



Town of Highland Park, Texas
TOWN COUNCIL MEETING
AGENDA

8:00 AM
November 4, 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. RECOGNITION

Recognize and commend selected staff members for their exceptional performance, dedication, and contributions to the community and Town operations.

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 on the minutes of the Town Council meeting held on October 21, 2025.
- B. Take action on the minutes of the Town Council study session held on October 21, 2025.

VI. MAIN AGENDA

- A. Review, discuss, and take action to extend the construction time period for a new single-family residence at 4501 Highland Avenue from November 6, 2025, to November 6, 2026. An extension of 12 months.
- B. Review, discuss, and take action on an Ordinance Releasing and Abandoning a Portion of Public Right-of-Way Between 4224 and 4216 Armstrong Parkway.
- C. Review, discuss and take action on an Ordinance ordering an election to be held in and throughout the Town of Highland Park, Texas, on May 2, 2026 to dissolve the Dallas Area Rapid Transit System in the Town of Highland Park subject to the continued collection of sales taxes for the period required by law; providing for location of polling places to be designated at a later date; providing for early voting; and providing an effective date.

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



**Town of Highland Park
Town Council
Tuesday, November 4, 2025**

Item Coversheet

**Take action on the minutes of the Town Council meeting held on
October 21, 2025.**

PRESENTED BY:

BACKGROUND:

RECOMMENDATION

FINANCIAL IMPACT

ATTACHMENTS

2025-10-21 TC Minutes

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, OCTOBER 21, 2025.

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

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

II. Council Member Leland White gave the Invocation.

III. 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.

IV. CONSENT AGENDA

On a motion made by Council Member Alan Friedman, seconded by Council Member Marc Myers, 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 Core & Main LP for the purchase of materials necessary for maintenance of the Town's infrastructure.*
- B. *Take action on an ordinance amending Chapter 7, Municipal Court, Article 7.02, Court Costs, of the Code of Ordinances and establishing the Consolidated Municipal Court Building Security and Technology Fund.*
- C. *Take action on a Resolution declaring support for each member City of the Dallas Area Rapid Transit ("DART") to have a member on the DART Board of Directors.*
- D. *Take action on the minutes of the Town Council meeting held on October 7, 2025.*
- E. *Take action on the minutes of the Town Council study session held on October 7, 2025.*

V. PROCLAMATION

A. *Mayor Will C. Beecherl will read a proclamation recognizing October 28, 2025, as National First Responders Appreciation Day.* Mayor Beecherl read the proclamation and thanked the First Responders staff for their hard work and dedication.

B. Mayor Will C. Beecherl will read a proclamation recognizing November 3–7, 2025, as National Municipal Courts Week. Mayor Pro Tem Snell read the proclamation on behalf of Mayor Beecherl and thanked the National Municipal Court staff for their unwavering commitment.

VI. MAIN AGENDA

A. Review, discuss, and take action on a resolution providing for a fee of thirty percent (30%) on all court-imposed fines, fees, court costs, and other debts that are more than sixty (60) days past due; approving a contingent fee contract with Perdue Brandon Fielder Collins & Mott L.L.P. for collection of the delinquent fines, fees, costs and debts; and authorizing the Town Administrator to execute the contract. Gerri Robeson, Municipal Court Administrator, explained that as of October 14, 2025, there were 2,816 outstanding warrants totaling \$874,617.90 in uncollected court-ordered fines, fees, and costs that were more than 60 days past due. Pursuant to Article 103.0031 of the Texas Code of Criminal Procedure, municipalities may contract with a private firm or attorney to collect delinquent court-ordered debts and may add a collection fee of up to 30 percent to each account referred, paid by the defendant at no additional cost to the Town. The Town proposes entering a contract with Perdue Brandon Fielder Collins & Mott, L.L.P. (“Perdue”), a law firm specializing in governmental collections. Perdue has extensive experience with municipal court collections across Texas and currently provides collection services for the Town’s delinquent property taxes. 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 providing for a fee of 30% on all court-imposed fines, fees, court costs, and other debts that are more than 60 days past due; approving a contingent fee contract with Perdue Brandon Fielder Collins & Mott L.L.P. for collection of the delinquent fines, fees, costs and debts; and authorizing the Town Administrator to execute the contract.

B. Review, discuss, and take action to approve an ordinance to amend the Code of Ordinances, Chapter 12, Traffic and Vehicles, Article 12.07 Stopping, Standing and Parking, Division 6, Residential-Only Parking Permit Area, Section 12.07.183 (b), removing the 3500 Block of Gillon Avenue from the Daytime Permit Parking Areas (resident-only parking). Lori Chaping, P.E., Director of Engineering, explained that this item is to remove the 3500 Block of Gillon Avenue (north and south sides) from the resident-only parking designation previously approved by the Town Council on June 17, 2025. Due to ongoing construction-related congestion and parking demand in the southeast area of town, resident-only parking was initially implemented. A petition requesting the removal of this designation was submitted by 10 of the 15 affected residents (67%). The proposed ordinance amendment removes the 3500 Block of Gillon Avenue from the list of Daytime Permit Parking Areas and updates Sections 12.07.181 and 12.07.186(c) to clarify service vehicle regulations. James Jennings, 3510 Gillon Avenue, stated that he had not received notice that his block would be designated as resident-only parking and expressed his support for the proposed ordinance to remove this designation. In response to a question from Council Member Myers, Mr. Jennings acknowledged that once construction on Knox Street is complete, and if

parking becomes problematic along his block, residents may reconsider and request that the designation be reinstated. On a motion made by Council Member Leland White, seconded by Council Member Lydia Novakov, the Town Council voted unanimously to approve an ordinance to amend the Code of Ordinances, Chapter 12, Traffic and Vehicles, Article 12.07 Stopping, Standing and Parking, Division 6, Residential-Only Parking Permit Area, Section 12.07.183 (b), removing the 3500 Block of Gillon Avenue from the Daytime Permit Parking Areas (resident-only parking).

C. Review, discuss, and take action to extend the construction time period for a single-family residence at 3806 Beverly Drive from December 26, 2025, to August 24, 2026. An extension of eight months. Jeff Armstrong, A.I.C.P., Director of Community Development, explained that Porter Fuqua of Porter Fuqua Architects is requesting a third building permit extension. The original permit was issued on September 23, 2021. A 12-month extension was granted on May 2, 2023, following a request in April 2023. A second request in August 2024 sought a 21-month extension; Town Council approved a 15-month extension to December 26, 2025. The first extension was due to extensive excavation for a 40-foot-deep basement. The second cited interior design team changes, weather delays, and continued basement work. The project involves renovating 9,617 sq. ft. of existing space and adding 14,041 sq. ft., for a total of 23,534 sq. ft. under roof. To mitigate construction impacts, staff developed a Construction Management Plan limiting parking to six placards, with on-site and adjacent street parking available. On a motion made by Mayor Pro Tem Don Snell, seconded by Council Member Lydia Novakov, the Town Council voted unanimously to approve the construction time for a single-family residence at 3806 Beverly Drive from December 26, 2025, to August 24, 2026.

D. Review, discuss, and take action to extend the construction time period for a new single-family residence at 4009 Armstrong Avenue from September 30, 2025, to December 15, 2025. An extension of two and one-half months. Jeff Armstrong, A.I.C.P., Director of Community Development, stated that Bob Tabesh of Avandon LLC is requesting a second building permit extension. The initial 90-day extension approved in December 2024 expired on March 13, 2025, followed by a nine-month extension that expired on September 30, 2025. The current request seeks an additional two and one-half months, establishing a new completion deadline of December 15, 2025. The applicant cited the need for additional time due to an unanticipated requirement to upgrade the irrigation meter, which involves plan submittal, review, installation, and inspection. Remaining work includes drainage improvements, landscaping, and sidewalk installation. A proposed parking plan was submitted, providing 15 on-site spaces and additional parking along Armstrong Avenue, with no parking proposed on Lakeside Drive. A previous erosion-control issue near Turtle Creek has been resolved, and there have been no other maintenance or parking violations. On a motion made by Council Member Lydia Novakov, seconded by Council Member Marc Myers, the Town Council voted unanimously to approve the construction time for a new

single-family residence at 4009 Armstrong Avenue from September 30, 2025, to December 15, 2025.

E. Review, discuss, and take action on the Texas Municipal League Region 13 Director Ballot. Joanna Mekeal, T.R.M.C., stated that the Town of Highland Park has received the official ballot and candidate bios for the Texas Municipal League ("TML") Region 13 Director position on the TML Board of Directors. Emails and letters were also received from the candidates. In the past, regional director elections were conducted during regional meetings. However, following updates to the TML Constitution in 2023, these elections are now centrally managed by TML. TML is divided into 15 regions, each represented on the Board. Each term lasts two years, with the upcoming term commencing on October 31, 2025, at the close of the TML Annual Conference, and concluding on October 15, 2027, at the conclusion of the 2027 Annual Conference. Mayor Beecherl stated that he spoke with Wes Mays, the Mayor of Coppell, over the phone and was engaged and eager to serve on the board. Council Member Lydia Novakov added that based on his bio, he seems to be the most qualified. On a motion made by Council Member Lydia Novakov, seconded by Council Member Alan Friedman, the Town Council voted unanimously to cast a vote for Wes Mays, the Mayor of Coppell, on the Texas Municipal League Region 13 Director Ballot.

