Town of Highland Park, Texas
TOWN COUNCIL MEETING
AGENDA

8:00 AM
August 19, 2025

4700 Drexel Drive Highland Park, TX 75205
Town Council Chambers

I. CALL TO ORDER

II. INVOCATION

III. PUBLIC COMMENT

This portion of the agenda is the public's opportunity to address the Town Council about any item listed on the agenda, except public hearings. Comments related to public hearings will be heard when the specific hearing begins. Public comments are limited to three (3) minutes per speaker, unless otherwise required by law. Per the Texas Open Meetings Act, the Town Council is not permitted to take action on or discuss any item not listed on the agenda. Items suggested for action may be placed on a future agenda at the Town Council's sole discretion.

IV. PROCLAMATION

A. Proclamation recognizing September 2025, as Library Card Sign-Up Month.

V. CONSENT AGENDA

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

A. Take action authorizing the Town Administrator to execute a professional services agreement with Weaver and Tidwell, LLP to conduct the annual financial statement audit for the fiscal year ending September 30, 2025.

B. Take action on an ordinance approving the negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division, regarding the Company’s 2025 Rate Review Mechanism filing.

C. Take action on the minutes of the Town Council meeting held on August 5, 2025.

D. Take action on the minutes of the Town Council study session held on August 5, 2025.

VI. PUBLIC HEARING

A. Conduct a public hearing, review, discuss, and take action on a proposed replat creating Lots 5A and 6A, Block 143, a replat of Lots 5, 6 and 7, Block 143, Highland Park West, Second Installment, located at 4221 - 4229 Livingston Avenue.

VII. ADJOURNMENT

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

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

SPECIAL ACCOMMODATIONS FOR TOWN COUNCIL MEETINGS: Let us know if you need special assistance of any kind.

Please contact the Town of Highland Park Administrative staff at (214) 521-4161 from 7:30 a.m. - 4:30 p.m., Monday through Friday

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Town of Highland Park
Town Council
Tuesday, August 19, 2025

Item Coversheet

Proclamation recognizing September 2025, as Library Card Sign-Up Month.

PRESENTED BY: Kortney Nelson, Town Libarian

BACKGROUND:

Library Card Sign-Up Month, held each September, is a national initiative sponsored by the American Library Association ("ALA") to promote the importance of library access and the benefits of the wide range of services offered by libraries to cardholders.

This year's theme, "One Card, Endless Possibilities," emphasizes how libraries have something for everyone — no matter their age, background, or goals. Whether people are diving into a new hobby, searching for their next great read, brushing up on technological skills, or helping children succeed in school, it all starts with a library card.

Discover how a single card can open the door to endless opportunities. From free classes to homework help, streaming media, and cultural events, libraries link communities to information, inspiration, and each other.

The Highland Park Library serves as the community's connection to lifelong learning.

RECOMMENDATION

None.

FINANCIAL IMPACT

None.

ATTACHMENTS

Proclamation - LIBRARY CARD SIGN-UP MONTH 2025

Proclamation

Town of Highland Park, Texas

WHEREAS, libraries are foundational to education, imagination, and opportunity, offering everything from early literacy programs to digital tools to support lifelong learning and personal growth; and

WHEREAS, a library card sparks creativity and empowers all people to explore new passions and interests; and

WHEREAS, libraries help people of all ages navigate the complexities of life, providing access to research, information, and government services that allow everyone to lead more productive and fulfilling lives; and

WHEREAS, librarians bring communities together, creating welcoming and inclusive spaces for people of all backgrounds to learn together; and

WHEREAS, a library card opens doors to endless possibilities;

NOW THEREFORE, I, Will C. Beecherl, Mayor, on behalf of the Town Council of the Town of Highland Park, Texas, do hereby proclaim the month of September as

LIBRARY CARD SIGN-UP MONTH

in the Town of Highland Park, Texas, and encourage our citizens to consider the many ways in which libraries enhance our quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Highland Park, Texas to be affixed hereto on this 19th day of August 2025.

Will C. Beecherl
Mayor

Town of Highland Park
Town Council
Tuesday, August 19, 2025

Item Coversheet

Take action authorizing the Town Administrator to execute a professional services agreement with Weaver and Tidwell, LLP to conduct the annual financial statement audit for the fiscal year ending September 30, 2025.

PRESENTED BY: John Samford, Director of Finance

BACKGROUND:

During Fiscal Year 2020–2021, the Town entered into a professional services agreement with Weaver and Tidwell, LLP ("Weaver") to conduct the annual external audit of the Town's financial statements for the fiscal year ending September 30, 2021. The agreement included provisions for up to four one-year renewal terms, each subject to approval by the Town Council. The current renewal represents the final option available under the existing contract. Accordingly, Town staff will initiate a competitive proposal process during the upcoming fiscal year to secure audit services for the fiscal year ending September 30, 2026, and subsequent periods.

RECOMMENDATION

Staff recommends authorizing the Town Administrator to execute the final renewal with Weaver to conduct the annual financial statement audit for the fiscal year ending September 30, 2025.

FINANCIAL IMPACT

The cost of the audit for the fiscal year ending September 30, 2025, is $49,850. Funding for the annual financial statement audit is included in the proposed budget for the 2025-26 fiscal year.

ATTACHMENTS

Town of Highland Park 2025 EL_8.11.25

August 11, 2025

The Honorable Mayor, Town Council,
and Town Administrator
c/o Mr. Tobin Maples
Town Administrator
Town of Highland Park
4700 Drexel Drive
Highland Park, Texas 75205

Weaver and Tidwell, L.L.P. ("our", "us", and "we") will perform an audit of the basic financial statements of Town of Highland Park, which comprise the financial statements of governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information (as applicable) as of and for the year ending September 30, 2025, and the related notes to the financial statements.

This required supplementary information ("RSI") will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Changes in Net Pension Asset (Liability) and Related Ratios—Texas Municipal Retirement System
3. Schedule of Contributions— Texas Municipal Retirement System
4. Schedule of Changes in Total OPEB Liability and Related Ratios

The following accompanying supplementary information will also be subjected to our auditing procedures, as well as certain additional procedures:

1. Combining and Individual Fund Statements and Schedules

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

1. Introductory Section
2. Statistical Section

We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter.

Applicable Standards and Framework

The auditing standards applicable to this engagement will be U.S. GAAS (generally accepted auditing standards in the United States of America) and, if applicable, the Government Auditing Standards ("GAGAS") and/or any state or regulatory audit requirements.

The financial reporting framework applicable to this engagement is U.S. GAAP (generally accepted accounting principles in the United States of America).

Engagement Objective

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion and to report on the fairness of the supplementary information referred to above when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with applicable auditing standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud

or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user of the financial statements.

Our Responsibilities

We will conduct our engagement in accordance with the applicable standards described above. As part of an engagement conducted in accordance with the applicable standards, we exercise professional judgment and maintain professional skepticism throughout the engagement.

We also do the following:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the system of internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit that we have identified during the engagement.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the ability to continue as a going concern for a reasonable period of time.

If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of assets, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we may request written representations from your attorneys, and they may bill you for responding.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may exist and not be detected, even though the audit is properly planned and performed in accordance with applicable standards.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

The accompanying supplementary information referred to above will be presented for purposes of additional analysis and is not a required part of the financial statements. Such information will be subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with

applicable standards. Our auditor's report will provide an opinion on the supplementary information in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

Our responsibilities for this engagement are limited to the period covered by our engagement and do not extend to any other periods. Our engagement also does not include consultation with you on the adoption of new accounting standards or any future increased duties we may have because of the actions of any regulatory body, implementation of any new auditing standard, or occurrence of an unknown or unplanned significant transaction.

John DeBurro is the engagement partner or equivalent for the attest services specified in this letter and is responsible for supervising our services performed as part of this engagement and signing or authorizing another qualified firm representative to sign our report.

We expect to begin our procedures in September 2025 and to issue our report no later than January 2026. We will issue a written report only upon completion of our engagement. Our report will be addressed to the Honorable Mayor and Members of the Town Council of the Town.

We cannot provide assurance that an unmodified audit opinion will be expressed. Circumstances may arise in which it may be necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraphs, delay the initiation or completion of our engagement, or withdraw from the engagement. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance.

If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from the engagement.

GAGAS

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will consider the entity's internal control over financial reporting and perform tests of the entity's compliance with the provisions of applicable laws, regulations, contracts, and grant agreements that could have a direct and material effect on the determination of financial statement amounts.

In accordance with the requirements of GAGAS, we will also issue a written report describing the scope of our testing over internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and grant agreements, including the results of that testing. However, providing an opinion on internal control over financial reporting and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Required Supplementary Information (RSI)

U.S. GAAP, as promulgated by the Governmental Accounting Standards Board ("GASB"), requires that management's discussion and analysis and budgetary comparison information, among other items, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by GASB, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the RSI in accordance with U.S. GAAS. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI.

Non-Attest Services

We will perform this additional non-attest (non-audit services) as part of this engagement.

- Preparation of financial statements and related notes
- Assisting with entries to convert accounting records from modified accrual to full accrual (GASB 34 entries)

GAGAS require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the financial statements and related schedules or disclosures as these actions are deemed a non-attest service. The entity has designated Mr. John Samford, Director of Finance to oversee these services.

These non-attest services do not constitute an audit under GAGAS and such services will not be conducted in accordance with GAGAS.

Third-Party Service Providers

Depending on the requirements of this engagement, we may use the services of our affiliate, Weaver and Tidwell India LLP, a limited liability partnership incorporated in India, or one or more other third-party service providers to assist us. Before sharing confidential information with those service providers, we will (i) secure agreements to maintain the confidentiality of such information and ensure the information is only used for the purpose of assisting us with the performance of this engagement and (ii) take commercially reasonable precautions to determine the service providers have appropriate procedures in place to prevent the unauthorized disclosure of the information. If we use such service providers, we will remain responsible for all work performed and any breach of our confidentiality arrangements by those service providers.

Management's Responsibilities

Our engagement will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility for:

a. the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework described above;
b. the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
c. the design, implementation, and maintenance of programs and controls to prevent and detect fraud;
d. informing us of any known or suspected fraud involving management, employees with significant roles in the system of internal control and others where fraud could have a material effect on the financial statements (including any allegations of fraud or suspected fraud received in communications from employees, former employees, regulators, or others);
e. providing us with:
    i. access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including the disclosures, such as records, documentation, and other matters;
    ii. additional information that we may request from management for the purpose of the engagement; and
    iii. unrestricted access to persons from whom we determine it necessary to obtain evidence;
f. including our report, and our report on any supplementary information if described above, in any document containing financial statements that indicates that such financial statements have been audited by us;
g. identifying and ensuring compliance with the laws and regulations applicable to activities;

h. adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
i. maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
j. the accuracy and completeness of all information provided;
k. with regard to the supplementary information referred to above: (a) the preparation of the supplementary information in accordance with the applicable criteria; (b) providing us with the appropriate written representations regarding supplementary information; (c) including our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) presenting the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon;
l. the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to violations of laws, governmental regulations, grant agreements, or contractual agreements;
m. informing us of facts that may affect the financial statements of which you may become aware during the period from the date of our report to the date the financial statements are issued; and
n. confirming your understanding of your responsibilities in this letter to us in your management representation letter.

