



**NOTICE AND AGENDA
CITY COUNCIL
TUESDAY, SEPTEMBER 5, 2023, 7:00 P.M.
REGULAR CITY COUNCIL MEETING**

Notice is hereby given that the City Council of the City of Glenn Heights, Texas will hold a Regular Called City Council Meeting on Tuesday, September 5, 2023, beginning at 7:00 P.M., in the City Hall, City Council Chambers, located at 1938-C South Hampton Road, Glenn Heights, Texas, 75154, as prescribed by Vernon's Texas Civil Statutes, Government Code Section §551.041, to consider and possibly take action on the following agenda items. Items do not have to be taken in the same order as shown in this meeting Notice and Agenda.

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

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

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

PROCLAMATIONS

- National Payroll Week, September 4-8, 2023
- Patriot Day and National Day of Service and Remembrance, September 11, 2023
- National GEAR UP Week, September 25-29, 2023

CONSENT AGENDA

1. Discuss and take action to approve the City Council Meeting Minutes of the August 8, 2023, Special Called City Council Meeting. (Brandi Brown, City Secretary)
2. Discuss and take action to approve Ordinance O-07-23, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Glenn Heights Code of Ordinances Chapter 8 "Offenses and Nuisances", by repealing Article 8.05 "Curfew Hours for Minors"; providing a savings clause; providing a severability clause; and providing an effective date. (Second Reading) (Victoria

Thomas, City Attorney)

3. Discuss and take action to approve Resolution R-20-23, a Resolution of the City Council of the City of Glenn Heights, approving an Interlocal Cooperation Agreement for coordinated health services with Dallas County, Texas on behalf of Dallas County Health and Human Services, to provide public health services to City residents; authorizing the City Manager to execute the same; and providing an effective date. (Parviz Pourazizian, Director of Planning & Development Services)
4. Discuss and take action to approve Resolution R-21-23, a Resolution of the City Council of the City of Glenn Heights, Texas, approving an Interlocal Cooperation Agreement for food establishment inspection and environmental health services with Dallas County; authorizing the City Manager to execute the same; providing an effective date. (Parviz Pourazizian, Director of Planning & Development Services)

AGENDA

1. Public Hearing to receive testimony regarding the Proposed Fiscal Year 2023-2024 Budget. (Clifford Blackwell, Deputy City Manager)
2. Discussion and first reading to consider Ordinance O-08-23, an Ordinance of the City Council of the City of Glenn Heights, Texas, adopting the Budget for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024. (Clifford Blackwell, Deputy City Manager)
3. Discuss and take action to postpone vote on approval of the Proposed Fiscal Year 2023-2024 Budget to the September 12, 2023, City Council Meeting. (Clifford Blackwell, Deputy City Manager)
4. Public Hearing to receive testimony regarding the Proposed Property Tax Rate for Fiscal Year 2023. (Clifford Blackwell, Deputy City Manager)
5. Discussion and first reading to consider Ordinance O-09-23, an Ordinance of the City Council of the City of Glenn Heights, Texas, adopting and levying ad valorem taxes for the year 2023 (Fiscal Year 2023-2024) at a rate of \$0.564729 per one hundred dollars (\$100) assessed valuation on all taxable property within the corporate limits of the City of Glenn Heights, Texas. (Clifford Blackwell, Deputy City Manager)
6. Discuss and take action to postpone vote on approval of the Proposed Property Tax Rate for Fiscal Year 2023 to the September 12, 2023, City Council Meeting. (Clifford Blackwell, Deputy City Manager)
7. Discuss and take action on a partnership between the City of Glenn Heights and the Red Oak Area Chamber of Commerce. (Keith Moore, Interim City Manager)
8. Zoning Case 23-001-SP: Discuss and take action on a request concerning a Site Plan for Holy House of Prayer Church by Oscar Galan with Classic Design Group. The 1.1636 acre property is zoned Neighborhood Services (NS) in the

Heritage Estates Neighborhood, Block F. (Parviz Pourazizian, Director of Planning and Development Services)

9. Discuss and take action on Resolution R-19-23, a Resolution of the City Council of the City of Glenn Heights, Texas, approving the Terms and Conditions of an Interlocal Agreement between the City of Glenn Heights, Texas and Dallas County, Texas for the re-sale of the City's interest in tax foreclosed and seized real properties by Dallas County as Trustee; and providing for an effective date. (Clifford Blackwell, Deputy City Manager)
10. Discuss and first reading of Ordinance O-10-23 an Ordinance of the City Council of the City of Glenn Heights, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the Company's 2023 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the Company to reimburse ACSC'S reasonable ratemaking expenses; repealing Article 13.07 "Natural Gas Rates and Charges" of the City's Code Of Ordinances; determining that this Ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this Ordinance to the Company and the ACSC's legal counsel. (Victoria Thomas, City Attorney)

EXECUTIVE SESSION

1. The City Council shall convene into closed, Executive Session pursuant to Texas Local Government Code section 551.071 – consultation with City Attorney – to seek legal advice regarding:
 - A. the May 8, 2023 Consulting Services Agreement between David A. Hall Consulting and/or David A. Hall and the City of Glenn Heights, Texas; and
 - B. the May 26, 2023 Agreement for Executive Recruitment Services for City Manager between Strategic Government Resources ("SGR") and City of Glenn Heights, Texas.
2. The City Council shall reconvene into Open Session and take any action arising from Executive Session pursuant to Texas Local Government Code section 551.071 – consultation with City Attorney – to seek legal advice regarding:
 - A. the May 8, 2023 Consulting Services Agreement between David A. Hall Consulting and/or David A. Hall and the City of Glenn Heights, Texas; and
 - B. the May 26, 2023 Agreement for Executive Recruitment Services for City Manager between Strategic Government Resources ("SGR") and City of Glenn Heights, Texas.

ADJOURNMENT

In accordance with the Americans with Disabilities Act, if you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodations, please contact the City Secretary at least 48 hours in advance of the event at 972-223-1690 ext. 125 or email brandi.brown@glennheightstx.gov. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility.

I, Brandi Brown, City Secretary, do hereby certify that the above Meeting Notice and Agenda was posted in a place convenient to the Public at Glenn Heights City Hall, 1938-C South Hampton Road, Glenn Heights, Texas by 5:00 P.M. on Friday, September 1, 2023.

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

Brandi Brown, City Secretary

PROCLAMATION



Office of the Mayor • City of Glenn Heights

National Payroll Week
September 4-8, 2023

WHEREAS, the American Payroll Association, and its more than 20,000 members, have launched a nationwide public awareness campaign that pays tribute to the nearly 150 million people who work in the United States and the payroll professionals who support the American system by paying wages, reporting worker earnings, and withholding federal employment taxes; and

WHEREAS, payroll professionals in Glenn Heights, Texas play a key role in maintaining the economic health of the City, carrying out such diverse tasks as paying into the unemployment insurance system, and carrying out tax withholding, reporting and depositing; and

WHEREAS, payroll departments collectively spend more than \$2.4 trillion annually complying with a myriad of federal and state wage and tax laws; and

WHEREAS, payroll professionals have become increasingly proactive in educating both the business community and the public at large about the payroll tax withholding systems; and

WHEREAS, payroll professionals meet regularly with federal and state tax officials to discuss both improving compliance with government procedures and how compliance can be achieved at less cost to both government and businesses.

NOW, THEREFORE, I, Sonja A. Brown, Mayor of the City of Glenn Heights, Texas, do hereby proclaim September 4-8, 2023, as **National Payroll Week**. I hereby give additional support to the efforts of the individuals who work in the City of Glenn Heights in the payroll profession.

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

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

PROCLAMATION



Office of the Mayor ▪ City of Glenn Heights

Patriot Day and National Day of Service and Remembrance September 11, 2023

WHEREAS, on September 11, 2001, America experienced the worst terrorist attack in her history when nearly 3,000 men, women, and children were taken from us, leaving their families and our Nation with a void that can never be filled. In the years since, we have stood strong as one people – determined to further embolden our country’s character with acts of endurance and strength; renewal and progress; and

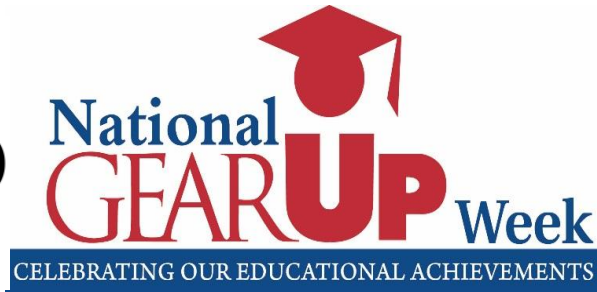
WHEREAS, as we reflect on the lives we lost and pay tribute to the families who still live with extraordinary pain, let us resolve to continue embodying the American spirit that no act of terror can ever extinguish. I call on all residents of the City of Glenn Heights to observe this National Day of Service and Remembrance with acts of selflessness and charity. I encourage everyone to visit www.Serve.gov to learn of the many opportunities available to give back to others and to reaffirm the fundamental truth that we are our brothers’ and our sisters’ keepers; and

WHEREAS, by a joint Resolution approved December 18, 2001 (Public Law 107–89), the Congress has designated September 11th of each year as “Patriot Day,” and by Public Law 111–13, approved April 21, 2009, the Congress has requested the observance of September 11th as an annually recognized “National Day of Service and Remembrance.”

NOW, THEREFORE, I, Sonja A. Brown, Mayor of the City of Glenn Heights, Texas, do hereby proclaim September 11, 2023, as **Patriot Day and National Day of Service and Remembrance.** I encourage all residents to participate in community service in honor of those our Nation lost, to observe this day with appropriate ceremonies and activities, and to observe a moment of silence beginning at 8:46 a.m. Eastern Daylight Time to honor the innocent victims who perished as a result of the terrorist attacks of September 11, 2001.

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

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



Office of the Mayor ▪ City of Glenn Heights

**National GEAR UP Week
September 25-29, 2023**

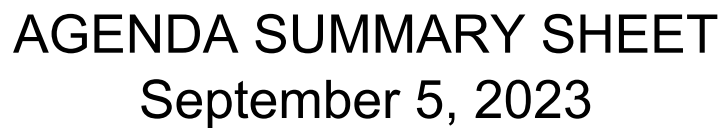
- WHEREAS,** Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP) is a federally funded, competitive grant program designed to increase the number of economically disadvantaged students who are equipped to enter and succeed in postsecondary education; and
- WHEREAS,** GEAR UP serves historically marginalized students and their families from various communities throughout the country who might be the first person in their family to go to college; and
- WHEREAS,** GEAR UP provides six- or seven-year grants to districts to deliver support and resources to students and their families, starting no later than the 7th grade (middle school), through high school and onward to fulfill their dreams of attaining a postsecondary education; and
- WHEREAS,** GEAR UP includes interventions such as tutoring, mentoring, rigorous academic preparation, financial education and college scholarships to improve access to higher education for cohort students, future first-generation college students and their families; and
- WHEREAS,** GEAR UP is built around public-private partnerships, enlisting the formidable resources of government, business, and community groups to support assigned cohort students as they prepare to enter and succeed in college; and
- WHEREAS,** Next Generation GEAR UP cohorts of 2024 and 2025 are on track towards graduation while continuing to achieve successful outcomes of standards and measures to date; and
- WHEREAS,** Next Generation GEAR UP is a partnership of the DeSoto ISD and the University of North Texas at Dallas, and Prairie View A&M University; and
- WHEREAS,** Next Generation GEAR UP serves students in the classes of 2024 and 2025 at DeSoto High School through graduation and into their first year of college; and
- WHEREAS,** the week of September 25, 2023, has been declared National GEAR UP Week; and

WHEREAS, DeSoto ISD in partnership with Next Generation GEAR UP is committed to providing a quality education for every student, helping them to achieve at their highest potential: The City of Glenn Heights proudly supports positive educational opportunities for the Glenn Heights community.

NOW, THEREFORE, I, Sonja A. Brown, Mayor of the City of Glenn Heights, Texas, do hereby proclaim September 25-29, 2023, as National GEAR UP Week in the DeSoto ISD. I encourage all residents to join me in this special observance.

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

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



Discuss and take action to approve the City Council Meeting Minutes of the August 8, 2023, Special Called City Council Meeting. (Brandi Brown, City Secretary)

[illegible]

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

AUGUST 8, 2023

STATE OF TEXAS *

COUNTIES OF DALLAS AND ELLIS *

CITY OF GLENN HEIGHTS *

On the 8th day of August 2023, the City Council of the City of Glenn Heights, Texas, met in a Special Called City Council Meeting in the City Hall, City Council Chambers, located at 1938-C South Hampton Road, Glenn Heights, Texas, 75154, with the following members present:

CITY COUNCIL:

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

STAFF:

Keith Moore	*	Interim City Manager
Clifford Blackwell	*	Deputy City Manager
Nick Bristow	*	Interim Chief of Police
Brandi Brown	*	City Secretary
Kathi Morgan	*	IT Administrator
Parviz Pourazizian	*	Director of Planning & Development Services
Nick Williams	*	Interim Fire Chief

CONSULTANT:

Chris Stimpson	*	City Attorney's Office
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CALL TO ORDER

Mayor Sonja A. Brown called the City Council Meeting to order at 7:01 P.M., with a quorum of the City Council present.

INVOCATION

Council Member Laymon Lightfoot delivered the Invocation.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT

Ivy Batiste, Jr.: address on file – discussed his disagreement with the Glenn Heights Parks and Recreation Membership Policy.

AGENDA

1. Formal Presentation of the City Manager's Proposed Fiscal Year 2023-2024 Budget for the City of Glenn Heights, in conformance with the City of Glenn Heights Home Rule Charter, Section 7.02, Preparation and Submission of Budget.

Clifford Blackwell, Deputy City Manager, introduced this item and completed a presentation regarding the overall budget process, an overview of revenues and expenditures for the operating budget and capital improvements, the proposed tax rate, major operating funds, capital improvement projects, and supplemental requests.

Mr. Blackwell, Keith Moore, Interim City Manager, and Chris Stimpson, City Attorney, answered Council's questions related to Public Works facilities; funding for park improvements; priority improvements; absorbing increased fees for employee insurance benefits; the estimated property tax rate; differences between tax rates; cost of living adjustments; mandated screenings for certain Public Safety personnel; ambulance replacements; unfunded requests; the General Fund balance; and Capital Improvement Projects.

2. Discuss and take action to approve \$0.564729 as the proposed ad valorem tax rate for the year 2023 (Fiscal Year 2023-2024). (Record Vote)

Clifford Blackwell, Deputy City Manager introduced this item.

Council Member Travis Bruton made a motion to approve \$0.564729 as the proposed ad valorem tax rate for the year 2023 (Fiscal Year 2023-2024). Council Member Cornel Benford II made the second. The motion carried with the following record vote:

VOTE 6 Ayes – Brown, Mosley, Bruton, Hale, Lightfoot, and Benford

3. Announce the Public Hearing and anticipated adoption dates for the Proposed Fiscal Year 2023-2024 Budget, Proposed 2023 Property Tax Rate, and Amended Fiscal Year 2022-2023 Budget.

Clifford Blackwell, Deputy City Manager, announced September 5, 2023, as the Public Hearing Date, and September 19, 2023, as the Adoption Date for the Proposed Fiscal Year 2023-2024 Budget, Proposed 2023 Property Tax Rate, and Amended Fiscal Year 2022-2023 Budget.

Council Member Travis Bruton made a motion to confirm September 5, 2023, as the Public Hearing Date, and September 19, 2023, as the Adoption Date for the Proposed Fiscal Year 2023-2024 Budget, Proposed 2023 Property Tax Rate, and Amended Fiscal Year 2022-2023 Budget. Council Member Cornel Benford II made the second. The motion carried with the following record vote:

VOTE 6 Ayes – Brown, Mosley, Bruton, Hale, Lightfoot, and Benford

ADJOURNMENT

Council Member Travis Bruton made a motion to adjourn. Council Member Cornel Benford II made the second. The motion carried with the following record vote:

VOTE 6 Ayes – Brown, Mosley, Bruton, Hale, Lightfoot, and Benford

Mayor Sonja A. Brown adjourned the meeting at 8:33 P.M.

Sonja A. Brown, Mayor

Attest:

Brandi Brown, City Secretary

Passed and approved on the 5th day of September 2023

AGENDA SUMMARY SHEET

September 5, 2023

CONSENT AGENDA, ITEM 2

Discuss and take action to approve Ordinance O-07-23, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Glenn Heights Code of Ordinances Chapter 8 “Offenses and Nuisances”, by repealing Article 8.05 “Curfew Hours for Minors”; providing a savings clause; providing a severability clause; and providing an effective date. (Second Reading) (Victoria Thomas, City Attorney)

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

[illegible]

**CITY OF GLENN HEIGHTS, TEXAS
ORDINANCE NO. O-07-23**

**AN ORDINANCE OF THE CITY OF GLENN HEIGHTS, TEXAS,
AMENDING THE GLENN HEIGHTS CODE OF ORDINANCES
CHAPTER 8 “OFFENSES AND NUISANCES”, BY REPEALING ARTICLE
8.05 “CURFEW HOURS FOR MINORS”; PROVIDING A SAVINGS
CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING
AN EFFECTIVE DATE.**

WHEREAS, during its regular session, the 88th Texas Legislature approved House Bill 1819, which, among other things, amends the Texas Local Government Code effective September 1, 2023, by adding Section 370.007 which prohibits political subdivisions from adopting or enforcing an order, ordinance, or other measure that imposes a curfew to regulate the movements or actions of persons younger than 18 years of age; and

WHEREAS, the City Council of the City of Glenn Heights, Texas, finds it to be in the public interest to amend the Glenn Heights Municipal Code to conform to state law by repealing the City’s juvenile curfew ordinance.

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

SECTION 1. Chapter 8 “Offenses and Nuisances”, Article 8.05 “Curfew Hours for Minors” of the Glenn Heights Code of Ordinances is hereby repealed in its entirety.

SECTION 2. An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the ordinances of the City of Glenn Heights, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 3. Should any article, paragraph, subdivision, clause or provision of this ordinance, or the Glenn Heights Municipal Code as hereby amended be adjudged or held invalid or unconstitutional for any reason, such judgment or holding shall not affect the validity of this ordinance as a whole or any part or provision hereof other than the part so declared to be invalid or unconstitutional.

SECTION 4. This Ordinance shall take effect on September 1, 2023, from and after its passage and the publication of the caption as the law and Charter in such cases provide.

**DULY PASSED BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS,
TEXAS, ON THE 5TH DAY OF SEPTEMBER 2023.**

APPROVED:

Sonja A. Brown, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
4862-6122-4819, v. 1



Discuss and take action to approve Resolution R-20-23, a Resolution of the City Council of the City of Glenn Heights, approving an Interlocal Cooperation Agreement for coordinated health services with Dallas County, Texas on behalf of Dallas County Health and Human Services, to provide public health services to City residents; authorizing the City Manager to execute the same; and providing an effective date. (Parviz Pourazizian, Director of Planning & Development Services)

[illegible]



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: September 5, 2023

SUBJECT

Discuss and take action to approve Resolution R-20-23, a Resolution of the City Council of the City of Glenn Heights, approving an Interlocal Cooperation Agreement for coordinated health services with Dallas County, Texas on behalf of Dallas County Health and Human Services, to provide public health services to City residents; authorizing the City Manager to execute the same; and providing an effective date. (Parviz Pourazizian, Director of Planning & Development Services)

DISCUSSION / BACKGROUND

Dallas County Health and Human Services extends health provisions to various municipalities within Dallas County under contractual terms, aiming to enhance the efficiency of community-based public health endeavors. The array of services to be performed under this agreement include, but are not limited to:

- Immunizations
- Child Health Care
- High-Risk infant case management
- Home Visits

The proposal for an Interlocal Agreement with Dallas County Health and Human Services is being introduced for the City Council's contemplation. This Agreement serves to extend and foster the ongoing cooperative rapport between the two entities, and its intended duration spans until September 30, 2024.

PRIOR COUNCIL OR BOARD ACTION

The existing Interlocal Agreement, which was endorsed by Glenn Heights City Council and executed in September 2022, is slated to conclude on September 30, 2023.

PUBLIC CONTACT

Not applicable.

FINANCIAL IMPACT

The City's cost share portion for services for Fiscal Year 2023-2024 is \$574.00. Residents who access public health services are charged a sliding scale fee based on their ability to pay.

RECOMMENDATION / ALTERNATIVES

Staff recommends that the City Council, by Resolution, authorize the execution of an Interlocal Cooperation Agreement with Dallas County for coordinated health services.

