>785,556</b>	<b>57.33</b>	<b>304,583</b>	<b>811,511</b>
<b>24 -BUILDING MAINTENANCE FUND</b>						
<b>REVENUE SUMMARY</b>						
36-EARNINGS ON INVESTMENT	5,856	1,941	6,422	109.67	-	(566)
38-MISCELLANEOUS	-	1,544	16,122	-	-	(16,122)
39-TRANSFERS	483,000	-	483,000	100.00	-	-
<b>*** TOTAL REVENUES ***</b>	<b>488,856</b>	<b>3,485</b>	<b>505,544</b>	<b>103.41</b>	<b>-</b>	<b>(16,688)</b>
<b>EXPENDITURE SUMMARY</b>						
13-SERVICE CENTER	45,075	3,058	34,688	88.55	5,225	5,162
14-MUNICIPAL BUILDING	395,257	26,898	295,568	78.31	13,956	85,733
<b>*** TOTAL EXPENDITURES ***</b>	<b>440,332</b>	<b>29,956</b>	<b>330,256</b>	<b>79.36</b>	<b>19,181</b>	<b>90,895</b>

TOWN OF HIGHLAND PARK  
FINANCIAL STATEMENT  
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	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<b>25 - TRUANCY PREVENTION FUND</b>						
<b>REVENUE SUMMARY</b>						
34-CHARGES FOR SERVICE	24,000	1,441	16,970	70.71	-	7,030
36-EARNINGS ON INVESTMENT	<u>107</u>	<u>54</u>	<u>171</u>	<u>159.81</u>	<u>-</u>	<u>(64)</u>
<b>*** TOTAL REVENUES ***</b>	<b><u>24,107</u></b>	<b><u>1,495</u></b>	<b><u>17,141</u></b>	<b><u>71.10</u></b>	<b><u>-</u></b>	<b><u>6,966</u></b>
<b>EXPENDITURE SUMMARY</b>						
01-ADMINISTRATION	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>*** TOTAL EXPENDITURES ***</b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>-</u></b>
<b>26 - MUNICIPAL JURY FUND</b>						
<b>REVENUE SUMMARY</b>						
34-CHARGES FOR SERVICE	480	29	339	70.63	-	141
36-EARNINGS ON INVESTMENT	<u>2</u>	<u>1</u>	<u>3</u>	<u>150.00</u>	<u>-</u>	<u>(1)</u>
<b>*** TOTAL REVENUES ***</b>	<b><u>482</u></b>	<b><u>30</u></b>	<b><u>342</u></b>	<b><u>70.95</u></b>	<b><u>-</u></b>	<b><u>140</u></b>
<b>EXPENDITURE SUMMARY</b>						
01-ADMINISTRATION	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>*** TOTAL EXPENDITURES ***</b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>-</u></b>



TOWN OF HIGHLAND PARK  
FINANCIAL STATEMENT  
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	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<b>31 -FORFEITED PROPERTY FUND</b>						
<b>REVENUE SUMMARY</b>						
36-EARNINGS ON INVESTMENT	139	46	146	105.04	-	(7)
37-SALE OF ASSETS	<u>4,140</u>	<u>-</u>	<u>4,316</u>	<u>104.25</u>	<u>-</u>	<u>(176)</u>
<b>*** TOTAL REVENUES ***</b>	<b><u>4,279</u></b>	<b><u>46</u></b>	<b><u>4,462</u></b>	<b><u>104.28</u></b>	<b><u>-</u></b>	<b><u>(183)</u></b>
<b>EXPENDITURE SUMMARY</b>						
01-ADMINISTRATION	<u>2,640</u>	<u>-</u>	<u>1,640</u>	<u>62.12</u>	<u>-</u>	<u>1,000</u>
<b>*** TOTAL EXPENDITURES ***</b>	<b><u>2,640</u></b>	<b><u>-</u></b>	<b><u>1,640</u></b>	<b><u>62.12</u></b>	<b><u>-</u></b>	<b><u>1,000</u></b>