VII. ADJOURNMENT

Mayor Beecherl adjourned the Town Council meeting at 8:34 a.m.

APPROVED on the 4th day of November 2025.

APPROVED:

Will C. Beecherl
Mayor

ATTEST:

Joanna Mekeal
Town Secretary



**Town of Highland Park
Town Council
Tuesday, November 4, 2025**

Item Coversheet

**Take action on the minutes of the Town Council study session held
on October 21, 2025.**

PRESENTED BY:

BACKGROUND:

RECOMMENDATION

FINANCIAL IMPACT

ATTACHMENTS

2025-10-21 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 8:40 A.M. ON TUESDAY, OCTOBER 21, 2025.

Mayor Will C. Beecherl, Mayor Pro Tem Don Snell, and Council Members Alan Friedman, Marc Myers, Lydia Novakov, and Leland White attended the meeting. Council Member Lydia Novakov exited the meeting before the closed session.

I. Mayor Will C. Beecherl called the meeting to order at 8:40 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, 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. No items were suggested for a future meeting.

IV. REPORTS

A. Review and discuss a presentation from Kendig Keast Collaborative providing a regulatory audit of the current Zoning Ordinance. Jeff Armstrong, A.I.C.P., Director of Community Development, explained that Kendig Keast Collaborative ("KKC") will be in the Town of Highland Park on October 21, 2025, to hold a series of meetings, including a design workshop and review of their diagnostic and critique of the Zoning Ordinance. Brain Mabry, A.I.C.P., KKC Vice President and Project Manager, presented the results of their diagnostic and critique. The top eight topics to address included (1) Enhance Ordinance User-Friendliness; (2) Create Single-Family Compatibility Standards for Teardowns; (3) Establish Modest Tree Preservation Standards on Private Property; (4) Establish Nonresidential Landscaping Standards; (5) Address Lot Coverage Concerns; (6) Modernize and Clarify Districts and Dimensional Standards; (7) Incorporate Amendments for Legal Compliance; and (8) Incorporate Staff Suggestions. The Town Council Members engaged in a thorough and thoughtful discussion on each topic, carefully considering all perspectives and providing constructive feedback to guide future actions. Mr. Mabry thanked the Town Council for their discussion.

V. CLOSED SESSION

A. 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 on the appointment, employment, and duties of the Town Secretary, Town Administrator, Municipal Judge, and Town Attorney.

B. In accordance with the Texas Government Code, Chapter 551, Subchapter D, Section 551.072 – REAL ESTATE – the Town Council will convene into closed session to deliberate the purchase, exchange, lease, or value of real property. The Town Council did not discuss this item in closed session.

Mayor Beecherl recessed the study session at 9:56 a.m., and convened a closed session at 9:56 a.m., pursuant to: (A) 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 on the appointment, employment, and duties of the Town Secretary, Town Administrator, Municipal Judge, and Town Attorney.

Mayor Beecherl ended the closed session at 11:18 a.m. and reconvened the study session in open session at 11:18 a.m. No final action, decision, or vote was taken during the closed session.

VI. OPEN SESSION

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

VII. ADJOURNMENT – Mayor Beecherl adjourned the Study Session at 11:19 a.m.

APPROVED on the 4th day of November 2025.

APPROVED:

Will C. Beecherl
Mayor

ATTEST:

Joanna Mekeal
Town Secretary



**Town of Highland Park
Town Council
Tuesday, November 4, 2025**

Item Coversheet

Review, discuss, and take action to extend the construction time period for a new single-family residence at 4501 Highland Avenue from November 6, 2025, to November 6, 2026. An extension of 12 months.

PRESENTED BY: Jeff Armstrong, Director of Community Development

BACKGROUND:

The building permit was issued on November 7, 2023. Approval of the request would extend the total construction time to three years. The need for the extension is due to the installation of a basement and the house's 11,906-square-foot size. The applicant indicated prior to the issuance of the building permit that the project would take up to three years to complete, but was advised by staff at that time not to request the additional time needed to complete construction.

During the period when this permit was issued, staff discouraged contractors from requesting extensions at the beginning of their projects, even when construction was expected to take longer than 24 months. Had the applicant in this case requested an extension prior to issuance of the permit, not only would the current extension fees not have been applicable, but there would have been no fee. By waiting, the current fees would apply, and in this case, they would be \$187,500. Staff believes it is appropriate not to charge the new fees but to continue charging fees based on the old fee schedule, which is 50% of the original permit application fee.

The applicant's parking plan indicates parking for one vehicle on Highland Ave. adjacent to the lot and for eight vehicles on Laurel St. adjacent to the lot.

One construction parking violation related to the project was addressed and resolved. There have been no other complaints about the property during construction.

To help manage potential construction-related impacts, a Construction Management Plan has been developed. Staff is recommending that the implementation of this plan be included as a condition of the extension, consistent with the approach taken in recent, similar requests for large-scale residential projects.

RECOMMENDATION

Staff recommends approval of a 12-month permit extension to expire November 6, 2026, with the Construction Management Plan as a condition of approval.

FINANCIAL IMPACT

The fee for extending the construction timeframe is being assessed based on 50% of the building permit fee cost of \$27,074.27. Therefore, the extension fee is \$13,537.13.

ATTACHMENTS

4501 Highland Extension Request, Construction_Parking_Management_Plan_4501 Highland Ave 1

Goff Custom Homes L.P.
3419 Westminster #247
Dallas, Texas 75205

Mr. Jeff Armstrong
Director of Community development
Town of Highland Park
4700 Drexel Drive
Highland Park, Texas 75205

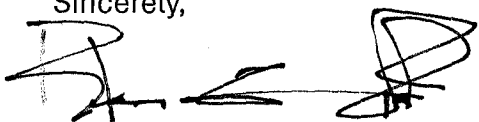
Dear Jeff,

As you are aware, we are constructing a new home at 4501 Highland Drive for Mrs. Hannah Cushall. As you will remember, during our initial Permit review, I voiced a concern regarding our ability to construct this home within the standard two-year permit limit. We discussed coming before the Town Council at that time to request an extension, but you and your staff encouraged me not to do that as you thought that the two-year time frame was under consideration to be revised. On several occasions over the past six months or so you and I have discussed the need for an extension and again I have been encouraged to sit still as your department worked toward a revised structure for the Permitting time frame. To date, I don't think any revisions have been made to this Ordinance therefore, we are in need of an extension for this project, located at 4501 Highland Drive.

As I voiced initially, the fact that this Project has a basement element and is approx. 12,000 sq. ft. in size that we would need additional time to complete the project. Given where we are on the project to date, I am requesting an additional 12 months to complete the job.

I appreciate your consideration of this request and am happy to discuss any questions or concerns you may have.

Sincerely,

A handwritten signature in black ink, appearing to read 'William R. Goff Jr.', with a stylized flourish at the end.

William R. Goff Jr.

Construction Management Plan

Project Address: 4501 Highland Avenue, Highland Park, TX 75205

Permit #: NEW-23-1264

Effective Dates: November 7, 2025, through November 6, 2026

I. Purpose

This Construction Parking Management Plan (CPMP) outlines the parking and access requirements for the construction project at 4501 Highland Ave. Due to the site's urban location and limited availability of on-street parking, the Town is implementing the following conditions to minimize impacts on neighbors, ensure emergency vehicle access, and maintain public safety.

II. On-Street Parking Conditions

1. Placard Limit

A maximum of nine (9) on-street parking placards will be issued by the Town for contractor use. These placards:

- Are valid for the duration of the building permit.
- Must be clearly displayed on all construction vehicles using on-street parking.
- Are non-transferable and may be revoked for violations.

2. Parking Location

Construction vehicles using a placard must park:

- Adjacent to and on the same side of the street as the construction site.
- In a manner that does not block driveways, fire hydrants, or travel lanes.

3. Alley Obstruction

Contractors and subcontractors are prohibited from blocking alley at all times without first obtaining permission from the Town Administrator or designee.

- Approval of alley obstruction will be limited to work associated with ingress/egress (driveways & flatwork) and utility taps and connections.

III. Supplemental Conditions

4. Off-Street Parking Plan

The contractor must submit an off-street parking plan identifying:

- Locations for additional offsite contractor or subcontractor parking.
- Staging areas for deliveries.
- Any use of nearby lots or shuttle services.

5. Shuttle/Carpool Program

Contractors are encouraged to carpool or use a shuttle system between off-site parking locations and the job site to reduce on-street congestion.

6. Loading & Staging Area Restrictions

- No construction vehicles may idle or stage in the public right-of-way.
- A designated loading area must be identified and approved as part of the construction management plan.
- Deliveries must be scheduled during non-peak hours when feasible.

7. First Responder Access

A minimum 10-foot clear travel lane must be maintained at all times for emergency access. The site superintendent will ensure daily compliance.

8. Working Hours Enforcement

Contractor vehicles may arrive no earlier than 7 am Monday through Saturday and must depart no later than 7 pm, per approved construction hours. Early arrival or late departure parking is prohibited.

9. Neighbor Communication & Complaint Response

- The contractor must notify all adjacent properties of:
 - Project timeline
 - Parking restrictions
 - A 24-hour complaint contact number
- The site superintendent must respond to parking or access concerns within 24 hours.

10. Town Inspections & Enforcement

- The Town reserves the right to conduct unannounced compliance checks.
- Violations may result in fines, suspension of placards, or revocation of the building permit.