ATTACHMENTS

1. Resolution R-20-23

PREPARED BY

Parviz Pourazizian, Director of Planning & Development Services

REVIEWED BY

Brandi Brown, City Secretary

**CITY OF GLENN HEIGHTS, TEXAS
RESOLUTION NO. R-20-23**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR COORDINATED HEALTH SERVICES WITH DALLAS COUNTY, TEXAS ON BEHALF OF DALLAS COUNTY HEALTH AND HUMAN SERVICES, TO PROVIDE PUBLIC HEALTH SERVICES TO CITY RESIDENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING AN EFFECTIVE DATE

WHEREAS, Dallas County, through Dallas County Health and Human Services, provides certain health service to cities in Dallas County on a contract for services basis to promote the effectiveness of local public health services and goals; and

WHEREAS, the City Council finds it is in the best interest of the citizens of the City of Glenn Heights to participate in such cooperative effort and contract with Dallas County for such services and programs for coordinated public health services.

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

SECTION 1. The Interlocal Agreement for Coordinated Health Services between Dallas County, Texas on behalf of Dallas County Health and Human Services and the City of Glenn Heights, Texas, including all exhibits thereto, attached hereto and incorporated herein by this reference as Exhibit “1” is hereby approved and the City Manager is authorized to execute an Agreement in substantially the form of Exhibit “1” and all other documents necessary to effect the services set forth therein.

SECTION 2. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED this the 5th day of September 2023.

APPROVED:

Sonja A. Brown, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney

Exhibit “1”

THE STATE OF TEXAS	§	INTERLOCAL AGREEMENT FOR
	§	COORDINATED HEALTH SERVICES
	§	BETWEEN DALLAS COUNTY, TEXAS, ON
	§	BEHALF OF DALLAS COUNTY HEALTH AND
COUNTY OF DALLAS	§	HUMAN SERVICES, AND THE CITY
	§	OF GLEN HEIGHTS, TEXAS

1. PARTIES

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

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

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

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

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

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

2. HEALTH SERVICES TO BE PERFORMED

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

- 1) Tuberculosis Control Services: providing preventive, diagnostic treatment, and epidemiological services;
- 2) Sexually Transmitted Disease Control Services: consisting of education to motivate people to use preventive measures and to seek early treatment, prophylaxis, epidemiological investigation, and counseling in accordance with County policy;
- 3) Communicable Disease Control Services: providing information concerning immunization and communicable diseases and coordinating with the Texas Department of State Health Services (“DSHS”) in monitoring communicable diseases;

- 4) Laboratory Services: performing chemical, biological, and bacteriological analysis and tests on which are based diagnosis of disease, effectiveness of treatment, the quality of the environment, the safety of substance for human consumption, and the control of communicable disease.
- B. County agrees to provide to City, in accordance with state and federal law, the following public health services:
- 1) Immunizations;
 - 2) Child health care;
 - 3) High risk infant case management; and
 - 4) Home visits.
- County also agrees to work with City in order to decentralize clinics and to plan and provide for desired services by City; however, any other services that City requires, in addition to the above mentioned services, may result in additional fees to City.
- C. County agrees to charge a sliding-scale fee based on ability to pay to all residents of every municipality, including City, in Dallas County. The fees charged by County for the services listed in Section 2A of this Agreement will be used to offset the City's Program costs for the next Agreement Term. A schedule of fees to be charged by County is set out in Exhibit A, attached and incorporated herein by reference for all purposes.
- D. County agrees that the level of service provided in the Program for City will not be diminished below the level of service provided to City for the same services in the prior Agreement Term except as indicated in Section 2E of this Agreement. For purposes of Section 2E, level of service is measured by the number of patient visits and number of specimens examined. County will submit to City a monthly statement, which will also include the number of patient visits and number of specimens examined during the preceding month.
- E. The possibility exists of reductions in state and federal funding to the Program that could result in curtailment of services, if not subsidized at the local level. County will notify City in writing of any amount of reduction, and any extent to which services will be curtailed as a result. The notice will also include an amount that City may elect to pay to maintain the original level of services. City will notify County in writing no later than fourteen (14) calendar days after the date of City's receipt of the notice of funding reduction as to City's decision to pay the requested amount or to accept the curtailment of service. If City elects to pay the requested amount, payment is due no later than forty-five (45) calendar days after the date of the notice of funding reduction.

3. BUDGET

- A. County agrees to submit to City by July 31st of each year a proposed budget describing the proposed level of services for the next Agreement Term;
- B. For the Term of this Agreement, County agrees to provide the services listed in Section 2 of this Agreement at the level of services and for the amount stated in Exhibit B, C, and D which are attached and incorporated herein by reference for all purposes;
- C. Payment. City shall pay County the following amount, as stated in Exhibit D Five Hundred Seventy Four and 00/100 Dollars (\$574.00) which is the agreed upon amount for City's share of the total cost of the Program less federal and state funding.
- D. In lieu of paying the actual dollar amount stated in this Agreement, City has the option, to the extent authorized by law, ordinances or policy, of making a request to negotiate for in-kind services that are equal in value to the total amount.
- E. This Agreement is contingent upon City's appropriation of funds, or ability to perform in-kind services as described in Section 3D of this Agreement, for the services set forth herein. In the event City fails to appropriate such funds, or provide in-kind services, County shall not incur any obligations under this Agreement.

4. ASSURANCES

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

5. FINANCING OF SERVICES

- A. The health services provided under this Agreement will be financed as follows:
- 1) City and County will make available to the Program all appropriate federal and state funds, personnel, and equipment to provide the health services included under this Agreement and will use best efforts to cause these funds and resources to continue to increase.
 - 2) City shall pay to County, or provide in-kind services, its share of budgeted costs that are in excess of the federal and state funding for providing the health services under this Agreement. Budgeted costs shall not exceed those reflected in Exhibits B, C, and D for the appropriate Agreement Term.
- B. County shall bill City each month an amount equal to one-twelfth (1/12) of its share of annual budgeted costs that exceed federal and state funding for the expenses of the preceding month.
- C. Any payment not made within thirty (30) calendar days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.
- D. City and County agree that no more than ten percent (10%) of the City's cost of participating in the Program will be used for administration of the Program.

6. TERM

The Term of this Agreement shall be effective from October 1, 2023 through September 30, 2024, unless otherwise stated in this Agreement.

7. TERMINATION

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

8. RESPONSIBILITY

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

9. INSURANCE

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

10. ACCESS TO RECORDS RELEVANT TO PROGRAM

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

11. NOTICE

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

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

Keith Moore, Interim City Manager
City of Glenn Heights
1938 S Hampton Rd.
Glenn Heights, TX 75154

12. IMMUNITY

This Agreement is expressly made subject to County's and City's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that City or County has by operation of

law or otherwise. Nothing in this Agreement is intended to benefit any third party beneficiary.

13. COMPLIANCE WITH LAWS AND VENUE

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

14. AMENDMENTS AND CHANGES IN THE LAW

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

15. ENTIRE AGREEMENT

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

16. BINDING EFFECT

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

17. GOVERNMENT FUNDED PROJECT

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

18. DEFAULT/ CUMULATIVE RIGHTS/ MITIGATION

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

19. FISCAL FUNDING CLAUSE

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

20. COUNTERPARTS, NUMBER, GENDER AND HEADINGS

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

21. PREVENTION OF FRAUD AND ABUSE

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

22. AGENCY / INDEPENDENT CONTRACTOR

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

23. SEVERABILITY

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

24. SIGNATORY WARRANTY

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

DALLAS COUNTY:

By: Clay Lewis Jenkins
Dallas County Judge

DATE: _____

Recommended:

By: Dr. Philip Huang
Director, DCHHS

Approved as to Form*:
JOHN CREUZOT
DISTRICT ATTORNEY

By: Rebecca Lundberg
Assistant District Attorney

CITY OF GLENN HEIGHTS:

By: Keith Moore, Interim City Manager

DATE: _____

Attested:

By: Brandi Brown,
City Secretary

Approved as to Form:

By: _____, City Attorney

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

FEE SCHEDULE

SEXUAL HEALTH CLINIC

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

TUBERCULOSIS CLINIC

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

LABORATORY

GC Culture	\$14 each
GEN Probe GC/CT Combo	\$15 each
Trichomonas Testing	\$17 each
HIV 1&2 Test	\$15 each
HIV Test - Rapid	\$20 each
MTB Testing for TB	\$85 each
TB Culture & Concentration	\$25 each
TB Identification	\$15 each
TB Susceptibility	\$31 each
TB Acid Fast Stain	\$8 each
HIV-1 Quant Viral Load	\$45 each
Hepatitis C Virus Quant	\$45 each

NURSING SERVICE

Hepatitis A Havrix*	\$85/Injection
Hepatitis B Vaccine*	\$65/Injection
Twinrix	\$125/Injection
Rabies (PE)	\$415/Injection
IPV	\$55/Injection
Pneumococcal*	\$135/Injection
Adacel (Pertusis) (Tdap)	\$35/injection
HIB	\$25/injection
Japanese Encephalitis	\$380/Injection
Typhoid (Polysaccharide)	\$100/Injection
Typhoid (Oral)	\$105 box
Yellow Fever Vaccine**	\$205/Injection
Boostrix Vaccine*(Tdap)	\$55/Injection
Influenza Vaccine*	\$30/Injection
Influenza (High Dose)	\$80/Injection
Rabies Administrative Fee/	
Serves State Vaccine	\$25 each
Foreign Travel Office Visit Fee	\$25/visit
TD*	\$50/Injection

ENVIRONMENTAL HEALTH

Septic Tank Inspection	\$310/Commercial/Business
	\$260/Residential
Septic Tank Re-inspection	\$35/Residential
	\$85/Commercial
Food Establishment Inspection	\$210/yr./establishment
Half-Way Houses & Boarding Homes, Residential	\$75/plus \$25 for each additional unit on site
Mosquito Spraying for Non-contracting cities	\$185/ per hour
Water Sample	\$50
Mosquito Testing	\$35
Food Mgr. Cert. Program	\$100/per person
Food Mgr. Cert. Retesting	\$50/per person

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

INFECTIOUS DISEASES

Non-Contagious Disease Certification Letter \$20 each

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

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

Varivax*	\$180/Injection
Meningococcal (MCV4)*	\$165/Injection
Shingrix	\$205/Injection
Gardasil (HPV)*	\$295/Injection
Hepatitis A (Pediatric)	\$45/Injection
Hepatitis B (Pediatric)	\$35/Injection

DTaP (Daptacel)	\$40/Injection
DTap-HepB-IPV	\$85/Injection
DTaP-IPV	\$70/Injection
Rotavirus	\$150/Injection
PCV13	\$250/Injection
MMR*	\$105/Injection

Communicable Disease Program:

Hepatitis A/B/C Screening General \$35/Test
Hepatitis A/B/C Screening Qualified \$10/Test

Immunization/VFC Program:

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

Note: (1)*Vaccines marked with asterisks are part of the Adult Safety Net Program (ASNP). Clients eligible to receive through the ASNP will be charged a fee of \$10/shot. (2) **Vaccine Unavailable.

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

Dallas County Health and Human Services

Annual Summary of Services

January 1, 2022 thru December 31, 2022

Exhibit B

	Tuberculosis	Sexually Transmitted Diseases	Laboratory	Communicable Diseases
Municipality				
Addison	20	54	0	1,991
Balch Springs	218	180	0	46
Carrollton	224	203	0	112
Cedar Hill	126	243	0	96
Cockrell Hill	0	3	0	35
Coppell	128	21	0	28
Dallas	7,494	16,541	24,348	6,309
Desoto	121	433	0	172
Duncanville	148	242	0	91
Farmers Branch	101	86	0	44
Garland	1,446	1,743	0	116
Glenn Heights	30	97	0	10
Grand Prairie	398	552	0	303
Highland Park	0	1	0	0
Hutchins	0	69	0	23
Irving	1,100	954	0	419
Lancaster	112	516	0	64
Mesquite	488	800	0	173
Richardson	317	195	0	149
Rowlett	326	109	0	6
Sachse	72	15	0	5
Seagoville	131	98	0	22
Sunnyvale	2	9	0	40
University Park	0	0	0	3
Wilmer	7	83	0	12
Out of County	357	1,823	12,999	1,264
Total	13,366	25,070	37,347	11,533

Dallas County Health and Human Services

Contract Cost by Category

FY2024

Exhibit C

	Tuberculosis	Sexually Transmitted Diseases	Laboratory	Communicable Diseases	FY '23 Contract Total
Municipality					
Addison	\$ 4,046	\$ 6,018	\$ -	\$ 176,363	\$ 2,500
Balch Springs	\$ 44,106	\$ 20,060	\$ -	\$ 4,075	\$ 9,377
Carrollton	\$ 45,319	\$ 22,623	\$ -	\$ 9,921	\$ 23,823
Cedar Hill	\$ 25,492	\$ 27,080	\$ -	\$ 8,504	\$ 2,498
Cockrell Hill	\$ -	\$ 334	\$ -	\$ 3,100	\$ 1,011
Coppell	\$ 25,897	\$ 2,340	\$ -	\$ 2,480	\$ 3,131
Dallas	\$ 1,516,179	\$ 1,843,365	\$ 2,376,474	\$ 558,851	\$ 1,754,252
Desoto	\$ 24,481	\$ 48,254	\$ -	\$ 15,236	\$ 17,620
Duncanville	\$ 29,943	\$ 26,969	\$ -	\$ 8,061	\$ 11,273
Farmers Branch	\$ 20,434	\$ 9,584	\$ -	\$ 3,898	\$ 6,856
Garland	\$ 292,553	\$ 194,244	\$ -	\$ 10,275	\$ 80,156
Glenn Heights	\$ 6,070	\$ 10,810	\$ -	\$ 886	\$ 574
Grand Prairie	\$ 80,523	\$ 61,516	\$ -	\$ 26,840	\$ 38,854
Highland Park	\$ -	\$ 111	\$ -	\$ -	\$ 132
Hutchins	\$ -	\$ 7,690	\$ -	\$ 2,037	\$ 3,149
Irving	\$ 222,551	\$ 106,316	\$ -	\$ 37,115	\$ 81,906
Lancaster	\$ 22,660	\$ 57,504	\$ -	\$ 5,669	\$ 12,106
Mesquite	\$ 98,732	\$ 89,154	\$ -	\$ 15,324	\$ 31,608
Richardson	\$ 64,135	\$ 21,731	\$ -	\$ 13,198	\$ 23,756
Rowlett	\$ 65,956	\$ 12,147	\$ -	\$ 531	\$ 4,925
Sachse	\$ 14,567	\$ 1,672	\$ -	\$ 443	\$ 362
Seagoville	\$ 26,504	\$ 10,921	\$ -	\$ 1,949	\$ 6,440
Sunnyvale	\$ 405	\$ 1,003	\$ -	\$ 3,543	\$ 99
University Park	\$ -	\$ -	\$ -	\$ 266	\$ 48
Wilmer	\$ 1,416	\$ 9,250	\$ -	\$ 1,063	\$ 2,597
Out of County	\$ 72,228	\$ 203,159	\$ 1,268,761	\$ 111,965	\$ 77,142
Total	\$ 2,704,197	\$ 2,793,856	\$ 3,645,235	\$ 1,021,593	\$ 2,196,195

Dallas County Health and Human Services

Total Contract Costs

FY2024

Exhibit D

Municipality

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

Total

\$ 2,196,195

*Non-contracting



Discuss and take action to approve Resolution R-21-23, a Resolution of the City Council of the City of Glenn Heights, Texas, approving an Interlocal Cooperation Agreement for food establishment inspection and environmental health services with Dallas County; authorizing the City Manager to execute the same; providing an effective date. (Parviz Pourazizian, Director of Planning & Development Services)

[illegible]



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: September 5, 2023

SUBJECT

Discuss and take action to approve Resolution R-21-23, a Resolution of the City Council of the City of Glenn Heights, Texas, approving an Interlocal Cooperation Agreement for food establishment inspection and environmental health services with Dallas County; authorizing the City Manager to execute the same; providing an effective date. (Parviz Pourazizian, Director of Planning & Development Services)

DISCUSSION / BACKGROUND

This agreement allows the conduct of yearly environmental and safety inspections on local food establishments within the City of Glenn Heights boundaries. The Interlocal Agreement with Dallas County Health and Human Services is presented for consideration to the City Council and aims to sustain the collaborative association between both entities until September 30, 2024.

PRIOR COUNCIL OR BOARD ACTION

Resolution R-21-22, which authorized the current Interlocal Agreement, was approved by City Council on August 16, 2022 and is set to expire on September 30, 2023.

PUBLIC CONTACT

Not applicable.

FINANCIAL IMPACT

The City will collect and remit fees in the amount of \$105.00 per inspection from local food establishments to Dallas County per the terms of the Interlocal Agreement.

RECOMMENDATION / ALTERNATIVES

Staff recommends that the City Council, by Resolution, authorize the execution of an

Interlocal Cooperation Agreement with Dallas County for food establishment inspections and environmental health services.

ATTACHMENTS

1. Resolution R-21-23

PREPARED BY

Parviz Pourazizian, Director of Planning & Development Services

REVIEWED BY

Brandi Brown, City Secretary

**CITY OF GLENN HEIGHTS, TEXAS
RESOLUTION NO. R-21-23**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN
HEIGHTS, TEXAS APPROVING AN INTERLOCAL COOPERATION
AGREEMENT FOR FOOD ESTABLISHMENT INSPECTION AND
ENVIRONMENTAL HEALTH SERVICES WITH DALLAS COUNTY;
AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME;
PROVIDING AN EFFECTIVE DATE**

WHEREAS, the number of inspections and enforcement actions relating to food establishments within the City of Glenn Heights and the number of environmental health services related to vector and mosquito control does not justify the employment of a full or part-time employee to perform such services; and

WHEREAS, City staff has recommended that the City engage the services of Dallas County Health and Human Services (“HHS”) to provide coordinated health services, including food inspection and other environmental health services, for the City through an interlocal cooperation agreement with Dallas County; and

WHEREAS, the City Council of the City of Glenn Heights finds it to be in public interest to enter into said interlocal cooperation agreement with Dallas County, on behalf of HHS, to provide these health services on the terms and conditions set forth in the Interlocal Agreement for Food Establishment Inspection and Environmental Health Services Between Dallas County, on Behalf of Dallas County Health and Human Services, and the City of Glenn Heights, a copy of which is attached hereto as Exhibit “A.”

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

SECTION 1. The Interlocal Agreement for Food Establishment Inspection and Environmental Health Services Between Dallas County, on Behalf of Dallas County Health and Human Services, and the City of Glenn Heights, a copy of which is attached hereto as Exhibit “A,” is hereby approved and the City Manager be authorized to execute an Agreement in substantially the form of Exhibit “A” and all other documents necessary to effect the services set forth therein.

SECTION 2. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED this the 5th day of September 2023.

APPROVED:

Sonja A. Brown, Mayor

ATTEST:

Brandi Brown, City Secretary
APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney

Exhibit “A”

STATE OF TEXAS	§	INTERLOCAL AGREEMENT FOR FOOD
	§	ESTABLISHMENT INSPECTION AND
	§	ENVIRONMENTAL HEALTH SERVICES BETWEEN
	§	DALLAS COUNTY, ON BEHALF OF DALLAS
	§	COUNTY HEALTH AND HUMAN SERVICES, AND
COUNTY OF DALLAS	§	CITY OF GLENN HEIGHTS

SECTION 1: PARTIES

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

SECTION 2: TERM

The Term of this Agreement is for a period commencing on the Effective Date as defined herein and continuing through September 30, 2024 unless otherwise stated in this Agreement. ("Term")

SECTION 3: INSPECTION SERVICES AND REQUIREMENTS

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

SECTION 4: FEES AND PAYMENTS TO THE COUNTY

- A. The City will collect and submit to the County a fee of Two Hundred and Ten and 00/100 Dollars (\$210 .00) per a Term for each food establishment inspected.

B. Beginning with the third inspection of a food establishment, the City will pay a One Hundred and Five and 00/100 Dollars (\$105.00) fee for each additional inspection of that establishment requested by the City.

C. The City will collect One Hundred and Five and 00/100 Dollars (\$105.00) to be paid to the County for a re-opening or inspection fee of a food establishment that has been closed due to non-compliance of Chapter 437 of the Texas Health and Safety Code, or any other state rules and regulations.

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

E. The City shall pay County the stipulated fees within thirty (30) days of the monthly request for payment, or if County fails to make the payment request, then City shall pay the stipulated fees no later than the last date of this Agreement Term upon receipt of not less than thirty (30) days advance written notice from the County of amounts due. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

SECTION 5: OTHER ENVIRONMENTAL HEALTH SERVICES

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

B. In the event aerial spraying is needed to control St. Louis Encephalitis or West Nile virus throughout the County, the City will have the option to participate in the County's emergency aerial mosquito spraying plan. Should the City agree to participate in the plan, the City must provide written notice to County and agree to the following:

- 1) Indicate the areas and amount of acres to be sprayed; and
- 2) Pay the City's proportioned share of the cost based upon the number of acres to be sprayed multiplied by the per-acre spraying cost.