TOWN OF HIGHLAND PARK  
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	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<b>32 -COURT TECHNOLOGY FUND</b>						
<b>REVENUE SUMMARY</b>						
34-CHARGES FOR SERVICE	36,810	2,352	27,967	75.98	-	8,843
36-EARNINGS ON INVESTMENT	452	143	525	116.15	-	(73)
<b>*** TOTAL REVENUES ***</b>	<b>37,262</b>	<b>2,495</b>	<b>28,492</b>	<b>76.46</b>	<b>-</b>	<b>8,770</b>
<b>EXPENDITURE SUMMARY</b>						
<b>01-ADMINISTRATION</b>	<b>27,364</b>	<b>462</b>	<b>23,685</b>	<b>87.96</b>	<b>384</b>	<b>3,295</b>
<b>*** TOTAL EXPENDITURES ***</b>	<b>27,364</b>	<b>462</b>	<b>23,685</b>	<b>87.96</b>	<b>384</b>	<b>3,295</b>
<b>33 -COURT SECURITY FUND</b>						
<b>REVENUE SUMMARY</b>						
34-CHARGES FOR SERVICE	28,629	2,312	27,424	95.79	-	1,205
36-EARNINGS ON INVESTMENT	96	41	130	135.42	-	(34)
<b>*** TOTAL REVENUES ***</b>	<b>28,725</b>	<b>2,353</b>	<b>27,554</b>	<b>95.92</b>	<b>-</b>	<b>1,171</b>
<b>EXPENDITURE SUMMARY</b>						
<b>01-ADMINISTRATION</b>	<b>24,600</b>	<b>12,300</b>	<b>24,600</b>	<b>100.00</b>	<b>-</b>	<b>-</b>
<b>*** TOTAL EXPENDITURES ***</b>	<b>24,600</b>	<b>12,300</b>	<b>24,600</b>	<b>100.00</b>	<b>-</b>	<b>-</b>

TOWN OF HIGHLAND PARK  
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	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<b>35 -LIBRARY FUND</b>						
<b>REVENUE SUMMARY</b>						
36-EARNINGS ON INVESTMENT	1,340	402	1,516	113.13	-	(176)
38-MISCELLANEOUS	39,990	1,864	42,400	106.03	-	(2,410)
<b>*** TOTAL REVENUES ***</b>	<b>41,330</b>	<b>2,266</b>	<b>43,916</b>	<b>106.26</b>	<b>-</b>	<b>(2,586)</b>
<b>EXPENDITURE SUMMARY</b>						
01-ADMINISTRATIVE	32,490	2,113	23,413	67.98	(1,327)	10,404
<b>*** TOTAL EXPENDITURES ***</b>	<b>32,490</b>	<b>2,113</b>	<b>23,413</b>	<b>67.98</b>	<b>(1,327)</b>	<b>10,404</b>
<b>36 -DPS TECHNOLOGY FUND</b>						
<b>REVENUE SUMMARY</b>						
34-CHARGES FOR SERVICE	-	-	-	-	-	-
36-EARNINGS ON INVESTMENT	1,315	380	1,432	108.90	-	(117)
38-TPI LEASE RECEIPTS	94,330	16,313	80,912	85.78	-	13,418
<b>*** TOTAL REVENUES ***</b>	<b>95,645</b>	<b>16,693</b>	<b>82,344</b>	<b>86.09</b>	<b>-</b>	<b>13,301</b>
<b>EXPENDITURE SUMMARY</b>						
01-ADMINISTRATIVE	-	-	-	-	-	-
50-INTERFUND TRANSFERS	94,330	47,165	94,330	100.00	-	-
<b>*** TOTAL EXPENDITURES ***</b>	<b>94,330</b>	<b>47,165</b>	<b>94,330</b>	<b>100.00</b>	<b>-</b>	<b>-</b>

