



**Town of Highland Park, Texas**  
**TOWN COUNCIL MEETING**  
**AGENDA**

8:00 AM  
April 7, 2026

4700 Drexel Drive, Highland Park, TX 75205  
Town Council Chambers

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**I. CALL TO ORDER**

**II. INVOCATION**

**III. INTRODUCTIONS**

- A. Introduction of the "Mayor For a Day," Alex Dummer.

**IV. 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.

**V. PROCLAMATION**

- A. Proclamation recognizing April 12 - 18, 2026, as National Public Safety Telecommunicators Week.
- B. Proclamation recognizing April 19 - 25, 2026, as National Library Week.

**VI. RECOGNITION**

- A. Recognition of the 2025 Leading the Way Award by the ETC Institute.

**VII. 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 Cooperative Purchasing Program Agreement with the City of Plano to utilize goods and services from present and future contracts.
- B. Take action on an ordinance approving the dedication of an easement for the Wycliffe Reconstruction project.
- C. Take action on a resolution authorizing the Town Administrator to execute a Memorandum of Agreement for the Wycliffe Reconstruction project.

- D. Take action on the minutes of the Town Council meeting held on March 17, 2026.
- E. Take action on the minutes of the Town Council study session held on March 17, 2026.

## **VIII. ADJOURNMENT**

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

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

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

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



**Town of Highland Park  
Town Council  
Tuesday, April 7, 2026**

**Item Coversheet**

**Proclamation recognizing April 12 - 18, 2026, as National Public Safety Telecommunicators Week.**

**PRESENTED BY:** Chuck McGinnis, Director of the Department of Public Safety/Chief

**BACKGROUND:**

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Each year, the second full week of April is dedicated to recognizing Public Safety Telecommunicators. This observance began in 1981, when Patricia Anderson of the Contra Costa County, California Sheriff's Office established a week-long recognition within her agency. By the mid-1980s, members of the Virginia and North Carolina chapters of the Association of Public Safety Communications Officials ("APCO") expanded the effort, ultimately building national support for formal recognition.

In 1991, at the urging of APCO, Representative Edward J. Markey introduced House Joint Resolution 284 to formally designate "National Public Safety Telecommunicators Week." While the resolution was not immediately enacted, it was subsequently reintroduced in 1993 and again in 1994. Through these continued legislative efforts, the observance was ultimately recognized on a permanent basis without the need for annual reauthorization.

Since its establishment, the week has been known by several variations of its original name, but its purpose remains unchanged: to honor the more than 500,000 telecommunications professionals who serve as the critical link between the public and emergency responders. These individuals provide calm, steady guidance during life's most urgent moments, ensuring that help is dispatched swiftly and effectively.

Public Safety Telecommunicators work behind the scenes, yet their impact is profound, supporting first responders while often serving as the reassuring voice for individuals experiencing their most difficult moments.

This year, Public Safety Telecommunicators will be recognized and celebrated during the week of April 12–18, in appreciation of their vital service and unwavering dedication.

**RECOMMENDATION**

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Staff recommends reading the Proclamation.

## **FINANCIAL IMPACT**

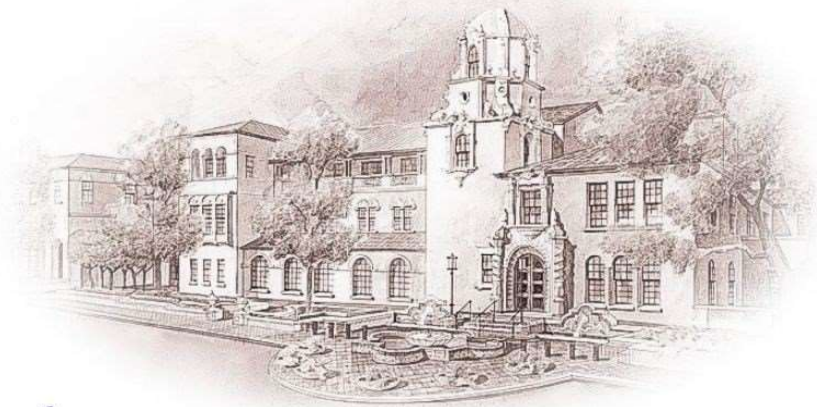
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This item has no financial impact.

## **ATTACHMENTS**

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Proclamation\_ - Telecommunicators\_Week\_2026 (1)



# Proclamation

*Town of Highland Park, Texas*

WHEREAS, emergencies that require police, fire, or emergency medical services can occur at any time; and

WHEREAS, when an emergency occurs, the prompt response of police officers, firefighters, and paramedics is critical to the protection of life and the preservation of property; and

WHEREAS, the Public Safety Telecommunicators of the Communications Division of the Highland Park Department of Public Safety has contributed substantially to the apprehension of criminals, suppression of fires, and the preservation of patients; and

WHEREAS, all of the Town's Public Safety Telecommunicators, the unseen first responders, have provided critical assistance to our residents in times of great need, and their specialized skills and calm presence are invaluable to the Town of Highland Park;

NOW, THEREFORE, on behalf of the Town Council of the Town of Highland Park, Texas, I hereby proclaim the week of April 12-18, 2026, as

## **"National Public Safety Telecommunicators Week"**

in the Town of Highland Park, Texas, and encourage our citizens to consider the many ways in which our quality of life is enhanced through their efforts.

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 the 7<sup>th</sup> day of April 2026.

Will C. Beecherl  
Mayor



**Town of Highland Park  
Town Council  
Tuesday, April 7, 2026**

**Item Coversheet**

**Proclamation recognizing April 19 - 25, 2026, as National Library Week.**

**PRESENTED BY:** Kortney Nelson, Town Librarian

**BACKGROUND:**

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National Library Week, April 19 – 25, 2026, is a time to celebrate the many ways libraries bring people together, spark imagination, and support lifelong learning. From books and digital resources to job assistance and creative programming, libraries are essential to thriving communities.

The 2026 celebration theme is "Find Your Joy." At the Highland Park Harvey R. "Bum" Bright Library ("Highland Park Library"), patrons can discover joy in many forms. Whether exploring new skills for a career change, building the foundation for a business, nurturing a growing family, or embracing the opportunities of retirement, the Library offers resources, programs, and services to inspire curiosity and support each person's journey. No matter where patrons are in life, the Library strives to help them find joy in learning, creating, and exploring new ideas and opportunities.

First celebrated in 1958, National Library Week is a national observance sponsored by the American Library Association and libraries of all types across the country each April.

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

**RECOMMENDATION**

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Staff recommends reading the Proclamation.

**FINANCIAL IMPACT**

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This item has no financial impact.

**ATTACHMENTS**

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Proclamation - LIBRARY WEEK 2026



# Proclamation

*Town of Highland Park, Texas*

WHEREAS, libraries serve as vibrant community hubs, connecting people with knowledge, technology, and resources while fostering civic engagement, critical thinking, and cultural enrichment; and

WHEREAS, libraries partner with schools, businesses, and organizations, to maximize resources, increase efficiency, and expand access to essential services, strengthening the entire community; and

WHEREAS, dedicated librarians and library workers provide welcoming spaces that inspire discovery, collaboration, and creativity for all; and

WHEREAS, libraries nurture young minds through story times, STEAM programs, and literacy initiatives, fostering curiosity and a love of learning that lasts a lifetime;

NOW, THEREFORE, on behalf of the Town Council of the Town of Highland Park, Texas, I hereby proclaim the week of April 19 – 25, 2026, as

## *NATIONAL LIBRARY WEEK*

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 the 7th day of April 2026.