IV. Acknowledgment

I acknowledge and agree to comply with all terms of this Construction Parking Management Plan and understand that violations may result in enforcement action by the Town.

Contractor/Superintendent Name: _____

Signature: _____

Date: _____

Attachments:

- Off-Street Parking Plan (to be submitted by contractor)



**Town of Highland Park
Town Council
Tuesday, November 4, 2025**

Item Coversheet

Review, discuss, and take action on an Ordinance Releasing and Abandoning a Portion of Public Right-of-Way Between 4224 and 4216 Armstrong Parkway.

PRESENTED BY: Tobin Maples, Town Administrator

BACKGROUND:

The attached ordinance authorizes the Town to release, abandon, and convey a ten (10) foot-wide strip of public right-of-way (“Walk Reserve”) located between 4224 and 4216 Armstrong Parkway. This property was originally dedicated in fee as a public access and utility easement but is no longer needed for public use.

The abutting property owners jointly requested to purchase the Walk Reserve from the Town. Pursuant to Section 272.001 of the Texas Local Government Code, the Town may sell narrow or unusable strips of land to adjoining property owners without public notice or bid, provided the sale is for fair market value.

An independent appraisal established the fair market value of the property, and the Town has negotiated equitable Purchase and Sale Agreements with both property owners. Each buyer will acquire an equal (50%) portion of the Walk Reserve, and the Town will retain a perpetual utility easement to preserve access to existing storm sewer and Oncor facilities located within the area.

This ordinance and the Public ROW abandonment contemplated shall be of no effect until, and shall only take effect upon, the Town’s receipt of (i) a fully executed copy of an Easement Agreement from each of the Grantees; (ii) full payment for the real property from each Grantee as contemplated in their respective Purchase Sale Agreements; and (iii) reimbursement from the Grantees to the Town for all Town expenses related to the release of the Public ROW and sale of the property from the Grantees.

RECOMMENDATION

Staff recommends approval of the attached ordinance authorizing the release, abandonment, and conveyance of the Walk Reserve to the abutting property owners for fair market value, subject to execution of all associated documents and compliance with the conditions outlined in the ordinance.

FINANCIAL IMPACT

Fair market value and purchase price is \$370,000.

ATTACHMENTS

Ord. No. 2155 Releasing and Abandoning Public ROW

ORDINANCE NO. 2155

AN ORDINANCE OF THE TOWN OF HIGHLAND PARK, TEXAS, RELEASING, ABANDONING, AND CONVEYING FOR FAIR MARKET VALUE THAT CERTAIN TEN (10) FOOT PUBLIC RIGHT-OF-WAY LOCATED BETWEEN 4224 ARMSTRONG PARKWAY AND 4216 ARMSTRONG PARKWAY; RESERVING AND RETAINING A UTILITY EASEMENT THEREON; AUTHORIZING THE EXECUTION OF A PURCHASE SALE AGREEMENT, SPECIAL WARRANTY DEED, AND OTHER DOCUMENTS REQUIRED TO EFFECTUATE THE CONVEYANCE OF THE TOWN'S REAL PROPERTY INTEREST IN THE PUBLIC RIGHT-OF-WAY TO THE ABUTTING PROPERTY OWNERS; PROVIDING SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Highland Park, Texas (the "**Town**") is a home rule Town acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the local Government Code; and

WHEREAS, the Town owns an approximate 1,989 square-foot (0.46 acre) strip of land dedicated in fee to the public at no cost to the Town by subdivision plat which is held as a public access and utility easement right-of-way and located between 4224 and 4216 Armstrong Parkway (the "**Public ROW**," as more particularly depicted and described in **Exhibit A**, attached hereto); and

WHEREAS, the property owners abutting the Public ROW, including the owners of 4224 Armstrong Parkway and 4216 Armstrong Parkway (the "**Grantees**"), submitted a request to the Town to release, abandon, and convey for fair market value the Public ROW to Grantees; and

WHEREAS, the Town has secured an independent third-party appraisal to establish fair market value of the property interest to be conveyed; and

WHEREAS, Section 1.04 of the Town's Home Rule Charter authorizes the Town to sell property; and

WHEREAS, Section 272.001 of the Texas Local Government exempts from statutory notice and bidding requirements the sale of narrow strips of land or small areas of land that cannot be used independently under current zoning and authorizes the Town to sell the land to abutting property owners in the same subdivision if the land has been subdivided; and

WHEREAS, acting pursuant to law, the Town Council of the Town of Highland Park, Texas ("**Town Council**"), deems it advisable to release, abandon, and convey the Public ROW, subject to the terms, conditions, and reservations herein provided, and the Town Council is of the opinion that the public access portion of the Public ROW is not needed for public use, and same should be released, abandoned and conveyed for fair market value to Grantees in an equitable manner; and

WHEREAS, Town Council finds and determines that the ten (10) foot public access easement is not being used by, nor is it useful or convenient to, the public in general, and therefore constitutes a public charge without a corresponding public benefit; and

WHEREAS, the Town Council further find and determines that the best interest and welfare of the public will be better served if the Public ROW is released, abandoned, and conveyed to the Grantees, subject to the conditions set forth herein; and

WHEREAS, by resolution of the Town Council on March 27, 1942, the owners of Lot 15 and Lot 16 were granted the right to remove the cement walks from the Public ROW and make plantings thereon; and

WHEREAS, in that certain Agreement Regarding Improvements Located on the Walk Reserve dated April 12, 2017, it was noted that “the Town does not foresee nor expect any other franchised utility company to request and/or need the use of the Public ROW”; and

WHEREAS, the existing storm sewer line, drainage grates and one utility pole of Oncor Electric Delivery, LLC located on the most northern end of the Public ROW are the sole public utility facilities in the Public ROW and will remain in place pursuant to an easement to be dedicated to the Town by the Grantees and will remain dedicated to the public and not be abandoned.

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

SECTION 1. That the findings and recitals set forth above are legislative findings of the Town Council and are incorporated herein for all purposes.

SECTION 2. That the Town of Highland Park, Texas (the “*Town*”) hereby releases, abandons, and conveys by special warranty deed the approximate 1,989 square-foot Public ROW described and depicted in Exhibit A, attached hereto; PROVIDED, HOWEVER, that Grantees shall grant and convey an easement to the Town pursuant to the terms of a Utility Easement Agreement, the form of which is attached hereto as **Exhibit D**, allowing it to inspect, maintain, repair, construct and/or reconstruct improvements, facilities, equipment, or lines of any public utility (municipal or otherwise) within the Public ROW area abandoned, and any such improvements, facilities, equipment, or lines currently existing in the abandoned Public ROW remain dedicated to the Town and are not hereby released, abandoned, or conveyed. Unless otherwise expressly stated in the Utility Easement Agreement, the utility easements are subject to all Town policies applicable to such easements, including restrictions on the use of the surface of such property

SECTION 3. The release, abandonment and conveyance provided for herein is made subject to all present zoning and deed restrictions, and all public and private easements and rights-of-way of others, whether apparent, non-apparent, aerial, surface, underground, or otherwise, and subject to any existing facilities located within the Public ROW. No buildings or any other structure requiring a permit from the Town shall be constructed or placed upon, over, or across the Town’s easement, except with the Town’s written authorization and required permit.

SECTION 4. The Town Administrator is hereby authorized to execute a Purchase Sale Agreement, Special Warranty Deed, and Utility Easement Agreement with each of the Grantees in substantially similar form to the documents attached hereto as **Exhibits B, C, and D** respectively, and any other documents required to effectuate the release of the Town's interest in and to the Public ROW described in **Exhibit A**, save and except all present utility easements and facilities therein.

SECTION 5. The following exhibits are attached to this Ordinance and are incorporated herein for all purposes:

- Exhibit A – Public ROW Description and Depiction
- Exhibit B – Form Purchase Sale Agreement
- Exhibit C – Form Special Warranty Deed
- Exhibit D – Form Utility Easement Agreement

SECTION 6. It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the Town Council without the incorporation of this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 7. This ordinance and the Public ROW abandonment contemplated herein shall be of no effect until, and shall only take effect upon, the Town's receipt of (i) a fully executed copy of an Easement Agreement from each of the Grantees; (ii) full payment for the real property from each Grantee as contemplated in their respective Purchase Sale Agreements; and (iii) reimbursement from the Grantees to the Town for all Town expenses related to the release of the Public ROW and sale of the property from the Grantees.

PASSED AND APPROVED by the Town Council of the Town of Highland Park, Texas, on this 4th day of November 2025.

