



Town of Highland Park, Texas
TOWN COUNCIL MEETING
AGENDA

8:00 AM
June 17, 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. 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 the construction contract with Axis Contracting, Inc. for the 2024 Alley Reconstruction and Utility Improvements project.
- B. Take action authorizing the Town Administrator to execute a professional services agreement with Kimley-Horn and Associates, Inc. for the Beverly Drive Reconstruction Project.
- C. Take action on Resolution 006-25 to adopt the Dallas County 2025 Hazard Mitigation Action Plan.
- D. Take action on Resolution 007-25 authorizing the Town Administrator to execute Amendment #1 to the Advance Funding Agreement with the Texas Department of Transportation.
- E. Take action on the minutes of the Town Council meeting held on June 3, 2025.
- F. Take action on the minutes of the Town Council study session held on June 3, 2025.

V. PRESENTATION

- A. Presentation by Joe R. Goyne, Chairman of Pegasus Bank.

VI. MAIN AGENDA

- A. Review, discuss, and take action to revise the Code of Ordinances to amend Chapter 12, Article 12.07, Division 3, Section 12.07.085 Parking Limited to Two Hours and repeal and replace Chapter 12, Traffic and Vehicles, Article 12.07 Stopping, Standing and Parking, Division 6 Residential-Only Parking Permit Area.

VII. ADJOURNMENT

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

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

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

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



**Town of Highland Park
Town Council
Tuesday, June 17, 2025**

Item Coversheet

Take action authorizing the Town Administrator to execute the construction contract with Axis Contracting, Inc. for the 2024 Alley Reconstruction and Utility Improvements project.

PRESENTED BY: Lori Chapin, Director of Engineering

BACKGROUND:

This item is provided as an opportunity for the Town Council to consider approval of the construction contract for the reoccurring water and sewer infrastructure rehabilitation/replacement project.

This project consists of the reconstruction of the alley concrete and water and wastewater lines within the following six blocks:

- Cornell Ave and St. Johns Dr (Sewanee Ave to Airline Rd) (3100 Block)
- Cornell Ave and St. Johns Dr (Abbott Ave to Sewanee Ave) (3200 Block)
- Cornell Ave and St. Johns Dr (Hillcrest Ave to Abbott Ave) (3300 Block)
- Beverly Dr and Cornell Ave (Sewanee Ave to Airline Rd) (3100 Block)
- Beverly Dr and Cornell Ave (Abbott Ave to Sewanee Ave) (3200 Block)
- Beverly Dr and Cornell Ave (Hillcrest Ave to Abbott Ave) (3300 Block)

The project was advertised and on June 9, 2025, two bids were received. The bid in the amount of \$3,061,519.54 was submitted by Axis Contracting Inc. Axis Contracting Inc. has a strong reputation and experience with this type of work and has previously worked on Town alley projects including the 2021 and 2023 Alley Reconstruction and Utility Improvement projects, as well as roadway and utility reconstruction for Lakeside Drive, Mockingbird Lane/Airline Road, and Abbott Avenue/Sewanee Avenue.

Construction is anticipated to begin in July and is estimated to be complete by Spring 2026.

RECOMMENDATION

Staff recommends approval to authorize the Town Administrator to execute the construction contract with Axis Contracting, Inc. for the 2024 Alley Reconstruction and Utility Improvements, for a total contract amount of \$3,061,519.54, authorizing a construction

contingency of \$300,000.

The contingency will be used during the construction phase to address field changes. The use of contingency funds will be documented, with change order requests negotiated between staff and the contractor as construction progresses.

The Engineer's bid tabulation and recommendation for award are attached for reference.

FINANCIAL IMPACT

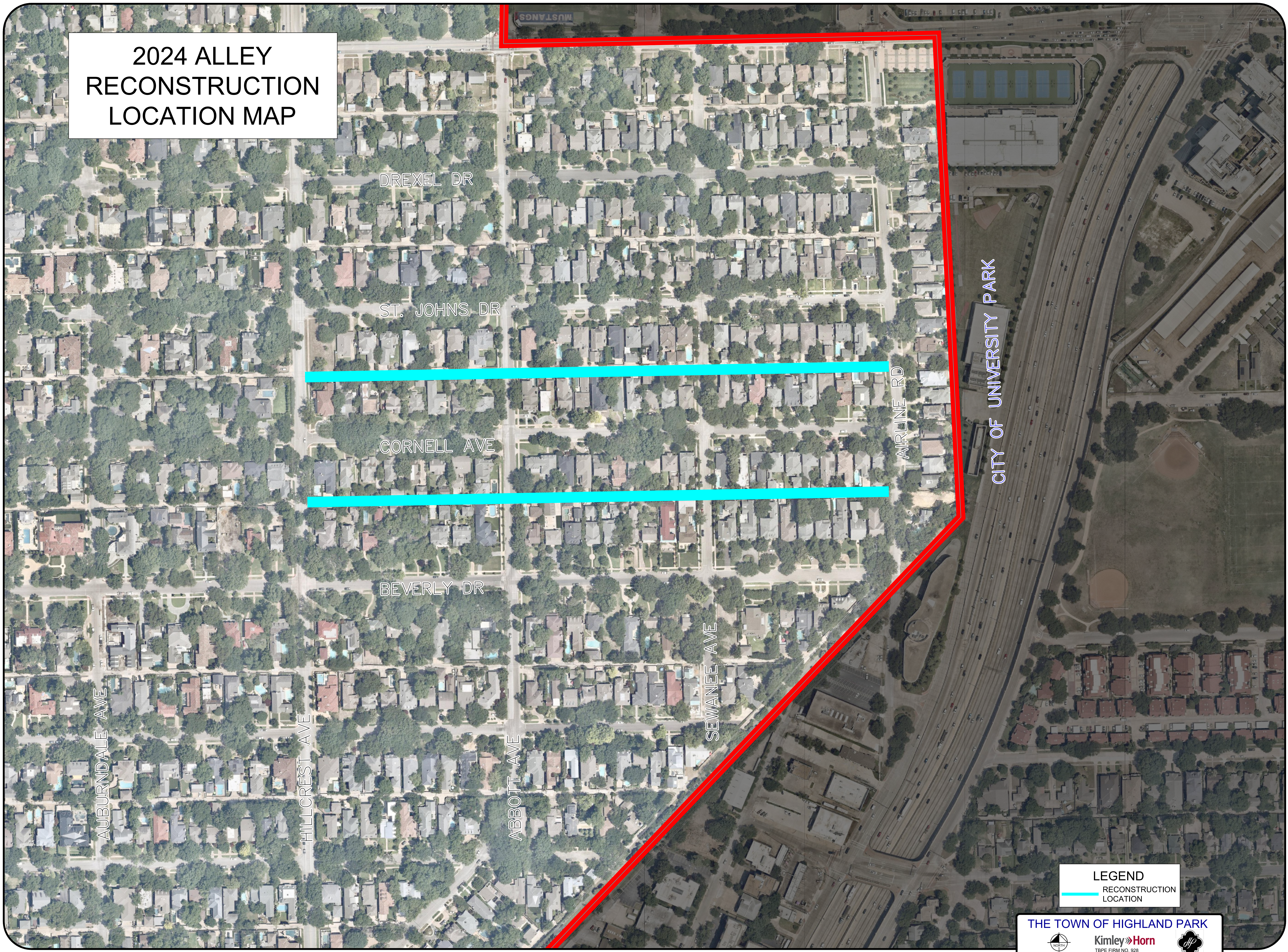
The approved FY 2024–2025 Capital Improvement Plan allocates \$2,573,216 for the 2024 Alley, Water, and Sewer Infrastructure Improvements Project.

A budget amendment is not required, as the projected shortfall of \$788,303.54 (inclusive of contingency) can be covered by reallocating funds from other projects initially scheduled for FY 2024–2025 but now deferred to FY 2025–2026 due to various scheduling considerations.