SECTION 6: RECORDS

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

SECTION 7: TERMINATION

A. Without Cause: This Agreement may be terminated in writing, without cause, by either party upon thirty (30) days prior written notice to the other party;

B. With Cause: The County reserves the right to terminate the Agreement immediately and upon provision of written notice to City, in whole or in part, at its sole discretion, for the following reasons:

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

SECTION 8: CITY ORDINANCE

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

SECTION 9: INDEMNIFICATION

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

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

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

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

SECTION 10: INSURANCE

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

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

SECTION 11: NOTICE

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

COUNTY

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

City of Glenn Heights

Sonja A. Brown, Mayor
1938 S Hampton Rd BLDG C
Glenn Heights, Texas 75154

W/copy to:

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

SECTION 12: MISCELLANEOUS PROVISIONS

12.1 ENTIRE AGREEMENT AND AMENDMENT

This Agreement, including any Exhibits and Attachments, constitutes the entire agreement between the parties and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

12.2 COUNTERPARTS, NUMBER/GENDER AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings are for the convenience of reference only and shall not be considered in any interpretation of this Agreement

12.3 SEVERABILITY

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

12.4 FISCAL FUNDING CLAUSE

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

12.5 DEFAULT/CUMULATIVE RIGHTS/MITIGATION

It is not a waiver of default if the non-defaulting party fails to declare a default or delays in taking any action. Waiver of any term, covenant, condition or violation of this Agreement shall not be deemed or construed a waiver unless made in authorized written instrument, nor shall such waiver be deemed or construed a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. The City has a duty to mitigate damages.

12.6 GOVERNMENTAL IMMUNITY

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

12.7 COMPLIANCE WITH LAWS AND VENUE

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

12.8 RELATIONSHIP OF PARTIES

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

12.9 CONTRA PROFERENTUM

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

12.10 ASSIGNMENT

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

12.11 CONTINUING OBLIGATIONS

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

12.12 FORCE MAJEURE

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

12.13 BINDING EFFECT

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

12.14 SIGNATORY WARRANTY

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

EXECUTED THIS _____ DAY OF _____ 2023. ("Effective Date")

FOR DALLAS COUNTY:

FOR CITY:

BY: _____
Clay Lewis Jenkins
County Judge

BY: _____
Keith Moore / Interim City Manager

DATE: _____

DATE: _____

Recommended:

Recommended (CITY):

BY: _____
Dr. Philip Huang
Director, DCHHS

BY: _____
Title: _____

Approved as to Form*:

Approved as to Form (CITY):

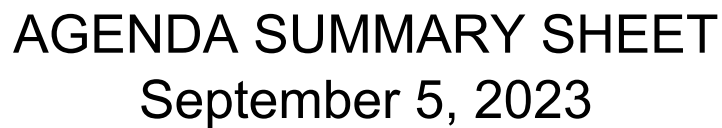
JOHN CREUZOT
CRIMINAL DISTRICT ATTORNEY
DALLAS COUNTY, TEXAS

BY: _____
Title: _____

BARBARA NICHOLAS
CHIEF, CIVIL DIVISION

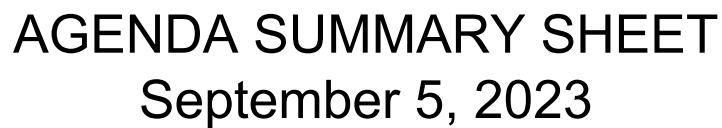
BY: Rebecca Lundberg
Assistant District Attorney

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



Public Hearing to receive testimony regarding the Proposed Fiscal Year 2023-2024 Budget.
(Clifford Blackwell, Deputy City Manager)

[illegible]



Discussion and first reading to consider Ordinance O-08-23, an Ordinance of the City Council of the City of Glenn Heights, Texas, adopting the Budget for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024. (Clifford Blackwell, Deputy City Manager)

[illegible]



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: September 5, 2023

SUBJECT

Discuss and take action on Ordinance O-08-23, an Ordinance of the City Council of the City of Glenn Heights, Texas, adopting the Budget for Fiscal Year beginning October 1, 2023 and ending September 30, 2024; providing that expenditures for said Fiscal Year shall be made in accordance with said Budget; appropriating and setting aside the necessary funds out of the general and other revenues for said Fiscal Year for the maintenance and operation of the various departments and for various activities and improvements of the City; providing a repealing clause; providing a severability clause; and providing an effective date.

DISCUSSION / BACKGROUND

The City of Glenn Heights Charter, Section 5.02, stipulates that the City Manager is responsible to Council for the proper administration of the financial affairs, condition, and future needs of the City, and is to make recommendations to Council as deemed necessary. Keith Moore, Interim City Manager, delivered the City Manager's Proposed Fiscal Year 2023-2024 Annual Budget on July 31, 2024. Clifford Blackwell, Deputy City Manager formally presented the Proposed Budget on August 8, 2023. The Public Hearing on the Proposed Budget will be conducted on September 5, 2023.

The staff has complied with all public notice requirements stipulated in the Local Government Code and the City's Home Rule Charter.

This agenda matter will allow the City Council to consider approving Ordinance O-08-23, an Ordinance adopting the Budget for Fiscal Year 2023-2024, beginning October 1, 2023 and ending September 30, 2024; providing that expenditures for said Fiscal Year shall be made in accordance with said Budget; appropriating and setting aside the necessary funds out of the general and other revenues for said Fiscal Year for the maintenance and operation of the various departments and for various activities and

improvements of the City.

PRIOR COUNCIL OR BOARD ACTION

Not applicable.

PUBLIC CONTACT

Public Contact has been made through publications in the Focus Daily News and on the City's website, as required by law.

FINANCIAL IMPACT

The Fiscal Impact will be determined by the adoption of the City Manager's Proposed Fiscal Year 2023-2024 Budget.

RECOMMENDATION / ALTERNATIVES

Staff recommends adoption of Ordinance O-08-23 on September 12, 2023.

ATTACHMENTS

1. Ordinance O-08-23

PREPARED BY

Clifford Blackwell, Deputy City Manager

REVIEWED BY

Brandi Brown, City Secretary

ORDINANCE O-08-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, ADOPTING THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS OUT OF THE GENERAL AND OTHER REVENUES FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF THE VARIOUS DEPARTMENTS AND FOR VARIOUS ACTIVITIES AND IMPROVEMENTS OF THE CITY; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an annual budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024, has been duly created by the financial office of the City of Glenn Heights, Texas, in accordance with Chapter 102.002 of the Local Government Code; and

WHEREAS, as required by Section 7.02 of the City Charter, the City Manager has prepared and submitted to the City Council a proposed budget of expenditures and revenues of the City for the fiscal year beginning October 1, 2023 and ending September 30, 2024; and

WHEREAS, the financial office for the City of Glenn Heights has filed the proposed budget in the office of the City Secretary and the proposed budget was made available for public inspection in accordance with Chapter 102.005 of the Local Government Code; and

WHEREAS, public hearing as required by Chapter 102.006 of the Local Government Code was held following due publication of notice thereof, at which time all citizens and parties of interest were given the opportunity to be heard regarding the proposed budget; and

WHEREAS, after full and final consideration, it is the opinion of the Glenn Heights City Council that the 2023-2024 fiscal year budget as hereinafter set forth should be adopted.

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

SECTION 1. That the proposed budget of the revenue and expenditures necessary for conducting the affairs of the City of Glenn Heights, Texas, said budget being in the amount of \$38,469,818, including nonoperating transfers, providing a complete financial plan for the fiscal year beginning October 1, 2023 and ending September 30, 2024 as submitted to the City Council by the City Manager, a copy

of which is attached hereto and incorporated herein by this reference as Exhibit A” and which is also on file in the City Secretary’s Office, be and the same is hereby adopted and approved as the budget of the City of Glenn Heights, Texas for the fiscal year beginning October 1, 2023 and ending September 30, 2024.

SECTION 2. That the sum of \$38,469,818 is hereby appropriated for the payment of the expenditures established in the approved budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024.

SECTION 3. That the expenditures during the fiscal year beginning October 1, 2023 and ending September 30, 2024 shall be made in accordance with the budget approved by this ordinance unless otherwise authorized by a duly enacted ordinance of the City of Glenn Heights, Texas.

SECTION 4. That all budget amendments and transfers of appropriations budgeted from one account or activity to another within any individual activity for the fiscal year 2023-2024 are hereby ratified, and the budget Ordinance for fiscal year 2023–2024, heretofore enacted by the City Council, be and the same is hereby amended to the extent of such transfers and amendments for all purposes.

SECTION 5. That specific authority is given to the City Manager to take and/or make the following actions:

1. Transfer of appropriations budgeted from one account classification to another account classification within the same department.
2. Transfer of appropriations from designated appropriation from one department or activity to another department or activity within the same fund.
3. Invest idle funds, whether operating funds or bond funds, in accordance with the City’s Investment Policy as prescribed by the Public Funds Investment Act.

SECTION 6. All ordinances of the City of Glenn Heights, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 7. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance which shall remain in full force and effect.

SECTION 8. This Ordinance shall take effect from and after its passage.

UPON CALLING FOR A VOTE FOR APPROVAL OF THIS ORDINANCE, THE MEMBERS OF THE CITY COUNCIL VOTED AS FOLLOWS:

	Aye	Nay
Sonja A. Brown, Mayor		
Sherron Mosley, Council Member – Place 1		
Harry A. Garrett, Mayor Pro Tem – Place 2		
Travis Bruton, Council Member – Place 3		
Stephanne Hale, Council Member – Place 4		
Laymon M. Lightfoot, Council Member – Place 5		
Cornel Benford II, Council Member – Place 6		

WITH ___ VOTING “AYE” AND ___ VOTING “NAY”, THIS ORDINANCE IS DULY PASSED BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, ON THE 12TH DAY OF SEPTEMBER 2023.

APPROVED

Sonja A. Brown, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
4883-2192-4477, v. 1

EXHIBIT A
[Budget FY 2023]



City of Glenn Heights
Proposed Budget Revenues and Expenditures
FISCAL YEAR 2023-2024

ALL FUNDS

		2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Adopted Budget		2023-24 C.I.P. Budget	2023-24 Operating Budget
REVENUES	CHARGE FOR SERVICES	7,993,940	8,324,219	10,125,493	11,335,660		-	11,655,480
REVENUES	PROPERTY TAXES	6,544,456	7,327,760	8,296,756	8,937,290		-	9,632,357
REVENUES	TRANSFERS IN/(OUT)	2,061,654	4,178,253	7,950,793	2,650,351		300,000	125,775
REVENUES	GRANTS & CONTRIBUTIONS	195,792	542,454	3,358,887	2,784,524		3,398,625	-
REVENUES	PERMITS AND LICENSES	2,580,074	2,218,789	1,553,518	1,372,040		-	758,650
REVENUES	IMPACT	1,211,088	1,445,278	968,572	899,210		599,210	-
REVENUES	SALES TAXES	827,365	944,926	1,015,376	915,000		-	965,000
REVENUES	FRANCHISE TAXES	581,890	484,368	622,996	573,250		-	596,500
REVENUES	MAJOR DONATION	930,349	718,543	129,458	1,000,000		-	220,000
REVENUES	MISCELLANEOUS	937,038	358,182	218,294	10,900		-	27,400
REVENUES	COURT FINES	190,124	226,706	199,737	472,812		-	257,500
REVENUES	INTEREST	320,659	149,420	122,229	54,250		30,000	164,350
REVENUES	RECREATION	195,000	230,020	157,323	(66,650)		135,960	154,800
REVENUES	OTHER FINANCING RESOURC	536,744	-	-	-		-	-

TOTAL INFLOWS

25,106,173	27,148,918	34,719,432	30,938,637	-	4,463,795	24,557,812
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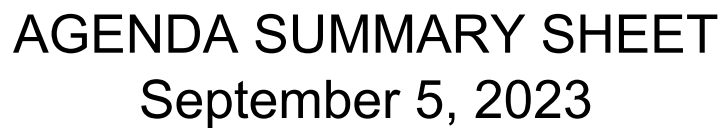
EXPENSES	Capital Outlay	2,428,154	6,896,045	9,775,176	20,507,935		11,837,910	118,900
EXPENSES	Contractual Services	6,300,553	6,750,961	7,948,114	9,690,690		165,000	9,938,690
EXPENSES	Personnel	5,937,214	6,276,907	5,930,982	8,275,330		-	9,462,931
EXPENSES	Transfers	641,136	4,178,253	7,950,793	2,868,921		-	390,000
EXPENSES	Debt	1,531,236	1,573,748	2,208,380	1,786,418		-	1,780,923
EXPENSES	Operating	894,060	765,747	1,073,663	1,313,980		-	1,268,389
EXPENSES	Grants	25,000	41,575	688	1,210,000		1,680,000	10,000
EXPENSES	Supplies	454,269	359,270	654,670	588,875		-	693,705
EXPENSES	Repairs and Maintenance	257,293	453,810	268,906	475,500		350,000	555,500
EXPENSES	EXPENSES	1,030,622	1,003,339	-	-		-	-
EXPENSES	Events	20,376	4,250	28,003	154,900		-	217,870

TOTAL OUTFLOWS

19,519,913	28,303,905	35,839,375	46,872,549	-	14,032,910	24,436,908
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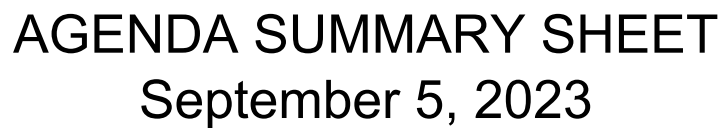
Revenues Less Expenses

5,586,260	(1,154,987)	(1,119,943)	(15,933,912)	(9,569,115)	120,904
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Discuss and take action to postpone vote on approval of the Proposed Fiscal Year 2023-2024 Budget to the September 12, 2023, City Council Meeting. (Clifford Blackwell, Deputy City Manager)

[illegible]



Public Hearing to receive testimony regarding the Proposed Property Tax Rate for Fiscal Year 2023. (Clifford Blackwell, Deputy City Manager)

[illegible]

AGENDA SUMMARY SHEET

September 5, 2023

AGENDA, ITEM 5

Discussion and first reading to consider Ordinance O-09-23, an Ordinance of the City Council of the City of Glenn Heights, Texas, adopting and levying ad valorem taxes for the year 2023 (Fiscal Year 2023-2024) at a rate of \$0.564729 per one hundred dollars (\$100) assessed valuation on all taxable property within the corporate limits of the City of Glenn Heights, Texas. (Clifford Blackwell, Deputy City Manager)

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

[illegible]



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: September 5, 2023

SUBJECT

Discuss and take action on Ordinance O-09-23, an Ordinance of the City Council of the City of Glenn Heights, Texas, adopting and levying ad valorem taxes for the tax year 2023 (Fiscal Year 2023 - 2024) at a rate of \$0.564729 per one hundred dollars (\$100) assessed valuation on all taxable property within the corporate limits of the City of Glenn Heights as of January 1, 2023, to provide revenue for the payment of current expenses; providing for an interest and sinking fund for all outstanding debt of the City of Glenn Heights; providing for due and delinquent dates together with penalties and interest; approving the 2023 tax roll certified by the Chief Appraisers for Dallas and Ellis Counties; providing a severability clause; providing a repealing clause; and providing an effective date.

DISCUSSION / BACKGROUND

City Council will consider the Proposed Tax Rate of \$0.564729 per One Hundred Dollars (\$100) Assessed Valuation. For the purpose of defraying the current expenditures (Maintenance and Operations) of the municipal government of the City of Glenn Heights, a tax of \$0.481680 on each and every One Hundred Dollars (\$100) assessed value on all taxable property; and for the purpose of creating an interest and sinking fund (Interest and Sinking Fund) to pay the interest and principal maturities of all outstanding debt of the City of Glenn Heights not otherwise provided for, a tax of \$0.083049 on each One Hundred Dollars (\$100) assessed value of taxable property within the City of Glenn Heights, and shall be applied to the payment of interest and maturities of all such outstanding debt of the City.

This tax rate will raise more taxes for maintenance and operations than last year's rate.

The overall tax rate will be lowered by 10.67 percent, going from the previous rate of \$0.632211 per \$100 assessed valuation(AV) to the proposed rate of \$0.564729 per

\$100 AV. The maintenance & operations tax rate exceeds the no-new-revenue maintenance and operations tax rate, and it will increase taxes for maintenance and operations on a \$100,000 home by approximately \$16.29.

PRIOR COUNCIL OR BOARD ACTION

Not applicable.

PUBLIC CONTACT

Public Notices related to the Fiscal Year 2023–2024 Tax Rate have been given by posting on the City Council’s official bulletin board, on the City of Glenn Heights’ website, and in the local newspaper.

FINANCIAL IMPACT

Adoption of this Ordinance will raise \$9,632,357 in property tax revenue for Fiscal Year 2023–2024.

RECOMMENDATION / ALTERNATIVES

Staff recommends adoption of Ordinance O-09-23 on September 12, 2023.

ATTACHMENTS

1. Ordinance O-09-23

PREPARED BY

Clifford Blackwell, Deputy City Manager

REVIEWED BY

Brandi Brown, City Secretary

ORDINANCE O-09-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, ADOPTING AND LEVYING AD VALOREM TAXES FOR THE TAX YEAR 2023 (FISCAL YEAR 2023 - 2024) AT A RATE OF \$0.564729 PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF GLENN HEIGHTS AS OF JANUARY 1, 2023, TO PROVIDE REVENUE FOR THE PAYMENT OF CURRENT EXPENSES; PROVIDING FOR AN INTEREST AND SINKING FUND FOR ALL OUTSTANDING DEBT OF THE CITY OF GLENN HEIGHTS; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; APPROVING THE ESTIMATED 2023 TAX ROLL PROVIDED BY THE CHIEF APPRAISERS FOR DALLAS AND ELLIS COUNTIES AS ALLOWED BY LAW; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, following public notices duly posted and published in all things as required by law, public hearings were held by and before the City Council of the City of Glenn Heights, the subject of which was the proposed tax rate for the City of Glenn Heights for Fiscal Year 2023-2024, submitted by the City Manager in accordance with provisions of the City Charter and state statutes; and

WHEREAS, the City Council, upon full consideration of the matter, is of the opinion that the tax rate hereinafter set forth is proper and should be approved and adopted.

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

SECTION 1. There is hereby approved, adopted and levied for the tax year 2023 on all taxable property, real, personal and mixed, situated within the corporate limits of the City of Glenn Heights, Texas, and not exempt by the Constitution of the State and valid State laws, a tax of \$0.564729 on each One Hundred Dollars (\$100) assessed valuation of taxable property, which consists of two components each one of which is separately approved by the Council as follows:

- (a) \$0.083049 per One Hundred Dollars (\$100) of taxable value, the rate that, if applied to the total taxable value, will impose the total amount published under Section 26.04(e)(3)(C) of the Texas Property Tax Code (Tax Code), less any amount of additional sales and use tax revenue that will be used to pay debt service; and
- (b) \$0.481680 per One Hundred Dollars (\$100) taxable value, the rate that, if applied to the total taxable value, will impose the amount of taxes needed to fund maintenance and operation expenditures of the City for the coming year.

SECTION 2. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.50 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$16.29.

SECTION 3. All ad valorem taxes shall become due and payable on October 1, 2023, and all ad valorem taxes for the year shall become delinquent if not paid prior to February 1, 2024. There shall be no discount for payment of taxes prior to February 1, 2024. A delinquent tax shall incur all penalty and interest authorized by law, to wit:

- (a) A penalty of six percent (6%) on the amount of the tax for the first calendar month it is delinquent, plus one percent (1%) for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent.
- (b) Provided, however, a tax delinquent on July 1, 2024, incurs a total penalty of twelve percent (12%) of the amount of delinquent tax without regard to the number of months the tax has been delinquent. A delinquent tax shall also accrue interest at the rate of one percent (1%) for each month or portion of a month the tax remains unpaid. Taxes for the year 2022 and taxes for all future years that become delinquent on or after February 1 but not later than May 1, that remain delinquent on July 1 of the year in which they become delinquent, incur an additional penalty in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 6.30 and 33.07, as amended. Taxes assessed against tangible personal property for the year 2021 and for all future years that become delinquent on or after February 1 of a year incur an additional penalty on the later of the date the personal property taxes become subject to the delinquent tax attorney's contract, or 60 days after the date the taxes become delinquent, such penalty to be in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 33.11. Taxes for the year 2021 and taxes for all future years that remain delinquent on or after June 1 under Texas Property Tax Code Sections 26.07(f), 26.15(e), 31.03, 31.031, 31.032 or 31.04 incur an additional penalty in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 6.30 and Section 33.08, as amended.