APPROVED AS TO FORM:

APPROVED:

Susan Thomas
Town Attorney

Will C. Beecherl
Mayor

ATTEST:

Joanna Mekeal
Town Secretary

Exhibit A
Public ROW Description and Depiction

SHEET 1 OF 2

WALK RESERVE

HIGHLAND PARK WEST, FIRST INSTALLMENT, BLOCK 103
WILLIAM GRIGSBY SURVEY, ABSTRACT NO. 501
CITY OF DALLAS, DALLAS COUNTY, TEXAS

Being 1,989 square feet or 0.046 of an acre of land located in the WILLIAM GRIGSBY SURVEY, ABSTRACT NO. 501, City of Dallas, Dallas County, Texas, and being a reserved walkway, Block 103, of Highland Park West, First Installment, an addition to the Town of Highland Park, Dallas County, Texas, according to the map or plat thereof recorded in Volume 2, Page 361, Map Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a point for corner in the Northeast line of Armstrong Parkway, a 170' right-of-way (Volume 2, Page 361, M.R.D.C.T.), at the South corner of Lot 16, Block 103, said point being the South corner of said Lot 16 and a portion of Lot 17 described in deed to Howard L. Armistead III or Mary Van Armistead, Trustee, or their successors in trust, recorded in Instrument No. 202300024449, Official Public Records, Dallas County, Texas;

THENCE North 21°59'08" East, along the Southeast line of said Lot 16, a distance of 200.00' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set at the common corners of said Lot 16 and Lot 10, of said Block 103;


THENCE South 68°00'52" East, a distance of 1.47' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

THENCE South 51°39'53" East, a distance of 8.89' to a point for corner set at the common corner of Lot 11 and Lot 15, of said Block 103;

THENCE South 21°59'08" West, along the Northwest line of said Lot 15, a distance of 197.50' to a point for corner set in said Northeast line of Armstrong Parkway;

THENCE North 68°00'52" West, along said Northeast line, a distance of 10.00' to the PLACE OF BEGINNING and containing 1,989 square feet or 0.046 of an acre of land.

BASIS OF BEARING DETERMINED BY TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 (2011).


John S. Turner, R.P.L.S. #5310



A&W SURVEYORS, INC.

Professional Land Surveyors

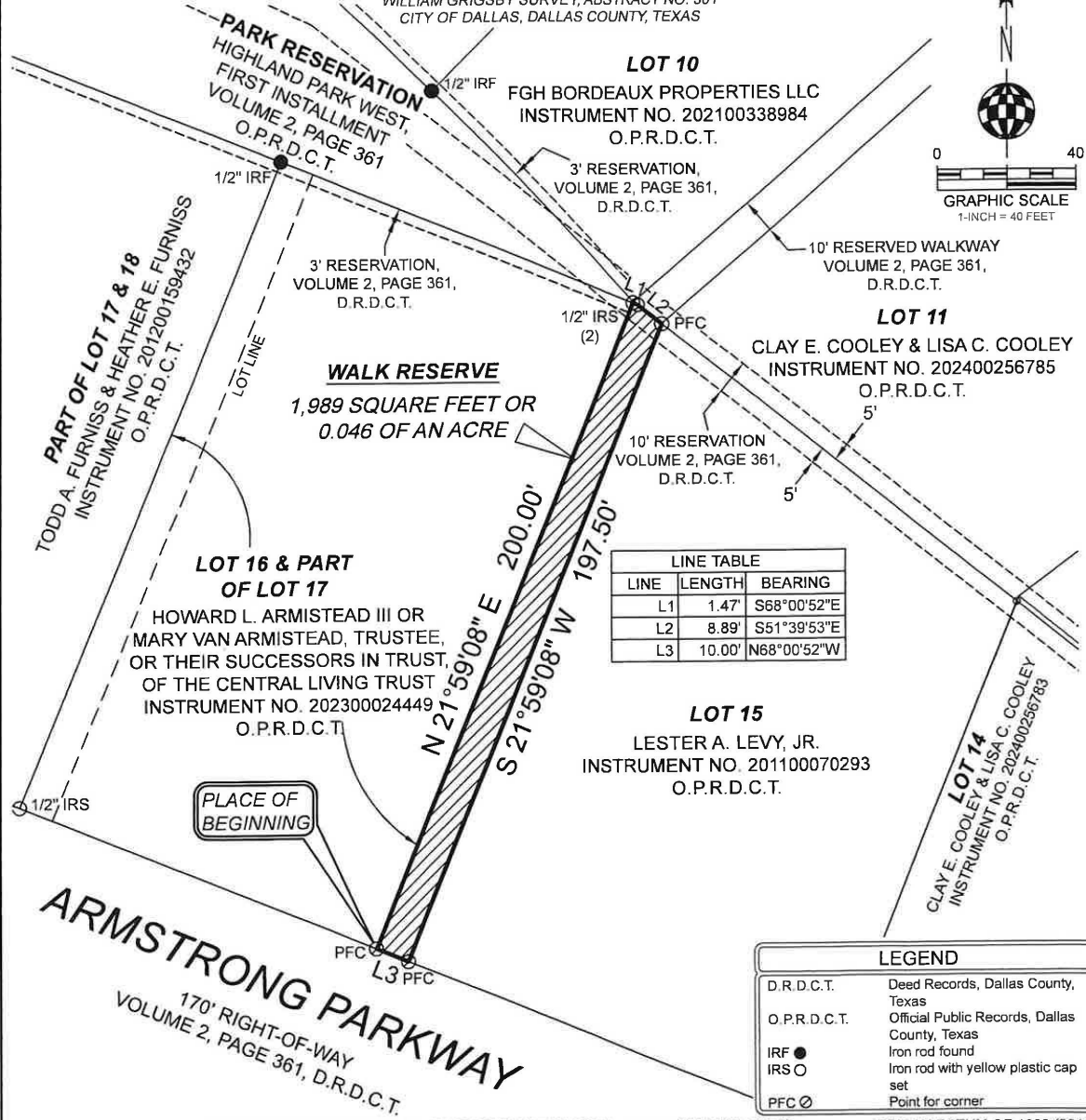
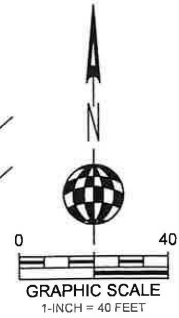
TEXAS REGISTRATION NO. 100174-00
P.O. BOX 870029, MESQUITE, TX. 75187
PHONE: (972) 681-4975 FAX: (972) 681-4954
WWW.AWSURVEY.COM

Job Number: 25-1341 Date: 09-17-2025 Drafter: AR

"A professional company operating in your best interest"

WALK RESERVE

HIGHLAND PARK WEST, FIRST INSTALLMENT, BLOCK 103
 WILLIAM GRIGSBY SURVEY, ABSTRACT NO. 501
 CITY OF DALLAS, DALLAS COUNTY, TEXAS



BASIS OF BEARING DETERMINED BY TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 (2011)

John S. Turner
 John S. Turner, R.P.L.S. #5310

A&W SURVEYORS, INC.
 Professional Land Surveyors
 TEXAS REGISTRATION NO. 100174-00
 P.O. BOX 870029, MESQUITE, TX. 75187
 PHONE: (972) 681-4975 FAX: (972) 681-4954
 WWW.AWSURVEY.COM

Job Number: 25-1341 Date: 09-17-2025 Drafter: AR
 "A professional company operating in your best interest"

Exhibit B
Form Purchase Sale Agreement

THIS PURCHASE AND SALE AGREEMENT (this “*Agreement*”), dated as of November __, 2025 (the “*Effective Date*”), is made and entered into by and between the Town of Highland Park, Texas, a home rule Town organized and operating pursuant to the laws of the State of Texas (the “*Town*” or “*Seller*”) and Howard L. Armistead III, Trustee, or his successors in Trust of the Central Living Trust dated July 23, 2023, a Trust established under the laws of the State of Texas (“*CLT*” or “*Buyer*” and, together with Seller, the “*Parties*”), and the owner of certain real property located at 4224 Armstrong Parkway, Highland Park, Texas 75205, generally described as Block 103, Lot 16 and the eastern ten feet (10’) of Lot 17, Highland Park West 1st, Dallas County, Texas, (the “*4224 Property*”).

RECITALS

WHEREAS, the Town owns a strip of land adjacent to the 4224 Property which is generally 10 feet wide and between 197 and 200 feet long (the “*Walk Reserve*”), as shown on **Exhibit A** attached hereto;

WHEREAS, Section 272.001 of the Texas Local Government Code authorizes the Town to forgo statutory notice and bid requirements for the sale of the Walk Reserve if the land is sold at fair market value to abutting property owners, with the division of land between the owners made in an equitable manner;

WHEREAS, CLT has been in discussions with the Town and Lester A. Levy Jr. (“*Levy*”), the owner of certain real property located at 4216 Armstrong Parkway, Highland Park, Texas 75205, and generally described as Block 103, Lot 15, Highland Park West 1st, Dallas County, Texas, (the “*4216 Property*”) regarding the purchase of the Walk Reserve by CLT and Levy in equal 50% portions, as the owners of the abutting 4224 Property and 4216 Property (the “*Transactions*”);

WHEREAS, CLT, the Town and Levy are parties to that certain Reimbursement Agreement dated as of MONTH, DAY, 2025 (the “*Reimbursement Agreement*”), which provides, among other things, that the Town shall obtain (1) a survey (the “*Survey*”) and (2) an appraisal (the “*Appraisal*”) to ensure that the Walk Reserve is divided equitably and sold at fair market value in compliance with Section 272.001 of the Texas Local Government Code;

WHEREAS, the Survey and Appraisal contemplated by the Amended Reimbursement Agreement are attached hereto as **Exhibit A** and **Exhibit B**, respectively;

WHEREAS, the Town is entering into a substantially similar Purchase and Sale Agreement with Levy (the “*Levy PSA*”) contemporaneously with the execution and delivery of this Agreement pursuant to which Levy shall also purchase an equitably divided 50% portion of the Walk Reserve in fee simple absolute from Seller;

WHEREAS, the Town has agreed to re-plat the Walk Reserve, dividing it equitably between CLT and Levy in compliance with Section 272.001 of the Texas Local Government Code, and issuing an amending plat (the “**Revised Plat**”) which shall be promptly recorded by the Town in the property records and shall be controlling on the preceding plat without vacation of that plat in accordance with Section 212.016(9) of the Texas Local Government Code;

WHEREAS, the Parties recognize and agree that the Town owns and maintains underground infrastructure within the Walk Reserve and that the Town intends to preserve its right, along with its respective employees, agents, and contractors, to enter the Walk Reserve at all times for the purpose of inspecting, maintaining, repairing, constructing, and/or reconstructing any and all of the Town’s infrastructure and each of Levy and CLT are entering into an Easement Agreement contemporaneously with this Agreement (the “**Easement Agreements**”), which Easement Agreements shall be substantially identical to **Exhibit C** attached hereto and shall be duly recorded by the Town in the property records; and

WHEREAS, subject to the terms, covenants and conditions set forth herein, Seller desires to sell an equitably divided 50% portion of the Walk Reserve in fee simple absolute to Buyer and Buyer desires to purchase an equitably divided 50% portion of the Walk Reserve from Seller in fee simple absolute.