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we request.

If we agree herein or otherwise to perform any non-attest services (such as tax services or any other non-attest services), you agree to assume all management responsibilities for those services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. We will perform any such non-attest services in accordance with applicable professional standards.

During the course of our engagement, we will request information and explanations from management regarding operations, internal controls, future plans, specific transactions and accounting systems and procedures. At the conclusion of our engagement, we will also require, as a precondition to the issuance of our report, that management provide certain representations in a written letter concerning representations made to us in connection with our engagement. You agree that as a condition of our engagement, management will, to the best of its knowledge and belief, be truthful, accurate and complete in all representations made to us during the course of the engagement and in the written representation letter. The procedures we perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. False or misleading representations could cause us to expend unnecessary efforts in the engagement; or, worse, could cause a material error or a fraud to go undetected by our procedures.

The hiring of, or potential employment discussions with, any of our personnel could impair our independence. Accordingly, you agree to inform the engagement partner prior to any such potential employment discussions taking place.

Fees and Invoicing

We estimate the fee for this engagement will be $49,850.

The total fee for our services will be determined by the complexity of the work performed and the tasks required. Individual hourly rates vary according to the degree of responsibility involved and the skills required and are subject to periodic review and change. It is understood that neither our fees nor the payment thereof will be contingent upon the results of this engagement.

Our fee estimate is based on anticipated cooperation from all involved and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss the reasons with you and arrive at a new fee estimate before we incur the additional costs.

Our invoices for this engagement will be rendered each month as work progresses. Our invoices are payable in accordance with Texas Government Code § 2251.021, if applicable.

Documentation and Deliverable

The documentation we prepare pertaining to and in support of this engagement is our property and constitutes confidential information.

If you intend to make reference to our firm or include a report or portion of a report we issue in a published document or other reproduction that includes a modified version of the report or financial information to which it was attached, you agree to provide us with printers' proofs or masters for our review and approval before reproducing. You also agree to provide us with a copy of the final reproduced material for our written approval before it is distributed. If, in our professional judgment, the circumstances require, we may withhold our approval. This requirement does not pertain to distributing unmodified reports along with the attached financial information or dissemination of your financial information as a standalone document, such as on your website.

Unless we provide you with written consent in advance of such use, reports we issue are not intended to and should not be provided or otherwise made available for use in connection with the sale of debt or other securities. If, in our professional judgment, the circumstances require, we may withhold our consent.

Consistent with professional standards, our firm is subject to peer review and inspection by the PCAOB. Those programs require that our system of quality management and a sample of our work be periodically examined by another independent accounting firm or the PCAOB, respectively. A copy of our latest external peer review report is available at peerreview.aicpa.org. The work we perform for you may be selected for review. If it is, we will provide the reviewers with the required information without notice to you. Professional standards and PCAOB regulations provide the applicable confidentiality requirements.

[Signatures on Next Page]

August 11, 2025

Incorporated General Terms

Attached are our General Terms that provide additional terms (including but not limited to provisions on confidentiality, limitations on liability, indemnifications, dispute resolution, jury waiver, etc.) for this engagement. Those terms are incorporated and apply to all services described herein.

We appreciate the opportunity to assist you and look forward to working with you and your team.

Sincerely,

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.
The Woodlands, Texas

Please sign and return a copy of this letter to indicate acknowledgment of, and agreement with, the arrangements for our engagement as described herein, including each party's respective responsibilities. By signing below, the signatory also represents that they have been authorized to execute this agreement.

Town of Highland Park

By: _____

Printed Name: _____

Title: _____

Date: _____

GENERAL TERMS

1. **Expenses.**

In addition to the fee for our services, reasonable and necessary out-of-pocket expenses we incur that are pre-approved by you (such as parking, reproduction and printing, postage and delivery, and out-of-market travel, meals, and accommodations) will be invoiced at cost. The total amount stated on each invoice will include a separate administrative and technology charge. The charge represents an estimated allocation of our support personnel, telecommunication, and technology infrastructure expenses. The amount stated on each invoice will also include any sales, use, gross receipts, excise, or other transaction tax imposed on our fees or expenses.

2. **Payment.**

Any disagreement with the charges must be communicated to us in writing within thirty (30) days of the invoice date, after which any right to contest the invoices will be waived. For invoices not paid within sixty (60) days of the invoice date, a late charge will be added to any uncontested outstanding balance. The late charge will be assessed at a rate of half a percent (0.5%) of the unpaid balance per month. If invoices are not paid within ninety (90) days of the invoice date, this engagement (and any other engagements for the same party) will be placed on hold and we will stop work until the balance is brought current, or we may withdraw, and we will not be liable for any damages that may result.

3. **Term.**

A. This engagement ends at the earlier of the completion of our services described above, the provision of any deliverables described above, or the termination of this engagement. Any party may earlier terminate this engagement at any time with ten (10) days' written notice to the other party. If the engagement is terminated, our engagement will be deemed to have been completed upon written notification of termination, and we will be paid for our time expended and expenses incurred through the date of termination.

B. If we are requested to perform additional services not addressed in this engagement letter, we will communicate our ability to perform the services, the scope of additional services we agree to perform, and the fee arrangements we would use. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting the arrangement for performance of such additional services, those services will continue to be governed by the terms of this engagement letter.

4. **Ethical Conflict Resolution.**

In the unlikely event that circumstances occur which we in our sole discretion believe could create a conflict with either the ethical standards of our firm or the ethical standards of our profession in continuing our engagement, we may suspend our services until a satisfactory resolution can be achieved or we may resign from the engagement. We will provide notice of such conflict as soon as practicable and discuss any possible means of resolving the conflict prior to suspending our services.

5. **Non-Solicitation of Our Staff.**

We value every one of our partners, employees, and contractors and have spent a great deal of time and resources to locate, train, and retain those individuals. Accordingly, during the term of this engagement letter and for two (2) years after the later of the termination of this engagement letter or conclusion of the performance of all of our services performed hereunder, no party, whether voluntarily or involuntarily, directly or indirectly, will solicit to employ or engage, on a partner, employee, contractor, or other basis, any of our partners, employees, or contractors who perform these services, without obtaining the prior written consent of our CEO or COO. This section shall not apply to a solicitation by general advertisement (e.g. website, social media posting, newspaper, etc.) or any employment or engagement resulting therefrom.

6. **Confidentiality.**

A. During the course of this engagement, the parties may disclose to each other, orally, in writing, or otherwise, information that is identified as or which is otherwise categorized by law as proprietary, confidential, or privileged ("Confidential Information"). Confidential Information does not include material which (i) is in the public domain through no fault of the receiving party, (ii) was already known to the receiving party before it was first disclosed to the receiving party by or on behalf of the disclosing party related to this engagement, (iii) is received by the receiving party from third-parties without confidentiality restrictions, unless those third-parties were acting for or on behalf of the disclosing party related to this engagement, or (iv) is developed by the receiving party independently of, and without reference to, any Confidential Information communicated to the receiving party by or on behalf of the disclosing party. We will use the Confidential Information disclosed to us during this engagement solely to perform services for which we have been engaged.

B. We may be requested to make the Confidential Information available to regulators and other government agencies, pursuant to authority given by law or regulation. Responding to many such requests is mandatory. In those

cases, access to such Confidential Information will be provided under our supervision and we may, upon their request, provide the regulator or agency with copies of all or selected portions of the Confidential Information. The requesting party may intend or decide to distribute the copies or information contained therein to others, including other regulators or agencies.

C. Unless otherwise stated herein, prohibited by law or direction of law enforcement, or agreed in writing, the parties will (i) provide prompt notice of any request received to make Confidential Information pertaining to this engagement, including any of our work product, available to outside parties not involved in the performance of these services and (ii) obtain written consent from the affected party before disclosing the Confidential Information in response to the request. If consent is withheld, the parties will cooperate with any lawful efforts taken to minimize the disclosure or protect the Confidential Information.

D. We will invoice for reasonable and necessary time (at our then-current standard hourly rates) and out-of-pocket expenses (including attorney's fees) we incur to respond to any request (such as a subpoena, summons, court order, or administrative investigative demand) pertaining to this engagement in a legal matter to which we are not a party. If we agree to perform additional substantive services related to or arising out of the request, such matters may be the subject of a new engagement letter.

E. The parties agree to maintain Confidential Information using the same standard of care each uses to protect its own information of like importance but in no case less than a reasonable standard of care.

F. All rights to Confidential Information (including patent, trademarks, copyrights, or other intellectual property rights) shall remain vested in the disclosing party, and no rights in the Confidential Information are vested in the receiving party, except the limited right to use the Confidential Information solely to perform its obligations or exercise its rights under this engagement letter.

G. We will return or destroy the Confidential Information upon the disclosing party's request within a reasonable period of time, except that we will maintain any copies of the Confidential Information for the period necessary to comply with any applicable laws or professional standards and our own document retention policy (e.g. we will maintain our workpapers for seven (7) years from the date of any attest report we issue). Following such a period, we may destroy the Confidential Information without notice.

H. We may at times provide (i) documents marked as drafts or (ii) preliminary or ancillary information or advice (not included in a final deliverable). Those documents, information, and/or advice are for review and consideration purposes only and should not be relied upon or distributed, and should be destroyed, unless otherwise required by law. If further analysis, information, or advice is desired, we will be informed in writing. We may assist if the matter is within our expertise. Unless already encompassed by the scope of our engagement letter, if we agree to provide such further assistance, our services will be handled as additional services in the manner described above.

I. We may transmit and store data via email, the cloud, or other electronic and Internet-based mechanisms to facilitate this engagement. Please be aware that those mediums inherently pose a risk of misdirection or interception of Confidential Information. Any request to limit such transmissions or use a different means of transmission or storage must be made in writing and we will not be responsible for any resulting compromise in data security.

J. We do not act as the host or repository of financial or non-financial information or as an information back-up service provider for our clients. It is the responsibility of our clients to maintain a complete set of their own financial and non-financial data and records. If some portion of the data and records is contained only within our files, inform us before the issuance of our deliverable and we will provide a copy.

K. Unless otherwise stated herein or agreed in writing, neither this engagement nor engagement letter is intended for the benefit of any third party. Any party may inform us of any third party who will receive our deliverable. If we are not informed in writing by a party, we are not aware of the identity of such third parties and we do not anticipate their reliance upon our professional services or deliverable unless otherwise agreed in writing.