ATTACHMENTS

2024 Alley Location Map, 2024 Alley Rehabilitation Bid Tab, 2024 Alley Rehabilitation Recommendation Letter

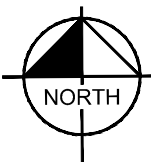
2024 ALLEY RECONSTRUCTION LOCATION MAP



LEGEND

RECONSTRUCTION
LOCATION

THE TOWN OF HIGHLAND PARK



Kimley»Horn
TBPE FIRM NO. 928



Owner: Town of Highland Park (Bid No. 2025-20-022-4506-01)				BIDDER 1		BIDDER 2		AVERAGE		ENGINEER'S ESTIMATE	
Job No.: 064474801				Axis Contracting, Inc. P.O. Box 360715 Dallas, TX 75336		Douglas Dailey Construction LLC 2005 Bluff Springs Rd Ferris, TX 75125				Kimley-Horn and Associates, Inc. 225 E. John W. Carpenter, Suite 1100 Irving, TX 75062	
Project: 2024 Alley Rehabilitation											
Date: June 9, 2025											
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
BASE BID A											
P01-A	MOBILIZATION	0.20	LS	\$270,000.00	\$54,000.00	\$25,000.00	\$5,000.00	\$147,500.00	\$29,500.00	\$170,000.00	\$34,000.00
P02-A	GENERAL SITE PREPARATION	0.20	AC	\$81,568.55	\$16,313.71	\$10,000.00	\$2,000.00	\$45,784.28	\$9,156.86	\$62,500.00	\$12,500.00
P03-A	STORM WATER POLLUTION PREVENTION PLAN	0.20	LS	\$7,596.90	\$1,519.38	\$8,000.00	\$1,600.00	\$7,798.45	\$1,559.69	\$15,000.00	\$3,000.00
P04-A	BARRICADES, SIGNS, AND TRAFFIC HANDLING	0.20	LS	\$17,027.75	\$3,405.55	\$25,000.00	\$5,000.00	\$21,013.88	\$4,202.78	\$35,000.00	\$7,000.00
P05-A	UNCLASSIFIED EXCAVATION (ROADWAY)	38	CY	\$200.00	\$7,600.00	\$200.00	\$7,600.00	\$200.00	\$7,600.00	\$125.00	\$4,750.00
P06-A	EMBANKMENT (ROADWAY) (DENSITY CONTROL) (TY D)	3	CY	\$200.00	\$600.00	\$500.00	\$1,500.00	\$350.00	\$1,050.00	\$200.00	\$600.00
P07-A	REMOVE CONCRETE PAVEMENT (ANY DEPTH) (INCLUDING PAVERS)	725	SY	\$18.00	\$13,050.00	\$6.00	\$4,350.00	\$12.00	\$8,700.00	\$20.00	\$14,500.00
P08-A	REMOVE CONCRETE SIDEWALKS OR RAMPS	15	SY	\$20.00	\$300.00	\$125.00	\$1,875.00	\$72.50	\$1,087.50	\$10.00	\$150.00
P09-A	D-GR HMA(SQ) TY-D PG64-22 (ALLOWANCE)	0	TON	\$800.00	\$0.00	\$800.00	\$0.00	\$800.00	\$0.00	\$800.00	\$0.00
P10-A	6" COMPACTED SUBGRADE	610	SY	\$15.00	\$9,150.00	\$20.00	\$12,200.00	\$17.50	\$10,675.00	\$20.00	\$12,200.00
P11-A	ALLEY REINFORCED CONCRETE PAVEMENT (CL P1 OR P2)	610	SY	\$125.00	\$76,250.00	\$160.00	\$97,600.00	\$142.50	\$86,925.00	\$125.00	\$76,250.00
P12-A	CONCRETE DRIVEWAY (CL P1 OR P2)	130	SY	\$135.00	\$17,550.00	\$180.00	\$23,400.00	\$157.50	\$20,475.00	\$135.00	\$17,550.00
P13-A	4" REINFORCED CONCRETE SIDEWALK (CL A)	105	SF	\$25.00	\$2,625.00	\$25.00	\$2,625.00	\$25.00	\$2,625.00	\$15.00	\$1,575.00
P14-A	REFL PAV MRK TY 1 (Y) CURB (90MIL)	15	LF	\$312.40	\$4,686.00	\$20.00	\$300.00	\$166.20	\$2,493.00	\$80.00	\$1,200.00
P15-A	TREE PROTECTION (INSTALL/MAINTAIN/REMOVE)	3	EA	\$500.00	\$1,500.00	\$750.00	\$2,250.00	\$625.00	\$1,875.00	\$500.00	\$1,500.00
P16-A	LANDSCAPE ADJUSTMENTS & RESTORATION (PRIVATE) (ALLOWANCE)	0.20	LS	\$20,000.00	\$4,000.00	\$20,000.00	\$4,000.00	\$20,000.00	\$4,000.00	\$20,000.00	\$4,000.00
P17-A	LEAD WALKS/TRASH RECEPTACLE PADS	10	SF	\$100.00	\$1,000.00	\$45.00	\$450.00	\$72.50	\$725.00	\$50.00	\$500.00
P18-A	ADJUST LANDSCAPE DRAIN	2	EA	\$300.00	\$600.00	\$450.00	\$900.00	\$375.00	\$750.00	\$1,550.00	\$3,100.00
P19-A	TOPSOIL (4")	140	SY	\$25.00	\$3,500.00	\$20.00	\$2,800.00	\$22.50	\$3,150.00	\$20.00	\$2,800.00
P20-A	BLOCK SOD	140	SY	\$50.00	\$7,000.00	\$40.00	\$5,600.00	\$45.00	\$6,300.00	\$25.00	\$3,500.00
P21-A	SEED	140	SY	\$20.00	\$2,800.00	\$10.00	\$1,400.00	\$15.00	\$2,100.00	\$15.00	\$2,100.00
P22-A	TURF	0	SF	\$10.00	\$0.00	\$0.00	\$0.00	\$5.00	\$0.00	\$50.00	\$0.00
P23-A	GRAVEL	640	SF	\$10.00	\$6,400.00	\$11.00	\$7,040.00	\$10.50	\$6,720.00	\$40.00	\$25,600.00
P24-A	2" CONDUIT (ALLOWANCE)	0.20	LS	\$2,500.00	\$500.00	\$2,500.00	\$500.00	\$2,500.00	\$500.00	\$2,500.00	\$500.00
P25-A	GATE REPLACEMENT (ALLOWANCE)	1.00	EA	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
U01-A	REMOVE EXISTING SANITARY SEWER CLEANOUT	3	EA	\$330.00	\$990.00	\$200.00	\$600.00	\$265.00	\$795.00	\$200.00	\$600.00
U02-A	ADJUST EXISTING GAS MANHOLE TO FINISHED GRADE	1	EA	\$550.00	\$550.00	\$3,500.00	\$3,500.00	\$2,025.00	\$2,025.00	\$1,550.00	\$1,550.00
U03-A	ADJUST EXISTING SANITARY SEWER MANHOLE TO FINISHED GRADE	0	EA	\$550.00	\$0.00	\$0.00	\$0.00	\$275.00	\$0.00	\$2,500.00	\$0.00
U04-A	ADJUST EXISTING WATER/IRRIGATION VALVE TO FINISHED GRADE	1	EA	\$500.00	\$500.00	\$900.00	\$900.00	\$700.00	\$700.00	\$1,500.00	\$1,500.00
U05-A	REHABILITATE 8" DR 11 HDPE WATER LINE (PIPE BURSTING)	515	LF	\$205.71	\$105,940.65	\$185.00	\$95,275.00	\$195.36	\$100,607.83	\$250.00	\$128,750.00
U06-A	8" DR 11 HDPE WATER LINE (OPEN CUT)	30	LF	\$199.10	\$5,973.00	\$260.00	\$7,800.00	\$229.55	\$6,886.50	\$150.00	\$4,500.00
U07-A	WATER SERVICE RE-CONNECTIONS (INCLUDES WATER METER BOXES)	32	EA	\$2,200.00	\$70,400.00	\$3,400.00	\$108,800.00	\$2,800.00	\$89,600.00	\$2,000.00	\$64,000.00
U08-A	FIRE HYDRANT ASSEMBLY (INCLUDES LEAD/GATE VALVE)	1	EA	\$11,660.00	\$11,660.00	\$10,200.00	\$10,200.00	\$10,930.00	\$10,930.00	\$12,000.00	\$12,000.00
U09-A	DUCTILE IRON MJ FITTINGS	0.07	TON	\$23,100.00	\$1,617.00	\$1,000.00	\$70.00	\$12,050.00	\$843.50	\$20,000.00	\$1,400.00
U10-A	8" GATE VALVE	1	EA	\$3,630.00	\$3,630.00	\$4,500.00	\$4,500.00	\$4,065.00	\$4,065.00	\$4,500.00	\$4,500.00
U11-A	REHABILITATE 8" DR 17 HDPE SANITARY SEWER (PIPE BURSTING)	455	LF	\$146.31	\$66,571.05	\$140.00	\$63,700.00	\$143.16	\$65,135.53	\$150.00	\$68,250.00
U12-A	8" DR 17 HDPE SANITARY SEWER (OPEN CUT)	30	LF	\$143.00	\$4,290.00	\$200.00	\$6,000.00	\$171.50	\$5,145.00	\$160.00	\$4,800.00
U13-A	4" SANITARY SEWER SERVICE RE-CONNECTIONS	16	EA	\$1,650.00	\$26,400.00	\$2,900.00	\$46,400.00	\$2,275.00	\$36,400.00	\$1,500.00	\$24,000.00
U14-A	SANITARY SEWER ACCESS POINT	2	EA	\$3,300.00	\$6,600.00	\$7,500.00	\$15,000.00	\$5,400.00	\$10,800.00	\$7,500.00	\$15,000.00
U15-A	SANITARY SEWER MAIN CLEANOUT	1	EA	\$2,200.00	\$2,200.00	\$7,500.00	\$7,500.00	\$4,850.00	\$4,850.00	\$3,000.00	\$3,000.00
U16-A	TRENCH SAFETY	60	LF	\$8.80	\$528.00	\$2.00	\$120.00	\$5.40	\$324.00	\$5.00	\$300.00
AMOUNT BID - BASE BID A					\$542,699.34		\$560,855.00		\$551,777.17		\$563,525.00

Owner: Town of Highland Park (Bid No. 2025-20-022-4506-01)				BIDDER 1		BIDDER 2		AVERAGE		ENGINEER'S ESTIMATE	
Job No.: 064474801				Axis Contracting, Inc. P.O. Box 360715 Dallas, TX 75336		Douglas Dailey Construction LLC 2005 Bluff Springs Rd Ferris, TX 75125				Kimley-Horn and Associates, Inc. 225 E. John W. Carpenter, Suite 1100 Irving, TX 75062	
Project: 2024 Alley Rehabilitation											
Date: June 9, 2025											
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
BASE BID B											
P01-B	MOBILIZATION	0.16	LS	\$270,000.00	\$43,200.00	\$25,000.00	\$4,000.00	\$147,500.00	\$23,600.00	\$170,000.00	\$27,200.00
P02-B	GENERAL SITE PREPARATION	0.20	AC	\$81,568.55	\$16,313.71	\$10,000.00	\$2,000.00	\$45,784.28	\$9,156.86	\$62,500.00	\$12,500.00
P03-B	STORM WATER POLLUTION PREVENTION PLAN	0.16	LS	\$7,596.88	\$1,215.50	\$8,000.00	\$1,280.00	\$7,798.44	\$1,247.75	\$15,000.00	\$2,400.00
P04-B	BARRICADES, SIGNS, AND TRAFFIC HANDLING	0.16	LS	\$17,027.75	\$2,724.44	\$25,000.00	\$4,000.00	\$21,013.88	\$3,362.22	\$35,000.00	\$5,600.00
P05-B	UNCLASSIFIED EXCAVATION (ROADWAY)	26	CY	\$200.00	\$5,200.00	\$200.00	\$5,200.00	\$200.00	\$5,200.00	\$125.00	\$3,250.00
P06-B	EMBANKMENT (ROADWAY) (DENSITY CONTROL) (TY D)	4	CY	\$200.00	\$800.00	\$500.00	\$2,000.00	\$350.00	\$1,400.00	\$200.00	\$800.00
P07-B	REMOVE CONCRETE PAVEMENT (ANY DEPTH) (INCLUDING PAVERS)	705	SY	\$18.00	\$12,690.00	\$6.00	\$4,230.00	\$12.00	\$8,460.00	\$20.00	\$14,100.00
P08-B	REMOVE CONCRETE SIDEWALKS OR RAMPS	0	SY	\$20.00	\$0.00	\$0.00	\$0.00	\$10.00	\$0.00	\$10.00	\$0.00
P09-B	D-GR HMA(SQ) TY-D PG64-22 (ALLOWANCE)	0	TON	\$800.00	\$0.00	\$800.00	\$0.00	\$800.00	\$0.00	\$800.00	\$0.00
P10-B	6" COMPACTED SUBGRADE	560	SY	\$15.00	\$8,400.00	\$20.00	\$11,200.00	\$17.50	\$9,800.00	\$20.00	\$11,200.00
P11-B	ALLEY REINFORCED CONCRETE PAVEMENT (CL P1 OR P2)	560	SY	\$125.00	\$70,000.00	\$160.00	\$89,600.00	\$142.50	\$79,800.00	\$125.00	\$70,000.00
P12-B	CONCRETE DRIVEWAY (CL P1 OR P2)	165	SY	\$135.00	\$22,275.00	\$180.00	\$29,700.00	\$157.50	\$25,987.50	\$135.00	\$22,275.00
P13-B	4" REINFORCED CONCRETE SIDEWALK (CL A)	0	SF	\$25.00	\$0.00	\$0.00	\$0.00	\$12.50	\$0.00	\$15.00	\$0.00
P14-B	REFL PAV MRK TY 1 (Y) CURB (90MIL)	0	LF	\$312.40	\$0.00	\$0.00	\$0.00	\$156.20	\$0.00	\$80.00	\$0.00
P15-B	TREE PROTECTION (INSTALL/MAINTAIN/REMOVE)	4	EA	\$500.00	\$2,000.00	\$750.00	\$3,000.00	\$625.00	\$2,500.00	\$500.00	\$2,000.00
P16-B	LANDSCAPE ADJUSTMENTS & RESTORATION (PRIVATE) (ALLOWANCE)	0.16	LS	\$20,000.00	\$3,200.00	\$20,000.00	\$3,200.00	\$20,000.00	\$3,200.00	\$20,000.00	\$3,200.00
P17-B	LEAD WALKS/TRASH RECEPTACLE PADS	30	SF	\$100.00	\$3,000.00	\$45.00	\$1,350.00	\$72.50	\$2,175.00	\$50.00	\$1,500.00
P18-B	ADJUST LANDSCAPE DRAIN	16	EA	\$300.00	\$4,800.00	\$450.00	\$7,200.00	\$375.00	\$6,000.00	\$1,550.00	\$24,800.00
P19-B	TOPSOIL (4")	130	SY	\$25.00	\$3,250.00	\$20.00	\$2,600.00	\$22.50	\$2,925.00	\$20.00	\$2,600.00
P20-B	BLOCK SOD	130	SY	\$50.00	\$6,500.00	\$40.00	\$5,200.00	\$45.00	\$5,850.00	\$25.00	\$3,250.00
P21-B	SEED	130	SY	\$20.00	\$2,600.00	\$10.00	\$1,300.00	\$15.00	\$1,950.00	\$15.00	\$1,950.00
P22-B	TURF	0	SF	\$10.00	\$0.00	\$0.00	\$0.00	\$5.00	\$0.00	\$50.00	\$0.00
P23-B	GRAVEL	120	SF	\$10.00	\$1,200.00	\$11.00	\$1,320.00	\$10.50	\$1,260.00	\$40.00	\$4,800.00
P24-B	2" CONDUIT (ALLOWANCE)	0.16	LS	\$2,500.00	\$400.00	\$2,500.00	\$400.00	\$2,500.00	\$400.00	\$2,500.00	\$400.00
P25-B	GATE REPLACEMENT (ALLOWANCE)	1.00	EA	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
U01-B	REMOVE EXISTING SANITARY SEWER CLEANOUT	2	EA	\$330.00	\$660.00	\$200.00	\$400.00	\$265.00	\$530.00	\$200.00	\$400.00
U02-B	ADJUST EXISTING GAS MANHOLE TO FINISHED GRADE	0	EA	\$550.00	\$0.00	\$0.00	\$0.00	\$275.00	\$0.00	\$1,550.00	\$0.00
U03-B	ADJUST EXISTING SANITARY SEWER MANHOLE TO FINISHED GRADE	1	EA	\$550.00	\$550.00	\$2,500.00	\$2,500.00	\$1,525.00	\$1,525.00	\$2,500.00	\$2,500.00
U04-B	ADJUST EXISTING WATER/IRRIGATION VALVE TO FINISHED GRADE	1	EA	\$550.00	\$550.00	\$900.00	\$900.00	\$725.00	\$725.00	\$1,500.00	\$1,500.00
U05-B	REHABILITATE 8" DR 11 HDPE WATER LINE (PIPE BURSTING)	465	LF	\$205.71	\$95,655.15	\$185.00	\$86,025.00	\$195.36	\$90,840.08	\$250.00	\$116,250.00
U06-B	8" DR 11 HDPE WATER LINE (OPEN CUT)	30	LF	\$199.10	\$5,973.00	\$260.00	\$7,800.00	\$229.55	\$6,886.50	\$150.00	\$4,500.00
U07-B	WATER SERVICE RE-CONNECTIONS (INCLUDES WATER METER BOXES)	38	EA	\$2,200.00	\$83,600.00	\$3,400.00	\$129,200.00	\$2,800.00	\$106,400.00	\$2,000.00	\$76,000.00
U08-B	FIRE HYDRANT ASSEMBLY (INCLUDES LEAD/GATE VALVE)	0	EA	\$11,660.00	\$0.00	\$0.00	\$0.00	\$5,830.00	\$0.00	\$12,000.00	\$0.00
U09-B	DUCTILE IRON MJ FITTINGS	0.00	TON	\$23,100.00	\$0.00	\$0.00	\$0.00	\$11,550.00	\$0.00	\$20,000.00	\$0.00
U10-B	8" GATE VALVE	1	EA	\$3,630.00	\$3,630.00	\$4,500.00	\$4,500.00	\$4,065.00	\$4,065.00	\$4,500.00	\$4,500.00
U11-B	REHABILITATE 8" DR 17 HDPE SANITARY SEWER (PIPE BURSTING)	470	LF	\$146.31	\$68,765.70	\$140.00	\$65,800.00	\$143.16	\$67,282.85	\$150.00	\$70,500.00
U12-B	8" DR 17 HDPE SANITARY SEWER (OPEN CUT)	30	LF	\$143.00	\$4,290.00	\$200.00	\$6,000.00	\$171.50	\$5,145.00	\$160.00	\$4,800.00
U13-B	4" SANITARY SEWER SERVICE RE-CONNECTIONS	19	EA	\$1,650.00	\$31,350.00	\$2,900.00	\$55,100.00	\$2,275.00	\$43,225.00	\$1,500.00	\$28,500.00
U14-B	SANITARY SEWER ACCESS POINT	2	EA	\$3,300.00	\$6,600.00	\$7,500.00	\$15,000.00	\$5,400.00	\$10,800.00	\$7,500.00	\$15,000.00
U15-B	SANITARY SEWER MAIN CLEANOUT	0	EA	\$2,200.00	\$0.00	\$0.00	\$0.00	\$1,100.00	\$0.00	\$3,000.00	\$0.00
U16-B	TRENCH SAFETY	60	LF	\$8.80	\$528.00	\$2.00	\$120.00	\$5.40	\$324.00	\$5.00	\$300.00
AMOUNT BID - BASE BID B					\$512,420.50		\$552,625.00		\$532,522.75		\$539,075.00