NOW, THEREFORE, in consideration of the foregoing and the covenants, terms, and conditions contained herein, and for other valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged by both Parties, the Parties hereto agree as follows:

1. Definitions. Capitalized terms used in this Agreement without definition shall have the respective meanings ascribed to such terms in **Exhibit D**.

2. Agreement of Purchase and Sale. At the Closing, subject to the covenants, terms, and conditions of this Agreement, Seller shall sell to Buyer, and Buyer shall purchase from Seller, 50% of the Walk Reserve as equitably divided in accordance with the proposed Revised Plat attached hereto as **Exhibit E**. The Town shall promptly record the Special Warranty Deed, the form of which is attached hereto as **Exhibit F** (the “**Deed**”) in the real property records in accordance with Sections 272.001 and 212.016(9) of the Texas Local Government Code.

3. Purchase Price. The purchase price to be paid for the 50% portion of the Walk Reserve by CLT (the “**Purchase Price**”) shall be One Hundred Eight-five Thousand Dollars and XX/100 (\$185,000.00). No fewer than three (3) business days prior to the Closing, the Town shall deliver to CLT a final invoice which shows all unreimbursed amounts previously paid by the Town pursuant to the Reimbursement Agreement, together with all amounts due and payable pursuant to the Reimbursement Agreement as of the Closing Date (hereinafter defined) (the “**Reimbursement Expenses Total**”). At the Closing, CLT shall pay the Town, by wire transfer of immediately available funds, the sum of (a) the Purchase Price, plus (b) 50% of the Reimbursement Expenses Total.

4. Closing. The consummation and settlement of the transactions contemplated by this Agreement (the “**Closing**”), the Levy PSA, the Reimbursement Agreement and the Easement

Agreement (collectively, the “*Transaction Documents*”) shall be held as soon as reasonably practicable on a date mutually agreed upon by the Parties (the “*Closing Date*”) after the Survey, Appraisal and Revised Plat are prepared. At the Closing, the Town shall convey good and marketable fee simple title by the Deed to Buyer’s portion of the Walk Reserve as set forth on the Revised Plat, free and clear of all liens upon payment of the Purchase Price. At the Closing, (a) each Party shall execute and deliver signed counterparts to this Agreement and the Easement Agreement (b) CLT shall deliver the Purchase Price plus 50% of the Reimbursement Expenses Total to the Town by wire transfer of immediately available funds and (c) the Town shall execute the Deed. The Town shall record the Deed and the Revised Plat on the Closing Date or within one business day thereof.

5. Conditions to obligations of Buyer. This Agreement and the obligation of CLT to purchase its portion of the re-platted Walk Reserve from the Town is expressly contingent and conditioned upon and subject to the satisfaction, or waiver in writing by Buyer, of each of the following conditions prior to the Closing Date.

(a) General Feasibility.

(i) *Due Diligence.* Seller hereby grants to Buyer, its engineers, consultants and agents, a license to go upon the Walk Reserve for the purpose of making inspections and conducting feasibility studies with respect to the Walk Reserve, including, without limitation, physical site inspections and utilities, drainage, soil test, together with such other tests and studies as Buyer deems appropriate in Buyer’s sole and absolute discretion; provided, further, for the avoidance of doubt that CLT may terminate this Agreement at any point prior to Closing and have no liability to the Town other than its obligation to reimburse 50% of the reimbursable expenses incurred by the Town through the date of any such termination pursuant to the Reimbursement Agreement.

(ii) *Re-Platting of Walk Reserve.* The Town shall re-plat the Walk Reserve in compliance with Section 272.001 of the Texas Local Government Code by dividing the Walk Reserve equitably into two parcels substantially identical in area, with the western 50% portion of such re-platted Walk Reserve to be joined with the existing parcel of the 4224 Property and the eastern 50% portion of such re-platted Walk Reserve to be joined with the existing parcel of the 4216 Property, as shown on the Revised Plat attached hereto as **Exhibit E**.

(iii) *Access to Documents and Other Items.* Until the Closing or termination of this Agreement, the Town shall provide Buyer with reasonable access to Town records with respect to the Walk Reserve, including, without limitation, surveys, title policies, plans and specifications, notices, correspondence, environmental reports, licenses, permits and approvals.

(iv) *Election to Terminate.* Buyer shall have the absolute and unconditional right to terminate this Agreement for any reason whatsoever (or no reason) by providing notice of termination to the Town, and Buyer’s liability hereunder shall be limited to its obligation to reimburse the Town for 50% of the reimbursable expenses incurred by the Town pursuant to the terms and conditions of the Reimbursement Agreement up to and including the date of termination.

(b) Survey and Title Review.

(i) *Survey and Title Report.* Promptly following the Effective Date, Seller shall deliver to Buyer a current preliminary title report of the Walk Reserve (the “**Title Report**”) leading to the issuance of an ALTA standard coverage owner’s policy of title insurance in the amount of the Purchase Price, together with legible copies of all instruments of record referred to on Schedule B thereof. Buyer shall have until the Closing Date to review and disapprove, in its reasonable discretion, the Title Report and the Survey. If Buyer does not expressly disapprove the status of title to the Walk Reserve as described in the Survey and Title Report (and any amendment to the Title Report or Survey) by giving written notice to the Town on or before the Closing Date, Buyer shall be deemed to have approved the status of title to the Walk Reserve as reflected on the Survey and Title Report, as may be amended. If Buyer objects to the status of title to the Walk Reserve, Buyer may exercise its right to terminate this Agreement.

(ii) *No Monetary Liens.* Notwithstanding anything to the contrary contained in this Agreement, any other Transaction Document, or any other document or instrument executed or delivered in connection with the Transaction, the Town shall be obligated to remove prior to Closing (regardless of whether Buyer objects thereto) all deeds of trust, mortgages, mechanics’ liens, UCC filings, judgments and other monetary liens imposed on the Walk Reserve; it being the intent of the parties that the Walk Reserve be conveyed to Buyer free and clear of all liens, and in no event shall the Walk Reserve be subject to any monetary liens.

6. Termination of Agreement. Buyer may terminate this Agreement at any time prior to Closing by delivering written notice (the “**Termination Notice**”) to the Town and Levy indicating its election to terminate this Agreement. Upon delivery of the Termination Notice, this Agreement shall terminate, and the Town shall deliver to each of Buyer and Levy a final statement of the Reimbursement Expenses Total up to and including the date of termination as soon as reasonably practicable. Buyer’s liability hereunder shall be limited to its obligation to reimburse the Town for 50% of the reimbursable expenses incurred by the Town up to and including the date of termination pursuant to the terms and conditions of the Reimbursement Agreement. Buyer shall have no liability whatsoever to the Town in respect of expenses incurred after the date of Termination or for costs in excess of 50% of the Reimbursement Expenses Total stated on the final statement delivered by the Town..

7. Title Insurance; Deed.

(a) Owner’s Insurance Policy. At the Closing, Buyer may, at Buyer’s option, obtain an extended coverage ALTA owner’s policy of title insurance, or the unconditional commitment of a title insurer to issue such policy, insuring title to the Walk Reserve to Buyer in the amount of the Purchase Price; the policy to be subject to the usual printed exclusions, exceptions, conditions and stipulations set forth in the printed form policy and such other matters approved in writing by Buyer or resulting from Buyer’s actions. The Town shall not be responsible for paying any portion of the title insurance premium, and Buyer shall pay the entire cost of any coverage purchased by Buyer.

(b) Deed. At the Closing, Seller shall deliver to Buyer the executed and notarized Deed, in substantially the form attached as **Exhibit F** to this Agreement, granting and conveying to

Buyer good and marketable fee simple absolute title to its 50% portion of the Walk Reserve as set forth on the Revised Plat free and clear of all liens upon payment of the Purchase Price.

8. Possession; Risk of Loss. The Town shall deliver possession of the Walk Reserve to Buyer and to Levy (in each case in accordance with the Revised Plat prepared and recorded by the Town and as shown on such Revised Plat) at the Closing. The risk of loss of any damage or destruction to the Walk Reserve shall remain with the Town until the Closing.