Will C. Beecherl  
Mayor



**Town of Highland Park  
Town Council  
Tuesday, April 7, 2026**

**Item Coversheet**

**Recognition of the 2025 Leading the Way Award by the ETC  
Institute.**

**PRESENTED BY:** Taylor Lough, Assistant Town Administrator

**BACKGROUND:**

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Since 1999, ETC Institute's DirectionFinder® Survey has been administered to nearly 2.3 million residents in all 50 states. The Town of Highland Park conducted the Survey in July 2025.

Congratulations to the Mayor and Town Council on Highland Park's receipt of ETC Institute's *Leading the Way Award*, a distinguished recognition placing the Town among the top 10% of local governments nationwide. This achievement reflects your exceptional leadership and steadfast commitment to delivering high-quality services, strong customer experience, and outstanding value to residents.

ETC Institute's "Leading the Way Award" was created to recognize local governments for outstanding achievement in the delivery of services to residents. Recipients of the award rank in the top 10% of all local governments in the United States with regard to their composite performance in the three core areas that are assessed on ETC Institute's DirectionFinder® Survey: satisfaction with the overall quality of services, satisfaction with customer service provided by employees, and satisfaction with the value residents think they receive for local taxes and fees.

A maximum of 100 points are awarded in each of these areas based on the results of the survey. In order to rank in the "Top 10% of All Cities", a city must have received a composite score of 210 or more, which means the city scored an average of at least 70 points in all three areas. The threshold of 210 was established using the results of surveys from more than 450 communities that have participated in ETC Institute's Direction Finder® Survey over the past two years. The Town of Highland Park's composite rating was 280 which was 166 points above the average composite score of 114 for all communities in the United States.

The Town of Highland Park is truly setting the standard in many areas. In addition to ranking in the top 10% for all cities in the United States, Highland Park's ratings exceeded the national average by more than 20% for the 45 areas listed below:

- Customer service received from local government employees (+57%)
- Overall effectiveness of communication with the public (+55%)
- Overall quality of public library services and programs (+54%)
- Overall value that you receive for your taxes and fees (+54%)

- Household hazardous waste disposal service (+51%)
- As a place to live (+50%)
- Leadership provided by the local elected officials ( +50%)
- Bulky item pick-up services (+49%)
- Overall quality of local governmental services (+47%)
- Overall quality of police services (+45%)
- Overall quality of recreation programs and facilities (+44%)
- Appearance of your community (+43%)
- How quickly police respond to emergencies (+43%)
- Residential garbage/recycling collection services (+43%)
- Yard waste/leaf/brush pick-up services (+43%)
- Maintenance of streets and sidewalks (+42%)
- Water utility services (+40%)
- Cleanliness of streets and public areas (+40%)
- Timeliness of information provided by your local government (+40%)
- Usefulness of your local government's website (+40%)
- Efforts by local government to keep you informed about local issues (+39%)
- Visibility of public safety in neighborhoods (+39%)
- Visibility of public safety in commercial and retail areas (+38%)
- In community parks (+38%)
- As a place to raise children (+37%)
- Availability of information about local governmental services and activities (+36%)
- As a place to retire (+36%)
- Overall quality of police, fire, and emergency medical services (+35%)
- Enforcement of local codes and ordinances (+34%)
- Overall feeling of safety in your community (+33%)
- In your neighborhood at night (+31%)
- Enforcement of local traffic laws (+31%)
- Quality of on-street bicycle infrastructure (+30%)
- How quickly ambulance/EMS personnel respond to emergencies (+29%)
- The level of public involvement in local decision making (+29%)
- Condition of streets (+28%)
- Condition of street signs and traffic signals (+28%)
- How quickly fire services personnel respond to emergencies (+27%)
- Overall quality of emergency medical/ambulance services (+27%)
- Accessibility of streets, sidewalks, & buildings (+26%)
- Your local government's use of social media outlets (+25%)
- Stormwater management and flood control (+23%)
- Overall quality of fire services (+23%)
- Overall flow of traffic and congestion management ( +21 % )
- Adequacy of street lighting in your community (+20%)

The crystal award weighs 11 pounds to represent the 11 cities that participated in ETC Institute's DirectionFinder® Survey the first year the survey was conducted in 2000.

## **RECOMMENDATION**

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Receive recognition.

**FINANCIAL IMPACT**

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This item has no financial impact.

**ATTACHMENTS**

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HighlandPark25-03112026162119



# ETC INSTITUTE

MARKETING RESEARCH, DEMOGRAPHY, STATISTICAL APPLICATIONS

725 W. FRONTIER CIRCLE, OLATHE, KANSAS 66061  
(913) 829-1215 FAX: (913) 829-1591

March 2, 2026

Tobin Maples  
Town Administrator  
Town of Highland Park  
4700 Drexel Dr  
Highland Park, TX 75205

**Subject: Leading the Way Award Winners 2025 Announcement**

Dear Mr. Maples,

On behalf of ETC Institute, **I want to congratulate the Town of Highland Park for winning our Leading the Way Award.**

ETC Institute's "Leading the Way Award" was created to recognize local governments for outstanding achievement in the delivery of services to residents. Recipients of the award rank in the top 10% of all local governments in the United States with regard to their composite performance in the three core areas that are assessed on ETC Institute's DirectionFinder® Survey:

- satisfaction with the overall quality of services
- satisfaction with customer service provided by employees, and
- satisfaction with the value residents think they receive for local taxes and fees.

A maximum of 100 points are awarded in each of these areas based on the results of the survey. In order to rank in the "Top 10% of All Cities", a city must have received a composite score of 210 or more, which means the city scored an average of at least 70 points in all three areas. The threshold of 210 was established using the results of surveys from more than 450 communities that have participated in ETC Institute's DirectionFinder® Survey over the past two years. **The Town of Highland Park's composite rating was 280 which was 166 points above the average composite score of 114 for all communities in the United States.**

**The Town of Highland Park is truly setting the standard in many areas.** In addition to ranking in the top 10% for all cities in the United States, Highland Park's ratings exceeded the national average by more than 20% for the 45 areas listed below and on the following page:

- Customer service received from local government employees (+57%)
- Overall effectiveness of communication with the public (+55%)
- Overall quality of public library services and programs (+54%)
- Overall value that you receive for your taxes and fees (+54%)
- Household hazardous waste disposal service (+51%)
- As a place to live (+50%)
- Leadership provided by the local elected officials (+50%)
- Bulky item pick-up services (+49%)
- Overall quality of local governmental services (+47%)
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- Maintenance of streets and sidewalks (+42%)
- Water utility services (+40%)

- Cleanliness of streets and public areas (+40%)
- Timeliness of information provided by your local government (+40%)
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- Your local government's use of social media outlets (+25%)
- Stormwater management and flood control (+23%)
- Overall quality of fire services (+23%)
- Overall flow of traffic and congestion management (+21%)
- Adequacy of street lighting in your community (+20%)

Since 1999, ETC Institute's DirectionFinder® Survey has been administered to nearly 2.3 million residents in all 50 states. Although ETC Institute has provided "benchmarking" data that has allowed communities, like Highland Park, to compare their results with other communities for many years, ETC Institute did not formally recognize the top performers until 2020.

The crystal award that you are receiving weighs 11 pounds to represent the 11 cities that participated in ETC Institute's DirectionFinder® Survey the first year the survey was conducted in 2000.

More details about the Leading the Way Award, including the names of other award winners, are now available on our website at [etcinstitute.com](http://etcinstitute.com).

ETC Institute will feature the Town of Highland Park as a winner of the award on our website and social media pages over the next few weeks. If you would like us to present the award virtually at a future meeting, we would be glad to do so. We can even provide a sample press release if needed.