Owner: Town of Highland Park (Bid No. 2025-20-022-4506-01)				BIDDER 1		BIDDER 2		AVERAGE		ENGINEER'S ESTIMATE	
Job No.: 064474801				Axis Contracting, Inc. P.O. Box 360715 Dallas, TX 75336		Douglas Dailey Construction LLC 2005 Bluff Springs Rd Ferris, TX 75125				Kimley-Horn and Associates, Inc. 225 E. John W. Carpenter, Suite 1100 Irving, TX 75062	
Project: 2024 Alley Rehabilitation											
Date: June 9, 2025											
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
BASE BID C											
P01-C	MOBILIZATION	0.16	LS	\$270,000.00	\$43,200.00	\$25,000.00	\$4,000.00	\$147,500.00	\$23,600.00	\$170,000.00	\$27,200.00
P02-C	GENERAL SITE PREPARATION	0.20	AC	\$81,568.55	\$16,313.71	\$10,000.00	\$2,000.00	\$45,784.28	\$9,156.86	\$62,500.00	\$12,500.00
P03-C	STORM WATER POLLUTION PREVENTION PLAN	0.16	LS	\$7,596.88	\$1,215.50	\$8,000.00	\$1,280.00	\$7,798.44	\$1,247.75	\$15,000.00	\$2,400.00
P04-C	BARRICADES, SIGNS, AND TRAFFIC HANDLING	0.16	LS	\$17,027.75	\$2,724.44	\$25,000.00	\$4,000.00	\$21,013.88	\$3,362.22	\$35,000.00	\$5,600.00
P05-C	UNCLASSIFIED EXCAVATION (ROADWAY)	33	CY	\$200.00	\$6,600.00	\$200.00	\$6,600.00	\$200.00	\$6,600.00	\$125.00	\$4,125.00
P06-C	EMBANKMENT (ROADWAY) (DENSITY CONTROL) (TY D)	1	CY	\$200.00	\$200.00	\$500.00	\$500.00	\$350.00	\$350.00	\$200.00	\$200.00
P07-C	REMOVE CONCRETE PAVEMENT (ANY DEPTH) (INCLUDING PAVERS)	685	SY	\$18.00	\$12,330.00	\$6.00	\$4,110.00	\$12.00	\$8,220.00	\$20.00	\$13,700.00
P08-C	REMOVE CONCRETE SIDEWALKS OR RAMPS	0	SY	\$20.00	\$0.00	\$0.00	\$0.00	\$10.00	\$0.00	\$10.00	\$0.00
P09-C	D-GR HMA(SQ) TY-D PG64-22 (ALLOWANCE)	1	TON	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00
P10-C	6" COMPACTED SUBGRADE	545	SY	\$15.00	\$8,175.00	\$20.00	\$10,900.00	\$17.50	\$9,537.50	\$20.00	\$10,900.00
P11-C	ALLEY REINFORCED CONCRETE PAVEMENT (CL P1 OR P2)	545	SY	\$125.00	\$68,125.00	\$160.00	\$87,200.00	\$142.50	\$77,662.50	\$125.00	\$68,125.00
P12-C	CONCRETE DRIVEWAY (CL P1 OR P2)	140	SY	\$135.00	\$18,900.00	\$180.00	\$25,200.00	\$157.50	\$22,050.00	\$135.00	\$18,900.00
P13-C	4" REINFORCED CONCRETE SIDEWALK (CL A)	0	SF	\$25.00	\$0.00	\$0.00	\$0.00	\$12.50	\$0.00	\$15.00	\$0.00
P14-C	REFL PAV MRK TY 1 (Y) CURB (90MIL)	0	LF	\$312.40	\$0.00	\$0.00	\$0.00	\$156.20	\$0.00	\$80.00	\$0.00
P15-C	TREE PROTECTION (INSTALL/MAINTAIN/REMOVE)	11	EA	\$500.00	\$5,500.00	\$750.00	\$8,250.00	\$625.00	\$6,875.00	\$500.00	\$5,500.00
P16-C	LANDSCAPE ADJUSTMENTS & RESTORATION (PRIVATE) (ALLOWANCE)	0.16	LS	\$20,000.00	\$3,200.00	\$20,000.00	\$3,200.00	\$20,000.00	\$3,200.00	\$20,000.00	\$3,200.00
P17-C	LEAD WALKS/TRASH RECEPTACLE PADS	0	SF	\$100.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00	\$50.00	\$0.00
P18-C	ADJUST LANDSCAPE DRAIN	7	EA	\$300.00	\$2,100.00	\$450.00	\$3,150.00	\$375.00	\$2,625.00	\$1,550.00	\$10,850.00
P19-C	TOPSOIL (4")	100	SY	\$25.00	\$2,500.00	\$20.00	\$2,000.00	\$22.50	\$2,250.00	\$20.00	\$2,000.00
P20-C	BLOCK SOD	100	SY	\$50.00	\$5,000.00	\$40.00	\$4,000.00	\$45.00	\$4,500.00	\$25.00	\$2,500.00
P21-C	SEED	100	SY	\$20.00	\$2,000.00	\$10.00	\$1,000.00	\$15.00	\$1,500.00	\$15.00	\$1,500.00
P22-C	TURF	90	SF	\$10.00	\$900.00	\$28.00	\$2,520.00	\$19.00	\$1,710.00	\$50.00	\$4,500.00
P23-C	GRAVEL	200	SF	\$10.00	\$2,000.00	\$11.00	\$2,200.00	\$10.50	\$2,100.00	\$40.00	\$8,000.00
P24-C	2" CONDUIT (ALLOWANCE)	0.16	LS	\$2,500.00	\$400.00	\$2,500.00	\$400.00	\$2,500.00	\$400.00	\$2,500.00	\$400.00
P25-C	GATE REPLACEMENT (ALLOWANCE)	1.00	EA	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
U01-C	REMOVE EXISTING SANITARY SEWER CLEANOUT	2	EA	\$330.00	\$660.00	\$200.00	\$400.00	\$265.00	\$530.00	\$200.00	\$400.00
U02-C	ADJUST EXISTING GAS MANHOLE TO FINISHED GRADE	0	EA	\$550.00	\$0.00	\$0.00	\$0.00	\$275.00	\$0.00	\$1,550.00	\$0.00
U03-C	ADJUST EXISTING SANITARY SEWER MANHOLE TO FINISHED GRADE	1	EA	\$550.00	\$550.00	\$1,500.00	\$1,500.00	\$1,025.00	\$1,025.00	\$2,500.00	\$2,500.00
U04-C	ADJUST EXISTING WATER/IRRIGATION VALVE TO FINISHED GRADE	0	EA	\$550.00	\$0.00	\$0.00	\$0.00	\$275.00	\$0.00	\$1,500.00	\$0.00
U05-C	REHABILITATE 8" DR 11 HDPE WATER LINE (PIPE BURSTING)	450	LF	\$205.71	\$92,569.50	\$185.00	\$83,250.00	\$195.36	\$87,909.75	\$250.00	\$112,500.00
U06-C	8" DR 11 HDPE WATER LINE (OPEN CUT)	30	LF	\$199.10	\$5,973.00	\$260.00	\$7,800.00	\$229.55	\$6,886.50	\$150.00	\$4,500.00
U07-C	WATER SERVICE RE-CONNECTIONS (INCLUDES WATER METER BOXES)	38	EA	\$2,200.00	\$83,600.00	\$3,400.00	\$129,200.00	\$2,800.00	\$106,400.00	\$2,000.00	\$76,000.00
U08-C	FIRE HYDRANT ASSEMBLY (INCLUDES LEAD/GATE VALVE)	0	EA	\$11,660.00	\$0.00	\$0.00	\$0.00	\$5,830.00	\$0.00	\$12,000.00	\$0.00
U09-C	DUCTILE IRON MJ FITTINGS	0.00	TON	\$23,100.00	\$0.00	\$0.00	\$0.00	\$11,550.00	\$0.00	\$20,000.00	\$0.00
U10-C	8" GATE VALVE	0	EA	\$3,630.00	\$0.00	\$0.00	\$0.00	\$1,815.00	\$0.00	\$4,500.00	\$0.00
U11-C	REHABILITATE 8" DR 17 HDPE SANITARY SEWER (PIPE BURSTING)	445	LF	\$146.31	\$65,107.95	\$140.00	\$62,300.00	\$143.16	\$63,703.98	\$150.00	\$66,750.00
U12-C	8" DR 17 HDPE SANITARY SEWER (OPEN CUT)	30	LF	\$143.00	\$4,290.00	\$200.00	\$6,000.00	\$171.50	\$5,145.00	\$160.00	\$4,800.00
U13-C	4" SANITARY SEWER SERVICE RE-CONNECTIONS	19	EA	\$1,650.00	\$31,350.00	\$2,900.00	\$55,100.00	\$2,275.00	\$43,225.00	\$1,500.00	\$28,500.00
U14-C	SANITARY SEWER ACCESS POINT	1	EA	\$3,300.00	\$3,300.00	\$7,500.00	\$7,500.00	\$5,400.00	\$5,400.00	\$7,500.00	\$7,500.00
U15-C	SANITARY SEWER MAIN CLEANOUT	1	EA	\$2,200.00	\$2,200.00	\$7,500.00	\$7,500.00	\$4,850.00	\$4,850.00	\$3,000.00	\$3,000.00
U16-C	TRENCH SAFETY	60	LF	\$8.80	\$528.00	\$2.00	\$120.00	\$5.40	\$324.00	\$5.00	\$300.00
AMOUNT BID - BASE BID C					\$492,812.10		\$534,480.00		\$513,646.05		\$510,150.00