9. Representations and Warranties of Town. The Town represents and warrants to CLT that the following are true as of the Effective Date and will be true as of the Closing, and acknowledges that in entering into this Agreement, CLT is relying upon, the following:

(a) Organization and Authority. The Town is a home rule town organized and operating pursuant to the laws of the State of Texas and is duly organized, validly existing municipal corporation in good standing under the laws of the State of Texas. The transactions contemplated by this Agreement and the other Transaction Documents, the execution and delivery of all documents required hereby and thereby, and the Town's performance hereunder and thereunder, have been duly authorized by the Town and when executed and delivered will constitute the valid and binding obligation of the Town, enforceable in accordance with their respective terms. The execution and delivery of this Agreement and any other document required in connection with the Transactions and the consummation of the transactions contemplated hereby and thereby will not result in any violation of, or default under, applicable law or any term or provision of any governing document, instrument or agreement by which the Town is bound or to which it is subject.

(b) No Litigation. There is no litigation, investigation or proceeding pending or, to the knowledge of the Town, contemplated or threatened against the Walk Reserve which would impair or adversely affect the Town's ability to perform its obligations under this Agreement or under any contract, instrument or document related hereto.

(c) Foreign Person. Seller is not a "foreign person" as such term is defined under Section 1445 of the Internal Revenue Code of 1986, as amended (the "**Code**").

(d) No Leases. There are no leases or other agreements of any kind or character applicable to or affecting the Walk Reserve and no parties in possession or adverse possession of the Walk Reserve. At Closing, Seller agrees to convey to CLT good and marketable fee simple absolute title to CLT's 50% portion of the Walk Reserve in accordance with the Revised Plat.

(e) Agreements. There are no options or rights of first refusal, recorded or unrecorded, affecting the Walk Reserve, nor any other material unrecorded agreements or any kind or character affecting the Walk Reserve.

(f) No Undisclosed Assessments. There are no taxes, assessments (special, general or otherwise) or bonds of any nature affecting the Walk Reserve, or any portion thereof.

(g) No Violations. The Town has not received written notice of any violation of any applicable law pertaining to the Walk Reserve, and neither the Town nor the Walk Reserve is in violation of any such applicable laws with respect to the Walk Reserve.

(h) Hazardous Waste. (i) the Walk Reserve is not nor while owned by Seller has the Walk Reserve been under investigation for a violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions in, at, on, under or about the Walk Reserve including, but not limited to, soil and ground water condition; (ii) Seller has not used, generated, manufactured, stored or disposed in, at, on, under or about the Walk Reserve or transported to or from the Walk Reserve any Hazardous Material (as defined below); and (iii) there is not now and there have not been on or in the Walk Reserve during the period of Seller's ownership underground storage tanks, any asbestos-containing materials or any polychlorinated biphenyls, including those used in hydraulic oils, electric transformers, or other equipment. As used herein, "**Hazardous Material**" shall mean any flammables, explosives, radioactive materials, hazardous wastes, hazardous and toxic substances or related materials, asbestos or any material containing asbestos (including, without limitation, vinyl asbestos tile), or any other substance or material, defined as a "hazardous substance" by any federal, state or local environmental law, ordinance, rule or regulation including, without limitation, the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, the Federal Hazardous Materials Transportation Act, as amended, the Federal Resource Conservation and Recovery Act, as amended, and the rules and regulations adopted and promulgated pursuant to each of the foregoing.

(i) Mechanics Liens. No goods or services have been contracted for or furnished to the Walk Reserve which might give rise to any mechanic's liens affecting all or any part of the Walk Reserve.

The representations and warranties of the Town contained in this Section 9 shall survive the execution and delivery of this Agreement, the Closing and the delivery of all documents and the performance of any and all covenants and obligations in accordance with this Agreement for a two (2) year period after the Closing.

10. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that the following are true as of the Effective Date, will be true as of the Closing, and acknowledges that in entering into this Agreement, Seller is relying upon the following:

(a) Organization and Authority. CLT is a validly existing Trust established under the laws of the State of Texas. The transactions contemplated by this Agreement and the other Transaction Documents, the execution and delivery of all documents required hereby and thereby, and CLT's performance hereunder, have been duly authorized by CLT and when executed and delivered will constitute the valid and binding obligation of CLT, enforceable in accordance with its terms. The execution and delivery of this Agreement and any other Transaction Document and the consummation of the transactions contemplated hereby and thereby will not result in any violation of, or default under, any term or provision of the declaration of trust of CLT or any other agreement, instrument, mortgage, loan, or similar documents to which Buyer is a party or by which Buyer is bound.

(b) Conflicts and Pending Action. There is no action or proceeding pending, or to Buyer's knowledge, threatened against Buyer which challenges or impairs Buyer's ability to execute or perform its obligations under this Agreement.

11. Notices. All notices or other communications required or provided to be sent by either Party shall be in writing and shall be sent (i) by United States Postal Service, postage prepaid, certified, return receipt requested; or (ii) by any nationally known overnight delivery service; or (iii) by courier; or (iv) in person; or (v) by electronic mail. All notices shall be deemed to have been given forty-eight (48) hours following deposit in the United States Postal Service or upon personal delivery if sent by overnight delivery service, courier, facsimile transmission, electronic mail, or personally delivered. All notices shall be addressed to the party at the address below:

If to Seller:

Town of Highland Park
ATTN: Town Administrator
4700 Drexel Drive
Highland Park, Texas 75205

With copy to: Susan Thomas, Town Attorney
Messer Fort, PLLC
6371 Preston Rd., Suite 200
Frisco, TX 75034

If to Buyer:

Central Living Trust
5910 N Central Expressway
Suite 1650
Dallas, Texas 75206
Attention: Howard L. Armistead III, Trustee of the Central Living Trust dated July 23,
2013, as amended to date

Any address or name specified above may be changed by notice given to the addressee by the other party in accordance with this paragraph. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by the counsel for such party.

12. Survival of Covenants, Agreements, Representations and Warranties. Except as otherwise may be limited by the specific terms of this Agreement, all covenants, agreements, representations and warranties of Seller set forth in this Agreement shall survive the Closing and shall not merge into any deed or other instrument executed or delivered in connection with the transactions contemplated hereby.

13. Further Assurances. Each Party, promptly upon the request of the other, shall execute and have acknowledged and delivered, any and all such other documents, agreements and/or instruments, as may reasonably requested, necessary or appropriate to evidence or give effect to the provisions of this Agreement and which are consistent with the provisions hereof.

14. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law provisions thereof.

15. No Broker Commissions. Each Party represents and warrants to the other that no real estate sales or brokerage commissions or similar commissions are or may be due in connection with the transactions contemplated by this Agreement as a result of any act of the Party so warranting. This Section 15 shall survive the Closing or any termination of this Agreement indefinitely.

16. Condition of Walk Reserve. With the exception of the representations and warranties set forth in this Agreement or otherwise in the Transaction Documents, CLT acknowledges that it is purchasing the Walk Reserve in “as is, where is” condition.

17. Miscellaneous. This Agreement may be executed simultaneously or in counterparts, each of which counterpart shall be deemed an original, but all of which together shall constitute one and the same Agreement. Facsimile signatures and/or electronically transmitted pdf files of this Agreement are valid and shall be deemed original signatures for all purposes hereunder. This Agreement and the other Transaction Documents (including the Exhibits hereto and thereto) constitute the entire agreement between the Parties with regard to the Walk Reserve. All terms and conditions contained in other writings previously executed by the Parties and all other discussions, understandings or agreements regarding the Walk Reserve and the subject matter hereof shall be deemed to be superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by each of the Parties hereto, and any waiver granted shall not be deemed effective except for the instance and in the circumstances particularly specified therein and unless in writing and executed by the Party against whom enforcement of the waiver is sought. All Exhibits and documents attached hereto and referred to in this Agreement are incorporated herein by this reference and made part of this Agreement as if fully set forth herein. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any other Transaction Document or any addendum, amendment or exhibit hereto or thereto. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their successors and assigns, if any. The captions and paragraph headings used herein are for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement. If any relevant date hereunder falls on a weekend or national or state holiday in Dallas, Texas, the next following business day shall be the relevant date.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Agreement Date.

HOWARD L. ARMISTEAD III, Trustee, or his successors in trust, of the CENTRAL LIVING TRUST, dated July 23, 2013, as last amended

Name: Howard L. Armistead III,
Title: Trustee

TOWN OF HIGHLAND PARK

By _____
Name: Tobin E. Maples
Title: Town Administrator

EXHIBIT C
Form of Special Warranty Deed

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

When recorded, mail to:

Central Living Trust
5910 N. Central Expressway
Suite 1650
Dallas, Texas 75206
Attention: Howard L. Armistead III, Trustee, or his successors in Trust of the Central Living Trust dated July 23, 2023

SPECIAL WARRANTY DEED

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration received pursuant to that certain Purchase and Sale Agreement dated as of November ___, 2025 regarding the Property (hereinafter defined) (the “**PSA**”), the Town of Highland Park, Texas, a home rule Town organized and operating pursuant to the laws of the State of Texas, does hereby sell, grant, convey, assign and transfer to Howard L. Armistead III, Trustee, or his successors in Trust of the Central Living Trust dated July 23, 2023, a Trust established under the laws of the State of Texas (“**Grantee**”) and its successors and assigns, that certain real property located in Dallas County, Texas and legally described in **Exhibit A** attached hereto and incorporated herein by reference (the “**Property**”).