**Once again, congratulations to you, the Mayor, the Town Council, and all Town staff for your outstanding achievements!**

Sincerely,



Christopher Tatham, CEO  
 Chris.Tatham@etcinstitute.com  
 913-669-6053

## Additional Opportunities for 2025 Leading the Way Award Winners

### Leading the Way Winner Spotlight Interview



This year, we are inviting award-winning communities to participate in a brief **Winner Spotlight Interview**. Your city may nominate a member of your administration team to join a short video interview discussing what makes your community stand out, why residents trust your organization, and how survey insights help guide decision-making.

These interviews will be conducted by graduate students from Kansas State University's MBA Capstone program.

Once completed, the video will be shared on ETC Institute's website and social media channels to highlight your community's success. Participating communities will also receive the recording to use in their own communications.

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### Individual Employee Recognition Awards (Available for Purchase)



For communities that would like to further celebrate their success, we also offer the option to purchase **individual employee recognition awards** for \$50 each for staff members who contributed to this accomplishment.

These smaller awards are designed to display easily on desks or shelves and provide a meaningful way to recognize the individuals behind your community's outstanding performance.

To participate in either opportunity, please contact Bridget Courneya, Director of Market Development [bridget.courneya@etcinstitute.com](mailto:bridget.courneya@etcinstitute.com) by **Wednesday, April 1st**.



**Town of Highland Park  
Town Council  
Tuesday, April 7, 2026**

**Item Coversheet**

**Take action authorizing the Town Administrator to execute a Cooperative Purchasing Program Agreement with the City of Plano to utilize goods and services from present and future contracts.**

**PRESENTED BY:** Lori Chapin, Director of Engineering

**BACKGROUND:**

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As part of constructing the new elevated storage tank, the Town needs to relocate the Automatic Metering Interface ("AMI") cabling from the existing tank to the new one. The AMI cable is a vital part of the Town's water metering network, connecting the readings to the billing system. In searching for a contractor, the Town staff reached out to the City of Plano who has a contract with a vendor that can perform this work. To engage the contractor, the Town must enter into a Cooperative Purchasing Program Agreement.

Cooperative Purchasing Program Agreements ("CPPA") provide a mechanism for local governments to utilize bid pricing, share in the purchase of goods and services, and are a general reciprocal agreement beneficial to both entities through anticipated savings. The CPPA allows each municipality to pay a contractor directly for work performed and eliminates the need for separate bidding on work. In addition, utilizing bid pricing from another municipality offers the Town project savings it may not otherwise enjoy.

The Town has similar purchasing agreements with other municipalities, including University Park, Richardson, Fort Worth, Allen, Lucas, Frisco, Dallas, and North Richland Hills.

**RECOMMENDATION**

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Staff recommends approval authorizing the Town Administrator to execute a Cooperative Purchasing Program Agreement with the City of Plano. The agreement has been approved by the Town Attorney.

**FINANCIAL IMPACT**

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This item has no financial impact.

**ATTACHMENTS**



City of Plano CPPA

**COOPERATIVE PURCHASING PROGRAM AGREEMENT  
BY AND BETWEEN THE CITY OF PLANO AND  
THE TOWN OF HIGHLAND PARK, TEXAS**

**THIS AGREEMENT** is made and entered into by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation located in Denton and Collin Counties, Texas (hereinafter referred to as "Plano"), and the **TOWN OF HIGHLAND PARK, TEXAS**, a home rule city, located in Dallas County, Texas (hereinafter referred to as "Highland Park").

**WHEREAS**, this Agreement is authorized by Subchapter F, Chapter 271 of the Texas Local Government Code; and

**WHEREAS**, Section 271.102 of the Texas Local Government Code, authorizes local governments to participate in cooperative purchasing programs with other local governments to purchase goods or services off contracts currently existing between another local government and a vendor, and such process satisfies the state law competitive bid requirements; and

**WHEREAS**, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

**WHEREAS**, Plano and Highland Park desire to enter into a cooperative purchasing program which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code; and

**NOW, THEREFORE**, Plano and Highland Park, for the mutual consideration hereinafter stated, agree as follows:

**I.  
EFFECTIVE DATE/TERM**

This Agreement shall be effective upon execution by the parties. This Agreement shall continue in effect on an annual basis, unless one of the parties indicates in writing to the other party their intent to terminate this Agreement pursuant to **Section IV**, before the end of the contract year in question.

**II.  
DUTIES OF PLANO**

Plano agrees to participate in the Highland Park cooperative purchasing program and agrees that it may buy goods and services from those vendors that Highland Park solicits for competitive bids. Plano also agrees to prepare, execute, and administer its own contract for the goods or services in question with the vendor at the prices bid and accepted by Highland Park, and Highland Park shall not be a party to the agreement between vendor and Plano. Highland Park shall have no obligations for payment to vendor

for any services or goods incurred by any party other than Highland Park. Any payments owed the vendor for services or goods shall be paid directly by Plano. Plano will be responsible for the vendor's compliance with provisions relating to the quality of items and terms of delivery, warranty enforcement, and any other terms or conditions of its agreement with the vendor.

**III.  
DUTIES OF HIGHLAND PARK**

Highland Park agrees to participate in the Plano cooperative purchasing program and agrees that it may buy goods and services from those vendors that Plano solicits for competitive bids. Highland Park also agrees to prepare, execute, and administer its own contract for the goods or services in question with the vendor at the prices bid and accepted by Plano, and Plano shall not be a party to the agreement between vendor and Highland Park. Plano shall have no obligations for payment to vendor for any services or goods incurred by any party other than Plano. Any payments owed the vendor for services or goods shall be paid directly by Highland Park. Highland Park will be responsible for the vendor's compliance with provisions relating to the quality of items and terms of delivery, warranty enforcement, and any other terms or conditions of its agreement with the vendor.

**IV.  
TERMINATION**

This Agreement may be terminated at any time, with or without cause, by either party giving thirty (30) days advance written notice to the other party.

**V.  
NOTICE**

Notice as required by this Agreement shall be in writing delivered to the parties by facsimile or certified mail at the addresses listed below. Each party shall notify the other in writing within ten (10) days of any change in the information listed in this paragraph.

**PLANO**

Kellie Pendleton  
Chief Procurement Official  
1520 K Avenue, Suite 370  
Plano, Texas 75074  
Telephone: (972) 941-7557  
Email: [kelliep@plano.org](mailto:kelliep@plano.org)

**HIGHLAND PARK**

Tobin Maples  
Town Administrator  
4700 Drexel Drive  
Highland Park, TX 75205  
Telephone: (214) 521-4161  
Email: [tmaples@hptx.org](mailto:tmaples@hptx.org)

**VI.  
HOLD HARMLESS; MUTUAL RESPONSIBILITY**

Each party does hereby agree to waive all claims against, release, and hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorney's fees, including all expenses of litigation or settlement, or causes of

action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

Plano and Highland Park agree and acknowledge that this Agreement does not create a joint venture, partnership, or joint enterprise, and that each party is not an agent of the other entity and that each party is responsible in accordance with the laws of the State of Texas for its own negligent or wrongful acts or omissions and for those of its officers, agents or employees in conjunction with the performance of services covered under this Agreement, without waiving any governmental immunity available to Plano or Highland Park under Texas law and without waiving any defenses of Plano or Highland Park under Texas law. The provisions of this section are solely for the benefit of Plano and Highland Park and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

## **VII. ENTIRE AGREEMENT**

This Agreement (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Agreement. This Agreement cannot be modified without written supplemental agreement executed by both parties.

## **VIII. VENUE; GOVERNING LAW**

Exclusive venue in the event litigation is required to enforce rights or responsibilities under this Agreement shall be in Collin County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

## **IX. SEVERABILITY**

The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement shall be found to be contrary to the law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice of its intent to terminate.