Owner: Town of Highland Park (Bid No. 2025-20-022-4506-01)				BIDDER 1		BIDDER 2		AVERAGE		ENGINEER'S ESTIMATE	
Job No.: 064474801				Axis Contracting, Inc. P.O. Box 360715 Dallas, TX 75336		Douglas Dailey Construction LLC 2005 Bluff Springs Rd Ferris, TX 75125				Kimley-Horn and Associates, Inc. 225 E. John W. Carpenter, Suite 1100 Irving, TX 75062	
Project: 2024 Alley Rehabilitation											
Date: June 9, 2025											
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
BASE BID D											
P01-D	MOBILIZATION	0.16	LS	\$270,000.00	\$43,200.00	\$25,000.00	\$4,000.00	\$147,500.00	\$23,600.00	\$170,000.00	\$27,200.00
P02-D	GENERAL SITE PREPARATION	0.20	AC	\$81,568.55	\$16,313.71	\$10,000.00	\$2,000.00	\$45,784.28	\$9,156.86	\$62,500.00	\$12,500.00
P03-D	STORM WATER POLLUTION PREVENTION PLAN	0.16	LS	\$7,596.88	\$1,215.50	\$8,000.00	\$1,280.00	\$7,798.44	\$1,247.75	\$15,000.00	\$2,400.00
P04-D	BARRICADES, SIGNS, AND TRAFFIC HANDLING	0.16	LS	\$17,027.75	\$2,724.44	\$25,000.00	\$4,000.00	\$21,013.88	\$3,362.22	\$35,000.00	\$5,600.00
P05-D	UNCLASSIFIED EXCAVATION (ROADWAY)	17	CY	\$200.00	\$3,400.00	\$200.00	\$3,400.00	\$200.00	\$3,400.00	\$125.00	\$2,125.00
P06-D	EMBANKMENT (ROADWAY) (DENSITY CONTROL) (TY D)	7	CY	\$200.00	\$1,400.00	\$500.00	\$3,500.00	\$350.00	\$2,450.00	\$200.00	\$1,400.00
P07-D	REMOVE CONCRETE PAVEMENT (ANY DEPTH) (INCLUDING PAVERS)	715	SY	\$18.00	\$12,870.00	\$6.00	\$4,290.00	\$12.00	\$8,580.00	\$20.00	\$14,300.00
P08-D	REMOVE CONCRETE SIDEWALKS OR RAMPS	15	SY	\$20.00	\$300.00	\$125.00	\$1,875.00	\$72.50	\$1,087.50	\$10.00	\$150.00
P09-D	D-GR HMA(SQ) TY-D PG64-22 (ALLOWANCE)	0	TON	\$800.00	\$0.00	\$800.00	\$0.00	\$800.00	\$0.00	\$800.00	\$0.00
P10-D	6" COMPACTED SUBGRADE	610	SY	\$15.00	\$9,150.00	\$20.00	\$12,200.00	\$17.50	\$10,675.00	\$20.00	\$12,200.00
P11-D	ALLEY REINFORCED CONCRETE PAVEMENT (CL P1 OR P2)	610	SY	\$125.00	\$76,250.00	\$160.00	\$97,600.00	\$142.50	\$86,925.00	\$125.00	\$76,250.00
P12-D	CONCRETE DRIVEWAY (CL P1 OR P2)	110	SY	\$135.00	\$14,850.00	\$180.00	\$19,800.00	\$157.50	\$17,325.00	\$135.00	\$14,850.00
P13-D	4" REINFORCED CONCRETE SIDEWALK (CL A)	105	SF	\$25.00	\$2,625.00	\$25.00	\$2,625.00	\$25.00	\$2,625.00	\$15.00	\$1,575.00
P14-D	REFL PAV MRK TY 1 (Y) CURB (90MIL)	10	LF	\$312.40	\$3,124.00	\$40.00	\$400.00	\$176.20	\$1,762.00	\$80.00	\$800.00
P15-D	TREE PROTECTION (INSTALL/MAINTAIN/REMOVE)	4	EA	\$500.00	\$2,000.00	\$750.00	\$3,000.00	\$625.00	\$2,500.00	\$500.00	\$2,000.00
P16-D	LANDSCAPE ADJUSTMENTS & RESTORATION (PRIVATE) (ALLOWANCE)	0.16	LS	\$20,000.00	\$3,200.00	\$20,000.00	\$3,200.00	\$20,000.00	\$3,200.00	\$20,000.00	\$3,200.00
P17-D	LEAD WALKS/TRASH RECEPTACLE PADS	20	SF	\$100.00	\$2,000.00	\$45.00	\$900.00	\$72.50	\$1,450.00	\$50.00	\$1,000.00
P18-D	ADJUST LANDSCAPE DRAIN	3	EA	\$300.00	\$900.00	\$250.00	\$750.00	\$275.00	\$825.00	\$1,550.00	\$4,650.00
P19-D	TOPSOIL (4")	125	SY	\$25.00	\$3,125.00	\$20.00	\$2,500.00	\$22.50	\$2,812.50	\$20.00	\$2,500.00
P20-D	BLOCK SOD	125	SY	\$50.00	\$6,250.00	\$40.00	\$5,000.00	\$45.00	\$5,625.00	\$25.00	\$3,125.00
P21-D	SEED	125	SY	\$20.00	\$2,500.00	\$10.00	\$1,250.00	\$15.00	\$1,875.00	\$15.00	\$1,875.00
P22-D	TURF	0	SF	\$10.00	\$0.00	\$0.00	\$0.00	\$5.00	\$0.00	\$50.00	\$0.00
P23-D	GRAVEL	595	SF	\$10.00	\$5,950.00	\$11.00	\$6,545.00	\$10.50	\$6,247.50	\$40.00	\$23,800.00
P24-D	2" CONDUIT (ALLOWANCE)	0.16	LS	\$2,500.00	\$400.00	\$2,500.00	\$400.00	\$2,500.00	\$400.00	\$2,500.00	\$400.00
P25-D	GATE REPLACEMENT (ALLOWANCE)	1.00	EA	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
U01-D	REMOVE EXISTING SANITARY SEWER CLEANOUT	2	EA	\$330.00	\$660.00	\$200.00	\$400.00	\$265.00	\$530.00	\$200.00	\$400.00
U02-D	ADJUST EXISTING GAS MANHOLE TO FINISHED GRADE	0	EA	\$550.00	\$0.00	\$0.00	\$0.00	\$275.00	\$0.00	\$1,550.00	\$0.00
U03-D	ADJUST EXISTING SANITARY SEWER MANHOLE TO FINISHED GRADE	0	EA	\$550.00	\$0.00	\$0.00	\$0.00	\$275.00	\$0.00	\$2,500.00	\$0.00
U04-D	ADJUST EXISTING WATER/IRRIGATION VALVE TO FINISHED GRADE	0	EA	\$550.00	\$0.00	\$0.00	\$0.00	\$275.00	\$0.00	\$1,500.00	\$0.00
U05-D	REHABILITATE 8" DR 11 HDPE WATER LINE (PIPE BURSTING)	515	LF	\$205.71	\$105,940.65	\$185.00	\$95,275.00	\$195.36	\$100,607.83	\$250.00	\$128,750.00
U06-D	8" DR 11 HDPE WATER LINE (OPEN CUT)	30	LF	\$199.10	\$5,973.00	\$260.00	\$7,800.00	\$229.55	\$6,886.50	\$150.00	\$4,500.00
U07-D	WATER SERVICE RE-CONNECTIONS (INCLUDES WATER METER BOXES)	32	EA	\$2,200.00	\$70,400.00	\$3,400.00	\$108,800.00	\$2,800.00	\$89,600.00	\$2,000.00	\$64,000.00
U08-D	FIRE HYDRANT ASSEMBLY (INCLUDES LEAD/GATE VALVE)	1	EA	\$11,660.00	\$11,660.00	\$10,200.00	\$10,200.00	\$10,930.00	\$10,930.00	\$12,000.00	\$12,000.00
U09-D	DUCTILE IRON MJ FITTINGS	0.07	TON	\$27,500.00	\$1,925.00	\$1,000.00	\$70.00	\$14,250.00	\$997.50	\$20,000.00	\$1,400.00
U10-D	8" GATE VALVE	1	EA	\$3,630.00	\$3,630.00	\$4,500.00	\$4,500.00	\$4,065.00	\$4,065.00	\$4,500.00	\$4,500.00
U11-D	REHABILITATE 8" DR 17 HDPE SANITARY SEWER (PIPE BURSTING)	460	LF	\$146.31	\$67,302.60	\$140.00	\$64,400.00	\$143.16	\$65,851.30	\$150.00	\$69,000.00
U12-D	8" DR 17 HDPE SANITARY SEWER (OPEN CUT)	30	LF	\$143.00	\$4,290.00	\$200.00	\$6,000.00	\$171.50	\$5,145.00	\$160.00	\$4,800.00
U13-D	4" SANITARY SEWER SERVICE RE-CONNECTIONS	16	EA	\$1,650.00	\$26,400.00	\$2,900.00	\$46,400.00	\$2,275.00	\$36,400.00	\$1,500.00	\$24,000.00
U14-D	SANITARY SEWER ACCESS POINT	1	EA	\$3,300.00	\$3,300.00	\$7,500.00	\$7,500.00	\$5,400.00	\$5,400.00	\$7,500.00	\$7,500.00
U15-D	SANITARY SEWER MAIN CLEANOUT	1	EA	\$2,200.00	\$2,200.00	\$7,500.00	\$7,500.00	\$4,850.00	\$4,850.00	\$3,000.00	\$3,000.00
U16-D	TRENCH SAFETY	60	LF	\$8.80	\$528.00	\$2.00	\$120.00	\$5.40	\$324.00	\$5.00	\$300.00
AMOUNT BID - BASE BID D					\$518,456.90		\$539,980.00		\$529,218.45		\$538,550.00