7. **Limitations on Liability and Indemnifications.**

A. To the extent allowed under Texas law, each party to this engagement letter other than us gives the following releases and indemnifications to us and our affiliates' partners, employees, and contractors, and each of their heirs, executors, personal representatives, successors and assigns ("Our Representatives"). We and Our Representatives are hereby released, indemnified, and held harmless, from and against any liability and costs, including related liabilities, losses, damages, costs, expenses, and attorneys' fees, resulting from or arising out of: (i) knowing misrepresentations or unintentional or unauthorized disclosures to us or Our Representatives by any party (other than us) or the officers, employees, or others acting or purporting to act on their behalf, (ii) disclosure of our work product to anyone not a party this engagement letter who we were not informed of in advance, or (iii) misdirection, interception, or failed delivery of information connected

with this engagement during transmission, submission, or storage.

B. Our and Our Representatives' total aggregate liability pertaining to this engagement and engagement letter shall be limited to one (1) times the amount of our fees (excluding any reimbursable expenses) the party bringing the claim paid to us for the services in question. In no event shall any party to this engagement letter be liable for indirect, incidental, consequential, special, multiple, exemplary, or punitive losses or damages—even if advised of their possible existence.

C. Satisfaction of a claim or cause of action arising from nonattest services (if any) which are part of this engagement or performed pursuant to this engagement letter shall only be sought from the limited liability partnership, Weaver and Tidwell, L.L.P. In no event will our partners, directors, employees, or agents be individually liable for any liability, damages, expenses, or losses of any nature, caused by or resulting from the engagement, engagement letter, or use of our work product. While we are entering into this engagement letter on our own behalf, this paragraph is also intended for the benefit of Our Representatives.

D. All limitations on liability and indemnifications contained herein shall apply to the fullest extent permissible by applicable laws and professional standards (including, without limitation, any applicable rules and interpretations of the AICPA, PCAOB, and SEC), regardless of the cause of action (whether contract, negligence, or otherwise), except as finally determined to have resulted solely from our fraud, gross negligence, or willful misconduct. Nothing in this Section 7 or this engagement letter requires that you incur debt, assess or collect funds, or create a sinking fund.

8. **Dispute Resolution Procedure including Jury Waiver.**

A. No claim arising out of or relating to this engagement or engagement letter shall be filed more than two (2) years after the earlier of the termination of this engagement or the date of the delivery of our work product in question, if any. This limitation applies and begins to run even if no damage or loss has been suffered, or the injured or damaged party has not become aware of the existence or possible existence of a dispute.

B. If a dispute arises out of or relates to this engagement or engagement letter, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to litigation. In such event, the parties will attempt to agree upon a location, mediator, and mediation procedures, but absent such agreement any party may require mediation in Dallas, Texas, administered by the AAA under its Commercial Mediation Procedures.

C. This engagement letter and all disputes between the parties shall be governed by, resolved, and construed in accordance with the laws of the State of Texas, without regard to conflict-of-law principles. Any action arising out of or relating to this engagement or engagement letter shall only be brought in, and each party agrees to submit and consent to the exclusive jurisdiction of the federal or state courts in the State of Texas and convenience of those situated in Dallas County, Texas.

D. Each party hereby irrevocably waives any right it may have to trial by jury in any proceeding arising out of or relating to this engagement or this engagement letter.

E. Whenever possible, this engagement letter shall be interpreted in such a manner as to be effective and valid under applicable laws, regulations, or published interpretation, but if any term of this engagement letter is declared illegal, unenforceable, or unconscionable, that term shall be severed or modified, and the remaining terms of the engagement letter shall remain in force. The court should in such case modify any term declared to be illegal, unenforceable, or unconscionable in a manner that will retain the intended term as closely as possible.

F. If because of a change in status or due to any other reason, any of the terms of this engagement or any contract we have now or enter into in the future with any of the other parties, would be prohibited by, or would impair our independence when required under laws, regulations or published interpretations by governmental bodies, professional organizations or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and the contract shall consist of the remaining portions.

9. **Miscellaneous.**

A. We have non-CPA owners who may provide services pertaining to this engagement.

B. We do not provide legal advice or services. If necessary, refer to appropriate legal counsel for advice or services of that nature.

C. This engagement letter sets forth all agreed upon terms and conditions of our engagement with respect to the matters covered herein and supersedes any that may have come before. This engagement letter may not be amended or modified except by further writing signed by all the parties. Any provisions of this engagement letter which expressly or by implication are intended to survive its termination or expiration will survive and continue to bind the parties. The use of electronic signatures or multiple counterparts to execute this engagement letter shall have the same force and effect as a manually or physically signed original instrument.

EideBailly

CPAs & BUSINESS ADVISORS

Report on Firm's System of Quality Control

September 19, 2022

To the Partners of Weaver & Tidwell, L.L.P.
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Weaver & Tidwell, L.L.P. (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, an audit performed under FDICIA, and examinations of service organizations [SOC 1 and SOC 2 engagements].)

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Weaver & Tidwell, L.L.P. applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Weaver & Tidwell, L.L.P. has received a peer review rating of *pass*.

Eide Bailly LLP

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Town of Highland Park
Town Council
Tuesday, August 19, 2025

Item Coversheet

Take action on an ordinance approving the negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division, regarding the Company's 2025 Rate Review Mechanism filing.

PRESENTED BY: Tobin Maples, Town Administrator

BACKGROUND:

The Town, 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 April 1, 2025, 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, 2024, entitled it to additional system-wide revenues of $245.2 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to $225.6 million, $163.5 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 $185.6 million instead of the claimed $245.2 million.

After several settlement meetings, the parties have agreed to settle the case for $205.6 million. This is a reduction of $20 million to the Company's initial request. This includes payment of ACSC's expenses. The Effective Date for new rates is October 1, 2025. ACSC members should take action approving the Ordinance before October 1, 2025.

RATE TARIFFS
Atmos generated rate tariffs attached to the Ordinance that will generate $205.6 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 $7.83 on a monthly basis, or 9.27%. The increase for average commercial usage will be $25.73 or 6.56%. 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, 2025, 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:	$54.68	-
DARR:	$58.57	$3.89
ATM Cities:	$57.39	$2.71
Environs:	$55.96	$1.28

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

EXPLANATION OF "BE IT RESOLVED" PARAGRAPHS:
1. This section approves all findings in the Ordinance.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks.
4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional $205.6 million on a system-wide basis.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section requires the Company to reimburse the Town for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution/Ordinance approving new rate tariffs.
7. This section repeals any resolution or ordinance that is inconsistent with the Ordinance.
8. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
9. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Ordinance. This section further directs that the remaining provisions of the Ordinance are to be interpreted as if the offending section or clause never existed.
10. This section provides for an effective date upon passage.
11. This section directs that a copy of the signed Ordinance be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION
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 $245.2 million in additional system-wide revenues, the RRM settlement at $205.6 million for ACSC members reflects substantial savings to ACSC cities. Settlement at $205.6 million is fair and reasonable. The ACSC Executive Committee, consisting of city employees of 18 ACSC members urges all ACSC members to pass the Ordinance before October 1, 2025. New rates become effective October 1, 2025.

RECOMMENDATION

Staff recommends approval of the ordinance approving the negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division, regarding the Company's 2025 Rate Review Mechanism filing. The ordinance adopts tariffs reflecting rate adjustments consistent with the settlement, declares existing rates unreasonable, establishes a benchmark for pensions and retiree medical benefits, and requires reimbursement of ACSC's reasonable ratemaking expenses. Adoption of the ordinance will ensure the resulting rates are just, reasonable, and in the public interest.

FINANCIAL IMPACT

Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover $245.2 million in additional system-wide revenues, the RRM settlement at $205.6 million for ACSC members reflects substantial savings to ACSC cities.

ATTACHMENTS

Ord. No. 2147 Atmos Mid-Tex 2025 RRM Ordinance -TEM Final, Attachment 1_CY24 MTX RRM - Tariffs (002), Attachment 2_CY24 MTX RRM - Pension Benchmark (002), CY24 MTX RRM - Average Bill (002)

ORDINANCE NO. 2147

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HIGHLAND PARK, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2025 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

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

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

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

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

WHEREAS, on about April 1, 2025 Atmos Mid-Tex filed its 2025 RRM rate request with ACSC Cities based on a test year ending December 31, 2024; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2025 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 $205.6 million on a system-wide basis with an Effective Date of October 1, 2025; and

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

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

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

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

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

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

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

SECTION 2. That, without prejudice to future litigation of any issue identified by ACSC, the Town Council finds that the settled amount of an increase in revenues of $205.6 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 2025 RRM filing, is in the public interest, and is consistent with the Town's authority under Section 103.001 of the Texas Utilities Code.

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

SECTION 4. That, the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional $205.6 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 2025 RRM filing.

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

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

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

SECTION 10. That, consistent with the Town Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2025.

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

PASSED AND APPROVED the 19th day of August, 2025.

APPROVED AS TO FORM:

Susan B. Thomas
Town Attorney

APPROVED:

Will C. Beecherl
Mayor

ATTEST:

Joanna Mekeal
Town Secretary

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**R – RESIDENTIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

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	$ 23.65 per month
Rider CEE Surcharge	$ 0.03 per month[1]
Total Customer Charge	$ 23.68 per month
Commodity Charge – All Ccf	$ 0.74748 per Ccf

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

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

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

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

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

Agreement
An Agreement for Gas Service may be required.

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

[1]Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2025.

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 10/01/2025**	

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	$ 94.00 per month
Rider CEE Surcharge	$ 0.01 per month[1]
Total Customer Charge	$ 94.01 per month
Commodity Charge – All Ccf	$ 0.22261 per Ccf

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

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

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

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

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

Agreement
An Agreement for Gas Service may be required.

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

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-div-plantprotection@atmosenergy.com.

[1] Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2025.

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 10/01/2025**	

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	$ 1,848.75 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.7678 per MMBtu
Next 3,500 MMBtu	$ 0.5623 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.1206 per MMBtu

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

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

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

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

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

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

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

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-div-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 10/01/2025**	

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.

This tariff is not available to customers with a maximum daily demand of 1,000 MMBtu or greater and a daily/annual load factor of 10% or less. Load factor is calculated as follows: annual usage / (maximum daily connected demand X 365). Load factors will be recalculated once each year to determine appropriate eligibility for Rate T.