Town of Highland Park, Texas  
Summary of Cash and Investment Activity  
For the Month Ending: July 31, 2022

	Par Value	Book Value	Market Value	Ratio Market-to-Book Value
<b>Beginning Balances</b>				
Cash	\$ 23,805,331	\$ 23,805,331	\$ 23,805,331	100.0%
Investments	\$ 33,909,127	\$ 33,909,127	\$ 33,909,127	100.0%
<b>Total</b>	<b>\$ 57,714,458</b>	<b>\$ 57,714,458</b>	<b>\$ 57,714,458</b>	<b>100.0%</b>
<b>Activity</b>				
Cash	\$ (591,097)	\$ (591,097)	\$ (591,097)	
Investments				
Purchases	\$ 19,763	\$ 19,763	\$ 19,763	
Maturities/Calls	\$ -	\$ -	\$ -	
Net Monthly Activity	\$ (571,334)	\$ (571,334)	\$ (571,334)	
<b>Ending Balances</b>				
Cash	\$ 23,214,234	\$ 23,214,234	\$ 23,214,234	100.0%
Investments	\$ 33,928,890	\$ 33,928,890	\$ 33,928,890	100.0%
<b>Total</b>	<b>\$ 57,143,124</b>	<b>\$ 57,143,124</b>	<b>\$ 57,143,124</b>	<b>100.0%</b>