Owner: Town of Highland Park (Bid No. 2025-20-022-4506-01)				BIDDER 1		BIDDER 2		AVERAGE		ENGINEER'S ESTIMATE	
Job No.: 064474801				Axis Contracting, Inc. P.O. Box 360715 Dallas, TX 75336		Douglas Dailey Construction LLC 2005 Bluff Springs Rd Ferris, TX 75125				Kimley-Horn and Associates, Inc. 225 E. John W. Carpenter, Suite 1100 Irving, TX 75062	
Project: 2024 Alley Rehabilitation											
Date: June 9, 2025											
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
BASE BID E											
P01-E	MOBILIZATION	0.16	LS	\$270,000.00	\$43,200.00	\$25,000.00	\$4,000.00	\$147,500.00	\$23,600.00	\$170,000.00	\$27,200.00
P02-E	GENERAL SITE PREPARATION	0.20	AC	\$81,568.55	\$16,313.71	\$10,000.00	\$2,000.00	\$45,784.28	\$9,156.86	\$62,500.00	\$12,500.00
P03-E	STORM WATER POLLUTION PREVENTION PLAN	0.16	LS	\$7,596.88	\$1,215.50	\$8,000.00	\$1,280.00	\$7,798.44	\$1,247.75	\$15,000.00	\$2,400.00
P04-E	BARRICADES, SIGNS, AND TRAFFIC HANDLING	0.16	LS	\$17,027.75	\$2,724.44	\$25,000.00	\$4,000.00	\$21,013.88	\$3,362.22	\$35,000.00	\$5,600.00
P05-E	UNCLASSIFIED EXCAVATION (ROADWAY)	24	CY	\$200.00	\$4,800.00	\$200.00	\$4,800.00	\$200.00	\$4,800.00	\$125.00	\$3,000.00
P06-E	EMBANKMENT (ROADWAY) (DENSITY CONTROL) (TY D)	2	CY	\$200.00	\$400.00	\$500.00	\$1,000.00	\$350.00	\$700.00	\$200.00	\$400.00
P07-E	REMOVE CONCRETE PAVEMENT (ANY DEPTH) (INCLUDING PAVERS)	715	SY	\$18.00	\$12,870.00	\$6.00	\$4,290.00	\$12.00	\$8,580.00	\$20.00	\$14,300.00
P08-E	REMOVE CONCRETE SIDEWALKS OR RAMPS	0	SY	\$20.00	\$0.00	\$0.00	\$0.00	\$10.00	\$0.00	\$10.00	\$0.00
P09-E	D-GR HMA(SQ) TY-D PG64-22 (ALLOWANCE)	0	TON	\$800.00	\$0.00	\$800.00	\$0.00	\$800.00	\$0.00	\$800.00	\$0.00
P10-E	6" COMPACTED SUBGRADE	555	SY	\$15.00	\$8,325.00	\$20.00	\$11,100.00	\$17.50	\$9,712.50	\$20.00	\$11,100.00
P11-E	ALLEY REINFORCED CONCRETE PAVEMENT (CL P1 OR P2)	555	SY	\$125.00	\$69,375.00	\$160.00	\$88,800.00	\$142.50	\$79,087.50	\$125.00	\$69,375.00
P12-E	CONCRETE DRIVEWAY (CL P1 OR P2)	165	SY	\$135.00	\$22,275.00	\$180.00	\$29,700.00	\$157.50	\$25,987.50	\$135.00	\$22,275.00
P13-E	4" REINFORCED CONCRETE SIDEWALK (CL A)	0	SF	\$25.00	\$0.00	\$0.00	\$0.00	\$12.50	\$0.00	\$15.00	\$0.00
P14-E	REFL PAV MRK TY 1 (Y) CURB (90MIL)	0	LF	\$312.40	\$0.00	\$0.00	\$0.00	\$156.20	\$0.00	\$80.00	\$0.00
P15-E	TREE PROTECTION (INSTALL/MAINTAIN/REMOVE)	3	EA	\$500.00	\$1,500.00	\$750.00	\$2,250.00	\$625.00	\$1,875.00	\$500.00	\$1,500.00
P16-E	LANDSCAPE ADJUSTMENTS & RESTORATION (PRIVATE) (ALLOWANCE)	0.16	LS	\$20,000.00	\$3,200.00	\$20,000.00	\$3,200.00	\$20,000.00	\$3,200.00	\$20,000.00	\$3,200.00
P17-E	LEAD WALKS/TRASH RECEPTACLE PADS	0	SF	\$100.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00	\$50.00	\$0.00
P18-E	ADJUST LANDSCAPE DRAIN	4	EA	\$1,200.00	\$4,800.00	\$250.00	\$1,000.00	\$725.00	\$2,900.00	\$1,550.00	\$6,200.00
P19-E	TOPSOIL (4")	85	SY	\$25.00	\$2,125.00	\$20.00	\$1,700.00	\$22.50	\$1,912.50	\$20.00	\$1,700.00
P20-E	BLOCK SOD	85	SY	\$50.00	\$4,250.00	\$40.00	\$3,400.00	\$45.00	\$3,825.00	\$25.00	\$2,125.00
P21-E	SEED	85	SY	\$20.00	\$1,700.00	\$10.00	\$850.00	\$15.00	\$1,275.00	\$15.00	\$1,275.00
P22-E	TURF	0	SF	\$10.00	\$0.00	\$0.00	\$0.00	\$5.00	\$0.00	\$50.00	\$0.00
P23-E	GRAVEL	255	SF	\$10.00	\$2,550.00	\$11.00	\$2,805.00	\$10.50	\$2,677.50	\$40.00	\$10,200.00
P24-E	2" CONDUIT (ALLOWANCE)	0.16	LS	\$2,500.00	\$400.00	\$2,500.00	\$400.00	\$2,500.00	\$400.00	\$2,500.00	\$400.00
P25-E	GATE REPLACEMENT (ALLOWANCE)	1.00	EA	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
U01-E	REMOVE EXISTING SANITARY SEWER CLEANOUT	1	EA	\$330.00	\$330.00	\$200.00	\$200.00	\$265.00	\$265.00	\$200.00	\$200.00
U02-E	ADJUST EXISTING GAS MANHOLE TO FINISHED GRADE	0	EA	\$550.00	\$0.00	\$0.00	\$0.00	\$275.00	\$0.00	\$1,550.00	\$0.00
U03-E	ADJUST EXISTING SANITARY SEWER MANHOLE TO FINISHED GRADE	1	EA	\$550.00	\$550.00	\$2,500.00	\$2,500.00	\$1,525.00	\$1,525.00	\$2,500.00	\$2,500.00
U04-E	ADJUST EXISTING WATER/IRRIGATION VALVE TO FINISHED GRADE	0	EA	\$550.00	\$0.00	\$0.00	\$0.00	\$275.00	\$0.00	\$1,500.00	\$0.00
U05-E	REHABILITATE 8" DR 11 HDPE WATER LINE (PIPE BURSTING)	460	LF	\$205.71	\$94,626.60	\$185.00	\$85,100.00	\$195.36	\$89,863.30	\$250.00	\$115,000.00
U06-E	8" DR 11 HDPE WATER LINE (OPEN CUT)	30	LF	\$199.10	\$5,973.00	\$240.00	\$7,200.00	\$219.55	\$6,586.50	\$150.00	\$4,500.00
U07-E	WATER SERVICE RE-CONNECTIONS (INCLUDES WATER METER BOXES)	38	EA	\$2,200.00	\$83,600.00	\$3,400.00	\$129,200.00	\$2,800.00	\$106,400.00	\$2,000.00	\$76,000.00
U08-E	FIRE HYDRANT ASSEMBLY (INCLUDES LEAD/GATE VALVE)	0	EA	\$11,660.00	\$0.00	\$0.00	\$0.00	\$5,830.00	\$0.00	\$12,000.00	\$0.00
U09-E	DUCTILE IRON MJ FITTINGS	0.00	TON	\$27,500.00	\$0.00	\$0.00	\$0.00	\$13,750.00	\$0.00	\$20,000.00	\$0.00
U10-E	8" GATE VALVE	1	EA	\$3,630.00	\$3,630.00	\$4,500.00	\$4,500.00	\$4,065.00	\$4,065.00	\$4,500.00	\$4,500.00
U11-E	REHABILITATE 8" DR 17 HDPE SANITARY SEWER (PIPE BURSTING)	470	LF	\$146.31	\$68,765.70	\$140.00	\$65,800.00	\$143.16	\$67,282.85	\$150.00	\$70,500.00
U12-E	8" DR 17 HDPE SANITARY SEWER (OPEN CUT)	30	LF	\$143.00	\$4,290.00	\$200.00	\$6,000.00	\$171.50	\$5,145.00	\$160.00	\$4,800.00
U13-E	4" SANITARY SEWER SERVICE RE-CONNECTIONS	19	EA	\$1,650.00	\$31,350.00	\$2,900.00	\$55,100.00	\$2,275.00	\$43,225.00	\$1,500.00	\$28,500.00
U14-E	SANITARY SEWER ACCESS POINT	1	EA	\$3,300.00	\$3,300.00	\$4,500.00	\$4,500.00	\$3,900.00	\$3,900.00	\$7,500.00	\$7,500.00
U15-E	SANITARY SEWER MAIN CLEANOUT	0	EA	\$2,200.00	\$0.00	\$0.00	\$0.00	\$1,100.00	\$0.00	\$3,000.00	\$0.00
U16-E	TRENCH SAFETY	60	LF	\$8.80	\$528.00	\$2.00	\$120.00	\$5.40	\$324.00	\$5.00	\$300.00
AMOUNT BID - BASE BID E					\$499,466.95		\$527,295.00		\$513,380.98		\$509,550.00