Type of Service
Company's receipt and delivery of all gas quantities under the applicable Transportation Agreement will be on a wholly interruptible basis subject to the Terms and Conditions incorporated in the Transportation Agreement. If Customer is an Industrial Customer, then Customer may elect, at the reasonable discretion of Company, to contract for Plant Protection transportation quantities defined as the minimum natural gas required to prevent physical harm and/or protect critical safety to the plant facilities, plant personnel, or the public when such protection cannot be achieved through the use of an alternate fuel. 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	$ 1,848.75 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.7678 per MMBtu
Next 3,500 MMBtu	$ 0.5623 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.1206 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).

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 10/01/2025**	

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.

Overpull Fee
Upon notification by Company of an event of interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of 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:	**SUR – SURCHARGES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	

Application

This Rider is applicable to customer classes in the incorporated areas under the RRM tariff as authorized by the state or any governmental entity, a municipality, or a regulatory authority pursuant to any statute, ordinance, order, rule, contract, or agreement.

Monthly Calculation

Surcharges will be calculated in accordance with the applicable statute, ordinance, order, rule, contract, or agreement.

FASB ASC 740-10 (Fin48) Refund

Applicable to Customers taking service under Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation.

To ensure that gas utility customers receive the benefit associated with the changes in the Company's Uncertain Tax Positions ("UTPs") arising from recognition of Texas Margin Tax returns.

The decrease shall be calculated as follows:

Beginning with implementation of rates from the negotiated RRM Tariff, and annually thereafter, the portion of UTP liabilities identified in Schedule FIN48-1.1 for the prior fiscal year shall be allocated based on the final class allocations of GUD No. 10170 as per the RRM Tariff, divided by the annual bill count to derive rates to be refunded through Rider SUR in the subsequent fiscal year. Each year's calculation will include a true-up (+ or -) due to account for over/under collections. Amounts identified in Schedule FIN48-1 shall be adjusted to reflect any audit adjustments received from the Texas Comptroller of Public Accounts.

No action on the part of the Regulatory Authority is required to give effect to the amount to be refunded to customers. However, any amount refunded to customers shall be fully subject to review for reasonableness and accuracy in the gas utility's next statement of intent proceeding with the Railroad Commission of Texas, and if applicable, the gas utility shall be required to reconcile any discrepancies.

The following refund as authorized in the most recent negotiated RRM Tariff shall be refunded to each Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation customer's monthly bill in each month for a 12-month period. The refund amount by month by Rate Schedule is shown in the table below:

Rate Schedules	Rate
Rate R – Residential Sales	$ (0.12)
Rate C – Commercial Sales	$ (0.41)
Rate I – Industrial Sales	$ (8.68)
Rate T – Transportation	$ (8.68)

RIDER:	**TAX – TAX ADJUSTMENT**	
APPLICABLE TO:	**Entire Division as Set Forth Below**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2025**	**PAGE:**

Application

Applicable to Customers taking service under Rate R, Rate C, Rate I, and Rate T, except for exempt State Agency Customers, to the extent of state gross receipts taxes only.

1. State Gross Receipts Taxes

Applicability - Entire Division except for Unincorporated Areas

Each monthly bill shall be adjusted for Miscellaneous state gross receipts taxes imposed by Sections 182-021 - 182-025 of the Texas Tax Code.

Entire Division

Each monthly bill shall also be adjusted by an amount equivalent to the amount of all applicable taxes and any other governmental impositions, rentals, fees, or charges (except state, county, city, and special district ad valorem taxes and taxes on net income) levied, assessed, or imposed upon or allocated to Company with respect to the Gas Service provided to Customer by Company, and any associated facilities involved in the performance of such Gas Service. Each monthly bill shall also be adjusted by an amount equivalent to the proportionate part of any increase or decrease of any tax and any other governmental imposition, rental, fee, or charge (except state, county, city, and special district ad valorem taxes and taxes on net income) levied, assessed, or imposed subsequent to the effective date of this tariff, upon or allocated to Company's operations, by any new or amended law, ordinance, or contract.

2. Federal or State Tax Law or Rate Changes:

Applicability – All Customers in the Mid-Tex Division ("MTX") Under the RRM Tariff

Applicable to Customers taking service under Rate R, Rate C, Rate I, and Rate T.

To ensure that gas utility customers receive the benefits or costs associated with the changes in tax rates at a federal or state level, MTX shall establish and accrue on its books and records, as of the effective date of the federal or state tax law or rate change: 1) regulatory liabilities to reflect the impact of a decrease in federal corporate income tax rates or state margin tax rates; or, 2) regulatory assets to reflect the impact of an increase in federal corporate income tax rates or state margin tax rates.

The gas utility may not change rates to give effect to a change in Federal or State Tax law or rates through the Rider TAX unless and until the city issues final authorization, an Accounting Order, or other express guidance authorizing such recovery through the RRM process.

Company may also not change rates to capture the impacts associated with the effects of Public Law 117-169, 136 STAT. 1818 of August 16, 2022 ("Tax Act 2022") and certain other tax-related costs that will change from the amounts included in the most recent base revenue requirement established through an RRM filing unless and until the city issues a final authorization, an Accounting Order, or other express guidance authorizing such recovery.

Upon receipt of authorization from the city through an Accounting Order, final authorization or other express guidance, the calculation applicable to the aforementioned federal or state tax rate or law changes are as follows; however, to the extent there is a conflict between the calculation or methodology

prescribed by an Accounting Order, final authorization, or other express guidance, and those contained in this rate schedule, the Accounting Order, final authorization, or other express guidance controls:

Calculations

1. With regard to changes in the tax rates at a federal or state level, the increase or decrease shall be calculated as follows:

    a. A portion of the gas utility's revenue representing the difference between: 1) the cost of service as approved by the Commission or the applicable regulatory authority in the gas utility's most recent statement of intent or other rate proceeding, and 2) the cost of service that would have resulted had the rates been based on the new federal income tax rate (increase or decrease) or state margin taxes (increase or decrease), as of the effective date of the change;
    b. If applicable, the portion of the gas utility's revenue representing the difference between: 1) each Interim Rate Adjustment surcharge approved by the regulatory authority since the gas utility's most recent statement of intent or other rate proceeding, and 2) each Interim Rate Adjustment surcharge that would have resulted had the surcharges been based on the new federal income tax rate (increase or decrease) or state margin taxes (increase or decrease), as of the effective date of the change; and
    c. The excess or deficient deferred tax reserve, including any associated gross up in taxes, caused by the reduction or increase in the federal corporate income tax rate or state related tax increases, as of the effective date of the change.

Upon the receipt of authorization from the Commission or applicable regulatory authority, the gas utility shall separately refund to customers based on a decrease in federal or state tax rates or separately collect from customers based on an increase in federal or state tax rates within twelve (12) months or, pursuant to applicable Internal Revenue Code ("IRC") rules and regulations, as follows:

    d. The amount collected/refunded by the gas utility that reflects the difference in base rates between: 1) the cost of service approved by the regulatory authority in the gas utility's most recent statement of intent rate proceeding, and 2) the cost of service that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes.
    e. If applicable, the amount collected/refunded by the gas utility that reflects the difference between: 1) each Interim Rate Adjustment surcharge approved by the Commission or the regulatory authority since the gas utility's most recent statement of intent rate proceeding, and 2) each Interim Rate Adjustment surcharge that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes.
    f. The amount collected/refunded by the gas utility that reflects the difference in the excess or deficient deferred tax reserve included in base rates between: 1) the cost of service approved by the Commission or the regulatory authority in the gas utility's most recent statement of intent rate proceeding, and 2) the cost of service that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes. These amounts shall be refunded or collected from customers based upon IRC rules and regulations if applicable.

2. With regard to the Tax Act 2022 and certain other tax-related costs that will change from the amounts included in the base revenue requirement established through an RRM filing, any change in rates shall be calculated as follows:

   (a) The amount shall be calculated as the product of Company's grossed-up rate of return authorized in the cost of service as approved by the Commission or the applicable regulatory authority in the gas utility's most recent statement of intent or other rate proceeding times the Corporate Alternative Minimum Tax deferred tax asset ("CAMT DTA") estimated at September 30 of the fiscal year or applicable quarter-end within a fiscal year prior to the annual change in the rates pursuant to this tariff, less the income tax credits received in accordance with IRC requirements applicable to the Tax Act 2022 grossed-up for income taxes to a revenue equivalent.

   (b) The estimated CAMT DTA and the related effects on the rider revenue requirements shall be trued up to the actual effects in the following year and the over/under recovery amortized over the twelve months that each year's recalculated tariff rates are in effect. The over/under recovery shall include a grossed-up rate of return as authorized in Company's most recent statement of intent or other rate proceeding.

   (c) The methodology for computing Company's CAMT is as follows:

      i. Confirm when Atmos Energy Corporation and its affiliates are subject to CAMT as an "applicable corporation" as defined the Tax Act 2022, then there will be MTX's CAMT DTA in the tariff.

      ii. Calculate the Mid-Tex Division's (MTX) contribution to Adjusted Financial Statement Income ("AFSI") on a stand-alone basis. MTX's AFSI is calculated by adjusting MTX's applicable financial statement income by adjustments to depreciation, pension costs and federal income tax to arrive at AFSI. AFSI is intended to be computed consistent with applicable IRC requirements.

      iii. Compare MTX's CAMT stand-alone amount with MTX's regular stand-alone tax liability. If the stand alone CAMT is in excess of the stand-alone regular tax, the CAMT DTA is recorded to MTX.

If the Internal Revenue Service issues new guidance related to the Tax Act 2022, Company shall have the right to make additional filings to recognize such adjustments.

Any Commission filing made to give effect to Federal or State Tax Law or Rate Changes shall be filed within 12-months following the enactment of a tax rate change with the Commission's Oversight and Safety Division or as part of a Statement of Intent.

Any city filing made to give effect to Federal or State Tax Law or Rate Changes shall be filed within 12-months following the enactment of a tax rate change and addressed to the city official at the address of record with the Mid-Tex Division.

With the exception of the authorization required from the Commission to allow the gas utility to recognize the new federal income tax rate (increase or decrease) or state taxes (increase or decrease) or the impacts associated with the effects of the Tax Act 2022 and certain other tax-related costs that will change from the amounts included in the base revenue requirement in the last approved RRM Tariff filing, no action on the part of the regulatory authority is required to give effect to the amount to be refunded or

collected from customers. However, any amount refunded or collected from customers shall be fully subject to review for reasonableness and accuracy in the gas utility's next statement of intent proceeding, and if applicable, the gas utility shall be required to reconcile any discrepancies.

Regulatory orders issued pursuant to this mechanism are ratemaking orders and shall be subject to appeal under Sections 102.001(b) and 103.021, et seq., of the Texas Utilities Code (Vernon 2007). Rate changes subject to the provisions of this tariff may be implemented upon the filing of an appeal to the relevant authority.

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 10/01/2025**	

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.