SECTION 3. The Dallas and Ellis County Tax Assessors/Collectors are hereby authorized to assess and collect the taxes of the City of Glenn Heights, Texas.

SECTION 4. The City shall have available all the rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

SECTION 5. The tax rolls as presented to the City Council, together with any supplements thereto, be and the same are hereby approved.

SECTION 6. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance which shall remain in full force and effect.

SECTION 7. All ordinances of the City of Glenn Heights, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 8. This ordinance shall take effect immediately from and after its passage, as the law and charter in such cases provide.

UPON CALLING FOR A VOTE FOR APPROVAL OF THIS ORDINANCE, THE MEMBERS OF THE CITY COUNCIL VOTED AS FOLLOWS:

	Aye	Nay
Sonja A. Brown, Mayor		
Sherron Mosley, Council Member – Place 1		
Harry Garrett, Mayor Pro Tem – Place 2		
Travis Bruton, Council Member – Place 3		
Stephanne Hale, Council Member – Place 4		
Laymon M. Lightfoot, Council Member – Place 5		
Cornel Benford II, Council Member – Place 6		

WITH__ VOTING “AYE” AND__ VOTING “NAY”, AND AT LEAST 60% OF THE MEMBERS OF THE GOVERNING BODY VOTING IN FAVOR OF THE ORDINANCE, THIS ORDINANCE IS DULY PASSED BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, ON THE 12TH DAY OF SEPTEMBER 2023.

APPROVED:

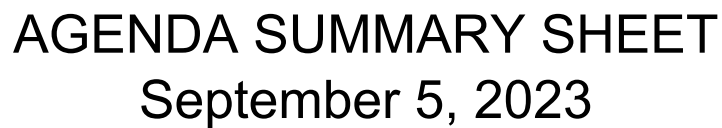
Sonja A. Brown, Mayor

ATTEST:

Brandi Brown, City Secretary

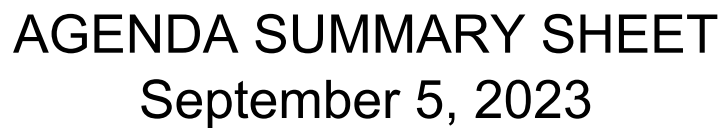
APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
4878-2607-8845, v. 1



Discuss and take action to postpone vote on approval of the Proposed Property Tax Rate for Fiscal Year 2023 to the September 12, 2023, City Council Meeting. (Clifford Blackwell, Deputy City Manager)

[illegible]



Discuss and take action on a partnership between the City of Glenn Heights and the Red Oak Area Chamber of Commerce. (Keith Moore, Interim City Manager)

[illegible]



**Red Oak Area Chamber/
City of Glenn Heights
Partnership Proposal
September 5, 2023**

Facts about the Red Oak Area Chamber

- Started in 1973 (50th anniversary),
 - Sponsored the East Texas Chamber in Longview
- I began in 2019, have 12 previous years of Restaurant Management, have MBA in Strategic Management
- Partnered and formed the Ellis County Chamber Coalition
 - Created the Leadership Ellis County program, the first leadership/education based program in Red Oak
- Joined the US Chamber of Commerce in 2022
- Opened our first-ever dedicated offices in April in the new Red Oak Government Center
- Currently have 180 members
 - Gain of just over 30% during my tenure
 - Membership Revenue increase of 175% during tenure

Red Oak Area Chamber Major Events



Indoor Market
March 25th



Golf Tournament
Benefits Scholarship Program
April 28th



Outdoor Festival/Parade
September 16th



Annual Auction & Dinner
October 14th

Red Oak Area Chamber Other Activities

- Monthly Luncheons
 - 4th Wednesday of Each Month
- Chamber Scholarship Program
 - 22 years, over \$93,000 given to local seniors from ROHS and LHSW
- Leadership Ellis County (2 years)
- Red Oak Area Chamber Education Program launched last week
 - Blogs, podcasts, educational resources, industry round tables, unique programs and training options

Timeline of Events

The initial conversation about this opportunity began at the ROISD Back to School Fair in August 2022

In February, developed a comprehensive plan with CM Hall on how to move forward with creating this proposal.

Over the next few months, negotiated between City of Glenn Heights, City of Red Oak and Chamber Board to make sure all parties accept proposed changes, logos, etc.

Mr. Hall accepted another position, and shifted the conversation to Interim CM Keith Moore and ACM Cliff Blackwell, along with Chamber Exec Board, came to agreement on final proposal.

Organizational Structure

- In this setup, the Red Oak Area Chamber is the Parent/Umbrella Organization, and the Glenn Heights Chamber is "part of".
- On the surface, each community will still have their own Chamber, and that Chamber will be managed by the ROACC
 - Similar to Aramark Foodservice
 - No community will loose their identity.
 - Each Community will have their own branding
 - Each Community will have their own separate events
- 1 Chamber Membership price for both Chambers
 - For each member, there is the "allure" that they get more bang for their buck, by joining 2 Chambers and represented in the larger community
 - Includes marketing, promotion, events, etc.

Together



By itself



What the Chamber Would Provide

- ROACC would represent the City of Glenn Heights
- We would explore event opportunities to the city
 - GH State of the City Address in January
 - Explore other opportunities to have Quarterly meetings at GH City Hall
- Create educational opportunities for local businesses to grow and prosper
- Regular City Council Meeting Attendance by Chamber
- City will have an liaison seat on the Chamber Board
- Representation on website and printed directory
- Develop strategy to help develop a similar Scholarship Program for Desoto High School

What the City Would Provide

- Glenn Heights would recognize us as the city's official chamber, and encourage local businesses to be involved
- GH would provide compensation of \$8000
- Use of city facilities and/or city resources (cleaning/police/etc) as needed for Chamber events/mutual benefit

Thank You!





CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: September 5, 2023

SUBJECT

Zoning Case 23-001-SP: Discuss and take action on a request concerning a Site Plan for Holy House of Prayer Church by Oscar Galan with Classic Design Group. The 1.1636 acre property is zoned Neighborhood Services (NS) in Heritage Estates Block F. The property is located at the northwest corner of West Bear Creek and Heritage Blvd, Glenn Heights, Dallas County, Texas. The proposed use is Church.

DISCUSSION / BACKGROUND

The applicant proposes to develop a Church located at the corner of W Bear Creek and Heritage Blvd. The property address is 405 W Bear Creek Road. Surrounding land use is single-family residential. The proposed site plan includes access from Santa Heritage Blvd and one W Bear Creek Road entrance.

A new 5,000-square-foot church building for "The Holy House of Prayer" will be constructed on the 1.163 acres located at the northwest corner of West Bear Creek Road and Heritage Blvd. The main entrance doors shall be facing West Bear Creek Road.

The site proposes a drive approach entrance on West Bear Creek Road and another on Heritage Blvd in addition to the required landscaping per City Ordinance. Additional landscaping shall be installed at the front of the building at the side of the main entrance doors for curb appeal so that the site is entirely intact, with concrete sidewalks and a parking lot. All plantings shall conform to City Landscape Ordinances. All landscaped areas shall have an automatic sprinkler system for proper irrigation plantings. Grass installed in the developed area shall be per City Landscape Ordinance species. Required landscape buffers shall be installed at the frontages of both streets.

A 6' tall masonry constructed screening fence shall be installed along the north and

west property line per City Ordinance for residential adjacency.

Parking spaces shall be provided per the seats in the sanctuary, and we are proposing to provide 43 spaces for the 102 persons at service times and a monument sign located on the southeast corner of the lot next to the intersecting streets. The monument sign shall meet the requirements of the City Sign Ordinance.

The church shall be constructed with a contemporary modern exterior design along with finishes to complement the neighborhood in which it will be located. The exterior finishes shall include 36" high stone on the exterior wall with EIFS finishes above the stone, and the colors shall be of earth tone. The roof line shall be a single slope and shall be of metal panel finish, and the overall height of the building shall be approximately 20'-6".

A Cross shall be installed at the front face of the building instead of a church steeple, and will be in a size complementary to the building's vertical wall height. All windows and/or glazing shall meet the requirements for "Low E" compliance with clear anodized storefront frames.

Screening for mechanical equipment shall be provided to match the finishes of the building, along with any trash enclosure required with metal gates and masonry constructed with finishes matching the building. A fire hydrant will be installed per the City of Glenn Heights Fire Marshall along Heritage Blvd.

PRIOR COUNCIL OR BOARD ACTION

The Planning and Zoning Commission approved the site plan at their July 24, 2023, Meeting.

PUBLIC CONTACT

Not applicable.

FINANCIAL IMPACT

Not applicable.

RECOMMENDATION / ALTERNATIVES

Staff recommends the approval of this site plan request with the condition that the

property is developed in compliance with landscaping, screening, lighting, and parking lot design standards and with the following items as conditions:

- Driveway along W Bear Creek Road shall be Right-in and Right-out with a raised median
- Visibility triangle shall be per Glenn Heights Ordinance
- The driveway approach shall be a minimum of 25 feet

ATTACHMENTS

1. Recorded Plat
2. Topographic Survey
3. Proposed Site Plan
4. Proposed Elevations
5. Proposed Landscape Plans
6. Proposed Floor Plan
7. Presentation - House of Prayer

PREPARED BY

Parviz Pourazizian, Director of Planning and Development Services

REVIEWED BY

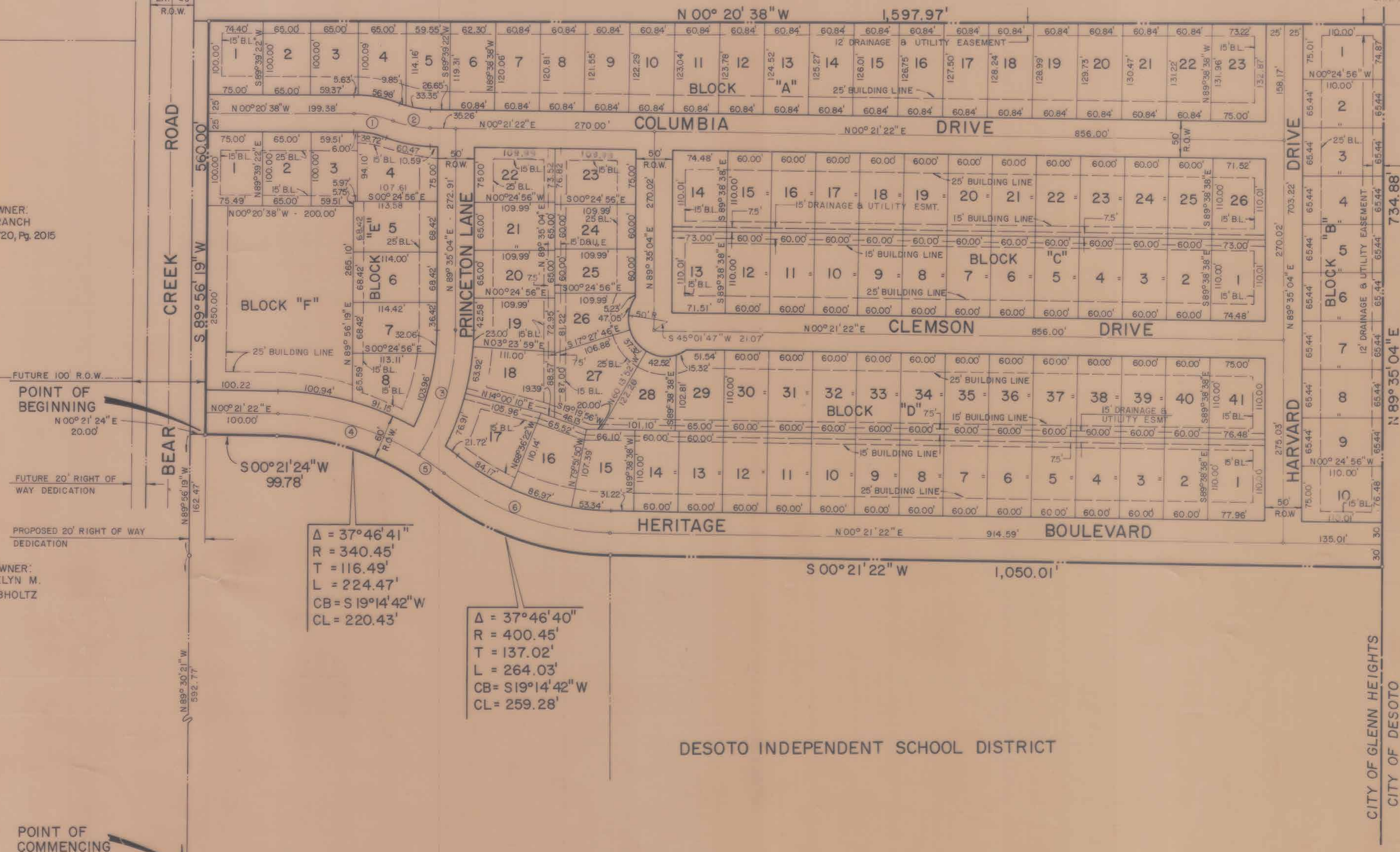
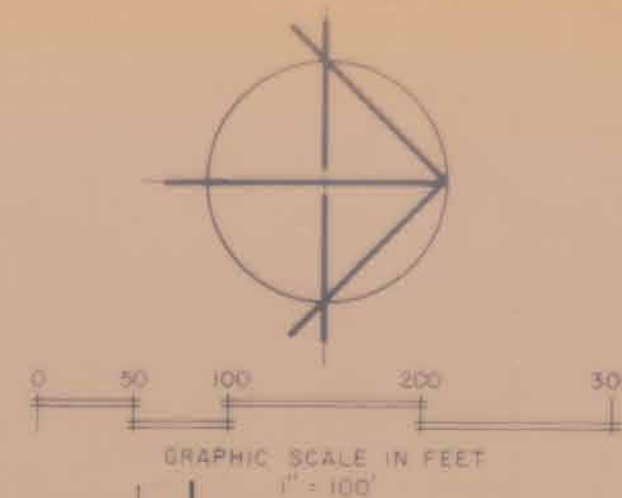
Brandi Brown, City Secretary

OWNER:
M. R. YOUNG

OWNER:
BRANCH
Vol. 7720, Pg. 2015

OWNER:
EVELYN M.
NABHOLTZ

OWNER:
YANG
Vol. 85099, Pg. 3377

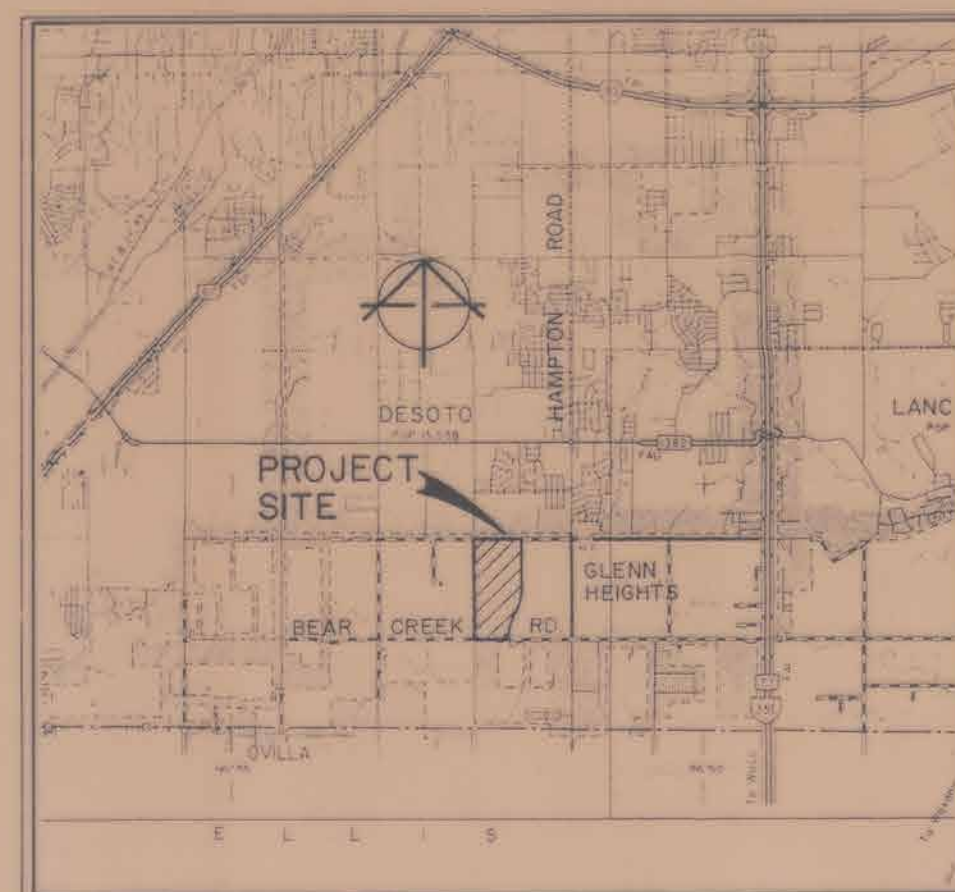


$\Delta = 37^{\circ}46'41''$
 $R = 340.45'$
 $T = 116.49'$
 $L = 224.47'$
 $CB = S 19^{\circ}14'42'' W$
 $CL = 220.43'$

$\Delta = 37^{\circ}46'40''$
 $R = 400.45'$
 $T = 137.02'$
 $L = 264.03'$
 $CB = S 19^{\circ}14'42'' W$
 $CL = 259.28'$

DESOTO INDEPENDENT SCHOOL DISTRICT

CURVE DATA		
1 $\Delta = 20^{\circ}29'57''$	2 $\Delta = 19^{\circ}47'57''$	3 $\Delta = 32^{\circ}02'28''$
$R = 150.00'$	$R = 150.00'$	$R = 320.41'$
$T = 27.12'$	$T = 26.18'$	$T = 92.00'$
$L = 53.67'$	$L = 51.83'$	$L = 179.18'$
$CL = 53.38'$	$CL = 51.58'$	$CL = 176.85'$
4 $\Delta = 31^{\circ}16'10''$	5 $\Delta = 06^{\circ}30'30''$	6 $\Delta = 37^{\circ}46'41''$
$R = 370.45'$	$R = 370.45'$	$R = 370.45'$
$T = 103.67'$	$T = 21.06'$	$T = 126.75'$
$L = 202.17'$	$L = 42.08'$	$L = 244.26'$
$CL = 199.67'$	$CL = 42.06'$	$CL = 239.85'$



LOCATION MAP
N. T. S.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, I, Barry Morgan, do hereby adopt this plat, designating the herein above described real property as Heritage Heights, an addition to the City of Glenn Heights, Dallas County, Texas, and do hereby dedicate the street and easements shown hereon to the public's use forever.

WITNESS MY HAND AT Dallas County, Texas this the _____ day of _____, 1987.

STATE OF TEXAS:

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this day personally appeared Barry Morgan known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1987.

Notary Public in and for said
State of Texas

FIELD NOTES

BEING a tract of land situated in the Elisha Chambers Survey, Abstract No. 240, and being a portion of that same tract of land conveyed to W. S. Carter and Eugene Glass as recorded in Volume 191, Page 0967, Deed Records, Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a 60d nail in a fence post at the intersection of the common line of said Glass Tract and a called 4.9 acre tract conveyed to Lillian Rose Cox, dated May 13, 1954, Deed Records, Dallas County, Texas, and Bear Creek Road (a 60-foot ROW), said point being westerly 1,335.6 feet from the centerline of Hampton Road;

THENCE N 89°30'21" W, 592.77 feet with the north line of Bear Creek Road to a found 1-inch iron rod;
THENCE S 89°56'19" W, 162.47 feet with the north line of Bear Creek Road to a point;
THENCE N 00°21'24" E, 20.00 feet to an iron rod for corner, said iron rod being the Point of Beginning of the herein described tract, said iron rod being on the proposed 20-foot right-of-way dedication;
THENCE S 89°56'19" W, 560.00 feet with said proposed dedication to an iron rod for corner;
THENCE N 00°20'38" W, 1,597.97 feet to a found iron rod for corner;
THENCE N 89°35'04" E, 734.88 feet to an iron rod for corner;
THENCE S 00°21'22" W, 1,050.01 feet to an iron rod for corner, said iron rod being the beginning of a curve to the right, having a central angle of 37°46'40", a radius of 400.45 feet, a tangent length of 137.02 feet, and whose long chord has a bearing of S 19°14'42" W, and a distance of 259.28 feet;
THENCE along said curve an arc length of 264.03 feet to an iron rod for corner, said iron rod being the beginning of a reverse curve having a central angle of 37°46'41", a radius of 340.45 feet, a tangent length of 116.49 feet, and whose long chord has a bearing of S 19°14'42" W, and a distance of 220.43 feet;
THENCE along said curve an arc length of 224.47 feet to an iron rod for corner;
THENCE S 00°21'24" W, 99.78 feet to the POINT OF BEGINNING and containing 25.4978 acres (1,110,685 square feet) of land.