# Town of Highland Park, Texas

## Summary of Cash and Investment Activity For the Month Ending: July 31, 2022

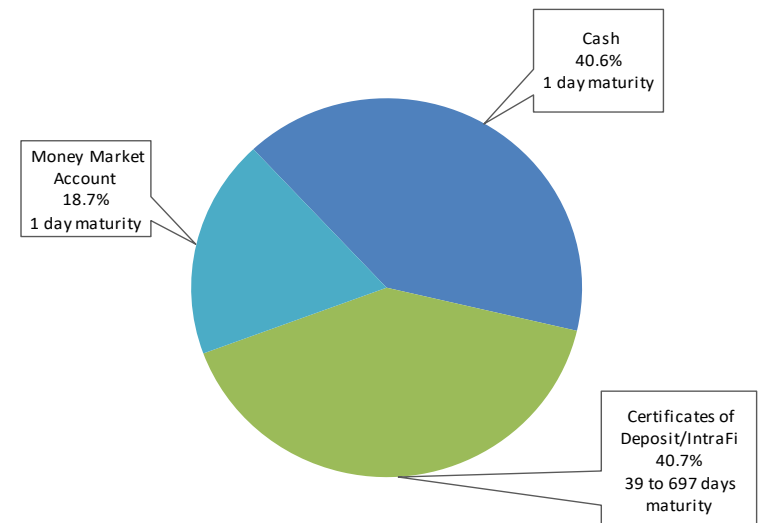
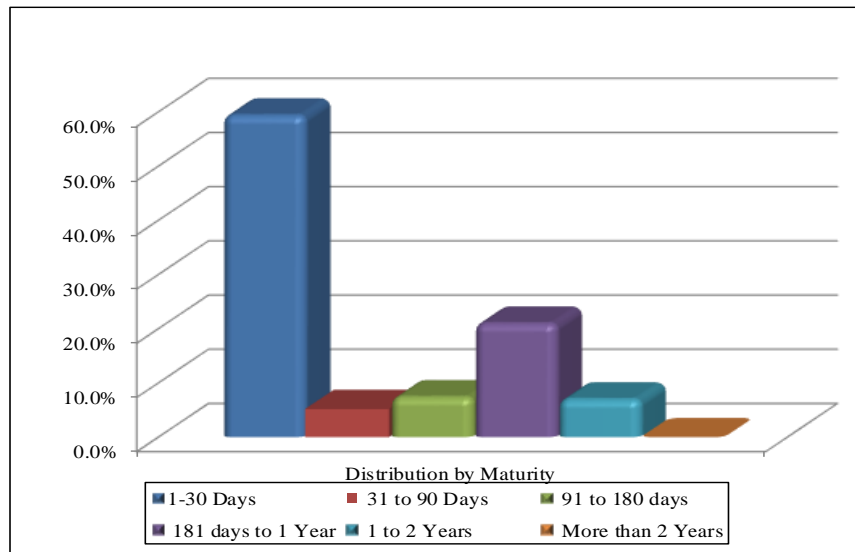
Transaction Information				Beginning			Ending		
Dates		Account / CUSIP Number	Security Type	Par Value	Book Value	Market Value	Par Value	Book Value	Market Value
Purchase	Maturity								
		NexBank	MONEY MARKET ACCOUNT	\$ 10,647,981	\$ 10,647,981	\$ 10,647,981	\$ 10,662,742	\$ 10,662,742	\$ 10,662,742
20-May-21	18-May-23	INTRAFICD8108	CERTIFICATE OF DEPOSIT	2,008,996	2,008,996	2,008,996	2,008,996	2,008,996	2,008,996
09-Sep-21	08-Sep-22	INTRAFICD7281	CERTIFICATE OF DEPOSIT	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
24-Mar-22	22-Sep-22	INTRAFICD9755	CERTIFICATE OF DEPOSIT	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
26-Nov-21	25-Nov-22	INTRAFICD8932	CERTIFICATE OF DEPOSIT	2,250,000	2,250,000	2,250,000	2,250,000	2,250,000	2,250,000
30-Jun-22	29-Dec-22	INTRAFICD4088	CERTIFICATE OF DEPOSIT	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
24-Mar-22	23-Mar-23	INTRAFICD9739	CERTIFICATE OF DEPOSIT	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
05-May-22	04-May-23	INTRAFICD1962	CERTIFICATE OF DEPOSIT	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
12-May-22	11-May-23	INTRAFICD4938	CERTIFICATE OF DEPOSIT	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
27-Jun-22	27-Jun-23	CD0952	CERTIFICATE OF DEPOSIT	2,000,644	2,000,644	2,000,644	2,005,647	2,005,646	2,005,646
26-Nov-21	24-Nov-23	INTRAFICD1429	CERTIFICATE OF DEPOSIT	1,000,799	1,000,799	1,000,799	1,000,799	1,000,799	1,000,799
02-Dec-21	30-Nov-23	INTRAFICD9042	CERTIFICATE OF DEPOSIT	1,000,707	1,000,707	1,000,707	1,000,707	1,000,707	1,000,707
17-Feb-22	16-Feb-23	INTRAFICD2441	CERTIFICATE OF DEPOSIT	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000
05-May-22	02-May-24	INTRAFICD1989	CERTIFICATE OF DEPOSIT	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
30-Jun-22	27-Jun-24	INTRAFICD4096	CERTIFICATE OF DEPOSIT	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Total of Investments				\$ 33,909,127	\$ 33,909,127	\$ 33,909,127	\$ 33,928,891	\$ 33,928,890	\$ 33,928,890
Cash					\$ 23,805,331	\$ 23,805,331		\$ 23,214,234	\$ 23,214,234
Total Investments & Cash					\$ 57,714,458	\$ 57,714,458		\$ 57,143,124	\$ 57,143,124

# Town of Highland Park, Texas

## Summary of Cash and Investment Activity For the Month Ending: July 31, 2022

Distribution by Maturity		
	Par Value	Percent
1-30 Days	\$ 33,876,976	59.4%
31 to 90 Days	\$ 3,000,000	5.2%
91 to 180 days	\$ 4,250,000	7.4%
181 days to 1 Year	\$ 12,014,642	21.0%
1 to 2 Years	\$ 4,001,506	7.0%
More than 2 Years	\$ -	0.0%
	<u>\$ 57,143,124</u>	<u>100.0%</u>