BI_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 jth customer in ith rate schedule is computed as:

$WNA_i = WNAF_i \times q_{ij}$

Where q_{ij} is the relevant sales quantity for the jth customer in ith 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 10/01/2025**	

Base Use/Heat Use Factors

	Residential		Commercial	
Weather Station	Base use Ccf	Heat use Ccf/HDD	Base use Ccf	Heat use Ccf/HDD
Abilene	9.61	0.1476	91.65	0.7406
Austin	8.19	0.1394	183.99	1.1581
Dallas	12.74	0.2017	193.53	1.1001
Waco	9.23	0.1277	148.26	0.7631
Wichita Falls	10.43	0.1387	122.94	0.7038

Weather Normalization Adjustment (WNA) Report

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

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2024

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 2025 Willis Towers Watson Report as adjusted	$ 572,372	$ (649,253)	$ 882,931	$ (3,920,499)	$ 65,943	
2	Allocation Factor	46.27%	46.27%	84.14%	84.14%	100.00%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	$ 264,856	$ (300,432)	$ 742,888	$ (3,298,664)	$ 65,943	
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)	$ 264,856	$ (300,432)	$ 742,888	$ (3,298,664)	$ 65,943	$ (2,525,408)
6							
7	O&M Expense Factor	76.41%	76.41%	39.54%	39.54%	10.97%	
8							
9	Summary of Costs to Approve:						
10	Total Pension Account Plan	$ 202,374		$ 293,727			$ 496,101
11	Total Post-Employment Benefit Plan		$ (229,557)		$ (1,304,242)		(1,533,799)
12	Total Supplemental Executive Benefit Plan					$ 7,231	7,231
13	Total (Ln 10 + Ln 11 + Ln 12)	$ 202,374	$ (229,557)	$ 293,727	$ (1,304,242)	$ 7,231	$ (1,030,467)

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2024

Line No.	Description	Average Volumes	Current Rates	Proposed Rates	Current Average Bill	Proposed Average Bill	Amount Change	Percent Change
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1	**Rate R @ 42.1 Ccf**							
2	Base Rates:							
3	Customer Charge		$ 22.95	$ 23.65	$ 22.95	$ 23.65	$ 0.70	
4	Consumption Charge (Ccf)	42.1	$ 0.58974	$ 0.74748	24.80	31.44	6.64	
5	Total Base Rates				$ 47.75	$ 55.09	$ 7.34	15.37%
6								
7	Gas Cost:							
8	Rider GCR Part A (Ccf)	42.1	$ 0.20875	$ 0.20875	$ 8.78	$ 8.78	$ -	
9	Rider GCR Part B (Ccf)	42.1	$ 0.53838	$ 0.53838	22.64	22.64	-	
10	Total Gas Cost				$ 31.42	$ 31.42	$ -	0.00%
11								
12	Total Base with Gas Cost				$ 79.17	$ 86.51	$ 7.34	
13	Rider FF & Rider TAX		0.06725	0.06725	5.32	5.82	0.49	9.27%
14								
15	**Total Residential Average Bill**				**$ 84.49**	**$ 92.33**	**$ 7.83**	**9.27%**
16								
17	**Rate C @ 367.6 Ccf**							
18	Base Rates:							
19	Customer Charge		$ 81.75	$ 94.00	$ 81.75	$ 94.00	$ 12.25	
20	Consumption Charge (Ccf)	367.6	$ 0.19033	$ 0.22261	69.97	81.83	11.86	
21	Total Base Rates				$ 151.72	$ 175.83	$ 24.11	15.89%
22								
23	Gas Cost:							
24	Rider GCR Part A	367.6	$ 0.20875	$ 0.20875	$ 76.74	$ 76.74	$ -	
25	Rider GCR Part B	367.6	$ 0.37860	$ 0.37860	139.18	139.18	-	
26	Total Gas Cost				$ 215.92	$ 215.92	$ -	0.00%
27								
28	Total Base with Gas Cost				$ 367.64	$ 391.75	$ 24.11	
29	Rider FF & Rider TAX		0.06725	0.06725	24.72	26.35	1.62	6.56%
30								
31	**Total Commercial Average Bill**				**$ 392.36**	**$ 418.10**	**$ 25.73**	**6.56%**
32								

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2024

Line No.	Description	Average Volumes	Current Rates	Proposed Rates	Current Average Bill	Proposed Average Bill	Amount Change	Percent Change
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
33	**Rate I at 1277 MMBTU**							
34	Base Rates:							
35	Customer Charge		$1,587.75	$ 1,848.75	$ 1,587.75	$ 1,848.75	$ 261.00	
36	Block 1 - Consumption Charge (MMBtu)	1,277	$ 0.6553	$ 0.7678	836.99	980.69	143.69	
37	Block 2 - Consumption Charge (MMBtu)	-	$ 0.4799	$ 0.5623	-	-	-	
38	Block 3 - Consumption Charge (MMBtu)	-	$ 0.1029	$ 0.1206	-	-	-	
39	Total Base Rates	1,277			$ 2,424.74	$ 2,829.44	$ 404.69	16.69%
40								
41	Gas Cost:							
42	Rider GCR Part A (MMBtu)	1,277	$ 2.07711	$ 2.07711	$ 2,653.03	$ 2,653.03	$ -	
43	Rider GCR Part B (MMBtu)	1,277	$ 0.88986	$ 0.88986	1,136.59	1,136.59	-	
44	Total Gas Cost				$ 3,789.63	$ 3,789.63	$ -	0.00%
45								
46	Total Base with Gas Cost				$ 6,214.37	$ 6,619.07	$ 404.69	
47	Rider FF and Rider TAX		0.06725	0.06725	417.92	445.14	27.22	6.51%
48								
49	**Total Industrial Average Bill**				**$ 6,632.29**	**$ 7,064.20**	**$ 431.91**	**6.51%**
50								
51	**Rate T at 4534 MMBTU**							
52	Base Rates:							
53	Customer Charge		$1,587.75	$ 1,848.75	$ 1,587.75	$ 1,848.75	$ 261.00	
54	Block 1 - Consumption Charge (MMBtu)	1,500	$ 0.6553	$ 0.7678	982.95	1,151.70	168.75	
55	Block 2 - Consumption Charge (MMBtu)	3,034	$ 0.4799	$ 0.5623	1,456.19	1,706.22	250.03	
56	Block 3 - Consumption Charge (MMBtu)	-	$ 0.1029	$ 0.1206	-	-	-	
57	Total Base Rates	4,534			$ 4,026.89	$ 4,706.67	$ 679.78	16.88%
58								
59	Gas Cost:							
60	Rider GCR Part B (MMBtu)	4,534	$ 0.88986	$ 0.88986	$ 4,034.96	$ 4,034.96	$ -	
61	Total Gas Cost				$ 4,034.96	$ 4,034.96	$ -	0.00%
62								
63	Total Base with Gas Cost				$ 8,061.85	$ 8,741.63	$ 679.78	
64	Rider FF and Rider TAX		0.06725	0.06725	542.17	587.88	45.72	8.43%
65								
66	**Total Transportation Average Bill**				**$ 8,604.01**	**$ 9,329.51**	**$ 725.50**	**8.43%**

Town of Highland Park
Town Council
Tuesday, August 19, 2025

Item Coversheet

Take action on the minutes of the Town Council meeting held on August 5, 2025.

PRESENTED BY: Joanna Mekeal, Town Secretary

BACKGROUND:

Attached are the minutes of the Town Council meeting held on August 5, 2025.

RECOMMENDATION

Staff recommends approval.

FINANCIAL IMPACT

None

ATTACHMENTS

2025-08-05 TC Minutes - Final

MINUTES OF A MEETING OF THE TOWN COUNCIL OF THE TOWN OF HIGHLAND PARK, TEXAS, HELD AT THE TOWN HALL, 4700 DREXEL DRIVE, HIGHLAND PARK, TX, 75205, AT 8:00 A.M. ON TUESDAY, AUGUST 5, 2025.

Mayor Will C. Beecherl, Mayor Pro Tem Don Snell, and Council Members Lydia Novakov and Leland White attended the meeting. Council Members Alan Friedman and Marc Myers were absent.

I. Mayor Will C. Beecherl called the meeting to order at 8:00 a.m.

II. Mayor Pro Tem Don Snell gave the Invocation.

III. INTRODUCTION

Introduction of Sofia Shah and Rania Shah, Armstrong Elementary School students, "Mayor For a Day." Mayor Beecherl introduced Sofia Shah and Rania Shah, Armstrong Elementary School students and winners of "Mayor for a Day," a prize auctioned by a school fundraising event. Mayor for a Day Sofia and Rania Shah will assist Mayor Beecherl by reading out loud the agenda items throughout the Town Council Meeting.

IV. PUBLIC COMMENT

Mayor Beecherl asked if anyone wished to address the Town Council about any item listed on the agenda and explained that the Town Council may not discuss or make decisions on items not listed on the agenda. Public comments are limited to three minutes per speaker unless otherwise required by law. Items suggested for action may be placed on a future agenda at the Town Council's discretion. There was no comment.

V. CONSENT AGENDA

On a motion made by Mayor Pro Tem Don Snell, seconded by Council Member Lydia Novakov, the Town Council voted unanimously to approve Items A. through E. on the Consent Agenda. Prior to the vote, Mayor Beecherl explained that all items under the Consent Agenda are considered routine or discussed at a previous meeting. There will be no separate discussion of items unless a request by a Council Member is made prior to the Town Council voting on the motion.

A. *Take action authorizing the Town Administrator to execute a contract with NewEdge Services, LLC to update the Town's Geographic Information System.*
B. *Take action authorizing the Town Administrator to execute a professional services agreement for the 30" Wastewater Interceptor Improvement project between Wycliffe Avenue and Armstrong Avenue.*
C. *Take action authorizing the Town Administrator to execute a construction contract for the Potomac Avenue/Auburndale Avenue Improvements.*
D. *Take action on the minutes of the Town Council meeting held on July 1, 2025.*
E. *Take action on the minutes of the Town Council study session held on July 1, 2025.*

VI. PUBLIC HEARING

A. Conduct a public hearing to receive comments from the public on the Proposed Budget and Plan of Municipal Services for Fiscal Year 2025-26 and take action to table approval until a future Town Council meeting. John Samford, Director of Finance, explained that the purpose of this public hearing is to provide a forum for public comments on the Proposed FY 2025-26 Combined Operating and Capital Budget ("Proposed Budget"). On June 27, 2025, the Town Administrator submitted the Proposed Budget to the Town Council and the Town Secretary, and it was also presented to the Finance and Audit Advisory Committee. The Texas Local Government Code requires that the Town hold a public hearing on the Proposed Budget. Mr. Samford presented a summary of the Proposed Budget. Mayor Beecherl opened the public hearing and invited comments. With no comments received, Mayor Beecherl closed the public hearing. On a motion made by Council Member Leland White, seconded by Mayor Pro Tem Don Snell, the Town Council voted unanimously to table approval of the Proposed Budget until the Town Council Meeting on Tuesday, September 2, 2025.