Owner: Town of Highland Park (Bid No. 2025-20-022-4506-01)				BIDDER 1		BIDDER 2		AVERAGE		ENGINEER'S ESTIMATE	
Job No.: 064474801				Axis Contracting, Inc. P.O. Box 360715 Dallas, TX 75336		Douglas Dailey Construction LLC 2005 Bluff Springs Rd Ferris, TX 75125				Kimley-Horn and Associates, Inc. 225 E. John W. Carpenter, Suite 1100 Irving, TX 75062	
Project: 2024 Alley Rehabilitation											
Date: June 9, 2025											
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
BASE BID F											
P01-F	MOBILIZATION	0.16	LS	\$270,000.00	\$43,200.00	\$25,000.00	\$4,000.00	\$147,500.00	\$23,600.00	\$170,000.00	\$27,200.00
P02-F	GENERAL SITE PREPARATION	0.20	AC	\$81,568.55	\$16,313.71	\$20,000.00	\$4,000.00	\$50,784.28	\$10,156.86	\$62,500.00	\$12,500.00
P03-F	STORM WATER POLLUTION PREVENTION PLAN	0.16	LS	\$7,596.88	\$1,215.50	\$8,000.00	\$1,280.00	\$7,798.44	\$1,247.75	\$15,000.00	\$2,400.00
P04-F	BARRICADES, SIGNS, AND TRAFFIC HANDLING	0	LS	\$17,027.75	\$2,724.44	\$20,000.00	\$3,200.00	\$18,513.88	\$2,962.22	\$35,000.00	\$5,600.00
P05-F	UNCLASSIFIED EXCAVATION (ROADWAY)	17	CY	\$200.00	\$3,400.00	\$200.00	\$3,400.00	\$200.00	\$3,400.00	\$125.00	\$2,125.00
P06-F	EMBANKMENT (ROADWAY) (DENSITY CONTROL) (TY D)	6.00	CY	\$200.00	\$1,200.00	\$500.00	\$3,000.00	\$350.00	\$2,100.00	\$200.00	\$1,200.00
P07-F	REMOVE CONCRETE PAVEMENT (ANY DEPTH) (INCLUDING PAVERS)	730.00	SY	\$18.00	\$13,140.00	\$6.00	\$4,380.00	\$12.00	\$8,760.00	\$20.00	\$14,600.00
P08-F	REMOVE CONCRETE SIDEWALKS OR RAMPS	0.00	SY	\$20.00	\$0.00	\$0.00	\$0.00	\$10.00	\$0.00	\$10.00	\$0.00
P09-F	D-GR HMA(SQ) TY-D PG64-22 (ALLOWANCE)	0.00	TON	\$800.00	\$0.00	\$800.00	\$0.00	\$800.00	\$0.00	\$800.00	\$0.00
P10-F	6" COMPACTED SUBGRADE	540	SY	\$15.00	\$8,100.00	\$20.00	\$10,800.00	\$17.50	\$9,450.00	\$20.00	\$10,800.00
P11-F	ALLEY REINFORCED CONCRETE PAVEMENT (CL P1 OR P2)	540	SY	\$125.00	\$67,500.00	\$160.00	\$86,400.00	\$142.50	\$76,950.00	\$125.00	\$67,500.00
P12-F	CONCRETE DRIVEWAY (CL P1 OR P2)	190.00	SY	\$135.00	\$25,650.00	\$180.00	\$34,200.00	\$157.50	\$29,925.00	\$135.00	\$25,650.00
P13-F	4" REINFORCED CONCRETE SIDEWALK (CL A)	0.00	SF	\$15.00	\$0.00	\$0.00	\$0.00	\$7.50	\$0.00	\$15.00	\$0.00
P14-F	REFL PAV MRK TY 1 (Y) CURB (90MIL)	0.00	LF	\$312.40	\$0.00	\$0.00	\$0.00	\$156.20	\$0.00	\$80.00	\$0.00
P15-F	TREE PROTECTION (INSTALL/MAINTAIN/REMOVE)	3.00	EA	\$500.00	\$1,500.00	\$750.00	\$2,250.00	\$625.00	\$1,875.00	\$500.00	\$1,500.00
P16-F	LANDSCAPE ADJUSTMENTS & RESTORATION (PRIVATE) (ALLOWANCE)	0	LS	\$20,000.00	\$3,200.00	\$20,000.00	\$3,200.00	\$20,000.00	\$3,200.00	\$20,000.00	\$3,200.00
P17-F	LEAD WALKS/TRASH RECEPTACLE PADS	25	SF	\$100.00	\$2,500.00	\$45.00	\$1,125.00	\$72.50	\$1,812.50	\$50.00	\$1,250.00
P18-F	ADJUST LANDSCAPE DRAIN	5.00	EA	\$300.00	\$1,500.00	\$250.00	\$1,250.00	\$275.00	\$1,375.00	\$1,550.00	\$7,750.00
P19-F	TOPSOIL (4")	60.00	SY	\$25.00	\$1,500.00	\$20.00	\$1,200.00	\$22.50	\$1,350.00	\$20.00	\$1,200.00
P20-F	BLOCK SOD	60.00	SY	\$50.00	\$3,000.00	\$40.00	\$2,400.00	\$45.00	\$2,700.00	\$25.00	\$1,500.00
P21-F	SEED	60.00	SY	\$20.00	\$1,200.00	\$10.00	\$600.00	\$15.00	\$900.00	\$15.00	\$900.00
P22-F	TURF	0	SF	\$10.00	\$0.00	\$0.00	\$0.00	\$5.00	\$0.00	\$50.00	\$0.00
P23-F	GRAVEL	145	SF	\$10.00	\$1,450.00	\$11.00	\$1,595.00	\$10.50	\$1,522.50	\$40.00	\$5,800.00
P24-F	2" CONDUIT (ALLOWANCE)	0.16	LS	\$2,500.00	\$400.00	\$2,500.00	\$400.00	\$2,500.00	\$400.00	\$2,500.00	\$400.00
P25-F	GATE REPLACEMENT (ALLOWANCE)	1.00	EA	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
U01-F	REMOVE EXISTING SANITARY SEWER CLEANOUT	2	EA	\$330.00	\$660.00	\$200.00	\$400.00	\$265.00	\$530.00	\$200.00	\$400.00
U02-F	ADJUST EXISTING GAS MANHOLE TO FINISHED GRADE	0	EA	\$550.00	\$0.00	\$0.00	\$0.00	\$275.00	\$0.00	\$1,550.00	\$0.00
U03-F	ADJUST EXISTING SANITARY SEWER MANHOLE TO FINISHED GRADE	0	EA	\$550.00	\$0.00	\$0.00	\$0.00	\$275.00	\$0.00	\$2,500.00	\$0.00
U04-F	ADJUST EXISTING WATER/IRRIGATION VALVE TO FINISHED GRADE	0	EA	\$550.00	\$0.00	\$0.00	\$0.00	\$275.00	\$0.00	\$1,500.00	\$0.00
U05-F	REHABILITATE 8" DR 11 HDPE WATER LINE (PIPE BURSTING)	455	LF	\$205.71	\$93,598.05	\$185.00	\$84,175.00	\$195.36	\$88,886.53	\$250.00	\$113,750.00
U06-F	8" DR 11 HDPE WATER LINE (OPEN CUT)	30	LF	\$199.10	\$5,973.00	\$240.00	\$7,200.00	\$219.55	\$6,586.50	\$150.00	\$4,500.00
U07-F	WATER SERVICE RE-CONNECTIONS (INCLUDES WATER METER BOXES)	38	EA	\$2,200.00	\$83,600.00	\$3,400.00	\$129,200.00	\$2,800.00	\$106,400.00	\$2,000.00	\$76,000.00
U08-F	FIRE HYDRANT ASSEMBLY (INCLUDES LEAD/GATE VALVE)	0.00	EA	\$11,660.00	\$0.00	\$0.00	\$0.00	\$5,830.00	\$0.00	\$12,000.00	\$0.00
U09-F	DUCTILE IRON MJ FITTINGS	0	TON	\$27,500.00	\$0.00	\$0.00	\$0.00	\$13,750.00	\$0.00	\$20,000.00	\$0.00
U10-F	8" GATE VALVE	0	EA	\$3,630.00	\$0.00	\$0.00	\$0.00	\$1,815.00	\$0.00	\$4,500.00	\$0.00
U11-F	REHABILITATE 8" DR 17 HDPE SANITARY SEWER (PIPE BURSTING)	455	LF	\$146.31	\$66,571.05	\$140.00	\$63,700.00	\$143.16	\$65,135.53	\$150.00	\$68,250.00
U12-F	8" DR 17 HDPE SANITARY SEWER (OPEN CUT)	30	LF	\$143.00	\$4,290.00	\$200.00	\$6,000.00	\$171.50	\$5,145.00	\$160.00	\$4,800.00
U13-F	4" SANITARY SEWER SERVICE RE-CONNECTIONS	19	EA	\$1,650.00	\$31,350.00	\$2,900.00	\$55,100.00	\$2,275.00	\$43,225.00	\$1,500.00	\$28,500.00
U14-F	SANITARY SEWER ACCESS POINT	3	EA	\$3,300.00	\$9,900.00	\$7,500.00	\$22,500.00	\$5,400.00	\$16,200.00	\$7,500.00	\$22,500.00
U15-F	SANITARY SEWER MAIN CLEANOUT	0	EA	\$2,200.00	\$0.00	\$0.00	\$0.00	\$1,100.00	\$0.00	\$3,000.00	\$0.00
U16-F	TRENCH SAFETY	60	LF	\$8.80	\$528.00	\$2.00	\$120.00	\$5.40	\$324.00	\$5.00	\$300.00
AMOUNT BID - BASE BID F					\$495,663.75		\$537,575.00		\$516,619.38		\$512,575.00

CONTINGENCY (+/- 10%)			
TOTAL AMOUNT BID			\$3,061,519.54

	\$3,252,810.00

	\$2,114,565.35

	\$317,575.00
	\$3,491,000.00



June 11, 2025

Ms. Lori Chapin, P.E.
Director of Engineering

Town of Highland Park
4700 Drexel Drive, Highland Park, TX 75205

RE: 2024 Alley Rehabilitation

Ms. Chapin,

On June 9th, 2025, the Town of Highland Park received bids for the 2024 Alley Rehabilitation project. The following bids were received:

<u>Bidder</u>	<u>Base Bid</u>
Axis Contracting, Inc	\$3,061,519.54
Dougals Dailey Construction, LLC	\$3,252,810.00

Kimley-Horn and Associates, Inc. (Kimley-Horn) has reviewed the bidder's qualifications. Kimley-Horn has verified that the bonding company for Axis Contracting, Inc is licensed in the State of Texas. Based on the information provided, Kimley-Horn has no objections to awarding the contract to Axis Contracting, Inc.

Should you have any questions or comments, please do not hesitate to contact us.

Sincerely,

Kimley-Horn and Associates, Inc.

Brian Lee, P.E.



**Town of Highland Park
Town Council
Tuesday, June 17, 2025**

Item Coversheet

Take action authorizing the Town Administrator to execute a professional services agreement with Kimley-Horn and Associates, Inc. for the Beverly Drive Reconstruction Project.

PRESENTED BY: Lori Chapin, Director of Engineering

BACKGROUND:

The condition of each roadway within the Town has been evaluated based on a determination of a Pavement Condition Index ("PCI"). A PCI value of 100 denotes a road in excellent condition, while 0 represents a completely failed road. PCI values provide an indication of the types of problems present on the road surface and offer guidance on the type of work needed to fix the problem.

The 2024 pavement condition evaluation for Beverly Drive between Westside Drive and Eastern Avenue resulted in a PCI score of 59 out of a possible 100 points. The same section of pavement was rated a 77 in 2019, dropping 18 points over five years, indicating significant roadway degradation. Additional degradation has occurred since the evaluation in 2024. The low score confirmed the need for total roadway reconstruction, including the pavement, subbase, and curb and gutter.

The professional services agreement specifies that Kimley-Horn and Associates, Inc. will provide design and bid package preparation services for the Beverly Drive Reconstruction project. The design services include reconstructing Beverly Drive from Westside Drive to Eastern Avenue (4600 Block). The reconstruction includes curb and gutter replacement, full roadway concrete replacement, asphalt overlay, sidewalk, and ADA ramp replacement.

The estimated design cost is \$105,900, including conceptual and final design services. The estimated special services cost is \$34,000, including survey, soil investigation, and bid and construction phase services, for a total cost of \$139,900.

The estimated construction cost is \$1,400,000.

RECOMMENDATION

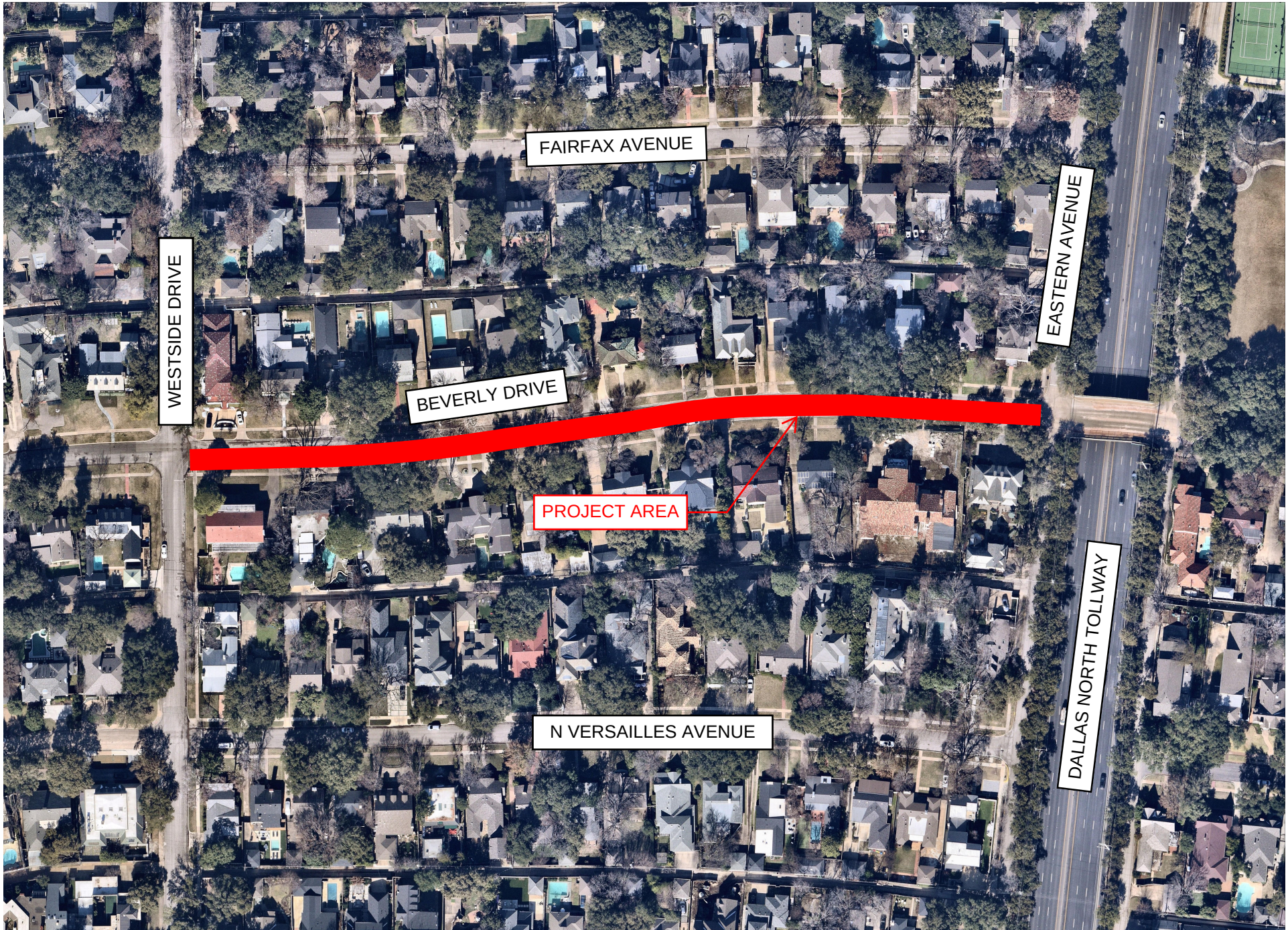
Staff recommend approval authorizing the Town Administrator to execute a professional services agreement for the design and bid package preparation for the Beverly Drive Reconstruction project.