I, John L. Melton, Registered Public Surveyor, do hereby certify that the plat shown hereon accurately represents the property as determined by an on the ground survey made under my direction and supervision, and that all corners are as shown.

There are no encroachments, easements, conflicts, or protrusions apparent on the ground, except as shown.

John L. Melton
John L. Melton, Reg. No. 4268



STATE OF TEXAS:

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this day personally appeared John L. Melton known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29th day of September, 1987.

Carol E. Cameron
Carol E. Cameron
Notary Public in and for said
State of Texas



APPROVED BY:

LEE HISE, CITY SECRETARY

CARLA DICKEY
P & Z CHAIRMAN

DATE APPROVED

FINAL PLAT
OF
HERITAGE HEIGHTS

BEING A
25.4978 ACRE TRACT OF LAND
SITUATED IN THE
ELISHA CHAMBERS SURVEY, ABST. NO. 240
IN THE
CITY OF GLENN HEIGHTS, DALLAS COUNTY, TEXAS
PREPARED FOR

HERITAGE HEIGHTS, INC.
3202 LARK LANE

IRVING TEXAS 75062

BY

WASHINGTON & ASSOCIATES, INC.
ENGINEERS • PLANNERS

500 GRAPEVINE HWY. SUITE 375

HURST, TEXAS 76054

817/485-0707 METRO 498-3077

WATER AND SANITARY SEWER LINES SHOWN HEREON ARE BASED ON SCHEMATIC UTILITY MAPS PROVIDED BY THE CITY OF GLENN HEIGHTS COMBINED WITH APPURTANCES OBSERVED BY SURVEYOR AT TIME OF SURVEY. THE CITY OF FOREST HILL HAS NO CONSTRUCTION PLANS FOR THIS AREA. SURVEYOR REQUESTED UTILITY MARKINGS BE PROVIDED BY DIG-TESS THROUGH ITS ONLINE SYSTEM, HOWEVER, NO UTILITIES HAD BEEN MARKED AT THE TIME OF SURVEY. SURVEYOR IS NOT RESPONSIBLE FOR THE COMPLETENESS OR ACCURACY OF SAID UTILITY MAPS AND/OR LACK OF UTILITY MARKINGS. INTERESTED PARTIES SHOULD CONTACT 1-800-DIG-TESS BEFORE DESIGNING OR CONSTRUCTION IMPROVEMENTS ON THIS SITE.

IRF DENOTES IRON ROD FOUND
IRS DENOTES IRON ROD SET
W/ORANGE PLASTIC CAP STAMPED
"R. W. COOMBS RPLS 5294"
C.M. DENOTES CONTROLLING MONUMENT

T.B.P.L.S. FIRM No. 10111800
CLS JOB No. 19-0126
GF No. NONE

* N O T E *

ALL SUBJECT PROPERTY BOUNDARY
LINE BEARINGS AND DISTANCES ARE
PLAT & ACTUAL UNLESS OTHERWISE
NOTED HEREON.

* N O T E *

NO PORTION OF THIS PROPERTY LIES WITHIN A 100-YEAR FLOOD BOUNDARY LINE ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM'S FLOOD INSURANCE RATE MAP FOR DALLAS COUNTY, TEXAS, COMMUNITY PANEL No. 48113C0640 K, MAP EFFECTIVE JULY 7, 2014

* PROJECT BENCHMARK *

CITY OF DESOTO CONTROL MONUMENT 3R
BEING A 3-1/4" ALUMINUM CAP STAMPED
"CITY OF DESOTO EST. 2017 3R" SET IN
CONCRETE ON THE SOUTH SIDE OF WEST
BEAR CREEK ROAD AND EAST SIDE OF
SOUTH HAMPTON ROAD NEAR THE WESTERLY
NORTHWEST CORNER OF FAMILY DOLLAR
PARKING LOT.
ELEV. = 680.34

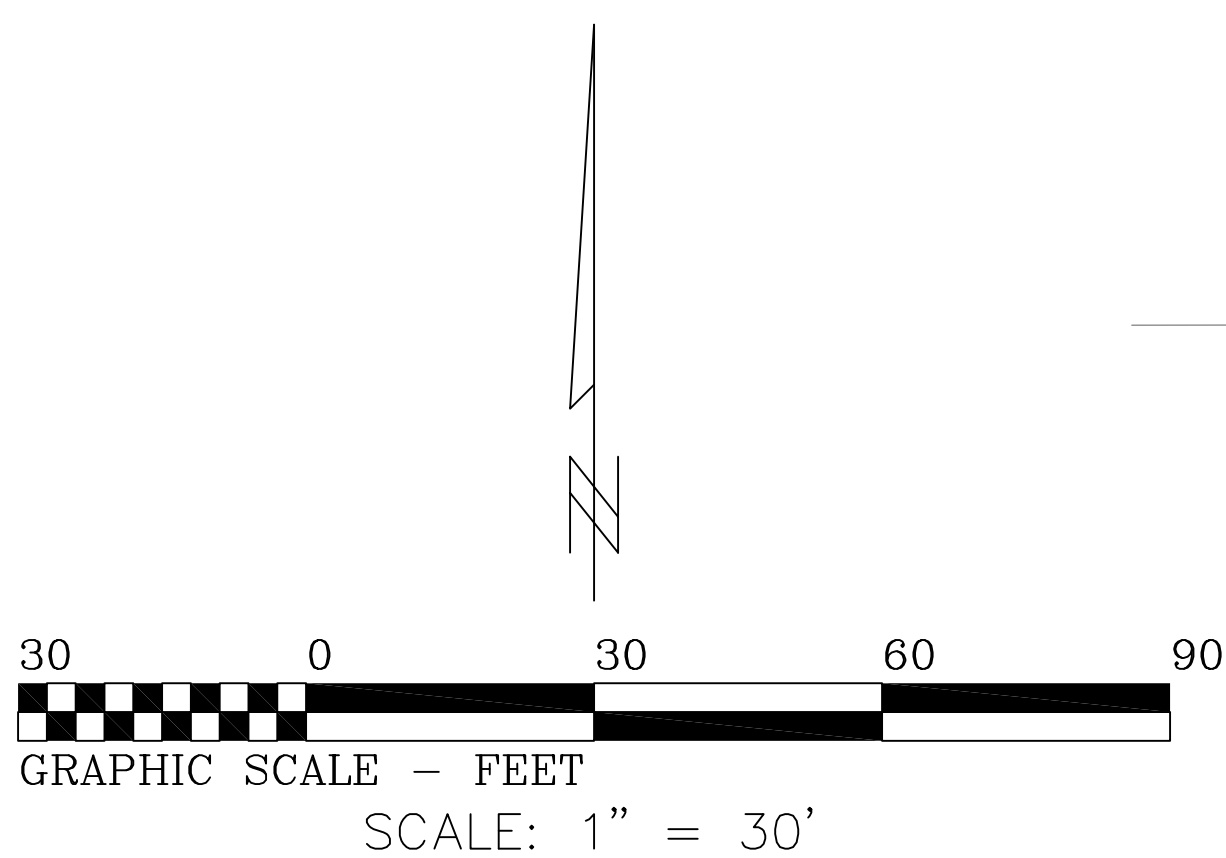
* SITE BENCHMARK *
BOX CUT ON TOP OF CURB
OPPOSITE FIRE HYDRANT NEAR
N.E. CORNER OF SITE
ELEV. = 719.50

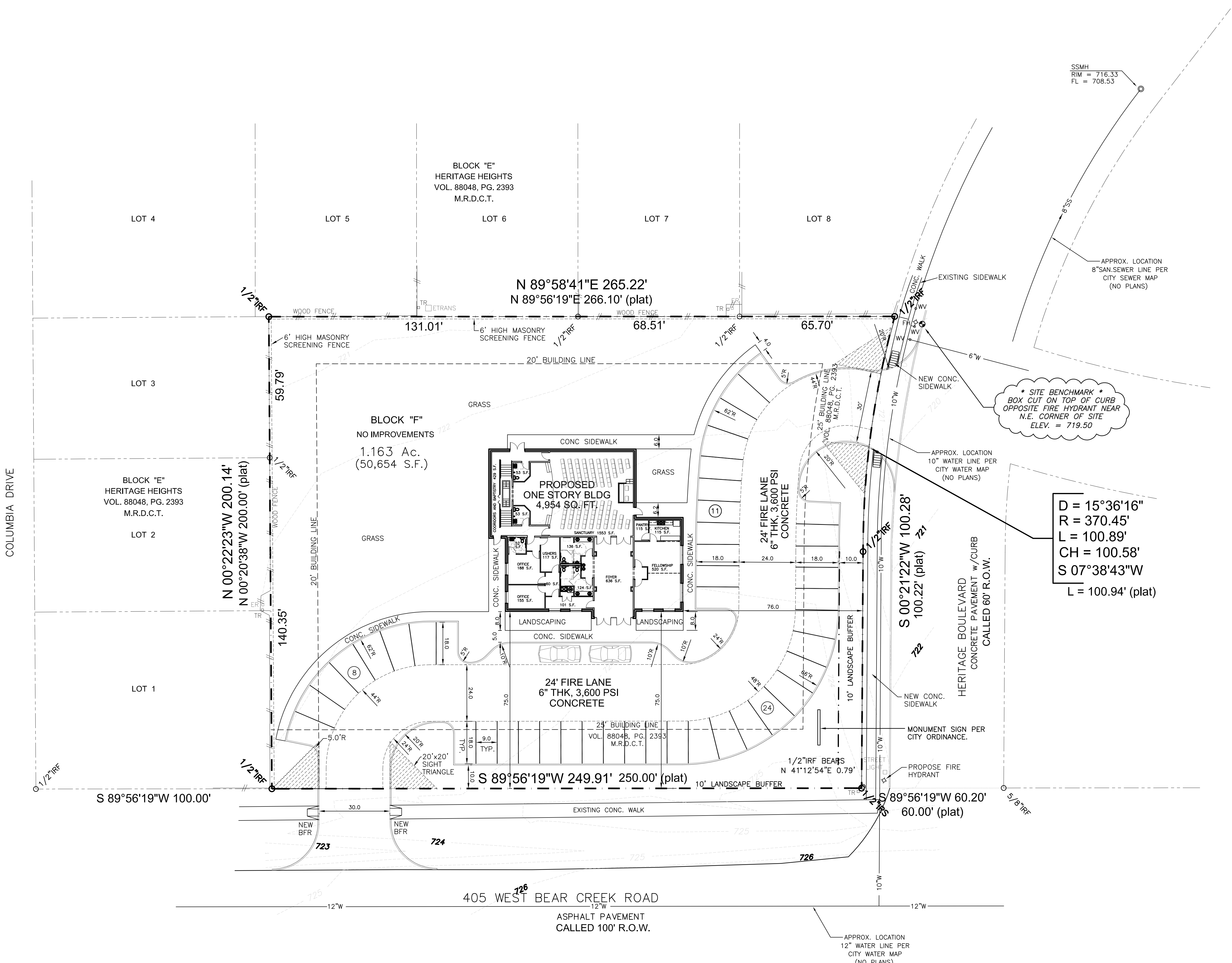
D = 15°36'16"
R = 370.45'
L = 100.89'
CH = 100.58'
S 07°38'43"W
L = 100.94' (plat)

SURVEYED ON THE GROUND
SEPTEMBER 4, 2019

RONALD W. COOMBS, R.P.L.S.
STATE OF TEXAS No. 5294

Boundary & Topographic Survey plat of
BLOCK "F"
HERITAGE ESTATES
an addition to the City of Glenn Heights,
Dallas County, Texas
according to the Plat recorded in
Volume 88048, Page 2393
Map Records, Dallas County, Texas.





* PROJECT BENCHMARK *

CITY OF DESOTO, CONTROL MONUMENT 3R
BEING A 3-1/4" ALUMINUM CAP STAMPED
"CITY OF DESOTO EST. 2017 3R" SET IN
CONCRETE ON THE SOUTH SIDE OF WEST
BEAR CREEK ROAD AND EAST SIDE OF
SOUTH HAMPTON ROAD NEAR THE WESTERLY
NORTHWEST CORNER OF FAMILY DOLLAR
PARKING LOT.
ELEV. = 680.34

* SITE BENCHMARK *

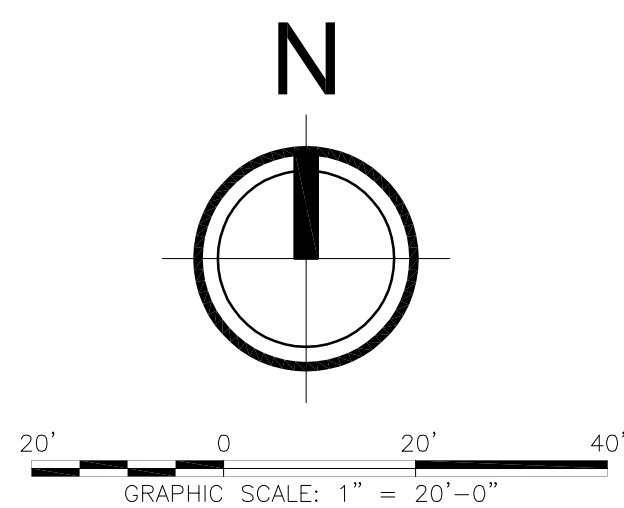
BOX CUT ON TOP OF CURB
OPPOSITE FIRE HYDRANT NEAR
N.E. CORNER OF SITE
ELEV. = 719.50

BASIS OF BEARINGS: NORTH RIGHT-OF-WAY LINE OF
WEST BEAR CREEK ROAD AS SHOWN ON PLAT RECORDED
IN VOL. 88048, PG. 2393, M.R.D.C.T.

IRF DENOTES IRON ROD FOUND
IRS DENOTES IRON ROD SET
W/ORANGE PLASTIC CAP STAMPED
"R. W. COOMBS RPLS 5294"
C.M. DENOTES CONTROLLING MONUMENT

BLOCK "F"
HERITAGE ESTATES
an addition to the City of Glenn Heights,
Dallas County, Texas
according to the Plat recorded in
Volume 88048, Page 2393
Map Records, Dallas County, Texas.