B. Conduct a public hearing, review, discuss, and take action on a proposed replat creating Lots 6A and 6B, Block 98, a replat of Lot 6, Block 98, Westpark, located at 4529 Fairway Street. Jeff Armstrong, AICP, Director of Community Development, explained that the applicant constructed a duplex structure at 4529 Fairway Street and sold the property to two different owners, essentially creating two attached single-family residences. However, the Zoning Ordinance still defines the structure as a duplex. Since the original lot is now under two separate ownerships, the proposal is to replat the property into two lots. Mr. Armstrong noted that nearly all properties along Fairway Avenue are duplexes, and the proposed replat would not alter the existing character of the area. Mayor Beecherl opened the public hearing and invited comments. Steve Noviello, 4545 Fairway Avenue, expressed concerns regarding the potential impact on density and inquired about the maximum number of unrelated individuals permitted to reside in the duplex in the proposed replat. In response, Mr. Armstrong explained that the duplex contains two dwelling units, with each unit allowing two unrelated individuals, for a total maximum of four. This limit would remain unchanged whether the replat is approved; therefore, the replat would have no effect on density. With no further comments, Mayor Beecherl closed the public hearing. On a motion made by Mayor Pro Tem Don Snell, seconded by Council Member Leland White, the Town Council voted unanimously to approve a replat creating Lots 6A and 6B, Block 98, a replat of Lot 6, Block 98, Westpark, located at 4529 Fairway Street.

C. Conduct a public hearing, review, discuss, and take action on a proposed replat creating Lots 1A and 1B, Block 99, a replat of Lot 1, Block 99, Westpark, located at 4551 Westway Avenue. Jeff Armstrong, AICP, Director of Community Development, explained that the lot at 4551 Westway Avenue is currently vacant. The applicant proposes to construct a duplex and sell the property to two different owners, creating two attached single-family residences. However, the Zoning Ordinance still defines the structure as a duplex. Two separate ownerships require the lot to be replatted into two lots. Mr. Armstrong noted that the proposed replat would not alter the area's existing character or density. Mayor Beecherl opened the public hearing and invited comments. With no comments received, Mayor Beecherl closed the public hearing. On a motion made by Council Member Lydia Novakov, seconded by Council Member Leland White, the Town

Council voted unanimously to approve a replat creating Lots 1A and 1B, Block 99, a replat of Lot 1, Block 99, Westpark, located at 4551 Westway Avenue.

VII. MAIN AGENDA

A. Review, discuss, and take action on a resolution to approve a proposed property tax rate of $0.199296 per $100 of taxable assessed value and set a public hearing on the property tax rate to be held on Tuesday, September 2, 2025. John Samford, Director of Finance, explained that the Texas Property Tax Code requires a record vote by the governing body when a proposed tax rate exceeds the "no-new-revenue tax rate." Additionally, the governing body must also vote to place the proposal to adopt the rate on the agenda of a future meeting as an action item. Mr. Samford noted that this vote does not bind the governing body to adopt the proposed tax rate; however, should the Town Council later consider a different rate, it cannot be higher than the rate proposed in this vote. The Town's "no-new-revenue tax rate" is $0.191974, and the "voter-approval tax rate" is $0.199296 per $100 taxable assessed valuation. The Town Council agreed that the voter-approved tax rate is sufficient. On a motion made by Council Member Leland White, seconded by Mayor Pro Tem Don Snell, the Town Council voted unanimously to approve the resolution proposing a property tax rate of $0.199296 per $100 of taxable assessed value and set a public hearing on the property tax rate, and consider its adoption at the regular Town Council Meeting to be held on Tuesday, September 2, 2025.

B. Review, discuss, and take action on a resolution designating certain named officials and employees of The Town of Highland Park, Texas as authorized signatories on all financial accounts of the Town. John Samford, Director of Finance, explained that the purpose of this resolution is to remove the prior Assistant Town Administrator from the Town's financial accounts, which include, but not limited to, depository (checking and savings), investment, financial, and trust accounts for the deposit and holding of Public Funds (collectively "Town Financial Accounts"). Certain financial institutions the Town does business with require a resolution from the governing body to update authorized signatories. Mr. Samford noted this resolution designates the Town Administrator and the Director of Finance as authorized signatories on all Town Financial Accounts. Further, it designates the Assistant Town Administrator or Interim Assistant Town Administrator as an authorized signatory should the Town Administrator appoint someone to either of those positions. On a motion made by Council Member Leland White, seconded by Council Member Lydia Novakov, the Town Council voted unanimously to approve the resolution designating certain named officials and employees of The Town of Highland Park, Texas as authorized signatories on all financial accounts of the Town.

C. Review, discuss, and take action to approve a resolution appointing a Zoning Ordinance Advisory Committee for the purpose of assisting with the rewrite of the Zoning Ordinance of the Town of Highland Park. Jeff Armstrong, AICP, Director of Community Development, stated that at the October 20, 2024, Study Session, the Town Council authorized staff to retain a professional planning consultant to lead the Zoning Ordinance rewrite, and Kendig Keast Collaborative ("KKC") was selected. The Advisory Committee will support staff and KKC by evaluating key policy issues, offering feedback on draft materials, and providing community perspectives that reflect Highland Park's values and goals. Members will also help promote transparency, support community engagement, and ensure that the resulting ordinance reflects input from a broad range

of stakeholders. While their recommendations and feedback will inform Zoning Commission and Town Council deliberations, final authority for review, modification, and adoption of the new Zoning Ordinance will remain solely with the Town Council. The recommended committee membership, developed by the Mayor and Town Administrator, includes representatives from the Town Council, Zoning Commission, Board of Adjustment, residential and non-residential property owners, historic preservation interests, and the building and design community. The Town Council agreed that the proposed membership reflects a diverse range of interests and perspectives from across the community. On a motion made by Council Member Lydia Novakov, seconded by Mayor Pro Tem Don Snell, the Town Council voted unanimously to approve a resolution appointing a Zoning Ordinance Advisory Committee for the purpose of assisting with the rewrite of the Zoning Ordinance of the Town of Highland Park.

VIII. Mayor Beecherl adjourned the Town Council meeting at 8:43 a.m.

APPROVED on the 19th day of August 2025.

APPROVED:

Will C. Beecherl
Mayor

ATTEST:

Sofia Tarango
Administrative Assistant

Town of Highland Park
Town Council
Tuesday, August 19, 2025

Item Coversheet

Take action on the minutes of the Town Council study session held on August 5, 2025.

PRESENTED BY: Joanna Mekeal, Town Secretary

BACKGROUND:

Attached are the minutes of the Town Council Study Session held on August 5, 2025.

RECOMMENDATION

Staff recommends approval.

FINANCIAL IMPACT

None.

ATTACHMENTS

2025-08-05 TCSS Minutes

MINUTES OF A STUDY SESSION OF THE TOWN COUNCIL OF THE TOWN OF HIGHLAND PARK, TEXAS, HELD AT TOWN HALL, 4700 DREXEL DRIVE, HIGHLAND PARK, TX, 75205, AT 8:48 A.M. ON TUESDAY, AUGUST 5, 2025.

Mayor Will C. Beecherl, Mayor Pro Tem Don Snell, and Council Members Lydia Novakov and Leland White attended the meeting. Council Members Alan Friedman and Marc Myers were absent.

I. Mayor Will C. Beecherl called the meeting to order at 8:48 a.m.

II. PUBLIC COMMENT

Mayor Beecherl asked if anyone wished to address the Town Council about any item listed on the agenda and explained that the Town Council may not discuss or make decisions on items not listed on the agenda. Public comments are limited to three minutes per speaker unless otherwise required by law. Items suggested for action may be placed on a future agenda at the Town Council's discretion. There was no comment.

III. FUTURE AGENDA DISCUSSION

A. Review and discuss the establishment of four all-way stop intersections. Lori Chapin, Director of Engineering, stated that the intersection of Lomo Alto Drive at Fairway Avenue was reviewed following resident concerns about visibility, vehicle speed, and traffic volume. A traffic study by Kimley-Horn found increased volumes and speeds on Lomo Alto Drive but likely low volumes on Fairway Avenue due to its short configuration and limited connectivity. An all-way stop at this location was not warranted. Ms. Chapin instead recommended an all-way stop one block north at Westway Avenue and Lomo Alto Drive, due to the high volumes of traffic along Westway Avenue. The intersection of Lomo Alto Drive at South Versailles Avenue was also evaluated in response to a resident’s concern about speeding. Town staff did not recommend an all-way stop at this location due to its proximity to two existing all-way stops. Additionally, the two recorded incidents at this location were not attributed to excessive speeding. Mayor Pro Tem Don Snell requested that staff continue to monitor this intersection for the potential installation of an all-way stop in the future. The intersection of Roland Avenue at Edmondson Avenue was evaluated at the request of several residents who expressed concerns about speeding and limited site distance. Town staff recommend installing an all-way stop at this location due to the potential for speeding, its adjacency to Fairfax Park, the added benefit of traffic calming, and lingering site-distance concerns. Lastly, the intersection at Westway Avenue at LaSalle Avenue was reviewed following several resident requests related to traffic volume, speeding, and children playing in the area. Town staff recommended an all-way stop due to high traffic volumes, instances of vehicles exceeding 30 MPH, additional traffic calming, and consistency through the corridor. The Town Council directed staff to prepare an ordinance for all staff-recommended all-way stop installations.

B. Review, discuss, and consider the opportunity for a Town Council Member to request an item to be placed on a future Town Council meeting agenda. Mayor Beecherl asked if any Town Council Member would like to request that an item be placed on a future Town Council study

session agenda for discussion or consideration. Council Member Lydia Novakov requested that staff explore options for signage displaying the names of Town parks.

IV. REPORTS

A. Review and discuss the proposed addition to the Department of Public Safety Uniform Policy. Chuck McGinnis, Director of the Department of Public Safety ("DPS"), explained the proposed amendment to the department's uniform policy would permit police officers to wear cowboy hats as an optional part of their duty uniform. The change is supported by more than 80% of officers, as indicated in a recent internal survey, and is intended to improve comfort, sun protection, morale, and community engagement while maintaining a professional appearance. Chief McGinnis noted that cowboy hats are widely perceived as approachable and personable, which can enhance public interaction and provide greater protection from the sun compared to standard patrol caps. He added that the policy would establish specific standards for style, material, and color to ensure uniformity, allowing straw hats in the summer and felt hats in the winter, and include a list of approved manufacturers with DPS specifications on file so retailers could readily fulfill officers' requests. Wearing cowboy hats would be optional and subject to command staff discretion, with officers responsible for purchasing their own hats. The Town Council expressed positive feedback on the proposal.