## **X. AUTHORITY TO SIGN/COUNCIL AUTHORIZATION**

The undersigned officers and agents of the parties to this Agreement are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto. The Town of Highland Park Town Council approved

this agreement at the Town Council Meeting held on April 7, 2026.

Plano has executed this Agreement pursuant to the duly authorized Plano City Council Resolution No. 2016-6-5(R) dated June 13, 2016.

**XI.  
ASSIGNMENT AND SUBLETTING**

The parties agree that the rights and duties contained in this Agreement will not be assigned or sublet without the prior written consent of both parties.

**XII.  
INTERPRETATION OF AGREEMENT**

This is a negotiated Agreement. If any part of this Agreement is in dispute, the parties stipulate that the Agreement shall not be construed more favorably for either party.

**XIII.  
REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver of those rights or of any breach of this Agreement.

**XIV.  
CAPTIONS**

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

**XV.  
COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. If this Agreement is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Agreement to be executed.

**XVI.  
EFFECTIVE DATE**

This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

signatory hereto as evidenced below.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by signing below.

**TOWN OF HIGHLAND PARK, TEXAS**

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

By: \_\_\_\_\_  
Tobin Maples  
TOWN ADMINISTRATOR

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF PLANO, TEXAS**

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

By: \_\_\_\_\_  
Kellie Pendleton  
CHIEF PROCUREMENT OFFICIAL

APPROVED AS TO FORM:

\_\_\_\_\_  
for Paige Mims, CITY ATTORNEY



**Town of Highland Park  
Town Council  
Tuesday, April 7, 2026**

**Item Coversheet**

**Take action on an ordinance approving the dedication of an easement for the Wycliffe Reconstruction project.**

**PRESENTED BY:** Lori Chapin, Director of Engineering

**BACKGROUND:**

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As part of the Wycliffe Avenue Reconstruction project, the Town requested that Oncor Electric Delivery (“Oncor”) place the overhead electrical facilities underground. The project design includes installing an 18-inch ductile iron pipe within the existing weir structure to provide a dedicated crossing for Oncor’s electrical infrastructure across the project area. This design accommodates both structural constraints and long-term utility access, while minimizing impacts on the future roadway and drainage features.

For Oncor to install and maintain these underground lines, the Town must grant a dedicated easement. This easement will provide the necessary access for installation, operation, and future maintenance of the electrical facilities. Refer to the attached ordinance and easement document.

Please note that due to the current configuration of poles and overhead lines within the construction limits, temporary poles will be installed outside the work area to maintain continuous electrical service to residents during construction. The temporary facilities will remain in place only until the underground system is fully installed, tested, and operational, at which point they will be removed.

**RECOMMENDATION**

---

Staff recommend approval of an ordinance for the dedication of an easement for the Wycliffe Reconstruction project.

**FINANCIAL IMPACT**

---

This item has no financial impact.

**ATTACHMENTS**

---

Ordinance - Oncor Easement 2026.03.19 - combined (1)

ORDINANCE NO. 2165

AN ORDINANCE OF THE TOWN OF HIGHLAND PARK, TEXAS, GRANTING TO ONCOR ELECTRIC DELIVERY COMPANY, LLC, AN EASEMENT, BEING AN APPROXIMATE 0.0867-ACRE TRACT OF LAND SITUATED IN THE WILLIAM GRIGSBY SURVEY, ABSTRACT NO. 501, DALLAS COUNTY, TEXAS, AND BEING A PORTION OF PUBLIC GROUNDS, COMMONLY KNOWN AS CONNOR PARK, SHOWN ON HIGHLAND PARK ACREAGE ADDITION, AN ADDITION TO THE TOWN OF HIGHLAND PARK, FOR UNDERGROUND ELECTRIC SUPPLY AND COMMUNICATIONS LINES; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE CONVEYANCE OF THE EASEMENT; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Highland Park, Texas (the “Town”) is a home rule municipality acting under its Charter pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, Oncor Electric Delivery Company, LLC (“Oncor”) has requested that the Town grant an easement across certain Town-owned property to allow Oncor to install, construct, operate, and maintain underground electric supply and communications lines and related appurtenances over, under, across, through, and upon such property; and

WHEREAS, the Town Council of the Town of Highland Park (the “Town Council”) finds that granting the easement described herein serves a public purpose by facilitating the provision of reliable electric utility service to the public and promotes the health, safety, and welfare of the residents of the Town.

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

SECTION 1. The findings set forth above are incorporated into the body of this ordinance as if fully set forth herein.

SECTION 2. The Town Council hereby approves and authorizes the grant of an easement to Oncor Electric Delivery Company, LLC (“Oncor”) over, across, under, and through the Town-owned property described in the caption of this Ordinance, for the purpose of installing, constructing, operating, and maintaining underground electric supply and communications lines and related appurtenances, subject to the terms and conditions set forth in the Easement instrument in substantially the form attached hereto and incorporated herein by reference as Exhibit A.

SECTION 3. The Town Administrator is hereby authorized and directed to execute the Easement instrument and any and all other documents necessary or convenient to effectuate the conveyance and implementation of the easement authorized herein.

SECTION 4. Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided

that any and all remaining portions of this Ordinance shall remain in full force and effect. The Town hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

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

SECTION 6. This ordinance shall be in effect immediately following its passage, approval and publication as provided by law, and it is accordingly so ordained.

DULY PASSED, APPROVED, AND ADOPTED this the 7th day of April 2026.

APPROVED AS TO FORM:

APPROVED:

Susan Thomas  
Town Attorney

Will C. Beecherl  
Mayor

ATTEST:

Joanna Mekeal  
Town Secretary

**Exhibit A**  
**Easement to Oncor Electric Delivery Company, LLC**

PT #: \_\_\_\_\_  
District: MTN  
WR No.: 26365150  
ER #: \_\_\_\_\_

## EASEMENT

STATE OF TEXAS                   §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF DALLAS           §

That **Town of Highland Park**, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, hereinafter referred to as "Grantee," has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement for underground electric supply and communications lines, consisting of a variable number of wires and cables, surface mounted equipment, conduits, manholes, vaults, transformers, switches, protection, sectionalizing devices and all necessary or desirable appurtenances over, under, across, through, and upon Grantor's land described as follows:

### SEE EXHIBIT "A" (ATTACHED)

Together with the right of ingress and egress along and upon said easement and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to install, maintain, operate, and replace its facilities in and through the weir structure on Turtle Creek in Connor Park, provided that Grantee shall not damage, alter, or impair the integrity or function of the weir or any other City infrastructure; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area that interferes with the operation of said facilities; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances; and the right to trim or remove trees or shrubbery

within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, with prior written consent of Grantor, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without 60 days advanced written notice to Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the reasonable judgement of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns, and legal representatives, to warrant and forever defend the above described easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

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

TOWN OF HIGHLAND PARK

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS

§  
§  
§

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of \_\_\_\_\_, as the \_\_\_\_\_ thereof, for the purposes and consideration therein expressed, in the capacity therein stated and that he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_.