Distribution by Investment Type			
	Book Value	Percent	Maximum Percentages
Cash	\$ 23,214,234	40.6%	N/A
U. S. Agencies & Instrumentalities	\$ -	0.0%	80%
Eligible Investment Pools	\$ -	0.0%	75%
Certificates of Deposit/IntraFi	\$ 23,266,148	40.7%	100%
U. S. Treasury Bills / Notes / Bonds	\$ -	0.0%	100%
Money Market Account	\$ 10,662,742	18.7%	100%
Repurchase Agreements	\$ -	0.0%	0%
	<u>\$ 57,143,124</u>	<u>100.0%</u>	
Pledged Collateral on Deposits	\$ 60,839,911		



# Town of Highland Park, Texas

## Summary of Cash and Investment Activity For the Month Ending: July 31, 2022

Purchase Date	Maturity Date	Account / CUSIP Number	Security Type	Par Value	Price	Yield	Principal	Book Value	Market Value	Gain / (loss)	Days to Maturity
NA	NA	NA	Cash in Bank	\$ 23,214,234	\$ 100.00	131%	\$ 23,214,234	\$ 23,214,234	\$ 23,214,234	\$ -	1
NA	NA	NA	NEXBANK	10,662,742	100.00	164%	10,662,742	10,662,742	10,662,742	-	1
20-May-21	18-May-23	INTRAFICD8108	CERTIFICATE OF DEPOSIT	2,008,996	100.00	0.45%	2,008,996	2,008,996	2,008,996	-	291
09-Sep-21	08-Sep-22	INTRAFICD7281	CERTIFICATE OF DEPOSIT	2,000,000	100.00	0.36%	2,000,000	2,000,000	2,000,000	-	39
24-Mar-22	22-Sep-22	INTRAFICD9755	CERTIFICATE OF DEPOSIT	1,000,000	100.00	126%	1,000,000	1,000,000	1,000,000	-	53
26-Nov-21	25-Nov-22	INTRAFICD8932	CERTIFICATE OF DEPOSIT	2,250,000	100.00	0.46%	2,250,000	2,250,000	2,250,000	-	117
30-Jun-22	29-Dec-22	INTRAFICD4088	CERTIFICATE OF DEPOSIT	2,000,000	100.00	2.54%	2,000,000	2,000,000	2,000,000	-	151
24-Mar-22	23-Mar-23	INTRAFICD9739	CERTIFICATE OF DEPOSIT	2,000,000	100.00	162%	2,000,000	2,000,000	2,000,000	-	235
05-May-22	04-May-23	INTRAFICD1962	CERTIFICATE OF DEPOSIT	1,000,000	100.00	2.34%	1,000,000	1,000,000	1,000,000	-	277
12-May-22	11-May-23	INTRAFICD4938	CERTIFICATE OF DEPOSIT	2,000,000	100.00	2.19%	2,000,000	2,000,000	2,000,000	-	284
27-Jun-22	27-Jun-23	CD0952	CERTIFICATE OF DEPOSIT	2,005,646	100.00	2.94%	2,005,646	2,005,646	2,005,646	-	331
26-Nov-21	24-Nov-23	INTRAFICD1429	CERTIFICATE OF DEPOSIT	1,000,799	100.00	0.81%	1,000,799	1,000,799	1,000,799	-	481
02-Dec-21	30-Nov-23	INTRAFICD9042	CERTIFICATE OF DEPOSIT	1,000,707	100.00	0.86%	1,000,707	1,000,707	1,000,707	-	487
17-Feb-22	16-Feb-23	INTRAFICD2441	CERTIFICATE OF DEPOSIT	3,000,000	100.00	139%	3,000,000	3,000,000	3,000,000	-	200
05-May-22	02-May-24	INTRAFICD1989	CERTIFICATE OF DEPOSIT	1,000,000	100.00	2.99%	1,000,000	1,000,000	1,000,000	-	641
30-Jun-22	27-Jun-24	INTRAFICD4096	CERTIFICATE OF DEPOSIT	1,000,000	100.00	3.49%	1,000,000	1,000,000	1,000,000	-	697
Totals/Weighted Average				\$ 57,143,124		149%	\$ 57,143,124	\$ 57,143,124	\$ 57,143,124	\$ -	109
Benchmark - TEXPOOL						152%					