01 PRELIMINARY SITE PLAN
SCALE: 1"=20'-0"



CLASSIC
DESIGN GROUP

4142 BRITON COURT
GRAND PRAIRIE, TEXAS
75052
PHONE: 817.999.7351
classic_design@sbcglobal.net

REVISION:	DATE	DESCRIPTION

THE HOLY HOUSE OF PRAYER
405 WEST BEAR CREEK ROAD
GLENN HEIGHTS, TEXAS 75154

Paul Deely
06/13/2022
REGISTERED ARCHITECT
PAUL M. DEELY
1889
STATE OF TEXAS

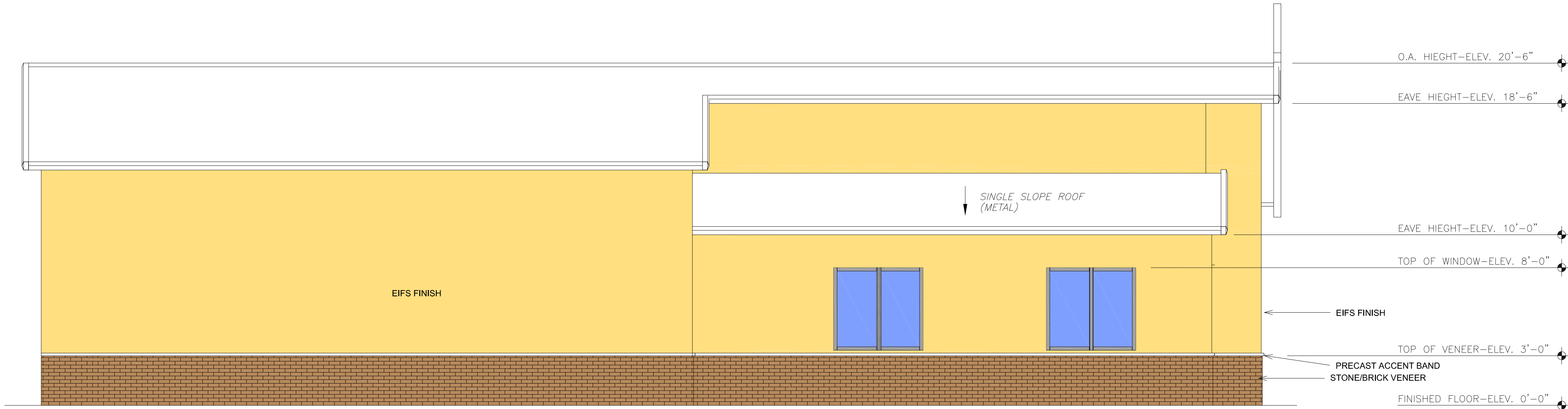
DEVELOPER

GENERAL CONTRACTOR

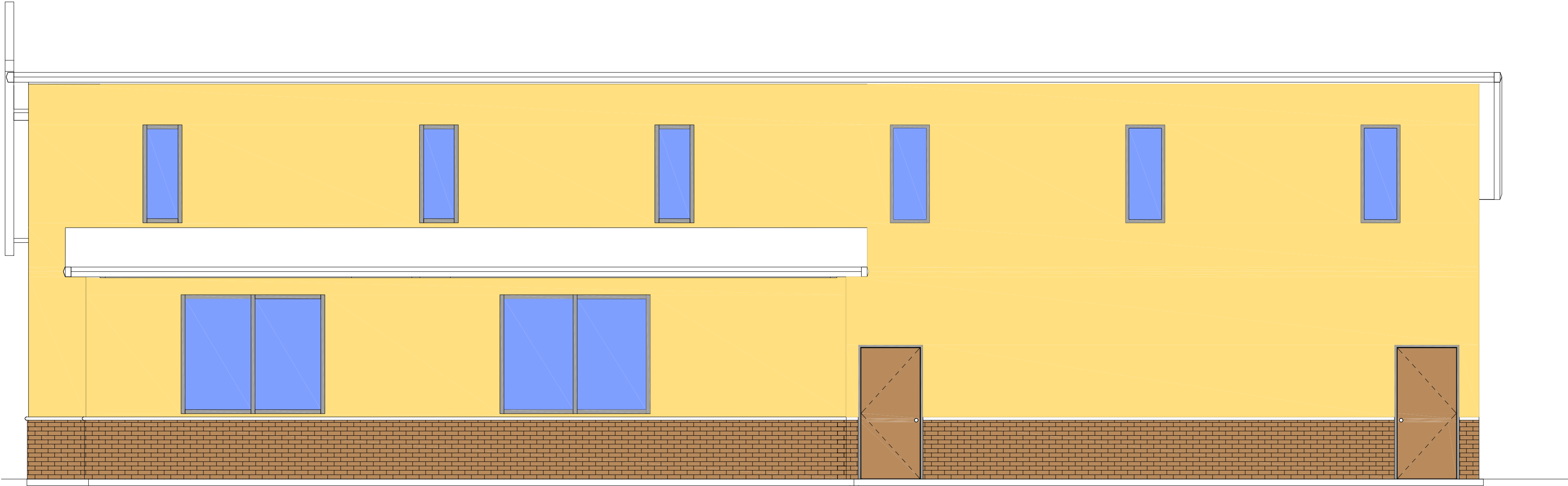
SHEET NAME
SITE PLAN

DRAWN BY: O' GALAN
CHECKED BY:
SCALE: AS NOTED
PROJECT NO.
ISSUE DATE 11 JUNE 23
REVISED DATE
SHEET

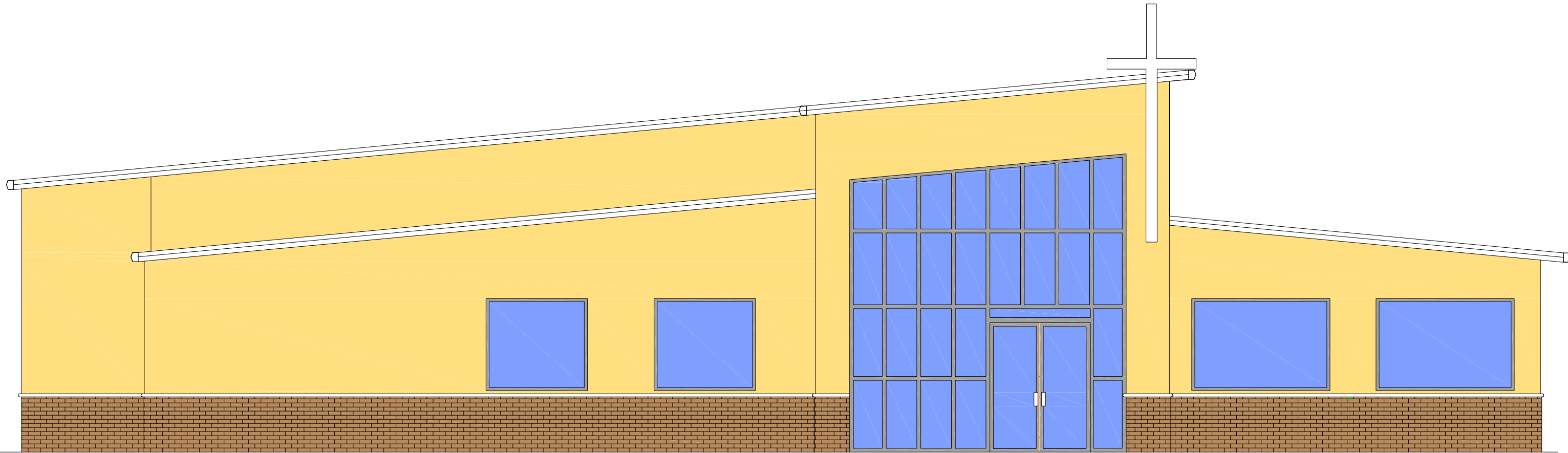
A1.0



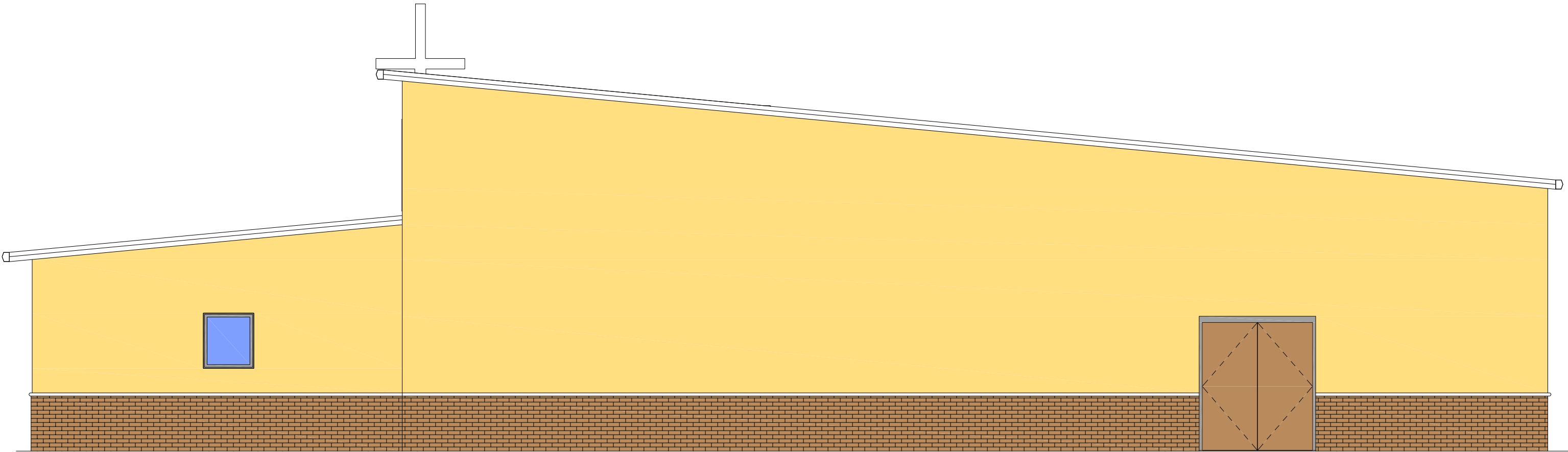
ELEVATION - LEFT SCALE: 1/4=1'-0" 01



ELEVATION - RIGHT SCALE: 1/4=1'-0" 02

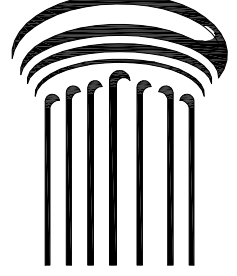


ELEVATION - FRONT SCALE: 3/16=1'-0" 04



ELEVATION - REAR SCALE: 3/16=1'-0" 03

CLASSIC
DESIGN GROUP



4142 BRITON COURT
GRAND PRAIRIE, TEXAS
75052

PHONE: 817.999.7351
classic_design@sbcglobal.net

REVISION	DATE	DESCRIPTION
LTR		

THE HOLY HOUSE OF PRAYER
405 WEST BEAR CREEK ROAD
GLENN HEIGHTS, TEXAS 75154



Paul Deely
06/13/2022
REGISTERED ARCHITECT
PAUL M. DEELY
1989
STATE OF TEXAS

DEVELOPER

GENERAL CONTRACTOR

SHEET NAME

EXTERIOR
ELEVATIONS

DRAWN BY O. GALAN

CHECKED BY

SCALE AS NOTED

PROJECT NO.

ISSUE DATE 13 JUNE 22

REVISED DATE

SHEET

A7.0

IRF DENOTES IRON ROD FOUND
IRS DENOTES IRON ROD SET
W/ORANGE PLASTIC CAP STAMPED
"R. W. COOMBS RPLS 5294"
C.M. DENOTES CONTROLLING MONUMENT

LANDSCAPE NOTES:

1. PLANT MATERIAL SHALL BE MEASURED AND SIZED ACCORDING TO THE LATEST EDITION OF THE TEXAS NURSERY AND LANDSCAPE ASSOCIATION (TNLA) GRADES AND STANDARDS.
2. ALL PLANT BEDS SHALL BE TOP-DRESSED WITH A MINIMUM OF 3" (INCHES) OF HARDWOOD OR OTHER NATIVE MULCH.
3. TREES SHALL BE PLANTED AT LEAST 4 FEET FROM UTILITY LINE, CURB, WALK, FIRE CONNECTION, AND OUTSIDE ALL UTILITY EASEMENTS.
4. TREES OVERHANGING WALKS AND PARKING SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF 7 FT.
5. A VISIBILITY TRIANGLE MUST BE PROVIDED AT ALL INTERSECTIONS. SHRUBS ARE NOT TO EXCEED 24 INCHES IN HEIGHT. TREES SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF 9 FEET.
6. THE OWNER, TENANT, AND/OR THEIR AGENTS, IF ANY, SHALL BE JOINTLY RESPONSIBLE FOR THE MAINTENANCE, ESTABLISHMENT, AND PERMANENCE OF PLANT MATERIAL. ALL LANDSCAPING SHALL ALWAYS BE MAINTAINED IN A NEAT AND ORDERLY MANNER. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, MOWING, EDGING, PRUNING, FERTILIZING, WATERING, AND OTHER ACTIVITIES NECESSARY FOR THE MAINTENANCE OF LANDSCAPED AREAS.
7. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIAL THAT IS DAMAGED, DESTROYED, OR REMOVED SHALL BE REPLACED WITH PLANT MATERIAL OF SIMILAR SIZE AND VARIETY WITHIN 30 DAYS UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY OF GLENN HEIGHTS.
8. BEFORE CONSTRUCTION, LANDSCAPING CONTRACTOR AND GENERAL CONTRACTOR SHALL VERIFY AND LOCATE ALL EXISTING UTILITIES IN AREAS OF EXCAVATION.
9. PLEASE REFER TO ALL LANDSCAPE AND IRRIGATION SPECIFICATIONS.
10. ALL LANDSCAPE BEDS AND TURF AREAS TO BE SEPARATED WITH EDGING.
11. ALL LANDSCAPE BEDS TO BE 6" BELOW FINISHED FLOOR.
12. ALL HYDRO-MULCH OR SOD AREAS TO BE BROUGHT TO +/- 1/4" BY SITE GRADING CONTRACTOR. LANDSCAPE CONTRACTOR TO BRING ALL AREAS TO FINAL GRADE AND REMOVE ALL CLODS, ROCKS OR DEBRIS > 1" IN DIAMETER.
13. ALL LANDSCAPE TO BE 100% IRRIGATED. ALL IRRIGATION WITHIN DRIP LINES OF EXISTING TREES TO BE HAND DUG AND LINE TO BE INSTALLED IN A RADIAL FASHION TOWARD THE TRUNK.
14. PLEASE NOTE THAT THE PERMEABLE AREAS UNDER THE DRIP LINE OF A SPECIMEN AND PROTECTED TREES SHALL BE LEFT AT NATURAL GRADE. NO CUTTING OR FILLING ARE TO OCCUR IN THESE AREAS.

CURRENT ZONING: "NS" NEIGHBORHOOD SERVICES

LANDSCAPE AREA REQUIREMENT: 20 PERCENT OF TOTAL LOT
TREE REQUIREMENT: 1 SHADE TREE PER 10,000 S.F. OF LOT
50 PERCENT OF REQ'D LANDSCAPE AREA IN FRONT YARD.

MINIMUM OF 1 SHADE TREE AND 10 SHRUBS PER 35' LINEAR FEET



STREET TREES
LIVE OAK (*Quercus virginiana*)
MINIMUM 3" (INCH) CALIPER AT PLANTING
1 LARGE CANOPY TREE EVERY 35' LINEAR FEET

 **STREET TREES**
RED OAK (*Quercus virginiana*)
MINIMUM 3" (INCH) CALIPER AT PLANTING
1 LARGE CANOPY TREE EVERY 35' LINEAR FEET



PARKING ROW TREES
TEXAS MOUNTAIN LAUREL (*Sophora secundiflora*)
TM MINIMUM 3" (INCH) CALIPER AT PLANTING
1 SMALL CANOPY TREE @ END OF PARKING SPACES

 **DH** **SHRUB-SCREENING**
DWARF YAUPON HOLLY (*Ilex vinutiruo Nana*)
PROVIDE CONTINUOUS SOLID VISUAL SCREENING
5 GALLON MINIMUM

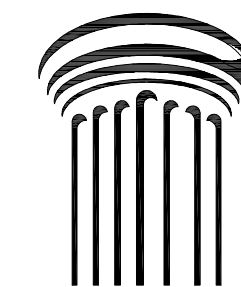


SHRUB-SCREENING
 CRAPE MYRTLE (*Lagerstroemia indico*)
 CM
 PROVIDE CONTINUOUS SOLID VISUAL SCREENING
 5 GALLON MINIMUM

TUFF GRASSES
BERMUDA GRASS (*Cynodon dactylon*)

PLANT MATERIAL SELECTED IS 70 PERCENT NATIVE OR DROUGHT TOLERANT

CLASSIC
DESIGN GROUP



4142 BRITON COURT
GRAND PRAIRIE, TEXAS
75052

PHONE: 817.999.7351
classic_design@sbcglobal.net

REVISION:		DESCRIPTION
LTR	DATE	

THE HOLY HOUSE OF PRAYER
405 WEST BEAR CREEK ROAD
GLENN HEIGHTS, TEXAS 75154

DEVELOPER

GENERAL CONTRACTOR

SHEET NAME

LANDSCAPE
PLAN

DRAWN BY O GALAN

CHECKED BY

SCALE	AS NOTED
-------	----------

PROJECT NO.

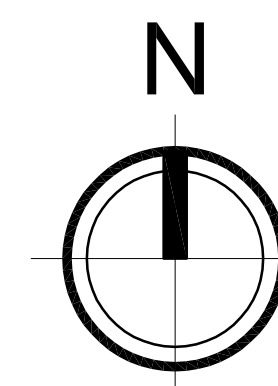
ISSUE DATE 11 JUNE 23

REVISÉ DATE

SHEET

11

L1.0



20' 0 20' 40'

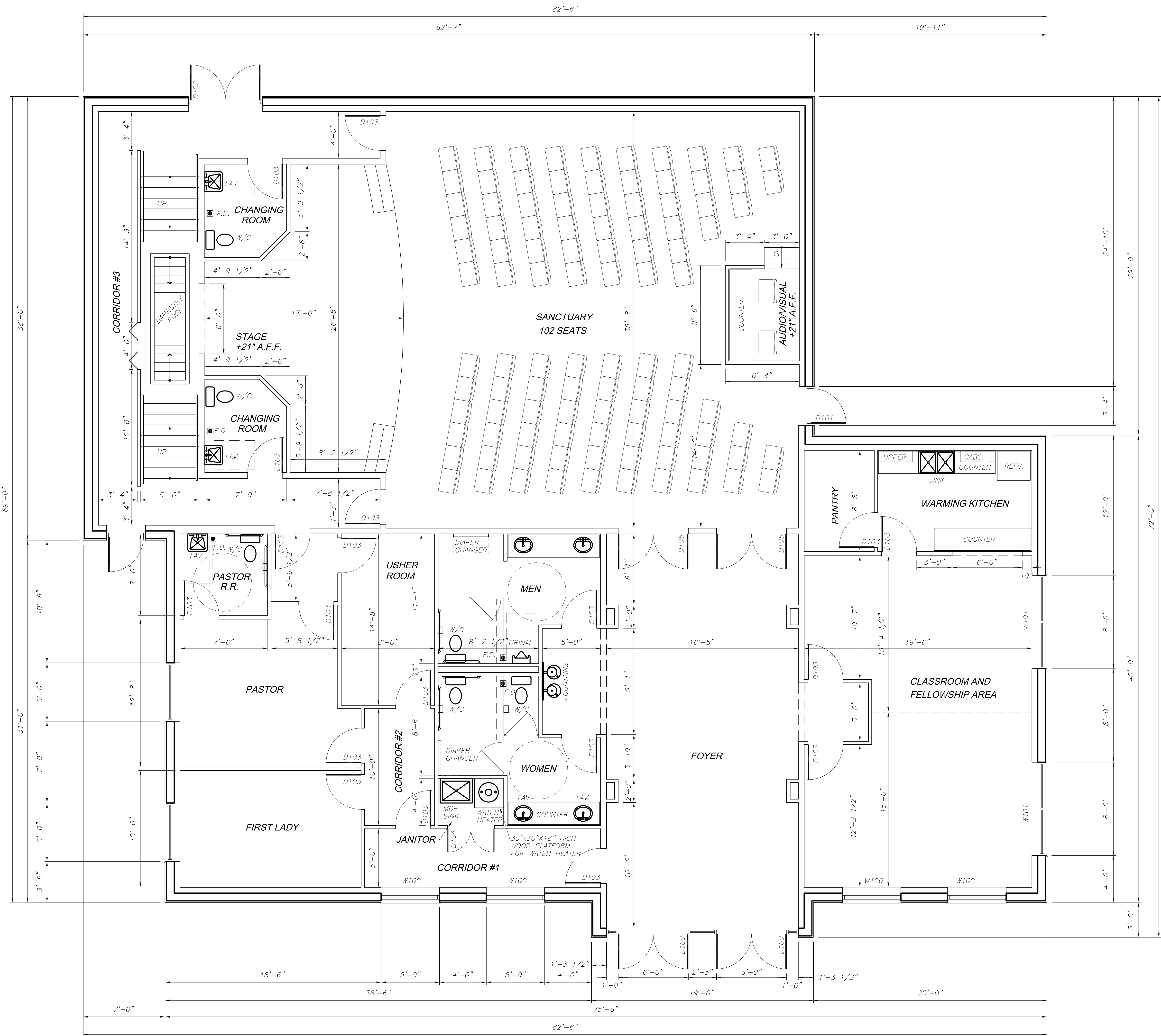
GRAPHIC SCALE: 1" = 20'-0"

BLOCK "F"
HERITAGE ESTATES
an addition to the City of Glenn Heights,
Dallas County, Texas
according to the Plat recorded in
Volume 88048, Page 2393
Map Records, Dallas County, Texas.

01

LANDSCAPE PLAN

SCALE: 1"=20'-0"



D100 (PAIR) STOREFRONT DOOR ASSEMBLY WITH CLEAR ANODIZED ALUMINUM FRAMES	D101 STEEL 1/3 HOUR FIRE RATED	D102 STEEL 1/3 HOUR FIRE RATED
D103 SOLID CORE	D104 SOLID CORE	D105 SOLID CORE
DOOR SCHEDULE SCALE: NONE 02		
W100	W101	
WINDOW SCHEDULE SCALE: NONE 03		

INTERIOR PARTITION FRAMING LEGEND		
PARTITION NOTES: 1. MOISTURE RESISTANT GYPSUM BOARD AT ALL TOILET/SINK AREAS 2. OMIT GYP BOARD WHEN CONSTRUCTION IS ADJACENT TO EXISTING WALL. 3. MOISTURE RESISTANT GYPSUM BOARD AT ALL TOILET/SINK AREAS		
INTERIOR PARTITION LEGEND SCALE: NONE 04		
EXTERIOR WALL FRAMING LEGEND		
EXTERIOR WALL LEGEND SCALE: NONE 05		

EXTERIOR WALL LEGEND		SCALE: NONE	05
CLASSIFICATION USE: A3 ASSEMBLY			
FIXTURE REQUIREMENTS		FIXTURE REQUIRED	FIXTURE PROVIDED
WOMENS RESTROOM: LAVATORY: 1 PER 200 WATER CLOSET: 1 PER 75		WOMENS RESTROOM: LAVATORY: 1 WATER CLOSET: 1	WOMENS RESTROOM: LAVATORY: 4 WATER CLOSETS: 4
MENS RESTROOM: LAVATORY: 1 PER 200 WATER CLOSET: 1 PER 150		MENS RESTROOM: LAVATORY: 1 WATER CLOSET: 1	MENS RESTROOM: LAVS: 4 WATER CLOSETS: 3 URINALS: 1
DRINKING FOUNTAINS: 1 PER 1,000			
JANITOR SERVICE SINK		JANITOR SERVICE SINK	
PLUMBING FIXTURE REQUIREMENTS		SCALE: NONE	05

OCCUPANCY CLASSIFICATION: GROUP "A3" ASSEMBLY

OCCUPANCY LOAD: UNCONCENTRATED

15 SQ. FT. NET PER PERSON

SANCTUARY: 1175 SQ. FT.=78.4 (79)

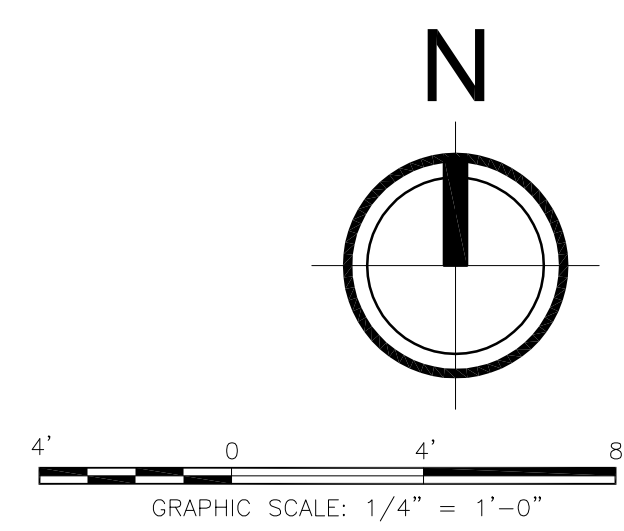
STAGE AREA: 321 SQ. FT.=21.4 (22)

TOTAL (ACTUAL) 99.8 (101)

CONSTRUCTION TYPE: V-B

BUILDING AREA:
TOTAL FLOOR AREA: 4,954 SQUARE FEET

FIRE ALARM & DETECTION SYSTEM:
907.2.1 GROUP "A"
A MANUAL FIRE ALARM SYSTEM SHALL BE
INSTALLED IN GROUP "A" OCCUPANCIES
HAVING AN OCCUPANT LOAD OF 300 OR MORE.