B. Review and discuss the Fiscal Year 2025-26 Combined Operating and Capital Budget. John Samford, Director of Finance, stated that the purpose of this agenda item is to provide an opportunity for staff to receive comments from the Town Council relating to the Fiscal Year 2025-26 Combined Operating and Capital Budget (the "FY 2026 Budget") process and any items the Town Council would like the staff to consider, study, or incorporate into the FY 2026 Budget. Mr. Samford noted possible adjustments to the proposed budget may be made pending the results of the ongoing compensation and benefits study being conducted for the Town. The Mayor and Town Council Members discussed various items and allocations within the proposed budget.

CLOSED SESSION

A. *In accordance with the Texas Government Code, Chapter 551, Subchapter D, Section 551.072 – REAL ESTATE – the Town Council will convene into closed session to deliberate the purchase, exchange, lease, or value of real property.*

B. *In accordance with the Texas Government Code, Chapter 551, Subchapter D, Section 551.074 – PERSONNEL MATTERS – the Town Council will convene into closed session to deliberate the appointment, employment, and duties of the Assistant Town Administrator.*

Mayor Beecherl recessed the study session at 9:24 a.m. and convened in a closed session at 9:24 a.m. Mayor Beecherl ended the closed session at 9:51 a.m. and reconvened the study session in open session at 9:51 a.m. No final action, decision, or vote was taken during the closed session.

OPEN SESSION

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

Mayor Beecherl adjourned the meeting at 9:51 a.m.

APPROVED on the 19th day of August 2025.

APPROVED:

Will C. Beecherl
Mayor

ATTEST:

Sofia Tarango
Administrative Assistant

Town of Highland Park
Town Council
Tuesday, August 19, 2025

Item Coversheet

Conduct a public hearing, review, discuss, and take action on a proposed replat creating Lots 5A and 6A, Block 143, a replat of Lots 5, 6 and 7, Block 143, Highland Park West, Second Installment, located at 4221 - 4229 Livingston Avenue.

PRESENTED BY: Jeff Armstrong, Director of Community Development

BACKGROUND:

This request is a replat to combine three existing lots into two lots. The applicants, owners of 4221 and 4229 Livingston Ave., have each purchased half the property at 4225 Livingston Ave. This replat will combine each of their existing lots with their newly acquired half lots. One owner intends to construct an addition to their existing home that would extend into the newly purchased property. The other owner would simply like to increase their lot area. There is an existing house at the 4225 address that will be demolished.

In addition to the plat, an aerial photograph has been attached showing the three houses and properties that are subject to this replat.

RECOMMENDATION

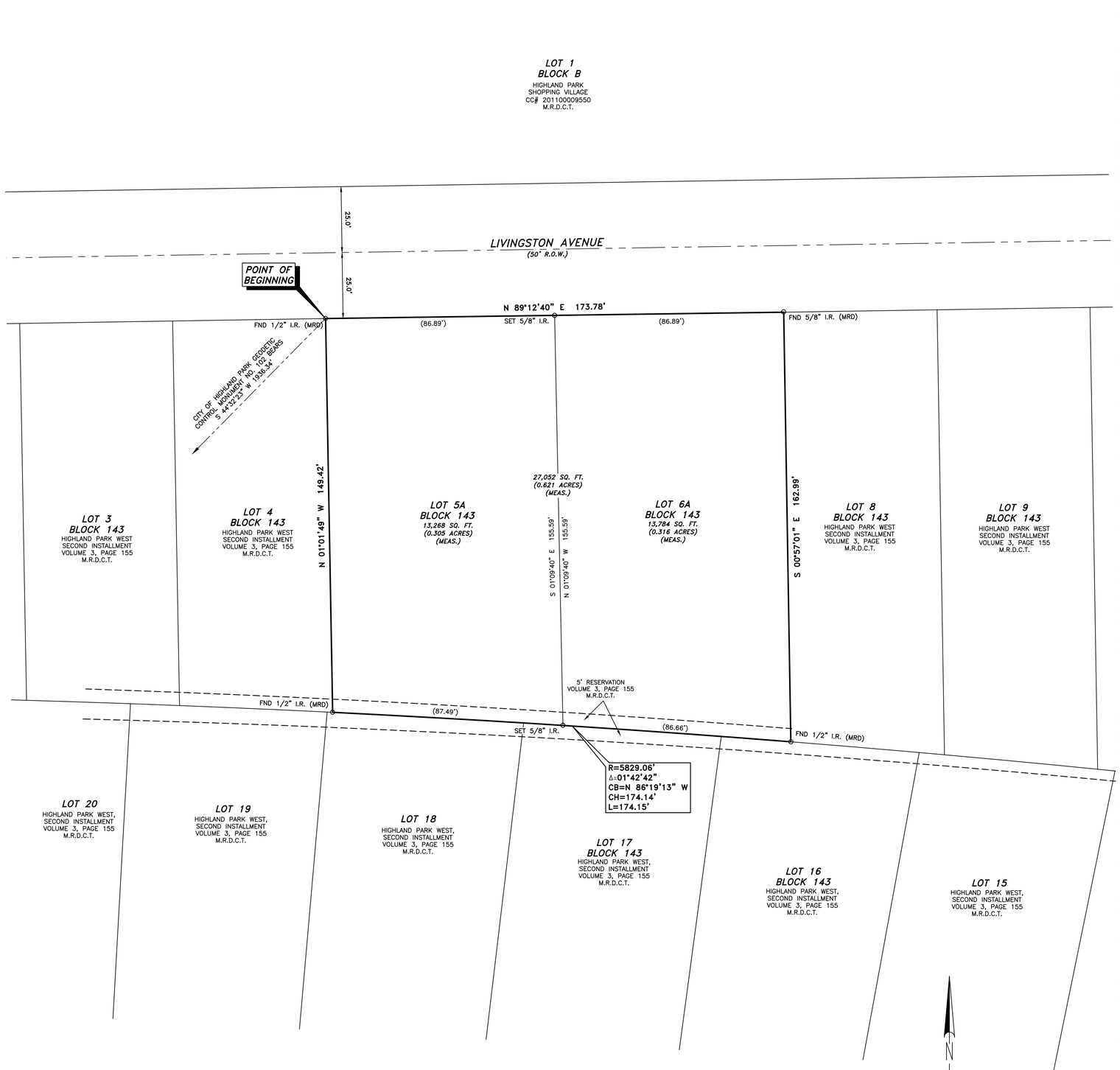
The proposed replat meets all requirements of the Subdivision Ordinance. Therefore, Staff recommends approval.

FINANCIAL IMPACT

None

ATTACHMENTS

Plat Livingston, Aerial Photo, Support letter - Hunsicker



NOTES:
1) NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF TOWN ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
2) NO PORTION OF THE SUBJECT PROPERTY LIES WITHIN THE 100 YEAR FLOODPLAIN.
3) ALL BEARINGS SHOWN HEREON ARE BASED UPON THE TOWN OF HIGHLAND PARK GEODETIC CONTROL MONUMENTS.
4) ALL COORDINATES AND ELEVATIONS SHOWN HEREON ARE BASED UPON THE TOWN OF HIGHLAND PARK GEODETIC CONTROL MONUMENTS.
5) (MRD) INDICATES MONUMENTS OF RECORD DIGNITY THAT REPRESENT ORIGINAL CORNERS SET BY THE SURVEYOR OR A SURVEYOR FOLLOWING IN THE FOOTSTEPS OF THE ORIGINAL SURVEYOR OF THE SUBDIVISION OR TRACT REFERENCED IN LEGAL DESCRIPTION ABOVE UNLESS OTHERWISE NOTED.
6) THE PURPOSE OF THIS PLAT IS TO CREATE TWO RESIDENTIAL LOTS.

LEGEND:

(MRD)= MONUMENT OF RECORD DIGNITY
FND 1/2" I.R.=FOUND 1/2" IRON ROD
FND 1" I.P.=FOUND 1" IRON PIPE
FND 1/2" I.P.=FOUND 1/2" IRON ROD
SET 5/8" I.R.= SET 5/8" IRON ROD WITH YELLOW CAP "RPLS 5587".
D.R.D.C.T.=DEED RECORDS, DALLAS COUNTY, TEXAS
M.R.D.C.T.=MAP RECORDS, DALLAS COUNTY, TEXAS
CC#=COUNTY CLERK'S FILE NUMBER

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF DALLAS

WHEREAS, JOSEPH M GRAHAM, SUSAN L GRAHAM, JENNIFER LYNN ACKERSON MORTON, AND MICHAEL WELLS MORTON ARE THE OWNERS OF ALL OF LOT 5, ALL OF LOT 6, AND ALL OF LOT 7 BLOCK 143, OF HIGHLAND PARK WEST, SECOND INSTALLMENT, AN ADDITION TO THE TOWN OF HIGHLAND PARK, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 3, PAGE 155 OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS, AND BEING ALL OF A TRACT OF LAND DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO JOSEPH M GRAHAM AND SUSAN L GRAHAM, OF RECORD UNDER COUNTY CLERK'S INSTRUMENT NUMBER 201500127455, OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, BEING ALL OF A TRACT OF LAND DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO JENNIFER LYNN ACKERSON MORTON AND MICHAEL WELLS MORTON, OF RECORD UNDER COUNTY CLERK'S INSTRUMENT NUMBER 201500241889, AND BEING ALL OF THOSE TRACTS OF LAND DESCRIBED IN PARTITION DEED TO JOSEPH M GRAHAM AND WIFE, SUSAN L GRAHAM, MICHAEL WELLS MORTON AND WIFE, JENNIFER LYNN ACKERSON MORTON, OF RECORD UNDER COUNTY CLERK'S INSTRUMENT NUMBER 202500133732, OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND FOR CORNER IN THE SOUTH RIGHT-OF-WAY LINE OF LIVINGSTON AVENUE (50' R.O.W.), AT THE NORTHWEST CORNER OF SAID LOT 5, SAME BEING THE NORTHEAST CORNER OF LOT 4 OF SAID ADDITION, FROM WHICH TOWN OF HIGHLAND PARK GEODETIC CONTROL MONUMENT NO. 102 BEARS S 44°32'23" W, A DISTANCE OF 1,936.34 FEET;

THENCE NORTH 89°12'40" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID LIVINGSTON AVENUE, A DISTANCE OF 173.78 FEET TO A 5/8" IRON ROD FOUND FOR CORNER AT THE NORTHEAST CORNER OF SAID LOT 7, SAME BEING THE NORTHWEST CORNER OF LOT 8 OF SAID ADDITION;

THENCE SOUTH 00°57'01" EAST ALONG THE COMMON LINE OF SAID LOT 7 AND LOT 8, A DISTANCE OF 162.99 FEET TO A 1/2" IRON ROD FOUND FOR CORNER AT THE COMMON SOUTH CORNER THEREOF, SAID POINT BEING THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 5829.06 FEET, A CENTRAL ANGLE OF 01°42'42" AND A CHORD WHICH BEARS NORTH 86°19'13" WEST, A DISTANCE OF 174.14 FEET;

THENCE IN A NORTHWESTERLY DIRECTION ALONG THE SOUTH LINE OF SAID LOTS 5, 6, AND 7, AN ARC DISTANCE OF 174.15 FEET TO A 1/2" IRON ROD FOUND FOR CORNER AT THE COMMON SOUTH CORNER OF SAID LOT 5 AND LOT 4;

THENCE NORTH 01°01'49" WEST ALONG THE COMMON LINE OF SAID LOT 5 AND LOT 4, A DISTANCE OF 149.42 FEET TO THE PLACE OF BEGINNING AND CONTAINING 27,052 SQUARE FEET OR 0.621 ACRES OF LAND.