This conveyance is made subject to all easements, rights-of way, encumbrances, liens, covenants, conditions, restrictions, obligations, liabilities and other exceptions as may appear of record or which would be noted with an accurate ALTA/ACSM survey and to the rights granted to the Town by Grantee pursuant to that certain Utility Easement Agreement between Grantee and the Town dated as of even date herewith.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anyway belonging unto said Grantee, its successors and assigns, forever. Grantor does hereby bind Grantor and Grantor's heirs, successors, executors and assigns, to warrant and forever defend, all and singular the Property unto the Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor does hereby represent and warrant that there are no liens, attachments or other encumbrances which will affect the title or right of the Grantor to convey this deed to the Grantee.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed and effective as of _____, 2025.

GRANTOR:

TOWN OF HIGHLAND PARK

By: _____
Tobin Maples
Town Administrator

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2025
By Tobin Maples for the TOWN OF HIGHLAND PARK.

Notary Public for the State of Texas

My Commission Expires: _____

Exhibit D
Form Utility Easement Agreement

UTILITY EASEMENT AGREEMENT REGARDING
IMPROVEMENTS LOCATED ON FORMER WALK RESERVE

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This Utility Easement Agreement Regarding Improvements Located on Former Walk Reserve (this “*Easement Agreement*”), dated as of November __, 2025 (the “*Effective Date*”), is made and entered into by and between the Town of Highland Park, Texas, a home rule Town organized and operating pursuant to the laws of the State of Texas (the “*Town*”) and Howard L. Armistead III, Trustee, or his successors in Trust of the Central Living Trust dated July 23, 2023, a Trust established under the laws of the State of Texas (“*CLT*”), and the owner of certain real property located at 4224 Armstrong Parkway, Highland Park, Texas 75205, generally described as Block 103, Lot 16 and the eastern ten feet (10') of Lot 17, Highland Park West 1st, Dallas County, Texas, (the “*4224 Property*”). The Trust and the Town are sometimes hereinafter individually referred to as the “*Party*” and collectively referred to as the “*Parties.*”

RECITALS

WHEREAS, as of the Effective Date, the Town is selling a strip of land adjacent to the 4224 Property which is generally 10 feet wide and between 197 and 200 feet long (the “*Walk Reserve Property*”), as shown on **Exhibit A** attached hereto;

WHEREAS, Section 272.001 of the Texas Local Government Code authorizes the Town to forgo statutory notice and bid requirements for the sale of the Walk Reserve Property if the land is sold at fair market value to abutting property owners, with the division of land between the owners made in an equitable manner;

WHEREAS, CLT has been in discussions with the Town and Lester A. Levy Jr. (“*Levy*”), the owner of certain real property located at 4216 Armstrong Parkway, Highland Park, Texas 75205, and generally described as Block 103, Lot 15, Highland Park West 1st, Dallas County, Texas, (the “*4216 Property*”) regarding the purchase of the Walk Reserve Property by CLT and Levy in equitably divided 50% portions, as the owners of the abutting 4224 Property and 4216 Property (the “*Transactions*”);

WHEREAS, CLT, the Town and Levy are parties to that certain Reimbursement Agreement dated as of October __, 2025 (the “*Reimbursement Agreement*”), which provides, among other things, that the Town shall obtain (1) a survey (the “*Survey*”) and (2) an appraisal (the “*Appraisal*”) to ensure that the Walk Reserve Property is divided equitably and sold at fair market value in compliance with Section 272.001 of the Texas Local Government Code;

WHEREAS, the Survey and Appraisal have been obtained and contemporaneously with the execution and delivery of this Easement Agreement, the Town is entering into a substantially similar Purchase and Sale Agreements with Levy and CLT pursuant to which each of Levy and CLT shall purchase an equitably divided 50% portion of the Walk Reserve Property in fee simple absolute from the Town;

WHEREAS, the Town has agreed to re-plat the Walk Reserve Property by dividing it equitably between CLT and Levy in compliance with Section 272.001 of the Texas Local Government Code, and issuing the amending plat attached hereto as **Exhibit B** (the “*Revised Plat*”) incorporating 50% of the former Walk Reserve Property into each of the 4224 Property and 4216 Property, which Revised Plat shall be promptly recorded by the Town in the property records and shall be controlling on the preceding plat without vacation of that plat in accordance with Section 212.016(9) of the Texas Local Government Code;

WHEREAS, nothing in this Easement Agreement shall change or affect the respective sizes, configurations, or metes and bounds descriptions of the 4224 Property and/or 4216 Property (including in each case the addition of the equitably divided 50% portions of the Walk Reserve Property as set forth in the Revised Plat); and

WHEREAS, the Parties recognize and agree that the Town owns and maintains existing underground storm sewer infrastructure, drainage facilities and one telephone pole of Oncor Electric Utility Delivery, LLC located on the most northern end of the Walk Reserve Property (the “*Improvements*”), in, along, under and across the Walk Reserve, and the Parties intend that the Town maintain the ability for the Town’s employees, officials, agents, contractors and other representatives (collectively, “*Authorized Persons*”), to enter the former Walk Reserve Property upon reasonable notice and at reasonable times for the purpose of inspecting, maintaining, repairing, constructing, and/or reconstructing such existing underground infrastructure and facilities.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS THAT, for and in consideration of the premises, mutual promises, covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. CLT hereby grants and conveys to the Town and its successors and assigns a perpetual, non-exclusive access easement to its 50% portion of the former Walk Reserve Property, as depicted and described in Exhibit C (the “*Easement Area*”) for the Town and its Authorized Persons, upon reasonable advance written notice, to inspect, maintain, repair, construct and/or reconstruct (the “*Permitted Activities*”) the Improvements at the Town’s sole cost and expense.
2. The Town shall provide reasonable advance written notice to CLT of any Permitted Activities, which reasonable notice shall be not less than ninety (90) days in ordinary circumstances, to allow CLT reasonable time to relocate any trees or other landscaping

that might be affected by the Permitted Activities; provided, further, that in the event of any emergency which necessitates a shorter notice period, the Town shall provide such notice to CLT as is reasonable under the circumstances without being deemed in breach of the foregoing covenant.

3. It is understood and agreed that CLT, its successors and assigns, shall not affix any permanent improvements of any kind in, over and/or upon the former Walk Reserve Property for so long as this Easement Agreement shall remain in effect. Notwithstanding the immediately preceding sentence, CLT and its successors and assigns shall continue to use and enjoy the surface of the former Walk Reserve Property for all purposes that do not interfere with or interrupt the Town's use or enjoyment of the easement granted hereby. Construction or installation of fencing, fountains, drainage, hardscaping, or landscaping (the "*Additions*") that does not require digging to a depth below three feet (3') may be permitted if CLT submits to the Town a full set of construction plans (the "*Plans*") which include the specific location of any Improvements and show that the Additions shall not interfere with the Town's use or enjoyment of the easement granted hereby. Additions may be installed in the Easement Area only after CLT receives the Town's written approval and acceptance of the Plans. CLT shall repair any damage done to the Improvements by CLT or its contractor(s) in connection the installation of the Additions. If the Town or its contractor removes or damages all or part of the Additions in connection with necessary repair or inspection of the Improvements, the Town and its contractor shall not be responsible for replacing or repairing the Additions, and such repair and replacement shall occur at CLT's sole cost.

___ (initials) ___ (initials)

4. **TO THE EXTENT PERMITTED UNDER TEXAS LAW, THE TOWN AND ITS SUCCESSORS AND/OR ASSIGNS, AGREE AND ARE BOUND TO DEFEND, INDEMNIFY AND HOLD CLT AND ITS PAST, PRESENT, AND FUTURE TRUSTEES, BENEFICIARIES, SETTLORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS HARMLESS AGAINST ALL CLAIMS, LOSSES, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM BY WHICH RECOVERY OF DAMAGES IS SOUGHT, BY ANY PERSON OR PERSONS, WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THE INTENTIONAL, RECKLESS, AND/OR NEGLIGENT ACT OR OMISSION OF THE TOWN (OR ANY AUTHORIZED PERSON) IN CONNECTION WITH THE PERMITTED ACTIVITIES OR IMPROVEMENTS. NOTHING IN THIS PROVISION REQUIRES, NOR SHALL BE INTERPRETED TO REQUIRE, THE TOWN INCUR DEBT, ASSESS OR COLLECT FUNDS, OR CREATE A SINKING FUND.**

The Parties to this Easement Agreement acknowledge and agree that (A) each Party hereto is not an agent of the other entity; (B) each Party is responsible in accordance with the laws of the State of Texas for its own acts and omissions, and for the acts and omissions of Authorized Persons and other officials, officers, employees, and/or agents committed in the scope and course of their duties and responsibilities; (C) nothing in this Easement Agreement does or shall be construed to create a partnership, joint venture, joint enterprise, or agency relationship between the Parties hereto; (D) the terms and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and/or assigns; (E) this Easement Agreement and the Exhibits attached hereto (which are incorporated by reference herein), together with the other documents executed contemporaneously herewith, contain the entire understanding between the Parties hereto and supersede all prior agreements and understandings relating to the subject matter hereof; (F) this Easement Agreement may only be amended or waived if the amendment or waiver is agreed to in writing, signed by both Parties and recorded in the official real property records of Dallas County, Texas; and (G) upon full-execution of this Easement Agreement, the Town's Secretary is hereby directed to file this Easement Agreement and any attachments thereto in the official real property records of Dallas County, Texas and CLT agrees to pay fee for said filing of this Easement Agreement in such deed records of Dallas County, Texas.

The Parties to this Easement Agreement further understand and agree that this Easement Agreement shall terminate and become null and void for all purposes only upon the Town's abandonment by ordinance of the Easement Area.