CLASSIC
DESIGN GROUP

4142 BRITON COURT
GRAND PRAIRIE, TEXAS
75052
PHONE: 817.999.7351
classic_design@sbcglobal.net

REVISION:
LTR

DATE

DESCRIPTION

THE HOLY HOUSE OF PRAYER
405 WEST BEAR CREEK ROAD
GLENN HEIGHTS, TEXAS 75154

PAUL M. DEELY
1898
REGISTERED ARCHITECT
STATE OF TEXAS

DEVELOPER

GENERAL CONTRACTOR

SHEET NAME
FLOOR PLAN

DRAWN BY O. GALAN
CHECKED BY 1/4"=1'-0"
PROJECT NO.
ISSUE DATE 13 JUNE 22
REVISED DATE
SHEET

A4.0

HOLY HOUSE OF PRAYER



PARVIZ POURAZIZIAN, DIR. DEVELOPMENT SERVICES

SEPTEMBER 5, 2023

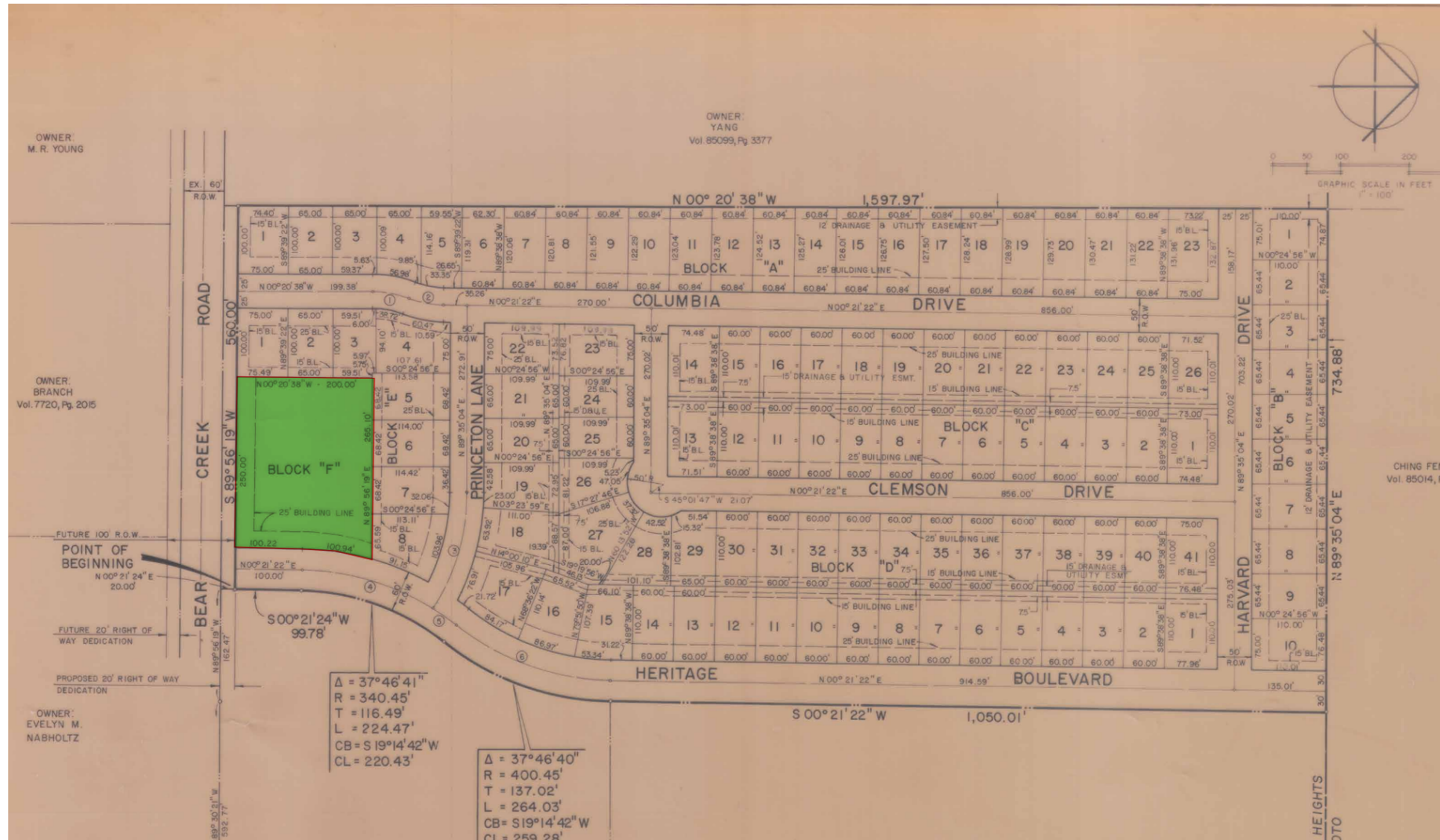
Discuss and take action on a request concerning a Site Plan for Holy House Of Prayer Church by Oscar Galan with Classic Design Group. The 1.1636- acre property is zoned Neighborhood Services “NS” and is situated in the Heritage Estates Block F. The property is located at the northwest corner of West Bear Creek and Heritage BLVD, Glenn Heights, Dallas County, Texas. The proposed use is Church.

Rezoning Request

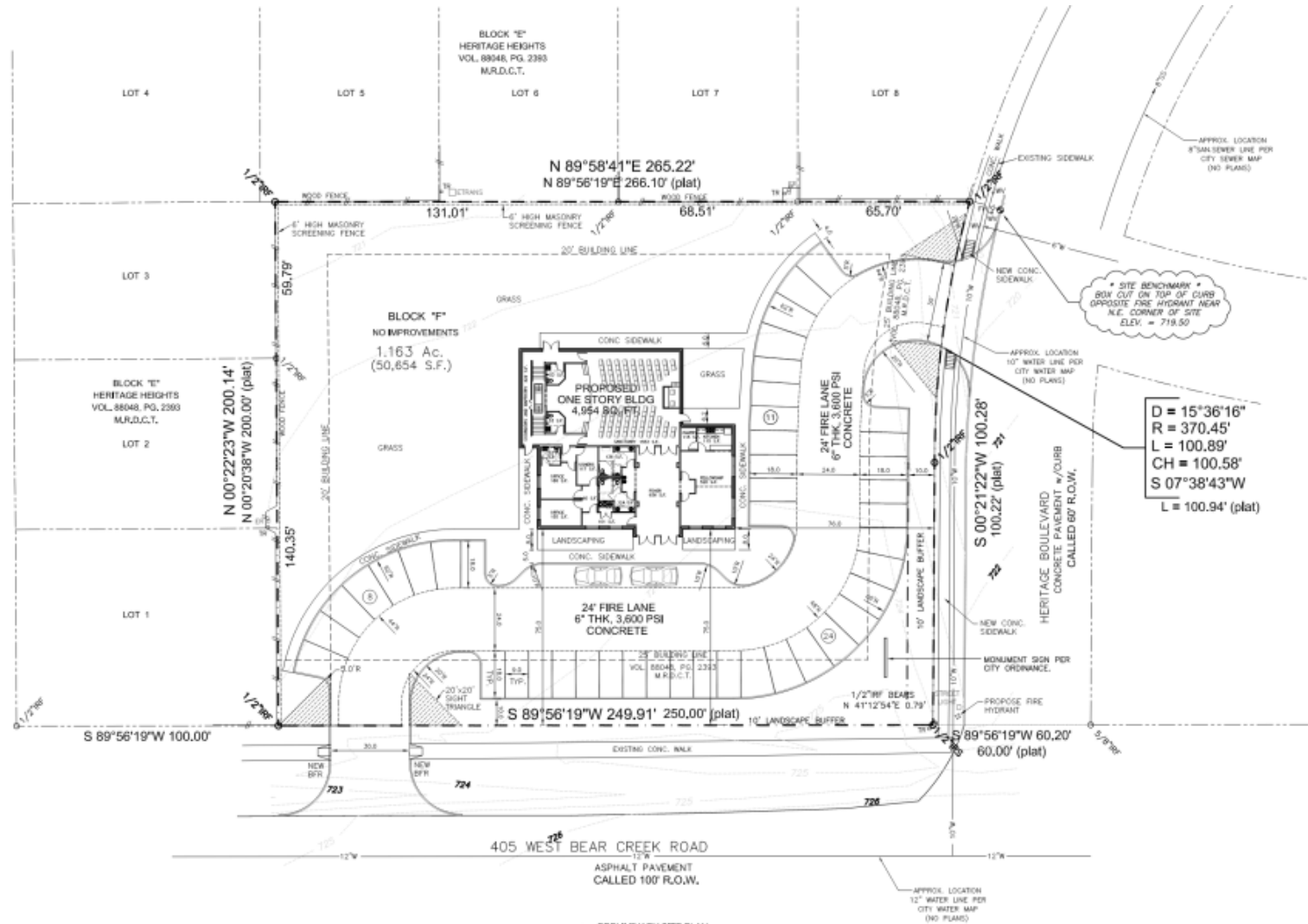


Applicant:	Oscar Galan, on behalf of the Holy House of Prayer
Location:	North West Corner of W Bear Creek and Heritage Blvd
Request:	REQUEST FOR SITE PLAN APPROVAL
Acres:	1.163 Ac.

PLAT

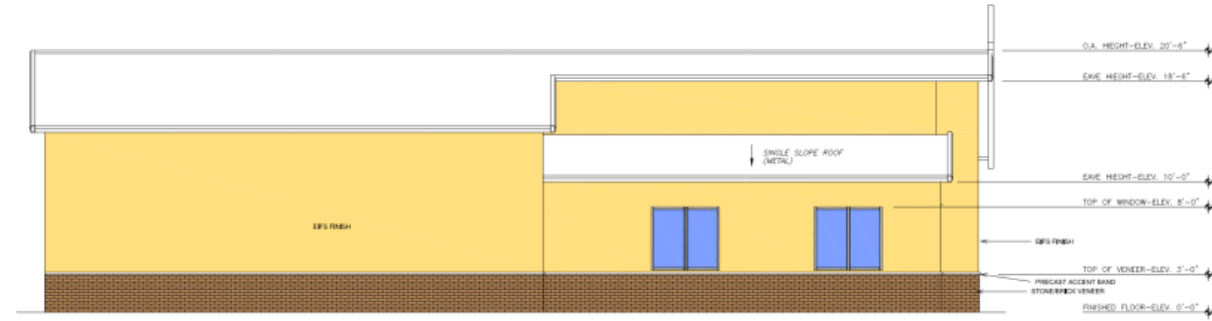


The logo of the City of Glenn Heights is a circular seal. It features a blue outer ring with the text "CITY OF" at the top and "GLENN HEIGHTS" at the bottom, separated by two stars. The center of the seal is white and contains a stylized graphic of a star and a building.

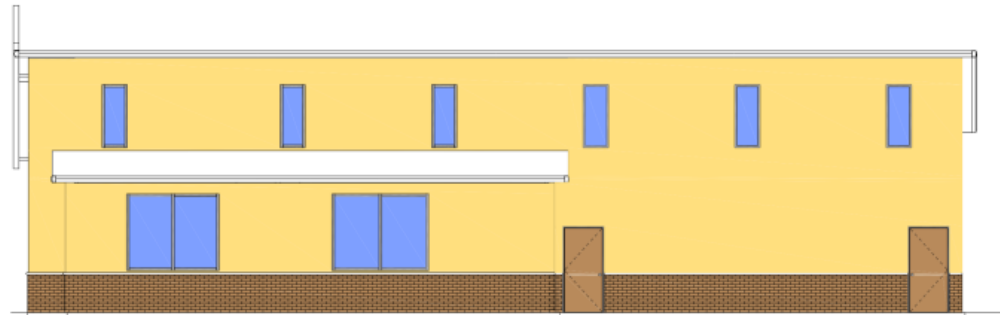
The logo of the City of Glenn Heights is a circular seal. It features a blue outer ring with the text "CITY OF" at the top and "GLENN HEIGHTS" at the bottom, separated by two stars. The center of the seal contains a white field with a blue star on the left and a red and white stylized building on the right.

01 PRELIMINARY SITE PLAN
SCALE: 1"=20'-0"

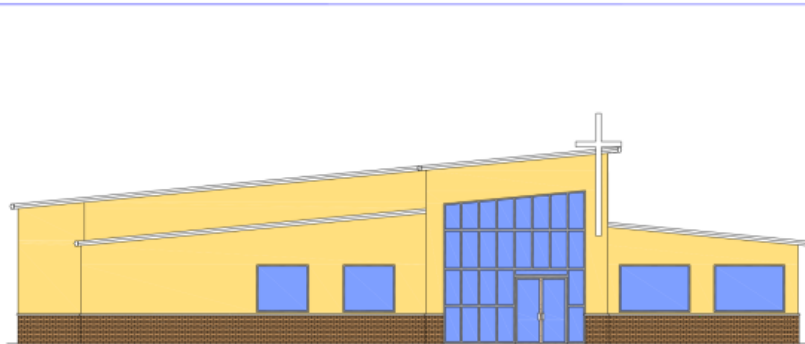
PLAT



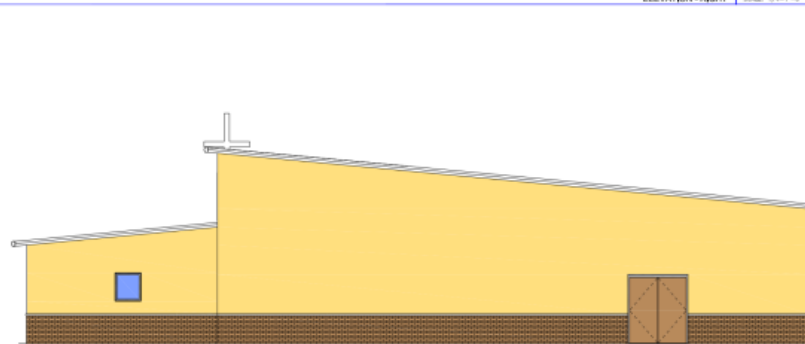
ELEVATION - LEFT SCALE: 1/8"=1'-0" 01



ELEVATION - RIGHT SCALE: 1/8"=1'-0" 02



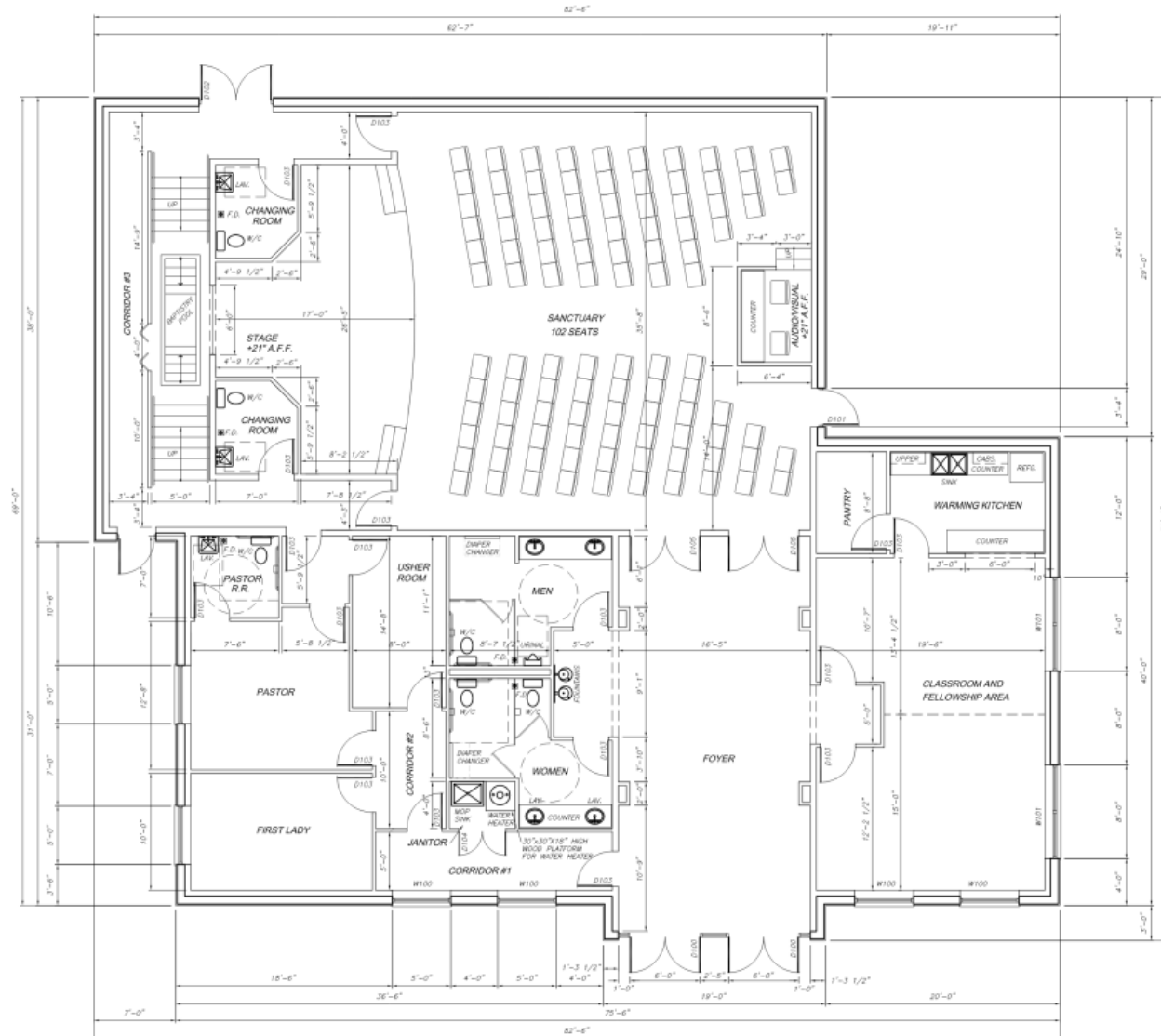
ELEVATION - FRONT SCALE: 3/16"=1'-0" 04



ELEVATION - REAR SCALE: 3/16"=1'-0" 03



PLAT



RECOMMENDATION



- ❑ Staff recommends approval of the site plan the “Holy House of Prayer” Church located at the NW corner of W Bear Creek and Heritage BLVD with following recommendations:
- ❖ Increase the Landscape buffer to 25’ along W Bear Creek to consider future road expansion.
- ❖ W Bear Creek is a major road, so I recommend a “Right-in, Right-out” island with raised mountable median in that driveway. (Or Some refer to it as Pork Chop)
- ❖ Per Our ordinance, the Visibility Triangle is 25’ X 25’. Please ensure your site plan clearly shows it at the intersection and driveway, and your monument sign can not encroach on that. (Nor Parking spots.)

QUESTIONS



COMMENTS

AGENDA SUMMARY SHEET

September 5, 2023

AGENDA, ITEM 9

Discuss and take action on Resolution R-19-23, a Resolution of the City Council of the City of Glenn Heights, Texas, approving the Terms and Conditions of an Interlocal Agreement between the City of Glenn Heights, Texas and Dallas County, Texas for the re-sale of the City's interest in tax foreclosed and seized real properties by Dallas County as Trustee; and providing for an effective date. (Clifford Blackwell, Deputy City Manager)

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

[illegible]

**CITY OF GLENN HEIGHTS
RESOLUTION NO. R-19-23**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF GLENN HEIGHTS, TEXAS AND DALLAS COUNTY, TEXAS FOR THE RE-SALE OF THE CITY’S INTEREST IN TAX FORECLOSED AND SEIZED REAL PROPERTIES BY DALLAS COUNTY AS TRUSTEE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Glenn Heights and Dallas County desire to permit Dallas County, acting as Trustee, to resell the City’s interest in tax foreclosed and seized real properties, acquired at a sheriff’s sale in compliance with state law; and

WHEREAS, Dallas County can reasonably screen properties for itself and the City to allow for an expedited tax foreclosure sheriff’s sale and potential resale; and

WHEREAS, the Interlocal Cooperation Act in Chapter 791 of the Texas Government Code authorizes the City and Dallas County to enter into an Interlocal Agreement to facilitate such resale of tax foreclosed and seized real properties; and

WHEREAS, upon full review and consideration of the proposed Interlocal Agreement, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the Mayor should be authorized to execute the Agreement on behalf of the City of Glenn Heights;

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

SECTION 1. That the Mayor is hereby authorized to execute the Agreement, which is attached hereto as Exhibit “A,” on behalf of the City of Glenn Heights setting forth the terms and conditions for Dallas County, as trustee, to resell the City’s interest in tax foreclosed and seized real properties, acquired at a sheriff’s sale in compliance with state law. .

SECTION 2. That this Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Glenn Heights, Texas, this the 5th day of September 2023.

CITY OF GLENN HEIGHTS, TEXAS

Sonja A. Brown, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
4878-5462-4633, v. 1

EXHIBIT “A”
[Interlocal Agreement – Resale of Tax Foreclosed Real Properties]

4878-5462-4633, v. 1

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

INTERLOCAL AGREEMENT BETWEEN
CITY OF GLENN HEIGHTS, TEXAS
AND DALLAS COUNTY

This Interlocal Agreement is entered into by and between:

The CITY OF GLENN HEIGHTS, TEXAS a Texas municipal corporation (hereinafter “CITY”) located in Dallas County, Texas; and

DALLAS COUNTY on its own behalf and on behalf of other political subdivisions, PARKLAND HOSPITAL DISTRICT, DALLAS COUNTY SCHOOL EQUALIZATION FUND and DALLAS COUNTY COMMUNITY COLLEGE DISTRICT (hereinafter “COUNTY”), whose taxes are collected by the Dallas County Tax Assessor -Collector.