OWNER'S DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

THAT, JOSEPH M GRAHAM, SUSAN L GRAHAM, JENNIFER LYNN ACKERSON MORTON, AND MICHAEL WELLS MORTON, THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED HEREIN DO HEREBY ADOPT THIS REPLAT OF ALL OF LOT 5, ALL OF LOT 6, AND ALL OF LOT 7, BLOCK 143, HIGHLAND PARK WEST, SECOND INSTALLMENT TO LOT 5A AND LOT 6A, BLOCK 143, HIGHLAND PARK WEST, SECOND INSTALLMENT AN ADDITION TO THE TOWN OF HIGHLAND PARK, DALLAS COUNTY, TEXAS, AND DOES HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS AND EASEMENTS SHOWN THEREON.

WITNESS OUR HANDS AT _____, TEXAS, THIS THE _____ DAY OF _____, 2025.

RELEASED ON 07/03/2025 FOR REVIEW PURPOSES
ONLY NOT TO BE RECORDED FOR ANY REASON

OWNER: JOSEPH M GRAHAM

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED JOSEPH M GRAHAM, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 2025.

RELEASED ON 07/03/2025 FOR REVIEW PURPOSES
ONLY NOT TO BE RECORDED FOR ANY REASON
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

MY COMMISSION EXPIRES: _____

RELEASED ON 07/03/2025 FOR REVIEW PURPOSES
ONLY NOT TO BE RECORDED FOR ANY REASON

OWNER: SUSAN L GRAHAM

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED SUSAN L GRAHAM, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 2025.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

MY COMMISSION EXPIRES: _____

RELEASED ON 07/03/2025 FOR REVIEW PURPOSES
ONLY NOT TO BE RECORDED FOR ANY REASON

OWNER: MICHAEL WELLS MORTON

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED MICHAEL WELLS MORTON, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 2025.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

MY COMMISSION EXPIRES: _____

RELEASED ON 07/03/2025 FOR REVIEW PURPOSES
ONLY NOT TO BE RECORDED FOR ANY REASON

OWNER: JENNIFER LYNN ACKERSON MORTON

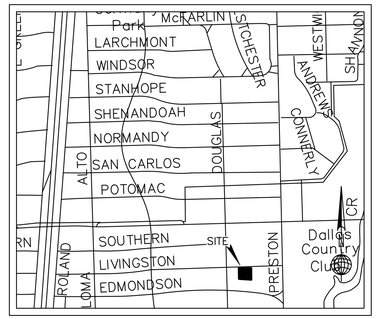
STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED JENNIFER LYNN ACKERSON MORTON , KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 2025.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

MY COMMISSION EXPIRES: _____



VICINITY MAP
(1"=1000')

SURVEYOR'S CERTIFICATE

STATE OF TEXAS
COUNTY OF DALLAS

THAT, I, JASON L. MORGAN, DO HEREBY CERTIFY THAT I PREPARED THIS REPLAT FROM AN ACTUAL SURVEY ON THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE FOUND AND/OR PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE APPLICABLE CODES AND ORDINANCES OF THE TOWN OF HIGHLAND PARK, TEXAS.

WITNESS MY HAND AT DALLAS, TEXAS,

THIS THE _____ DAY OF _____, 2025.

RELEASED ON 07/03/2025 FOR REVIEW PURPOSES
ONLY NOT TO BE RECORDED FOR ANY REASON
JASON L. MORGAN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5587

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED JJASON L. MORGAN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2025.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL BY TOWN COUNCIL

APPROVED THIS _____ DAY OF _____, 2025, BY THE TOWN COUNCIL OF THE TOWN OF HIGHLAND PARK, TEXAS.

_____
WILL BEECHERL
MAYOR, TOWN OF HIGHLAND PARK, TEXAS

_____
JOANNA MEKEAL
TOWN SECRETARY, TOWN OF HIGHLAND PARK, TEXAS

REPLAT OF
ALL OF LOT 5, ALL OF LOT 6 AND ALL OF LOT 7, BLOCK 143
HIGHLAND PARK WEST, SECOND INSTALLMENT
TO
LOT 5A AND LOT 6A
BLOCK 143
HIGHLAND PARK WEST, SECOND INSTALLMENT
AN ADDITION TO THE TOWN OF HIGHLAND PARK
DALLAS COUNTY, TEXAS

ADDRESS: 4221-4229 LIVINGSTON AVENUE

JULY, 2025

SCALE: 1" = 20'

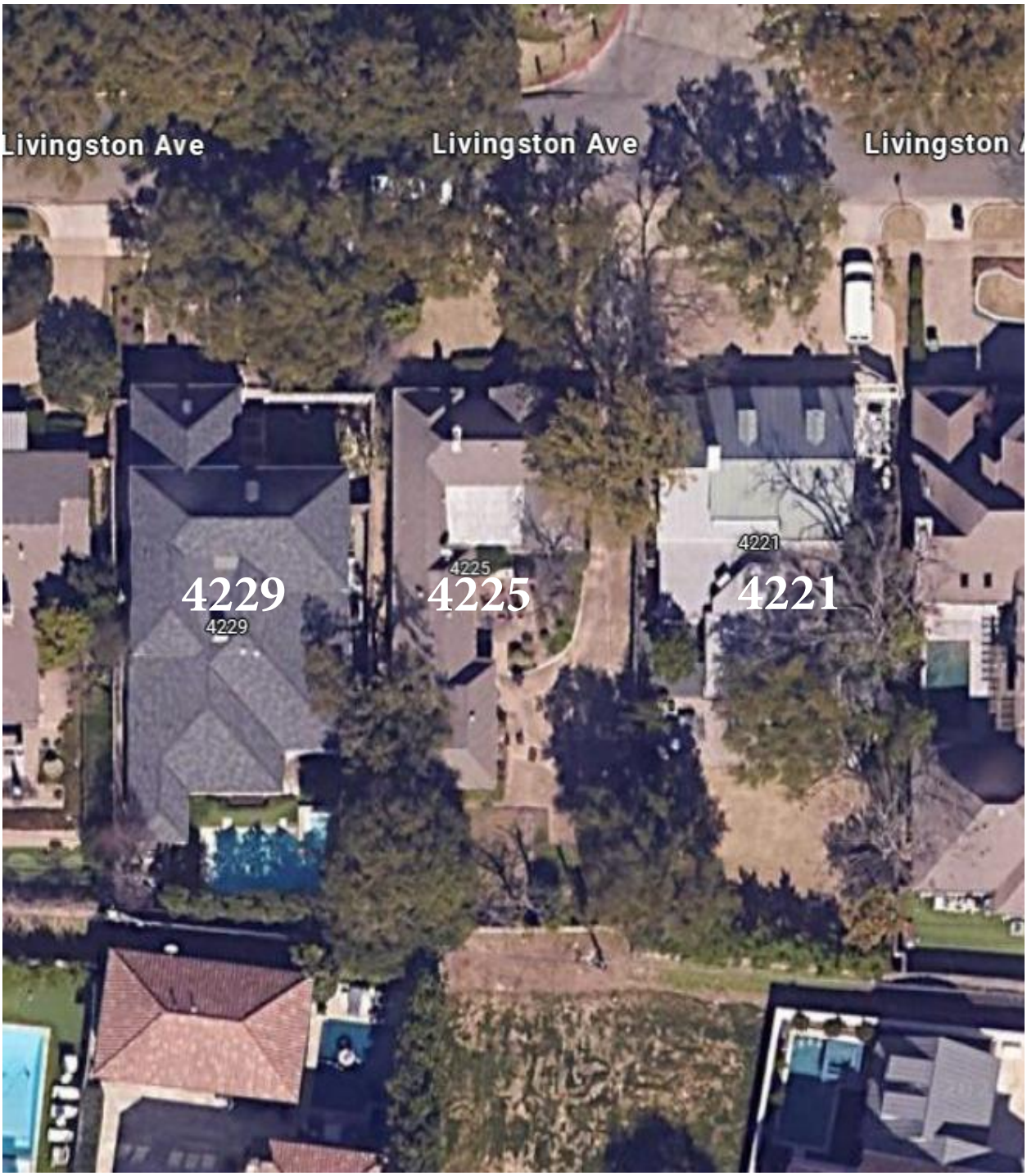
OWNER:
JOSEPH M. GRAHAM AND
SUSAN L. GRAHAM
4229 LIVINGSTON AVENUE

MICHAEL WELLS MORTON AND
JENNIFER LYNN ACKERSON MORTON
4221 LIVINGSTON AVENUE

SURVEYOR:
GLOBAL LAND SURVEYING, INC.
17111 PRESTON ROAD, STE 135
DALLAS, TEXAS 75252
PHONE (972) 881-1700
INFO@GLS-INC.COM
TBPELS FIRM NO. 10016300

FIRM NO. 10016300 JOB NO. 25-06-069

Aerial Photograph



Alison and Harry Hunsicker received the notice concerning the requested replat of 4221-4229 Livingston Ave. and are in full support. We would appear at the Town Council meeting to convey our support in person but are, unfortunately, unable to attend the meeting.

We live on Livingston Ave. at 4500 Livingston Ave. and drive the 4200 block of Livingston every day.

The 4200 block of Livingston is very congested due to its proximity to the HP Village. The requested replat would help to reduce the density of the area and would eliminate the need to park at least a couple of cars on the street. In addition, we can easily see why home owners on this block would want a few more feet of property.

As a result, we believe approval of this request would not only serve the needs of these particular homeowners, but would also provide an overall benefit to the citizens of the Town of Highland Park.

We encourage the Town Council to approve the request to combine the existing three lots and divide them into two separate lots: 4221 and 4229 Livingston Ave.

Alison Hunsicker