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

**EASEMENT DESCRIPTION**

**BEING** a tract of land situated in the William Grigsby Survey, Abstract No. 501, Dallas County, Texas, and being a portion of public grounds (A.K.A. Connor Park), shown on Highland Park Acreage Addition, an addition to the Town of Highland Park, according to the plat recorded in Volume 2, Page 85, Map Records, Dallas County, Texas, and being more particularly described as follows:

**COMMENCING** at a 1-inch iron pipe found for the northeast corner of Lot 7, Block 2, of said Highland Park Acreage Addition, in the west right-of-way line of Lakeside Drive (a 55-foot wide right-of-way), from which a 3/4-inch iron pipe found for the northwest corner of said Lot 7 bears, South 89°18'16" West, a distance of 264.75 feet;

**THENCE** South 79°17'24" East, over and across said Lakeside Drive, a distance of 67.73 feet to the **POINT OF BEGINNING**, being in the east right-of-way line of said Lakeside Drive;

**THENCE** departing said east right-of-way line of Lakeside Drive, the following courses and distances:

- North 89°12'00" East, a distance of 213.10 feet to a point for corner;
- North 00°48'00" West, a distance of 40.38 feet to a point for corner;
- North 11°36'21" West, a distance of 53.58 feet to a point for corner;
- North 78°23'39" East, a distance of 30.00 feet to a point for corner in the west right-of-way line of Saint Johns Drive (a variable width right-of-way);

**THENCE** with said west right-of-way line of Saint Johns Drive, the following courses and distances:


- South 11°36'21" East, a distance of 20.68 feet to a point at the beginning of a tangent curve to the right with a radius of 203.97 feet, a central angle of 01°12'54", and a chord bearing and distance of South 10°59'54" East, 4.32 feet;
- In a southerly direction, with said tangent curve to the right, an arc distance of 4.32 feet to a point for corner;

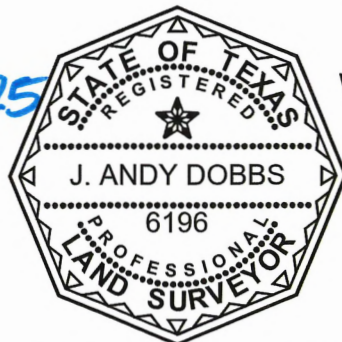
**THENCE** departing said west right-of-way line of Saint Johns Drive, the following courses and distances:


- South 78°23'39" West, a distance of 19.95 feet to a point for corner;
- South 11°36'21" East, a distance of 29.53 feet to a point for corner;
- South 00°48'00" East, a distance of 41.32 feet to a point for corner;
- North 89°12'00" East, a distance of 12.94 feet to a point at the beginning of a non-tangent curve to the right with a radius of 203.97 feet, a central angle of 02°52'50", and a chord bearing and distance of South 11°58'28" West, 10.25 feet, being in said west right-of-way line of Saint Johns Drive;

(CONTINUED ON SHEET 2)

"EXHIBIT A"  
 ONCOR ELECTRIC DELIVERY COMPANY, LLC  
 EASEMENT  
 PART OF CONNOR PARK A PUBLIC GROUNDS  
 HIGHLAND PARK ACREAGE ADDITION  
 WILLIAM GRIGSBY SURVEY, ABSTRACT NO. 501  
 TOWN OF HIGHLAND PARK  
 DALLAS COUNTY, TEXAS

  
 J. ANDY DOBBS  
 REGISTERED PROFESSIONAL  
 LAND SURVEYOR NO. 6196  
 2500 PACIFIC AVENUE  
 SUITE 1100  
 DALLAS, TEXAS 75226  
 PH. (469) 718-8849  
 andy.dobbs@kimley-horn.com



		2500 Pacific Avenue, Suite 1100 Dallas, Texas 75226		Tel. No. (469) 718-8849 www.kimley-horn.com	
		FIRM # 10115500			
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JDF	JAD	Dec. 2025	064474815	1 OF 3

(CONTINUED FROM SHEET 1)

**THENCE** with said west right-of-way line of Saint Johns Drive, in a southwesterly direction, with said non-tangent curve to the right, an arc distance of 10.25 feet to a point for corner, from which an aluminum disk stamped "HIGHLAND PARK" bears South 17°35'55" East, a distance of 74.07 feet;

**THENCE** South 89°12'00" West, departing said west right-of-way line of Saint Johns Drive, a distance of 229.15 feet to a point for corner in said east right-of-way line of Lakeside Drive;

**THENCE** North 25°34'53" West, with said east right-of-way line of Lakeside Drive, a distance of 11.01 feet to the **POINT OF BEGINNING** and containing 3,775 square feet or 0.0867 acres of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

"EXHIBIT A"  
ONCOR ELECTRIC DELIVERY COMPANY, LLC  
EASEMENT  
PART OF CONNOR PARK A PUBLIC GROUNDS  
HIGHLAND PARK ACREAGE ADDITION  
WILLIAM GRIGSBY SURVEY, ABSTRACT NO. 501  
TOWN OF HIGHLAND PARK  
DALLAS COUNTY, TEXAS

**Kimley»»Horn**

2500 Pacific Avenue, Suite 1100  
Dallas, Texas 75226

FIRM # 10115500

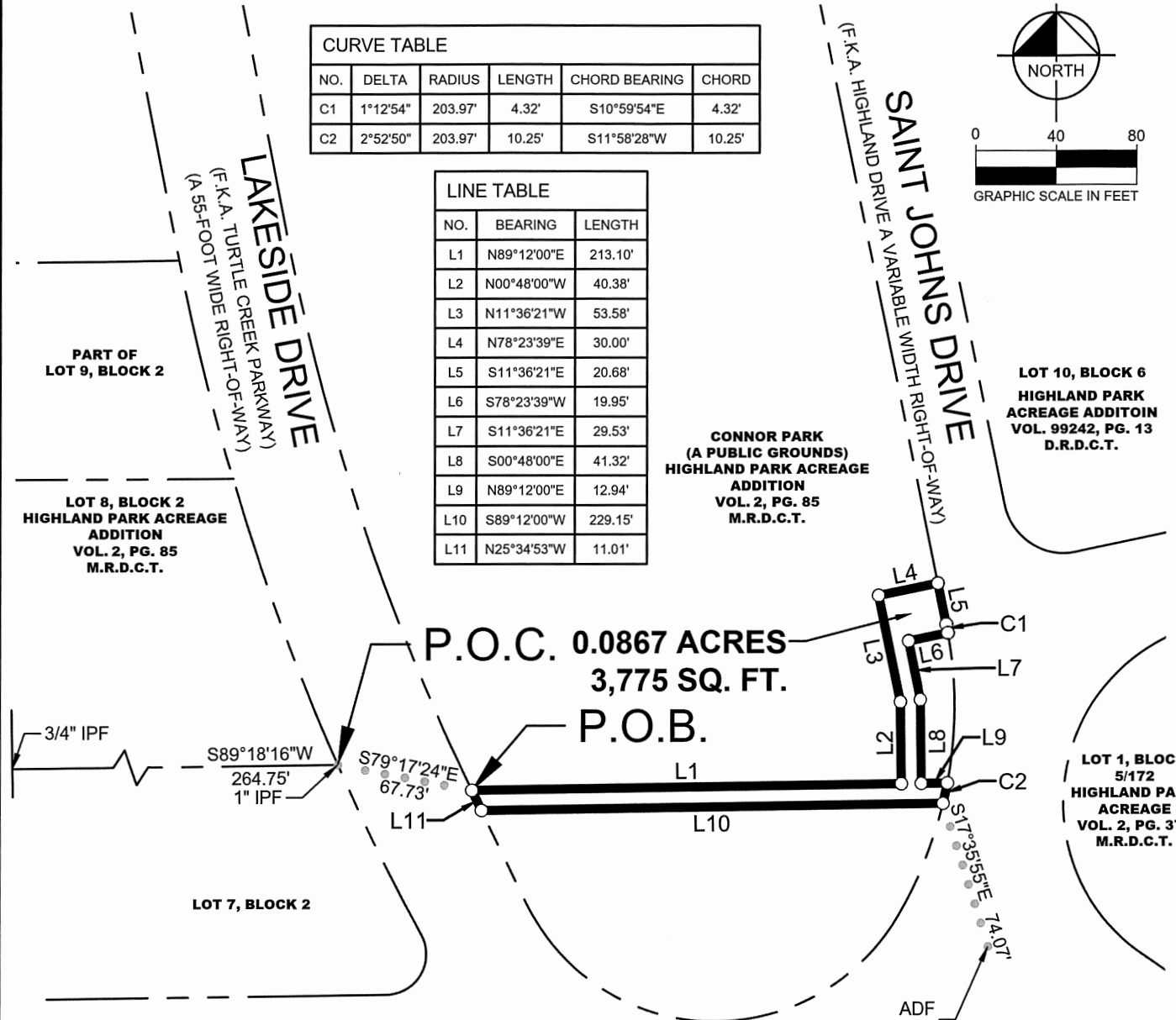
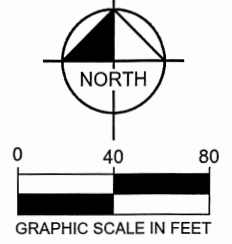
Tel. No. (469) 718-8849  
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JDF	JAD	Dec. 2025	064474815	2 OF 3