WHEREAS, both CITY and COUNTY want to enter into this agreement to permit COUNTY, as trustee, to resell CITY’s interest in tax foreclosed and seized real properties, acquired at a sheriff’s sale in compliance with the Texas Property Tax Code, Chapter 34, requirements or the Texas Local Government Code Chapter 272, or any successor thereto; and

WHEREAS, COUNTY can reasonably screen properties for itself and the CITY to allow for an expedited tax foreclosure sheriff’s sale and potential resale.

NOW THEREFORE, in consideration of the premises and the agreements, covenants and promises herein set forth, it is agreed as follows:

I. DEFINITIONS

- (A) “CITY” means the City of Glenn Heights, Dallas County, Texas.
- (B) “COUNTY” means the County of Dallas, the Parkland Hospital District, the Dallas County School Equalization Fund, and the Dallas County Community College District.
- (C) “PARTIES” means the CITY and COUNTY.
- (D) “POLICIES” means the Dallas County Tax Foreclosure Resale Policies adopted by the Dallas County Commissioners Court, as outlined in the Dallas County Code, Chapter 62-Taxation, Article II. REAL PROPERTY, Divisions 3 and 4, Sections 62-91 through 62-160, as may be amended.
- (E) “Property” or “Properties” means parcels that are in the inventory of one of the parties as a result of a delinquent tax foreclosure sale pursuant to Chapter 34 of the Texas Property Tax Code.

II. PURPOSE

The purpose of this Interlocal Agreement is to expand and expedite the processing of real properties which are encumbered by tax liens and become the subject of litigation resulting in a tax foreclosure sale/resale. This expanded and expedited process will minimize the costs to the citizens of CITY and COUNTY.

III. TERMS, RIGHTS, OBJECTIVES AND DUTIES OF THE PARTIES

CITY and COUNTY agree to execute this Interlocal Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, which provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act.

1. CITY and COUNTY agree that CITY has been or will be briefed on the various resale procedures to be used by COUNTY in the sale, use and disposition of tax foreclosed real Properties acquired by CITY or COUNTY as trustee for the taxing units authorized by Texas Property Tax Code Chapter 34, or any successor thereto. CITY agrees that COUNTY will assume the lead role in determining which resale procedure, authorized by state law, shall be utilized for the resale of a Property. CITY agrees to timely provide a resolution of the City Council of the CITY consenting to or opposing COUNTY'S sale of the tax foreclosure Property as provided by Section 34.05(i) of the Texas Property Tax Code. Tax foreclosure resales shall be conducted in compliance with this Agreement, except that if any additional terms or conditions become necessary in connection with the resales, such additional terms or conditions shall be agreed upon by a duly authorized supplemental agreement to this Agreement.
2. COUNTY agrees to perform or cause to be performed the following obligations in connection with the resale of properties:
 - a. To inform the CITY of proposed changes to its current resale Policies, as defined in Section I(D).
 - b. To screen for suitability, on behalf of both the CITY and COUNTY, all struck off properties proposed for tax sale or resale by the parties' collection law firm.
 - c. To provide CITY with information about the Properties or resales upon request.
 - d. At COUNTY'S sole discretion, to provide services related to Properties for which reimbursement is permitted pursuant to Texas Property Tax Code, Chapter 34, or any successor thereto, from the date of the sheriff's sale to the date of the resale of the Property.
 - e. To provide for the trustee taxing unit's recovery of reasonable costs, as defined by and in accordance with the Texas Property Tax Code, Chapter 34

or any successor thereto, from the resale proceeds without further formal action.

- f. To execute deeds conveying CITY's right, title and interest in the Properties upon resale.
- 3. CITY agrees to perform or cause to be performed the following obligations in connection with the resale of Properties:
 - a. To authorize COUNTY, acting through the Dallas County Commissioner's Court, to consent on CITY's behalf to future tax foreclosure resales of properties acquired by CITY or COUNTY as trustee. Such consent is for private or public resale of Properties for an amount less than the lesser of the market value of the Property as stated in the judgment of foreclosure or the total amount of the judgments against the tax foreclosed Property or resale of seized properties in accordance with Texas Property Tax Code requirements or Chapter 272 of the Texas Local Government Code, unless prior written notice is given to COUNTY by CITY that consent for resale of a Property is denied.
 - b. The CITY agrees to implement a procedure in the form of a standard resolution, providing express consent for COUNTY to resell individual tax foreclosure Properties, which are jointly vested in the name of the COUNTY, CITY, and the independent school district(s). COUNTY will provide CITY with a list of individual tax foreclosure Properties targeted for resale and CITY will be responsible for timely submitting the standard resolution granting the COUNTY express consent for the resale of said Properties.
 - c. The CITY assumes and retains primary responsibility for maintaining, preserving, safekeeping, or any other repairs or improvements required by a city ordinance or building code, as provided by Texas Property Tax Code Chapter 34, or any successor thereto, a Property located in the CITY limits, from the date the Property is struck off to the date the Property is resold.
 - d. To upon request of COUNTY, provide an invoice(s) detailing maintenance costs eligible for reimbursement from the proceeds of a resale.
 - e. To authorize the COUNTY, acting through the Dallas County Commissioner's Court, to act on its behalf in the maintenance, advertisement, sale and disposition of the Properties when resold by the COUNTY as trustee.
- 4. Each party agrees that when costs are incurred in the resale of Property, those costs will be reimbursed in accordance with Texas Property Tax Code, Chapter 34, or any successor thereto, to the extent funds are available, or from any other available and legally permissible funds.

5. CITY and COUNTY agree to apply the local law of CITY in performing the governmental functions or services required by law. COUNTY may apply Chapter 272 of the Local Government Code to the resale of Properties.
6. Any sale to a taxing unit or a subsequent purchaser shall be subject to the original owner's right of redemption and of the taxing units' rights to proceeds of the sale.
7. In making this authorization, and except for the approvals noted above, CITY retains all of its rights under the Texas Property Tax Code, including entitlement to sale proceeds and right to set aside a sale.
8. This Agreement stays in effect until modified or revoked by the CITY or COUNTY in compliance with Section VII, Termination.
9. This Agreement embodies the complete agreement of the CITY and the COUNTY superseding all oral or written previous and contemporary agreements between the CITY and COUNTY relating to matters contained herein; and, except as otherwise provided in this Agreement, cannot be modified without a written duly authorized supplemental agreement of the CITY and COUNTY.

IV. NO VERBAL AGREEMENT

This Agreement contains all the terms, commitments and covenants of the Parties pursuant to this Agreement. Any verbal or written commitment not contained in this Agreement or expressly referred to in this Agreement and incorporated by reference shall have no force or effect.

V. AGREEMENT INTERPRETATION AND VENUE

The Parties covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas and venue shall be proper exclusively in Dallas County, Texas.

VI. CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and in no way alter the substance of the terms and conditions of this Agreement.

VII. TERMINATION

A party to this Agreement may withdraw only after providing not less than ninety (90) days written notice of withdrawal to the other party. This Agreement may be terminated at any time by mutual consent of the parties.

VIII. IMMUNITY

It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, and all parties retain all immunities otherwise provided by law.

IX. SEVERABILITY

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions in this Interlocal Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

X. NO JOINT ENTERPRISE/VENTURE

The City and County agree that neither party is an agent, servant, or employee of the other party. No joint enterprise/venture exists between the City and County.

EXECUTED in multiple original counterparts to be effective on this the ____ day of _____, 2023.

CITY OF GLENN HEIGHTS, TEXAS

DALLAS COUNTY

By: _____
Sonja A. Brown, Mayor

By: _____
Clay Lewis Jenkins, County Judge

ATTEST:

APPROVED AS TO FORM:*
John Creuzot, District Attorney

Brandi Brown, City Secretary
APPROVED AS TO FORM:

BARBARA NICHOLAS
DEPUTY CHIEF, CIVIL DIVISION

Victoria Thomas, City Attorney

Jana Ferguson
Assistant District Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).
4871-0862-8089, v. 1



Discuss and first reading of Ordinance O-10-23 an Ordinance of the City Council of the City of Glenn Heights, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division regarding the Company’s 2023 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the Company to reimburse ACSC’S reasonable ratemaking expenses; repealing Article 13.07 “Natural Gas Rates and Charges” of the City’s Code Of Ordinances; determining that this Ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this Ordinance to the Company and the ACSC’s legal counsel. (Victoria Thomas, City Attorney)

[illegible]



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: September 5, 2023

SUBJECT

This Agenda item will allow Council to approve a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the Company's 2023 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the Company to reimburse ACSC'S reasonable ratemaking expenses; repealing Article 13.07 "Natural Gas Rates and Charges" of the City's Code Of Ordinances; determining that this Ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this Ordinance to the Company and the ACSC's legal counsel.

DISCUSSION / BACKGROUND

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

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about March 31, 2023, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its

cost-of-service in a test year ending December 31, 2022, entitled it to additional system-wide revenues of \$165.9 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to \$156.1 million, \$113.8 million of which would be applicable to ACSC members. After reviewing the filing and conducting discovery, ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be \$130.9 million instead of the claimed \$156.1 million.

After several settlement meetings, the parties have agreed to settle the case for \$142 million. This is a reduction of \$23.9 million to the Company's initial request. This includes payment of ACSC's expenses. The settlement also includes an additional \$19.5 million for the securitization regulatory asset expenses related to Winter Storm Uri. This was previously approved by the Texas Legislature and Railroad Commission. The effective date for new rates is October 1, 2023. ACSC members should take action approving the Resolution/Ordinance before September 30, 2023.

RATE TARIFFS

Atmos generated rate tariffs attached to the Resolution/Ordinance will generate \$142 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of \$6.47 on a monthly basis, or 7.31%. The increase for average commercial usage will be \$24.72 or 5.19%. Atmos provided bill impact comparisons containing these figures.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go

into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on October 1, 2023, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates.

Comparison to Other Mid-Tex Rates (Residential)

	Average Bill	Compared to RRM Cities
RRM Cities	\$42.62	-
DARR	\$42.55	(\$0.07)
ATM Cities	\$44.39	\$1.77
Environs	\$44.27	\$1.65

Note: ATM Cities and Environs rates are as-filed. Also note that DARR uses a test year ending in September rather than December.

PRIOR COUNCIL OR BOARD ACTION

Not applicable.

PUBLIC CONTACT

Not applicable.

FINANCIAL IMPACT

Not applicable.

RECOMMENDATION / ALTERNATIVES

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a

ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$165.9 million in additional system-wide revenues, the RRM settlement at \$142 million for ACSC members reflects substantial savings to ACSC cities. Settlement at \$142 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution/Ordinance before September 30, 2023. New rates become effective October 1, 2023.

ATTACHMENTS

1. Ordinance O-10-23
2. Average Bill Comparison

PREPARED BY

Steering Committee of Cities Served by Atmos (ACSC)

REVIEWED BY

Steering Committee of Cities Served by Atmos (ACSC)

ORDINANCE NO. O-10-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2023 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; REPEALING ARTICLE 13.07 “NATURAL GAS RATES AND CHARGES” OF THE CITY’S CODE OF ORDINANCES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

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

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

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the

Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

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

WHEREAS, on about March 31, 2023 Atmos Mid-Tex filed its 2023 RRM rate request with ACSC Cities based on a test year ending December 31, 2022; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2023 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$142 million on a system-wide basis with an Effective Date of October 1, 2023; and

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

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

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

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

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

WHEREAS, the RRM Tariff includes Securitization Interest Regulatory Asset amount of \$19.5 million;

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

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

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$142 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2023 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

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

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$142 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

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

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of ACSC in processing the Company's 2023 RRM filing.

Section 7. That City of Glenn Heights Code of Ordinances Article 13.07, "Natural Gas Service Rates and Charges" is hereby repealed in its entirety.

Section 8. That, to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 9. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 10. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 11. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2023.

Section 12. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 19TH DAY OF SEPTEMBER 2023.

Sonja A. Brown, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
4871-3605-8232, v. 1

ATTACHMENT 1

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Application

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

Type of Service

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

Monthly Rate

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

Charge	Amount
Customer Charge per Bill	\$ 22.25 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 22.30 per month
Commodity Charge – All <u>Ccf</u>	\$0.48567 per Ccf ²

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

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

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

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

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

Agreement

An Agreement for Gas Service may be required.

Notice

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

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2023.

²The commodity charge includes the base rate amount of \$0.46724 per Ccf and Securitization Regulatory Asset amounts related to financing costs in the amount of \$0.01843 per Ccf until recovered.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Application

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

Type of Service

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

Monthly Rate

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

Charge	Amount
Customer Charge per Bill	\$ 72.00 per month
Rider CEE Surcharge	(\$ 0.02) per month ¹
Total Customer Charge	\$ 71.98 per month
Commodity Charge – All Ccf	\$ 0.18280 per Ccf ²

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

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

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

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

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

Agreement

An Agreement for Gas Service may be required.

Notice

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

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx.plantprotection@atmosenergy.com.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2023.

²The commodity charge includes the base rate amount of \$0.16437 per Ccf and Securitization Regulatory Asset amounts related to financing costs in the amount of \$0.01843 per Ccf until recovered.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 200 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 200 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

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

Monthly Rate

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

Charge	Amount
Customer Charge per Meter	\$ 1,382.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.7484 per MMBtu ¹
Next 3,500 MMBtu	\$ 0.5963 per MMBtu ¹
All MMBtu over 5,000 MMBtu	\$ 0.2693 per MMBtu ¹

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

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

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

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

Curtailment Overpull Fee

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

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees

¹ The tiered commodity charges include the base rate amounts of \$0.5684, \$0.4163, and \$0.0893 per MMBtu, respectively, plus Securitization Regulatory Asset amounts related to financing costs in the amount of \$0.1800 per MMBtu until recovered.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

An Agreement for Gas Service may be required.

Notice

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

Special Conditions

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

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx.plantprotection@atmosenergy.com.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Application

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

Type of Service

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

Monthly Rate

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

Charge	Amount
Customer Charge per Meter	\$ 1,382.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.5684 per MMBtu
Next 3,500 MMBtu	\$ 0.4163 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0893 per MMBtu

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

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

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

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

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

Imbalance Fees

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

Monthly Imbalance Fees

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

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Curtailment Overpull Fee

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

Replacement Index

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

Agreement

A transportation agreement is required.

Notice

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

Special Conditions

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

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Provisions for Adjustment

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

Computation of Weather Normalization Adjustment

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

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

Where

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

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

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

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

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	9.51	0.1415	88.91	0.7010
Austin	8.87	0.1213	213.30	0.7986
Dallas	12.54	0.2007	185.00	0.9984
Waco	8.81	0.1325	125.26	0.7313
Wichita Falls	10.36	0.1379	122.10	0.6083

Weather Normalization Adjustment (WNA) Report

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

ATTACHMENT 2

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2022

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark -						
	Fiscal Year 2023 Willis Towers Watson Report as adjusted (1) (2) (3)	\$ 1,434,339	\$ (518,336)	\$ 2,336,419	\$ (2,678,818)	\$ 267,917	
2	Allocation Factor	44.92%	44.92%	78.74%	78.74%	100.00%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 644,336	\$ (232,848)	\$ 1,839,667	\$ (2,109,267)	\$ 267,917	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4)	\$ 644,336	\$ (232,848)	\$ 1,839,667	\$ (2,109,267)	\$ 267,917	\$ 409,804
6							
7	O&M Expense Factor (WP_F-2.3, Ln 2)	78.60%	78.60%	39.63%	39.63%	11.00%	
8							
9	Summary of Costs to Approve (1):						
10	Total Pension Account Plan	\$ 506,464		\$ 729,006			\$ 1,235,469
11	Total Post-Employment Benefit Plan		\$ (183,024)		\$ (835,840)		(1,018,864)
12	Total Supplemental Executive Benefit Plan					\$ 29,471	29,471
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 506,464	\$ (183,024)	\$ 729,006	\$ (835,840)	\$ 29,471	\$ 246,076

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2022

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
1	Rate R @ 43.6 Ccf				
2	Customer charge	\$ 21.55			
3	Consumption charge 43.6 CCF X \$ 0.36223 =	15.79			
4	Rider GCR Part A 43.6 CCF X \$ 0.63625 =	27.74			
5	Rider GCR Part B 43.6 CCF X \$ 0.41732 =	18.20			
6	Subtotal	\$ 83.28			
7	Rider FF & Rider TAX \$ 83.28 X 0.06237 =	5.19			
8	Total	\$ 88.47			
9					
10	Customer charge		\$ 22.25		
11	Consumption charge 43.6 CCF X \$ 0.48567 =		21.18		
12	Rider GCR Part A 43.6 CCF X \$ 0.63625 =		27.74		
13	Rider GCR Part B 43.6 CCF X \$ 0.41732 =		18.20		
14	Subtotal		\$ 89.37		
15	Rider FF & Rider TAX \$ 89.37 X 0.06237 =		5.57		
16	Total		\$ 94.94	\$ 6.47	7.31%
17					

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2022

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
18	Rate C @ 356.6 Ccf				
19	Customer charge	\$ 63.50			
20	Consumption charge 356.6 CCF X \$ 0.14137 =	50.41			
21	Rider GCR Part A 356.6 CCF X \$ 0.63625 =	226.86			
22	Rider GCR Part B 356.6 CCF X \$ 0.30202 =	107.69			
23	Subtotal	\$ 448.46			
24	Rider FF & Rider TAX \$ 448.46 X 0.06237 =	27.97			
25	Total	<u>\$ 476.43</u>			
26					
27	Customer charge		\$ 72.00		
28	Consumption charge 356.6 CCF X \$ 0.18280 =		65.18		
29	Rider GCR Part A 356.6 CCF X \$ 0.63625 =		226.86		
30	Rider GCR Part B 356.6 CCF X \$ 0.30202 =		107.69		
31	Subtotal		\$ 471.73		
32	Rider FF & Rider TAX \$ 471.73 X 0.06237 =		29.42		
33	Total		<u>\$ 501.15</u>	<u>\$ 24.72</u>	<u>5.19%</u>
34					

**ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2022**

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
35	Rate I @ 1720 MMBTU				
36	Customer charge	\$ 1,204.50			
37	Consumption charge 1,500 MMBTU X \$ 0.4939 =	740.85			
38	Consumption charge 220 MMBTU X \$ 0.3617 =	79.64			
39	Consumption charge 0 MMBTU X \$ 0.0776 =	-			
40	Rider GCR Part A 1,720 MMBTU X \$ 6.2134 =	10,688.12			
41	Rider GCR Part B 1,720 MMBTU X \$ 0.6267 =	1,078.08			
42	Subtotal	\$ 13,791.19			
43	Rider FF & Rider TAX \$13,791.19 X 0.06237 =	860.17			
44	Total	<u>\$ 14,651.36</u>			
45					
46	Customer charge		\$ 1,382.00		
47	Consumption charge 1,500 MMBTU X \$ 0.7484 =	1,122.62			
48	Consumption charge 220 MMBTU X \$ 0.5963 =	131.30			
49	Consumption charge 0 MMBTU X \$ 0.2693 =	-			
50	Rider GCR Part A 1,720 MMBTU X \$ 6.2134 =	10,688.12			
51	Rider GCR Part B 1,720 MMBTU X \$ 0.6267 =	1,078.08			
52	Subtotal	\$ 14,402.12			
53	Rider FF & Rider TAX \$14,402.12 X 0.06237 =	898.28			
54	Total	<u>\$ 15,300.40</u>	\$ 649.04		4.43%
55					

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2022

Line No.	Description							Current	Proposed	Change	
										Amount	Percent
	(a)							(b)	(c)	(d)	(e)
56	<u>Rate T @ 4720 MMBTU</u>										
57	Customer charge							\$ 1,204.50			
58	Consumption charge	1,500	MMBTU	X	\$	0.4939	=	740.85			
59	Consumption charge	3,220	MMBTU	X	\$	0.3617	=	1,164.50			
60	Consumption charge	0	MMBTU	X	\$	0.0776	=	-			
61	Rider GCR Part B	4,720	MMBTU	X	\$	0.6267	=	2,957.85			
62	Subtotal							\$ 6,067.70			
63	Rider FF & Rider TAX		\$ 6,067.70	X		0.06237	=	378.45			
64	Total							<u>\$ 6,446.15</u>			
65											
66	Customer charge								\$ 1,382.00		
67	Consumption charge	1,500	MMBTU	X	\$	0.5684	=	852.60			
68	Consumption charge	3,220	MMBTU	X	\$	0.4163	=	1,340.29			
69	Consumption charge	0	MMBTU	X	\$	0.0893	=	-			
70	Rider GCR Part B	4,720	MMBTU	X	\$	0.6267	=	2,957.85			
71	Subtotal							\$ 6,532.74			
72	Rider FF & Rider TAX		\$ 6,532.74	X		0.06237	=	407.45			
73	Total							<u>\$ 6,940.19</u>	<u>\$ 494.04</u>		7.66%

EXECUTIVE SESSION