# Town of Highland Park, Texas

## Cash and Investment Distribution By Fund For the Month Ending: July 31, 2022

Transaction Information				Ending			General	CPF	Solid	Utility	Equip.	Tech.	SWDF	BM&I	M/C Truancy	M/C	Forf.	M/C	M/C	Library	DPS
Dates		Account / CUSIP	Security	Par	Book	Market															
Purchase	Maturity	Number	Type	Value	Value	Value	01	10	19	20	21	22	23	24	25	26	31	32	33	35	36
		NexBank	MONEY MARKET ACCOUNT	10,662,742	10,662,742	10,662,742	\$ 2,145,007	\$ 3,614,136	\$ 104,769	\$ 1348,375	\$ 1579,68	\$ 1070,759	\$ -	\$ 428,630	\$ -	\$ -	\$ -	\$ 53,426	\$ -	\$ 159,241	\$ 159,241
20-May-21	18-May-23	INTRAFICD8108	CERTIFICATE OF DEPOSIT	2,008,996	2,008,996	2,008,996	1004,498	502,249	-	502,249	-	-	-	-	-	-	-	-	-	-	-
09-Sep-21	08-Sep-22	INTRAFICD7281	CERTIFICATE OF DEPOSIT	2,000,000	2,000,000	2,000,000	2,000,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
24-Mar-22	22-Sep-22	INTRAFICD9755	CERTIFICATE OF DEPOSIT	1,000,000	1,000,000	1,000,000	-	-	-	1,000,000	-	-	-	-	-	-	-	-	-	-	-
26-Nov-21	25-Nov-22	INTRAFICD8932	CERTIFICATE OF DEPOSIT	2,250,000	2,250,000	2,250,000	2,250,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
30-Jun-22	29-Dec-22	INTRAFICD4088	CERTIFICATE OF DEPOSIT	2,000,000	2,000,000	2,000,000	-	1,000,000	-	1,000,000	-	-	-	-	-	-	-	-	-	-	-
24-Mar-22	23-Mar-23	INTRAFICD9739	CERTIFICATE OF DEPOSIT	2,000,000	2,000,000	2,000,000	-	-	-	-	1,000,000	1,000,000	-	-	-	-	-	-	-	-	-
05-May-22	04-May-23	INTRAFICD1962	CERTIFICATE OF DEPOSIT	1,000,000	1,000,000	1,000,000	1,000,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
12-May-22	11-May-23	INTRAFICD4938	CERTIFICATE OF DEPOSIT	2,000,000	2,000,000	2,000,000	2,000,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
27-Jun-22	27-Jun-23	CD0952	CERTIFICATE OF DEPOSIT	2,005,646	2,005,646	2,005,646	1,002,823	-	-	-	200,565	601,693	-	200,565	-	-	-	-	-	-	-
26-Nov-21	24-Nov-23	INTRAFICD1429	CERTIFICATE OF DEPOSIT	1,000,799	1,000,799	1,000,799	1,000,799	-	-	-	-	-	-	-	-	-	-	-	-	-	-
02-Dec-21	30-Nov-23	INTRAFICD9042	CERTIFICATE OF DEPOSIT	1,000,707	1,000,707	1,000,707	1,000,707	-	-	-	-	-	-	-	-	-	-	-	-	-	-
17-Feb-22	16-Feb-23	INTRAFICD2441	CERTIFICATE OF DEPOSIT	3,000,000	3,000,000	3,000,000	1,500,000	-	-	1,500,000	-	-	-	-	-	-	-	-	-	-	-
05-May-22	02-May-24	INTRAFICD1989	CERTIFICATE OF DEPOSIT	1,000,000	1,000,000	1,000,000	-	-	-	-	250,000	250,000	500,000	-	-	-	-	-	-	-	-
30-Jun-22	27-Jun-24	INTRAFICD4096	CERTIFICATE OF DEPOSIT	1,000,000	1,000,000	1,000,000	1,000,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total of Investments				\$ 33,928,890	\$ 33,928,890	\$ 33,928,890	15,903,834	5,116,385	104,769	5,350,624	3,029,723	2,922,452	500,000	629,195	-	-	-	53,426	-	159,241	159,241
Cash				\$ 23,214,234	\$ 23,214,234	\$ 23,214,234	7,087,943	6,858,608	309,556	3,704,675	781,638	846,808	2,400,415	757,415	50,327	1,007	41,529	64,100	27,529	167,562	115,122
Total Investments & Cash				\$ 57,143,124	\$ 57,143,124	\$ 57,143,124	22,991,777	11,974,993	414,325	9,055,299	3,811,361	3,769,260	2,900,415	1,386,610	50,327	1,007	41,529	117,526	27,529	326,803	274,363