FENIMORE, DUSTIN 12/18/2025 10:17 AM K:\DTD\_SURVEY\064474815-TURTLE CREEK INT REHAB\DWG\064474815-TURTLE CREEK INT REHAB-ESMT\_ONCOR\_0.0867 AC.DWG

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	1°12'54"	203.97'	4.32'	S10°59'54"E	4.32'
C2	2°52'50"	203.97'	10.25'	S11°58'28"W	10.25'

LINE TABLE		
NO.	BEARING	LENGTH
L1	N89°12'00"E	213.10'
L2	N00°48'00"W	40.38'
L3	N11°36'21"W	53.58'
L4	N78°23'39"E	30.00'
L5	S11°36'21"E	20.68'
L6	S78°23'39"W	19.95'
L7	S11°36'21"E	29.53'
L8	S00°48'00"E	41.32'
L9	N89°12'00"E	12.94'
L10	S89°12'00"W	229.15'
L11	N25°34'53"W	11.01'



P.O.C. 0.0867 ACRES  
3,775 SQ. FT.  
P.O.B.

NOTES  
Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. (2011)

"EXHIBIT A"  
ONCOR ELECTRIC DELIVERY COMPANY, LLC  
EASEMENT  
PART OF CONNOR PARK A PUBLIC GROUNDS  
HIGHLAND PARK ACREAGE ADDITION  
WILLIAM GRIGSBY SURVEY, ABSTRACT NO. 501  
TOWN OF HIGHLAND PARK  
DALLAS COUNTY, TEXAS

LEGEND  
P.O.C. = POINT OF COMMENCING  
P.O.B. = POINT OF BEGINNING  
F.K.A. = FORMERLY KNOWN AS  
A.K.A. = ALSO KNOWN AS  
VOL., PG. = VOLUME, PAGE  
ADF = 3 1/4-INCH ALUMINUM DISK FOUND  
IPF = IRON PIPE FOUND  
SQ. FT. = SQUARE FEET  
D.R.D.C.T. = DEED RECORDS, DALLAS COUNTY, TEXAS  
M.R.D.C.T. = MAP RECORDS, DALLAS COUNTY, TEXAS

**Kimley»Horn**  
2500 Pacific Avenue, Suite 1100 Dallas, Texas 75226 FIRM # 10115500 Tel. No. (469) 718-8849 www.kimley-horn.com

Scale 1" = 80'	Drawn by JDF	Checked by JAD	Date Dec. 2025	Project No. 064474815	Sheet No. 3 OF 3
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**Town of Highland Park  
Town Council  
Tuesday, April 7, 2026**

**Item Coversheet**

**Take action on a resolution authorizing the Town Administrator to execute a Memorandum of Agreement for the Wycliffe Reconstruction project.**

**PRESENTED BY:** Lori Chapin, Director of Engineering

**BACKGROUND:**

---

The Environmental Assessment for the project included a Historic Resources Survey Report ("HRSR") to address the removal and replacement of the dam and standpipe. This report included a comprehensive study of the area and preparation of a detailed report outlining potentially historic features in and around the project. This report was submitted to TXDOT in August 2025 for review and approval. The report also required the approval of the Texas Historical Commission ("THC").

After many iterations and discussions, the report was approved by TXDOT in January 2026. The goal of the report was to gain concurrence that the project was considered a "no impact" project. However, given the unique nature of the standpipe and dam, TXDOT and the THC agreed they could not approve a "no impact" project and that a Programmatic Section 4(f) Bridge Evaluation was required. As part of the submittal, a Net Benefit 4(f) was submitted to capture the additional design work included in the project's development. The Programmatic Section 4(f) Bridge Evaluation was to show that while there are adverse impacts to the area, the project was an overall net benefit given all the improvements, including a comparable circular water feature and cascading weir, reduced roadway footprint with enhanced pedestrian facilities, and replacement of in-kind or better vegetation.

The Programmatic Section 4(f) Bridge Evaluation and Net Benefit 4(f) was completed and submitted to TXDOT in February 2026 for review and approval. Once approved, it was sent to the THC for final approval and environmental clearance.

The Town received environmental clearance for the Wycliffe Reconstruction project as of March 26, 2026. TXDOT and THC concurred that the bridge-class culvert, landscaping, and spillway are eligible for listing in the National Register of Historic Places as contributing resources to the Acreage Addition Historic District. As such, while the demolition and replacement of the resources results in an overall enhancement (net benefit), the THC determined that the project has an adverse impact on historic properties. To mitigate the adverse impacts of the project, THC is requiring the installation of an interpretive sign on or near the project bridge in Connor Park describing the historic significance of the Acreage Addition Historic District, with a focus on its early suburban design, planning, and architecture. The Town will work with TxDOT and THC

on the sign's content.

TXDOT and THC have prepared the attached Memorandum of Agreement ("MOA") to capture the mitigation requirement and installation of an interpretative sign. The agreement outlines the following:

1. The Town shall develop an interpretive sign documenting the historic significance of the Acreage Addition Historic District, with a focus on its early suburban design, planning and architecture.
2. TXDOT and THC will review the content of the sign prior to production.
3. The Town shall install the sign (at least 24"x36" with color) on the new bridge or within Conner Park adjacent to the project area.
4. The Town shall notify all parties of this agreement when the sign is installed.
5. The Town shall install the sign within five years of the signature of the agreement.

See attached agreement for reference.

## **RECOMMENDATION**

---

Town staff recommend approval of the resolution authorizing the Town Administrator to execute the Memorandum of Agreement for the Wycliffe Reconstruction project.

## **FINANCIAL IMPACT**

---

Approximate cost of a historical decorative sign is \$5,000 and will be included in the overall cost of the project within the Capital Fund.

## **ATTACHMENTS**

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HIST MOA 0918-47-289 (03-26)\_final\_CLEAN (nt) - 3.30.26, Proposed Res. No. 006-26

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**MEMORANDUM OF AGREEMENT  
AMONG  
THE TEXAS DEPARTMENT OF TRANSPORTATION,  
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,  
AND THE TOWN OF HIGHLAND PARK REGARDING THE  
REPLACEMENT OF THE WYCLIFF AVENUE BRIDGE  
CLASS CULVERT OVER TURTLE CREEK  
(TXDOT CSJ: 0918-47-289)**

11       **WHEREAS**, pursuant to Section 106 of the National Historic Preservation Act of 1966  
12 (NHPA, 54 U.S.C. § 306108), as amended, and its implementing regulations at 36 CFR Part 800, this  
13 Memorandum of Agreement (MOA), inclusive of all attachments, is among the Texas Department  
14 of Transportation (TxDOT), the Texas Historical Commission (THC) acting as the Texas State  
15 Historic Preservation Officer (TX SHPO), and the Town of Highland Park (Town), with TxDOT,  
16 THC, and the Town collectively referred to herein as the “Signatories,” and individually as a  
17 “Signatory;” and