Prior to the Town's formal abandonment of the Easement area, any and all portions of the Improvements encroaching in, over and/or upon the former Walk Reserve Property shall be capped and filled or otherwise made safe by the Town in accordance with standard engineering practice.

Each of the Parties hereto hereby represent and warrant that, as of the date below, it has the authority to execute this Easement Agreement and to bind itself to the terms, provisions and conditions hereof. The easements and covenants contained in this Easement Agreement shall be perpetual and continue in full force and effect to the extent permitted by law unless terminated pursuant to the express terms of this Easement Agreement. Notwithstanding anything to the contrary in this Easement Agreement, the easements and covenants contained herein shall burden only on the former Walk Reserve Property.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Agreement Date.

Executed this ____ day of November, 2025 in Dallas, County Texas:

HOWARD L. ARMISTEAD III, Trustee, or his successors in trust,
of the CENTRAL LIVING TRUST, dated July 23, 2013, as last
amended

Howard L. Armistead III,
Trustee

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Howard L. Armistead III, known to me to be the Trustee of the CENTRAL LIVING TRUST, dated July 23, 2013, as last amended, being the person whose name is subscribed to the foregoing document and acknowledged to me that he 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 November, 2025.

Notary Public in and for the
County of Dallas, State of Texas

My Commission expires:

**Town of Highland Park
Town Council
Tuesday, November 4, 2025**



Item Coversheet

Review, discuss and take action on an Ordinance ordering an election to be held in and throughout the Town of Highland Park, Texas, on May 2, 2026 to dissolve the Dallas Area Rapid Transit System in the Town of Highland Park subject to the continued collection of sales taxes for the period required by law; providing for location of polling places to be designated at a later date; providing for early voting; and providing an effective date.

PRESENTED BY: Tobin Maples, Town Administrator

BACKGROUND:

The purpose of this agenda item is to consider approval of an Ordinance which orders a Special Election on May 2, 2026, allowing Highland Park voters to determine whether the Town should continue its membership in the Dallas Area Rapid Transit ("DART") system.

The Town joined DART in 1983, dedicating one percent of its local sales tax to the regional transit agency, half of what the Town is allowed to retain locally. Over four decades, Highland Park has contributed more than \$107 million, now exceeding \$8 million annually, while receiving minimal direct transit service, no light rail, and a single bus route along Preston Road averaging approximately 60 daily riders.

Under the Texas Transportation Code, a member city may call an election to withdraw from DART only once every six years. The next allowable election year is 2026, aligning with the ordinance.

The attached Ordinance orders a Special Election on May 2, 2026, authorizes execution of the Election Services Contract with Dallas County, establishes polling procedures consistent with the Texas Election Code, and directs publication of required notices.

RECOMMENDATION

Staff recommends approval of the Ordinance.

FINANCIAL IMPACT

The estimated cost of contracting with Dallas County for election services ranges from approximately \$8,000 to \$25,000. Adequate funding for these expenses is included in the FY 2025–26 Budget.

ATTACHMENTS

Ord. No. 2156 - Calling Special Election FINAL

ORDINANCE NO. 2156

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HIGHLAND PARK, TEXAS, ORDERING A SPECIAL ELECTION TO BE HELD IN AND THROUGHOUT THE TOWN OF HIGHLAND PARK, TEXAS, ON MAY 2, 2026, TO DISSOLVE THE DALLAS AREA RAPID TRANSIT SYSTEM IN THE TOWN OF HIGHLAND PARK, TEXAS SUBJECT TO THE CONTINUED COLLECTION OF SALES TAXES FOR THE PERIOD REQUIRED BY LAW; PROVIDING FOR LOCATION OF POLLING PLACES TO BE DESIGNATED AT A LATER DATE; PROVIDING FOR EARLY VOTING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 1983 the Town of Highland Park along with fourteen other municipalities formed the Dallas Area Rapid Transit (“DART”) system through legislative action that created an additional 1 cent sales tax to be allocated towards DART. In 1989, two of the fifteen cities voted to terminate their membership in DART. The Town of Highland Park has contributed substantial local sales tax revenues, totaling more than \$107 million, to support the regional transit system; and

WHEREAS, in 1989 the Texas Legislature amended the Development Corporation Act to authorize municipalities to levy an additional local sales and use tax under Section 4A for economic development purposes, and in 1991 further expanded this authority through Section 4B (later recodified as Type A and Type B sales taxes), thereby allowing cities outside of regional transit authorities such as DART to utilize the additional one percent sales tax capacity for other special purposes; and

WHEREAS, DART member cities, having already dedicated one percent of their local sales tax to support the regional transit system, were not afforded this additional taxing capacity and therefore operate at a competitive disadvantage relative to non-member cities in terms of fiscal flexibility and budgeting, an inequity reflected in DART’s inability to attract new member cities since its inception, underscoring the structural challenges of its current business model; and

WHEREAS, despite these longstanding contributions, the Town currently receives minimal direct transit service, with no light rail operations within its boundaries and a substantial reduction of DART bus service over the years culminating in a single route along Preston Road; and

WHEREAS, independent analyses indicate that in 2023, the Town contributed approximately \$6.3 million in sales tax revenue to DART, while only \$1.9 million was expended within Highland Park, primarily to operate a single bus route averaging sixty riders per day. For Fiscal Year 2025–2026, the Town’s contribution is projected to exceed \$8 million; and

WHEREAS, although the Town’s annual contribution may represent a small fraction of DART’s \$1.7 billion budget, it constitutes a significant fiscal outlay for a municipality of just 2.2 square miles, particularly as Highland Park continues to address the maintenance and modernization of a century-old public infrastructure system; and

WHEREAS, while DART promotes itself as a regional transit system, its operations are funded almost exclusively by thirteen member cities. A truly regional transportation framework requires a funding mechanism that makes it equitable and desirable for any municipality to join. DART’s membership has never expanded even though millions of people have moved into the Metroplex; and

WHEREAS, the Texas Legislature, through enactment of Senate Bill 2 during the 86th Legislative Session in 2019, established a statutory limitation on the annual increase in property tax revenue for most local taxing units to 3.5 percent over the preceding year unless a higher rate is approved by voters; and

WHEREAS, this state-imposed revenue cap places municipalities that dedicate one percent of their local sales tax to regional transit agencies at a distinct fiscal disadvantage, as their capacity to generate and allocate discretionary revenues for essential municipal services including public safety, emergency response, and capital infrastructure improvements is allocated to mass transit or in the Town’s case, one bust route.

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

SECTION 1. The Town Council, by its own initiative, hereby calls a special election to be held on Saturday, May 2, 2026, at which special election the following proposition shall be submitted to the qualified voters of the Town of Highland Park:

Shall the Dallas Area Rapid Transit System be continued in the Town of Highland Park?

Yes _____
No _____

SECTION 2. That, the Polling Places and county election precincts, whose qualified voters shall cast ballots at such locations in the above-mentioned election, shall be the regular polling places and regular precincts for elections conducted in the Town of Highland Park, and will be designated at a later date; and will be published in a Notice of Election, as required by law.

SECTION 3. That, a single election precinct is hereby created, which shall consist of the territory located within the corporate limits of the Town of Highland Park, Texas, including all or part of Dallas County precincts 2200, 2201, 2202, and 2203. The official polling centers for Early Voting and Election Day voting shall be determined by the Dallas County Elections Department and specified in the Election Services Contract. Qualified voters of the Town of Highland Park, Texas shall be permitted to vote in said election. In addition, the election materials as outlined in Section 272, Texas Election Code, shall be printed in English, Spanish, and Vietnamese for use at the polling centers during Early Voting and on Election Day.

SECTION 4. That, the polling centers for said election shall be open from 7:00 a.m. to 7:00 p.m. on Election Day.

SECTION 5. That, early voting by personal appearance for the above-designated election shall be conducted at the polling places, county vote centers, and the county election precincts, where qualified voters shall cast ballots at such locations for the 2026 Special Election. The Main Early Voting Location is 1460 Round Table Dr, Dallas, TX 75247. In the event Dallas County designates a different Main Early Voting Location for the May 2, 2026, election, that location is incorporated here by reference. A full list of voting locations and hours, as designated by the Dallas County Election Administrator, will be provided in a subsequent Election Notice. Early Voting-Vote by Mail applications should be mailed to the Joint Election Early Voting Clerk, Dallas County Elections, 1520 Round Table Drive, Dallas, Texas 75247, or by email to evapplications@dallascounty.org.

SECTION 9. That, the Mayor, Town Secretary, Town Administrator, and Town Attorney are authorized to execute the Election Services Contract with Dallas County, and any amendments thereto, on behalf of the Town. The Mayor, through the City Secretary, is hereby authorized and directed to publish and/or post, in the time and manner prescribed by law, all notices required to be so published and/or posted in connection with the conduct of this election.

SECTION 10. That, the governing body will give notice of the election pursuant to Texas Transportation Code Section 452.655 (c) to the executive committee of the authority, the Texas Department of Transportation, and the comptroller immediately on calling the election.

SECTION 11. That, this ordinance shall take effect immediately following its passage, approval and publication as provided by law, and it is accordingly ordained.

PASSED AND APPROVED by the Town Council of the Town of Highland Park, Texas, on this 4th day of November 2025.

APPROVED AS TO FORM:

APPROVED:

Susan Thomas
Town Attorney

Will C. Beecherl
Mayor

ATTEST:

Joanna Mekeal
Town Secretary