# Town of Highland Park, Texas

## Summary of Cash and Investment Activity For the Month Ending: July 31, 2022

### Investment Purchase Transaction Information

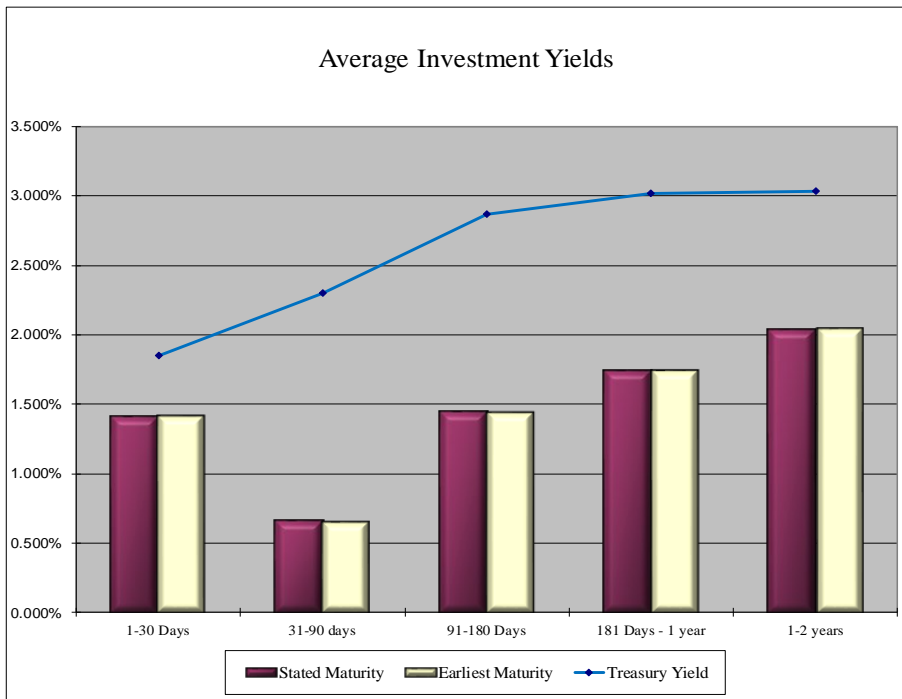
Account Number	Security Type	Par Value	Book Value	General 01	Capital Projects 10	Solid Waste 19	Utility 20	Equipment Replacement 21	Technology Replacement 22	BM&I 24	Court Technology 32	Library 35	DPS Technology 36
NA	MONEY MARKET ACCOUNT	\$ 14,761	\$ 14,761	\$ 2,971	\$ 5,003	\$ 145	\$ 1,867	\$ 2,186	\$ 1,482	\$ 593	\$ 74	\$ 220	\$ 220
CD0952	CERTIFICATE OF DEPOSIT	5,002	5,002	2,501	-	-	-	500	1,501	500	-	-	-
Total		\$ 19,763	\$ 19,763	\$ 5,472	\$ 5,003	\$ 145	\$ 1,867	\$ 2,686	\$ 2,983	\$ 1,093	\$ 74	\$ 220	\$ 220