18  
19       **WHEREAS**, the environmental review, consultation, and other actions required by  
20 applicable Federal environmental laws for this project are being, or have been, carried out by TxDOT  
21 pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated July 17, 2025, and executed  
22 by the Federal Highway Administration (FHWA) and TxDOT (National Environmental Policy Act  
23 (NEPA) Assignment MOU); and

24  
25       **WHEREAS**, the proposed project, the Undertaking, would remove the existing Wycliff  
26 Avenue bridge class culvert over Turtle Creek, landscaping, and spillway and construct a new bridge  
27 structure, spillway, and replace vegetation in kind; and

28  
29       **WHEREAS**, TxDOT determined, and the THC concurred, that the bridge class culvert,  
30 landscaping, and spillway are eligible for listing in the National Register of Historic Places (NRHP)  
31 as contributing resources to the Acreage Addition Historic District; and

32  
33       **WHEREAS**, the contributing resources are owned by the Town and the replacement project  
34 was cooperatively developed by TxDOT and the Town, with TxDOT as the lead project sponsor/state  
35 agency; and

36  
37       **WHEREAS**, TxDOT determined, and the THC concurred, that the demolition and  
38 replacement of the resources will have an adverse effect on historic properties; and

39  
40       **WHEREAS**, TxDOT, under the terms of the Statewide TxDOT-THC Section 106  
41 Programmatic Agreement (PA), found that the proposed Undertaking would not affect archeological  
42 historic properties, as no such properties exist within the project’s Area of Potential Effect (APE);  
43 and

44  
45       **WHEREAS**, in accordance with 36 CFR § 800.6(a)(1), TxDOT has notified the Advisory  
46 Council on Historic Preservation (ACHP) of its determination regarding effects to the NRHP-eligible  
47 bridge with specified documentation, and the ACHP has chosen not to participate in the consultation  
48 pursuant to 36 CFR § 800.6(a)(1)(iii).

49  
50       **NOW, THEREFORE**, TxDOT, THC, and the Town agree that the Undertaking shall be  
51 implemented in accordance with the following stipulations to mitigate the adverse effect of the loss

52 of the NRHP-eligible resources.

53

54 **STIPULATIONS**

55

56 TxDOT and the Town shall ensure that the following measures are carried out:

57

58 **I. INTERPRETIVE SIGN INSTALLATION**

59

60 A. The Town shall develop content for an interpretive sign documenting the historic significance  
61 of the Acreage Addition Historic District, with a focus on its early suburban design, planning,  
62 and architecture.

63

64 B. TxDOT and THC will review the content of the sign prior to production.

65

66 C. The Town shall install the sign (size: at least 24” by 36” with color) on the new bridge or  
67 within Connor Park adjacent to the project area.

68

69 D. The Town shall notify all Signatories of this PA when the sign is installed.

70

71 E. The Town shall install the sign within five years of signature of this MOA.

72

73 **II. DURATION**

74

75 Except as specified herein, this MOA is effective on the date the last Signatory signs it and  
76 terminates five (5) years from that date or when the mitigation is complete, whichever is sooner (the  
77 Term). If the mitigation is not complete when the MOA terminates, TxDOT shall, prior to work  
78 continuing, either (a) execute a new MOA pursuant to 36 C.F.R. § 800.6, or (b) request comment  
79 from, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7. Prior  
80 to such time, TxDOT may consult with the other Signatories to reconsider the terms of the MOA and  
81 amend it, including extension of its duration, in accordance with Stipulation VI below.

82

83 **III. POST-REVIEW DISCOVERIES**

84

85 Any post-review discoveries will be addressed by TxDOT in accordance with the procedures  
86 set forth in 36 CFR § 800.13 Post Review Discoveries clause.

87

88 **IV. DISPUTE RESOLUTION**

89

90 A. If any Signatory objects in writing to a TxDOT proposed action, TxDOT will consult with  
91 the ACHP and the Signatories to resolve their differences.

92

93 B. Within forty-five (45) days after receipt of all pertinent documentation, the ACHP will either:

94

95 i. Provide TxDOT with recommendations, which TxDOT shall take into account in  
96 reaching a final decision regarding its response to the objection; or

97

98 ii. Notify TxDOT that it will comment pursuant to 36 CFR § 800.7(c) and proceed to  
99 develop and issue comments. In this event, TxDOT shall take the resulting comments  
100 into account in accordance with 36 CFR § 800.7(c)(4).

101

102 C. Any recommendation or comment provided by the ACHP will be understood to pertain only

103 to the subject of the dispute, and TxDOT's responsibility to ensure that the remaining terms  
104 of this MOA are carried out will remain unchanged.

105  
106 D. Objections from Signatories and the public shall be taken into account by TxDOT. The  
107 ACHP shall notify the objecting party of its decision.

108  
109 **V. AMENDMENTS**

110 This MOA may be amended when such an amendment is agreed to in writing by all  
111 Signatories. The amendment will be effective on the date of the last Signatory's signature.

112  
113  
114 **VI. TERMINATION**

115  
116 This MOA shall terminate upon the completion of all Signatory responsibilities set forth in  
117 Stipulation I above. If any Signatory to this MOA determines that its terms will not or cannot be  
118 carried out, that Signatory shall immediately consult with the other Signatories to attempt to develop  
119 an amendment per Stipulation VI above. Except as specified herein, if within thirty (30) days (or  
120 another time period agreed to by all Signatories) an amendment cannot be reached, any Signatory  
121 may terminate the MOA upon written notification to the other Signatories.

122  
123 If the MOA is terminated pursuant to this Stipulation, and prior to work continuing on the  
124 undertaking, TxDOT must either (a) execute a new MOA pursuant to 36 CFR § 800.6 or (b) request,  
125 take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. TxDOT shall  
126 notify the Signatories as to the course of action it will pursue.

127  
128 **VII. EXECUTION**

129  
130 Execution of this MOA by the Signatories, and implementation of its terms, is evidence that  
131 TxDOT has taken into account the effects of the Undertaking on historic properties and afforded the  
132 ACHP an opportunity to comment. This MOA will be considered executed on the date of the last  
133 Signatory's signature below.

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**MEMORANDUM OF AGREEMENT  
AMONG  
THE TEXAS DEPARTMENT OF TRANSPORTATION,  
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,  
AND THE TOWN OF HIGHLAND PARK REGARDING THE  
REPLACEMENT OF THE WYCLIFF AVENUE BRIDGE  
CLASS CULVERT OVER TURTLE CREEK  
(TXDOT CSJ: 0918-47-289)**

**SIGNATORY**

[TxDOT]

\_\_\_\_\_ Date: \_\_\_\_\_  
**Ceason Clemmons, TxDOT Dallas District Engineer**

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152  
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**MEMORANDUM OF AGREEMENT  
AMONG  
THE TEXAS DEPARTMENT OF TRANSPORTATION,  
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,  
AND THE TOWN OF HIGHLAND PARK REGARDING THE  
REPLACEMENT OF THE WYCLIFF AVENUE BRIDGE  
CLASS CULVERT OVER TURTLE CREEK  
(TXDOT CSJ: 0918-47-289)**

**SIGNATORY**

[Texas Historical Commission]

\_\_\_\_\_ Date: \_\_\_\_\_  
**Joseph Bell, Executive Director, Texas Historical Commission**

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**MEMORANDUM OF AGREEMENT  
AMONG  
THE TEXAS DEPARTMENT OF TRANSPORTATION,  
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,  
AND THE TOWN OF HIGHLAND PARK REGARDING THE  
REPLACEMENT OF THE WYCLIFF AVENUE BRIDGE  
CLASS CULVERT OVER TURTLE CREEK  
(TXDOT CSJ: 0918-47-289)**