FINANCIAL IMPACT

Funding will be derived from the adopted FY 2024-2025 Capital Improvement Plan.

ATTACHMENTS

Beverly Dr Project Area Map, Beverly Drive Reconstruction Proposal



BEVERLY DRIVE RECONSTRUCTION
PROJECT AREA MAP
JUNE 2025

June 12, 2025

Ms. Lori Chapin, P.E.
Director of Engineering
Town of Highland Park
4700 Drexel Drive
Highland Park, Texas 75205

Re: *Professional Services Agreement*
 Beverly Drive Reconstruction from Westside Drive to Eastern Avenue

Dear Ms. Chapin:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "KH") is pleased to submit this letter agreement (the "Agreement") to the Town of Highland Park ("Client" or "Town") for providing professional engineering and consulting services.

PROJECT UNDERSTANDING

Based on discussions with the Town, we understand the Town is requesting Kimley-Horn to provide construction documents for the following improvements:

- The reconstruction (full-depth) of approximately 1,050 linear feet of Beverly Drive from Westside Drive to Eastern Avenue. Sidewalks and ramps will also be evaluated within these limits and replaced as needed to comply with current ADA requirements.

SCOPE OF SERVICES

1. Topographic Survey

Kimley-Horn (through a Subconsultant) will perform a topographic and boundary survey within the limits of the proposed improvements. The following items will be performed:

- Data Collection and Property Research
 - Gather existing plat information
 - Collect property owner information
 - Gather existing right-of-way and easement information based on available plats and record drawings. Title research, if required by the Town, can be provided as an Additional Service
 - Coordinate with Texas811 to locate and mark existing franchise and public utilities prior to performing the field survey
 - Town shall arrange and make provisions for Kimley-Horn's Subconsultant to perform the survey. Kimley-Horn will prepare right-of-entry letters, if required
- Perform Topographic Survey of the project limits

- Perform field survey ground control
- Locate pertinent objects and above-ground features, typically including:
 - Roadway pavement
 - Drainage structures (i.e. culverts, ditches, inlets, manholes, and outfalls)
 - Utilities (signs or markers showing the presence of underground utilities, valves, manholes, flowlines, meters, backflow preventers, vents, poles, and guy wires)
 - Any tree, and other plantings located within maintained landscaped areas
 - Fences (including material type) and gates
 - Sidewalks
 - Signs (roadway and private)
 - Right-of-Way monumentation
- Process survey data to create plan view of existing features
- Prepare a final topographic drawing in digital format (including contours and break lines) showing the features located in the field as well as right-of-way, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions.

2. Soil Investigation (through a subconsultant)

- Subsurface Exploration. Along the roadway drill and extrude three (3) sample borings to 10-feet below existing ground using truck-mounted equipment
 - Check samples for consistency with a hand penetrometer
 - Backfill bore holes and plug at the surface
- Laboratory Services. Considering the planned facilities, anticipated soil conditions, and geology, the following laboratory tests will be required for classification purposes and to determine strength characteristics
 - Moisture content and soil identification
 - Liquid and plastic limit determinations
 - Unconfined compression tests on soil
 - Unit weight determinations
 - Absorption pressure and/or one-point pressure swell tests
- Engineering Services
 - Prepare an engineering report presenting the following:
 - Sample boring location map
 - General soil and ground-water conditions
 - Recommendations for pavement subgrade stabilization type, depth and concentration per Town standards
 - Guidelines for concrete pavement design
 - Earthwork recommendations
- The geotechnical engineer's design recommendations shall be relied upon by Kimley-Horn for the proposed pavement sections

- Submit one (1) copy of the report to the Town
- Kimley-Horn will coordinate with the geotechnical engineer and specify geotechnical recommendations into the construction documents

3. Preliminary Design (60%)

- Project Management and Administration
 - Prepare for and attend one (1) kickoff meeting
 - Prepare for and attend one (1) 60% design review meeting with Town staff
 - Develop project production plan and schedule
 - Up to one (1) Project site visit
 - Data collection
 - Coordination with Town
 - Coordination with survey Subconsultant
 - Coordination with geotechnical Subconsultant
 - Prepare meeting agendas
 - Project correspondence and invoicing
 - Quality control and internal plan reviews
- Preliminary Plan Layout and Typical Section
 - Identify significant design constraints
 - Establish and document design criteria
 - Establish project centerline/baseline
 - Evaluate and document potential construction sequencing approaches (narrative only)
 - Develop typical sections, including subgrade and pavement design recommendations from the geotechnical report
 - Evaluate existing sidewalks and curb ramps for ADA compliance
- Roadway
 - Prepare paving plan and profile sheets at 1" = 20' scale.
 - Analyze impacted cross-streets within the project. Cross-streets will be defined vertically by spot elevations
 - Develop design cross-sections
 - Develop on 50' intervals and at driveway centerlines
 - Show pavement, subgrade, cross-slopes, right-of-way limits, easements, and side slopes
 Prepare cross-section plan sheets at 1" = 20' scale horizontal and 1" = 2' scale vertical
- Drainage Area Map
 - Prepare one (1) plan sheet (plan only) up to 1" = 100' scale for the existing drainage area
 - Compile the hydrological and hydraulic data from Town records

- Develop the drainage area map (determine conveyance path and runoff coefficients to calculate design flow, subdivide the drainage areas into sub-areas and calculate the discharge at each design point)
- Design of storm drain main upsizing or the design of an internalized storm system can be provided as an Additional Service, if necessary and authorized by the Town
- Preliminary design submittal
 - Typical sections showing lane widths and general location of existing utilities
 - Submit one electronic copy (PDF) and up to three (3) printed 11"x17" copies of plans to the Town upon request. Submittal to include the following:
 - Control data
 - Existing right-of-way and easements
 - Existing topography
 - Existing pavement
 - Existing trees
 - Existing storm drain locations
 - Existing water line locations
 - Existing sanitary sewer line locations
 - Existing franchise utility locations (relying upon information provided by franchise utilities)
 - Proposed centerline alignment and horizontal curve data
 - Proposed curb and paving limits
 - Proposed curb ramp locations
 - Proposed sidewalk locations
 - Proposed limits of construction
 - The 60% plan set (11"x17") may include the following sheets:
 - Cover Sheet
 - General Notes
 - Typical Sections
 - Roadway Plan and Profile
 - Drainage Area Map
 - Traffic Control Phasing (guidelines and minimum requirements only)
 - Erosion Control Plan
 - Roadway Cross-Sections (only full depth reconstruction area)
 - Standard Details
 - Planning level opinion of probable construction cost

4. Final Design – (90% and Final)

- Project Management and Administration
 - Prepare for and attend up to two (2) meetings with Town staff
 - Up to one (1) Project site visit
 - Coordination with Town
 - Prepare meeting agendas and summaries

- Project correspondence and invoicing
- Quality control and internal plan reviews
- Final design submittal (90%)
 - Incorporate the Preliminary design (60%) review comments
 - Submit up to three (3) copies of plans to the Town upon request
 - Draft project manual
 - The 90% plan set (11"x17") may include the following sheets:
 - Cover Sheet
 - General Notes
 - Typical Sections
 - Roadway Plan and Profile
 - Drainage Area Map
 - Traffic Control Phasing
 - Erosion Control Plan
 - Roadway Cross-Sections
 - Standard Details
- Kimley-Horn will respond to Town comments (for all disciplines) which will be incorporated into the Final submittal
- Final design submittal (100%)
 - Incorporate the Final design (90%) review comments
 - Submit up to three (3) copies of plans to the Town
 - The Final plan set (11"x17") may include the following sheets:
 - Cover Sheet
 - General Notes
 - Typical Sections
 - Roadway Plan and Profile
 - Traffic Control Phasing
 - Erosion Control Plan
 - Roadway Cross-Sections (only full depth reconstruction area)
 - Standard Details
- Prepare a project manual which will include the following items:
 - Town front end documents
 - Bid Form with quantities
 - Town specifications
 - Technical specifications
- Submit up to three (3) copies of the Project Manual and updated OPCC with the Final design submittal

5. Bid Phase Services

The budgeted fee for this task is based upon approximately 20 hours of labor and assumes a single project. We will not proceed with performance of services beyond the hours budgeted without written authorization by the Town.

- Final bid documents submittal
 - Prepare plan set and project manual for electronic bidding (.pdf)
 - Print up to three (3) 11"x17" sets and three (3) Project Manuals for Town's use during bidding
 - Print up to three (3) sets of 22"x34" plan sets and three (3) Project Manuals for Town's distribution to bidders
 - Furnishing additional hardcopies of review documents and/or bid documents in excess of the number of the same identified above will be considered Additional Services
- Kimley-Horn will post and bid the project on an online site such as Civcast
- Town will be responsible for posting required newspaper ads
- Prepare for and attend a virtual pre-bid meeting with prospective bidders
- Issue addenda as appropriate to interpret, clarify, or expand the bidding documents

6. Construction Phase Services

The scope of services listed below may or may not be performed as part of our construction phase services. Kimley-Horn's role during construction is limited and services are only provided upon request of the Town and billed on a reimbursable basis as labor and direct expenses are incurred. The budgeted fee for this task is based upon approximately 40 hours of labor and assumes a single project. We will not proceed with performance of services beyond the hours budgeted without written authorization by the Town.

Kimley-Horn may provide the following professional services during the construction phase:

- Pre-Construction Conference. Kimley-Horn will attend a Pre-Construction Conference prior to commencement of Work at the Site.
- Visits to Site and Observation of Construction only upon request. Kimley-Horn will provide on-site construction observation services during the construction phase. Kimley-Horn will make visits at intervals as directed by Town in order to observe the progress of the Work. Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Kimley-Horn's exercise of professional judgment. Based on information obtained during such visits and such observations, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep Town informed of the general progress of the Work.

- The purpose of Kimley-Horn's site visits will be to enable Kimley-Horn to better carry out the duties and responsibilities specifically assigned in this Agreement to Kimley-Horn, and to provide Town a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Kimley-Horn shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall KHA have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Kimley-Horn neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- Clarifications and Interpretations. Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Town as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Town.
- Shop Drawings and Samples. Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- Limitation of Responsibilities. Kimley-Horn shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Kimley-Horn shall not have the authority or responsibility to stop the work of any Contractor.

7. Record Drawings

Kimley-Horn shall prepare construction Record Drawings based on the Town of Highland Park requirements. The budgeted fee for this task is based upon approximately 15 hours of labor. We will not proceed with performance of services beyond the hours budgeted without written authorization by the Town.

- The Town will furnish to the Kimley-Horn a "marked-up" field set of plans that identifies any modifications to the "As-Bid" contract documents. Kimley-Horn will be entitled to rely upon the "marked-up" field set for the purpose of preparing the record drawings.
- The record drawings shall be prepared in accordance with current Texas Board of Professional Engineers' requirements.
- Kimley-Horn shall submit to the Town a completed set of record drawings for Town review and approval. Upon Town approval, Kimley-Horn will submit the following:

- Two blackline (22" x 34") sets of the plans, including all sheets of the approved civil drawings with cover sheet, details, etc.
- Record drawings digital files will be submitted to the Town and include the following:
 - An electronic copy of the record drawings submitted on CD/DVD or flash drive in the following formats:
 - AutoCAD (.dwg file format)
 - Adobe Portable Document Format (PDF file format)

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn, including but not limited to the following:

- Signed copy of this agreement
- Available record drawings

Items specifically not included with this scope, but can be provided as an Additional Service, if necessary and authorized by the Town.