# Town of Highland Park, Texas

## Summary of Cash and Investment Activity For the Month Ending: July 31, 2022

Summary of Investment Earnings																
Investment Type	General * 01	Capital Projects 10	Solid Waste 19	Utility 20	Equipment Replacement 21	Technology Replacement 22	Stormwater Drainage 23	Bldg Maint & Investment 24	M/C Truancy Prevention 25	M/C Jury 26	Forfeited Property 31	M/C Technology 32	M/C Security 33	Library 35	DPS Technology 36	Total
Bank Interest	\$ 9,858	\$ 5,921	\$ 397	\$ 4,375	\$ 733	\$ 928	\$ 2,512	\$ 847	\$ 54	\$ 1	\$ 46	\$ 69	\$ 41	\$ 182	\$ 160	\$ 26,124
CD / Money Market / Other	\$ 19,232	\$ 7,352	\$ 145	\$ 7,057	\$ 4,701	\$ 4,997	\$ 1,277	\$ 1,093	\$ -	\$ -	\$ -	\$ 74	\$ -	\$ 220	\$ 220	\$ 46,369
<b>Total</b>	<b>\$ 29,090</b>	<b>\$ 13,273</b>	<b>\$ 542</b>	<b>\$ 11,432</b>	<b>\$ 5,434</b>	<b>\$ 5,925</b>	<b>\$ 3,789</b>	<b>\$ 1,940</b>	<b>\$ 54</b>	<b>\$ 1</b>	<b>\$ 46</b>	<b>\$ 143</b>	<b>\$ 41</b>	<b>\$ 402</b>	<b>\$ 380</b>	<b>\$ 72,493</b>

\* Includes bank interest earned by the Reserve Fund



This monthly report is in full compliance with the investment strategies as established in the Town's Investment Policies and the Public Funds Investment Act, Chapter 2256, Texas Government Code.

Steven J. Alexander  
Dir. of Admin. Services & CFO

31 Days to 90 days includes CDs purchased in September 2021 and March 2022 at rates of .36% and 1.26%. 1—2 years includes CDs purchased between November 2021 and June 2022 at rates between .81% and 3.49%.



# **TOWN OF HIGHLAND PARK**

## **Agenda Briefing**

Council Meeting: October 4, 2022

Department: Town Administrator

Presenter: Bill Lindley

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### **TITLE**

In accordance with the Texas Government Code, Section 551.076 - the Town Council will convene into closed session to deliberate the deployment, or specific occasions for implementation, of security personnel or devices (school campus security).

### **BACKGROUND**

### **RECOMMENDATION**

### **FINANCIAL IMPACT**

### **ATTACHMENTS:**

**File Name**

**Description**



# **TOWN OF HIGHLAND PARK**

## **Agenda Briefing**

Council Meeting: October 4, 2022

Department: Administration

Presenter: Bill Lindley

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### **TITLE**

In accordance with Texas Government Code Chapter 551, Subchapter D, Section 551.074 – Personnel Matters – the Town Council will convene into closed session to conduct the annual performance evaluation of the Town Administrator.

### **BACKGROUND**

### **RECOMMENDATION**

### **FINANCIAL IMPACT**

### **ATTACHMENTS:**

**File Name**

**Description**