**SIGNATORY**

[Town of Highland Park]

\_\_\_\_\_ Date: \_\_\_\_\_  
**Town of Highland Park**

RESOLUTION NO. 006-26

A RESOLUTION OF THE TOWN OF HIGHLAND PARK, TEXAS, APPROVING AND AUTHORIZING EXECUTION OF A MEMORANDUM OF AGREEMENT (“MOA”) AMONG THE TEXAS DEPARTMENT OF TRANSPORTATION, THE TEXAS HISTORICAL COMMISSION (“THC”) ACTING AS THE TEXAS STATE HISTORIC PRESERVATION OFFICER (“TX SHPO”), AND THE TOWN OF HIGHLAND PARK REGARDING THE WYCLIFF AVENUE BRIDGE AND SPILLWAY REPLACEMENT PROJECT AND ASSOCIATED HISTORIC PRESERVATION MITIGATION MEASURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Highland Park (the “Town”) is pursuing the reconstruction of Wycliff Avenue from Oak Lawn Avenue to Glenwood Avenue, to include the removal of the existing bridge class culvert, landscaping, and spillway and the construction of a new bridge structure, spillway, and in-kind landscape replacement (the “Project”); and

WHEREAS, the Texas Department of Transportation (“TxDOT”) determined, and the Texas Historical Commission (“THC”) concurred, that the bridge class culvert, landscaping, and spillway are eligible for listing in the National Register of Historic Places (“NRHP”); and

WHEREAS, TxDOT determined, and the THC concurred, that the demolition and replacement of the resources will have an adverse effect on historic properties; and

WHEREAS, pursuant to the National Historic Preservation Act (“NHPA”), as amended, and its implementing regulations at 36 C.F.R. Part 800, when an undertaking is determined to have an adverse effect on historic properties, the responsible federal agency, in consultation with the Texas Historical Commission as the State Historic Preservation Officer and other consulting parties, must enter into a memorandum of agreement or similar agreement document to outline measures to resolve and mitigate such adverse effects; and

WHEREAS, the Town Council has determined that the execution of the Memorandum of Agreement (“MOA”) is in the best interest of the Town and serves the public health, safety, and welfare by facilitating the timely completion of the Project while complying with applicable historical preservation laws and requirements.

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

SECTION 1. Each of the foregoing recitals are true and correct and are hereby incorporated into this Resolution.

SECTION 2. The Town Council approves the Memorandum of Agreement (“MOA”) among the Texas Department of Transportation, the Texas Historical Commission acting as the Texas State Historic Preservation Officer, and the Town of Highland Park regarding the Wycliff Avenue bridge replacement project and associated historic preservation mitigation measures, attached hereto as Exhibit “A” and incorporated herein for all purposes. The Town Administrator is hereby authorized to execute the MOA.

SECTION 3. All provisions of Resolutions of the Town of Highland Park in conflict with the provisions of this Resolution are hereby repealed, and all other provisions of resolutions of the Town of Highland Park not in conflict with the provisions of this Resolution, shall remain in full force and effect.

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

SECTION 5. This Resolution shall take effect immediately from and after its passage and approval.

PASSED AND APPROVED by the Highland Park Town Council on this 7th day of April, 2026.

APPROVED AS TO FORM:

APPROVED:

Susan Thomas  
Town Attorney

Will C. Beecherl  
Mayor

ATTEST:

Joanna Mekeal  
Town Secretary



**Town of Highland Park  
Town Council  
Tuesday, April 7, 2026**

**Item Coversheet**

**Take action on the minutes of the Town Council meeting held on  
March 17, 2026.**

**PRESENTED BY:** Joanna Mekeal, Town Secretary

**BACKGROUND:**

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Attached are the minutes of the Town Council meeting held on March 17, 2026.

**RECOMMENDATION**

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Staff recommends approval.

**FINANCIAL IMPACT**

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This item has no financial impact.

**ATTACHMENTS**

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2026-03-17 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, MARCH 17, 2026.

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

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

II. Mayor Will C. Beecherl 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. Dr. Christopher Gonzalez, Chair of the Department of English at Southern Methodist University ("SMU"), thanked the Mayor and Town Council for joining SMU in recognizing the importance of storytelling.

IV. PROCLAMATION

*A. Proclamation recognizing Friday, March 20, 2026, as "Celebration of Story Day" in the Town of Highland Park.* Mayor Beecherl read the proclamation and thanked Dr. Christopher Gonzalez for his contributions.

V. CONSENT AGENDA

On a motion made by Council Member Alan Friedman, seconded by Council Member Lydia Novakov, the Town Council voted unanimously to approve Items A. through C. 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 on (1) approval of a Resolution authorizing the Town's participation in the 791 Purchasing Cooperative and (2) authorization for the Town Administrator (or designee) to execute the required Master Interlocal Agreement.*

*B. Take action on the minutes of the Town Council meeting held on March 3, 2026.*

*C. Take action on the minutes of the Town Council study session held on March 3, 2026.*

VI. ADJOURNMENT

Mayor Beecherl adjourned the Town Council meeting at 8:08 a.m.

APPROVED on the 7<sup>th</sup> day of April 2026.

APPROVED:

Will C. Beecherl  
Mayor

ATTEST:

Sofia Tarango  
Interim Town Secretary



**Town of Highland Park  
Town Council  
Tuesday, April 7, 2026**

**Item Coversheet**

**Take action on the minutes of the Town Council study session held  
on March 17, 2026.**

**PRESENTED BY:** Joanna Mekeal, Town Secretary

**BACKGROUND:**

---

Attached are minutes of the Town Council study session held on March 17, 2026.

**RECOMMENDATION**

---

Staff recommends approval.

**FINANCIAL IMPACT**

---

This item has no financial impact.

**ATTACHMENTS**

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2026-03-17 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 8:13 A.M. ON TUESDAY, MARCH 17, 2026.

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

- I. Mayor Will C. Beecherl called the meeting to order at 8:13 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 DISCUSSIONS

*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. Council Member Lydia Novakov suggested further discussion regarding enforcement approaches for leaves being blown into the street.*

- IV. REPORTS

*A. Review and discuss the Department of Public Safety 2025 Annual Report. Chuck McGinnis, Director of the Department of Public Safety, summarized the Department of Public Safety's ("DPS") accomplishments over the past year. The annual report comprehensively reviewed staffing, crime trends, traffic enforcement, training, alarm operations, communications division, fire suppression, response time, community relations, and crime prevention. Council Member Leland White suggested distributing this report to the public, and Chief McGinnis agreed.*

*B. Review and discuss the Strategic Plan update. Letecia McNatt, Director of Policy Development & Strategic Initiatives, explained that this item provided an opportunity for the Town Council to offer feedback on the Strategic Plan. Mrs. McNatt summarized the planning process and provided an update on its status. The process included community surveys, focus groups, and engagement with the Town Council. Town staff working groups also met to develop and refine the Strategic Priority Areas, Goals, and Objectives that form the plan's framework. Mrs. McNatt noted that the Strategic Plan will guide organizational priorities and support transparent reporting on progress toward the Town's strategic goals. She also shared that a public-facing dashboard will be implemented, allowing the community to view initiative status, track progress, and gain visibility into implementation efforts. In response to a question from Council Member Alan Friedman, Ms. McNatt stated that a proactive communication strategy will be developed to inform*

the community about the dashboard once it is implemented. The Town Council expressed positive feedback regarding the Strategic Plan.

V. ADJOURNMENT – Mayor Beecherl adjourned the Study Session at 9:16 a.m.

APPROVED on the 7<sup>th</sup> day of April 2026.

APPROVED:

Will C. Beecherl  
Mayor

ATTEST:

Sofia Tarango  
Interim Town Secretary