- Franchise utility coordination
- Storm drain design
- Water Line design or improvements
- Sanitary sewer design or improvements
- Utility reports and memorandums

[This space intentionally left blank]

Fee and Expenses

Basic Services

Kimley-Horn will perform the services in Tasks 1, 3, and 4 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 Topographic Survey.....	\$ 11,500
Task 3 Preliminary Design.....	\$ 49,500
Task 4 Final Design.....	\$ 44,900
<i>Subtotal Lump Sum Fee (Basic Services).....</i>	<i>\$105,900</i>

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Special Services

Kimley-Horn will perform the services in Tasks 2 and 5-7 on a labor fee plus expense basis with the maximum fee shown below.

Task 2 Soil Investigation.....	\$ 11,500
Task 5 Bid Phase Services.....	\$ 6,000
Task 6 Construction Phase Services.....	\$ 12,000
Task 7 Record Drawings.....	\$ 4,500
<i>Subtotal Maximum Reimbursable Fee (Special Services).....</i>	<i>\$ 34,000</i>

Total: Lump Sum and Reimbursable, Fee Budget (Not-to-Exceed): \$139,900

Kimley-Horn will not exceed the total maximum fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as subconsultant expenses, express delivery services, fees, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

Fees will be invoiced monthly. Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the Town of Highland Park.

X Please email all invoices to lchapin@hptx.org

_____ Please copy _____

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

KIMLEY-HORN AND ASSOCIATES, INC.

L. Nathan Ante, P.E.
Senior Vice President

KIMLEY-HORN AND ASSOCIATES, INC.
TOWN OF HIGHLAND PARK
A Municipality

(Signature)

(Date)

(Print or Type Name and Title)

Attachments: Standard Rate Schedule
Standard Provisions
Certificate of Insurance

Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

Analyst	\$175 - \$260
Professional	\$250 - \$315
Senior Professional I	\$275 - \$380
Senior Professional II	\$370 - \$400
Senior Technical Support	\$170 - \$295
Support Staff	\$115 - \$160
Technical Support	\$130 - \$165

Effective through December 31, 2025

Subject to periodic adjustment thereafter.

KIMLEY-HORN AND ASSOCIATES, INC.

STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 30 days at the rate of 12% per year beginning on the 31st day. Further, if Client fails to pay any properly invoiced undisputed amount under this Agreement within 5 days after the expiration of the applicable 30-day period, and such failure continues for 10 business days after written notice thereof from Consultant, Consultant may suspend its services and withhold deliverables under this Agreement until such delinquent amounts are paid in full.
- (b) [SUBSECTION DELETED]
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 30 days of receipt.
- (d) [SUBSECTION DELETED]
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom to the extent permitted by law. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic

files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it may hire an independent cost estimator at Client's expense. Consultant's services required to bring costs within any limitation established by the Client and/or Client's independent cost estimator will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of the termination, as well as for other reasonable expenses incurred by the Consultant as a direct result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) [SECTION DELETED]

(10) [SECTION DELETED]

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within two years of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material. Notwithstanding the above, nothing in this Section shall be construed as limiting or restricting Client's ability to respond to a lawful Public Information Act request. Client agrees to timely notify Consultant of any such request involving Consultant's confidential material, however Client shall be under no obligation to assist Consultant in challenging any such disclosure pursuant to the Public Information Act.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Texas, and any disputes shall be heard in a court of competent jurisdiction in Dallas County, Texas. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

(19) **Insurance.** Consultant shall maintain all insurance policies and coverage amounts required by the Town for performance of its obligations under this Agreement (see attached Town insurance requirements). Evidence demonstrating possession and maintenance of such coverage shall be provided in a form and manner acceptable to the Town within three (3) business days of execution of this Agreement.



**Town of Highland Park
Town Council
Tuesday, June 17, 2025**

Item Coversheet

**Take action on Resolution 006-25 to adopt the Dallas County 2025
Hazard Mitigation Action Plan.**

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

BACKGROUND:

The Town of Highland Park is one of twenty-one participating municipalities that has worked in coordination with H2O Partners to update the Dallas County Hazard Mitigation Plan, as required by FEMA every five years.

The Dallas County Hazard Mitigation Plan Update addresses natural hazards that affect the area. The goal of the Plan Update is to minimize or eliminate the long-term risk to human life and property from known hazards through effective mitigation.

A FEMA-approved hazard mitigation plan is required for eligibility for grant funds through FEMA's Hazard Mitigation Assistance ("HMA") programs, which include: Hazard Mitigation Grant Program ("HMGP"), Flood Mitigation Assistance ("FMA"), and High Hazard Potential Dams ("HHPD") programs. Funds from these federal grant programs may be awarded directly to the participating jurisdictions and school districts to implement mitigation projects identified in the Plan Update.

The purpose of the mitigation section is to identify sustainable actions that each participating jurisdiction would be interested in implementing to reduce the impacts of the natural hazards being profiled within the Plan. Development of these projects are based on the community's needs and/or interest in implementing if the funds were to become available.

All projects included in the Dallas County Hazard Mitigation Plan Update represent ideas that participating jurisdictions have considered for future implementation. However, there is no requirement that a jurisdiction must implement any specific action within the five-year planning cycle.

FEMA allows jurisdictions to carry forward any unimplemented actions into the next plan update—anticipated in 2030—without penalty. This flexibility affirms that jurisdictions will not be penalized for deferring action on proposed projects.

As required by FEMA, each proposed project must include an estimated cost. The use of placeholders such as “to be determined” is not acceptable. Accordingly, if a jurisdiction decides to pursue grant funding for one of the proposed projects, FEMA does not hold the jurisdiction to

the cost estimate provided in the plan.

A redacted version of the full plan document, which has been deemed appropriate for public distribution, is available for review at the following link:

<https://www.dropbox.com/scl/fi/7zh2xo3w03mbv1ou64hly/Dallas-County-Draft-HMP-Update-REDACTED-Public-Copy-05.15.2025.pdf?rlkey=p3fdaqcz8tr8458np19yipv2t&st=x42sg7pv&dl=0>

RECOMMENDATION

Staff recommends adoption of Resolution 006-25.

FINANCIAL IMPACT

There is no financial impact on the Town.

ATTACHMENTS

1-APA-DallasCo-TX-SIGNED, RESO 006-25 Adopt Hazard Mitigation Plan 2025



FEMA

April 23, 2025

Jennifer Charlton-Faia, Deputy State Hazard Mitigation Officer
Texas Division of Emergency Management
P.O. Box 285
Del Valle, Texas 78617-9998

RE: Approvable Pending Adoption of the Dallas County, Texas Multi-Jurisdiction
Hazard Mitigation Plan

Dear Ms. Charlton-Faia:

This office has concluded its review of the referenced plan, in conformance with the Final Rule on Mitigation Planning (44 CFR § 201.6). FEMA review does not include the review of content that exceeds the applicable FEMA mitigation planning requirements. Formal approval of this plan is contingent upon the adoption by the participants on Enclosure A, as well as the receipt of the final draft of the plan containing all plan components.

Adopting resolutions must be submitted to this agency for review and approval no later than one year from the date of this letter. Failure to submit these resolutions in a timely manner could lead to a required update of the plan prior to FEMA approval.

Once this final requirement has been met, a letter of official approval will be generated. The Local Hazard Mitigation Planning Tool, with the reviewer's comments, has been enclosed to further assist the jurisdictions in complying with planning requirements. If you have any questions, please contact David Freeborn, HM Community Planner, at (940) 268-7602.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald C. Wanhanen".

Ronald C. Wanhanen Chief,
Risk Analysis Branch

Enclosures: Participants
cc: Anne Lehnick

Participants

Attached is the list of participating local governments included in the April 23, 2025 review of the referenced Hazard Mitigation plan.

Community Name
1) Addison town
2) Balch Springs city
3) Carrollton city
4) Cedar Hill city
5) Cockrell Hill city
6) Coppell city
7) Dallas County
8) DeSoto city
9) Duncanville city
10) Farmers Branch city
11) Glenn Heights city
12) Highland Park town
13) Hutchins city
14) Lancaster city
15) Richardson city
16) Rowlett city
17) Sachse city
18) Seagoville city
19) Sunnyvale town
20) University Park city
21) Wilmer city

Adoption Submittal (Final)

Following the issuance this of Approvable Pending Adoption letter, all participants are provided one year to adopt the plan and submit it through the State to FEMA. For multi-jurisdictional plans, multiple adoptions should be submitted as a complete package as outlined below.

The State must submit the plan files via:

Risk Management Directorate (RMD) SharePoint:

<https://rmd.msc.fema.gov/Regions/VI/Mitigation%20Planning/Forms/AllItems.aspx>

Note: You will be requested to register if you have not already done so.

All plans containing Protected Critical Infrastructure Information (PCII) must be submitted as an encrypted document with the password being sent separately in an email to ensure secure file submissions.

1. Final draft of the plan in MS Word or pdf format containing:
 - a. The final plan formatted as a single document.
 - b. Documentation demonstrating adoption by the participating jurisdictions seeking approval. (i.e. copies of signed resolutions, official meeting minutes, etc....) Note: Adoption resolutions can be separate files. Additional adoptions are not required to provide a copy of the plan.
 - c. Remove strikethroughs, highlights and all Track Changes must be accepted in the final plan.
2. Send an email addressed to r6-mtd-planning@fema.dhs.gov as notification that the electronic file has been submitted. Please DO NOT send plans to the email inbox as it has very strict size limitations which will lock the inbox and not allow additional emails to be received. The email must include the following information:
 - a. Include the follow when applicable: (Note: A submittal letter is no longer required.)
 - i. Subject line [Approval Review for Name of Plan, State]
 - ii. FEMA funding source, grant or disaster number, and project number (when applic
 - iii. list of adopting jurisdictions
 - iv. Plan File name (file name must include date submitted)
3. Submittals which do not conform to the above requirements will be returned to the State for resubmission

RESOLUTION NO. 006-25

A RESOLUTION OF THE TOWN OF HIGHLAND PARK ADOPTING THE DALLAS COUNTY 2025 HAZARD MITIGATION ACTION PLAN.

WHEREAS, the Town of Highland Park recognizes the threat that natural hazards pose to people and property within the Town of Highland Park; and

WHEREAS, the County of Dallas has prepared a multi-hazard mitigation plan, hereby known as Dallas County 2025 Hazard Mitigation Action Plan, in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the Dallas County Hazard 2025 Mitigation Action Plan, identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the Town of Highland Park from the impacts of future hazards and disasters; and

WHEREAS, adoption by the Town Council demonstrates their commitment to hazard mitigation and achieving the goals outlined in the Dallas County 2025 Hazard Mitigation Action Plan.

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

The Dallas County Hazard 2025 Mitigation Action Plan is adopted by the Town Council. This plan, approved by the Town, may be edited or amended after submission for review but will not require the Town to re-adopt any further iterations. This only applies to this specific plan and does not absolve the Town from updating the plan in five years.

PASSED AND APPROVED by the Highland Park Town Council on this 17th day of June 2025.

APPROVED AS TO FORM:

Susan Thomas
Town Attorney

APPROVED:

Will C. Beecherl
Mayor

ATTEST:

Joanna Mekeal
Town Secretary



**Town of Highland Park
Town Council
Tuesday, June 17, 2025**

Item Coversheet

Take action on Resolution 007-25 authorizing the Town Administrator to execute Amendment #1 to the Advance Funding Agreement with the Texas Department of Transportation.

PRESENTED BY: Lori Chapin, Director of Engineering

BACKGROUND:

This item is provided as an opportunity for the Town Council to consider approval of a resolution authorizing the Town to amend the Advance Funding Agreement ("AFA") with the Texas Department of Transportation ("TXDOT") for partial funding for the Wycliffe Reconstruction Project.

The Wycliffe Reconstruction Project includes a full reconstruction of the Wycliffe dam along with channel and roadway improvements between the east town limits and Oak Lawn Avenue. The total estimated cost of the project is \$22M.

To receive funding from TXDOT, the Town must enter into an AFA. The AFA is an agreement under which TXDOT and the Town allocate participation and "jointly" provide for implementing a specific project. TXDOT requires a resolution that authorizes the Town to enter into the agreement (original AFA and resolution are attached).

The purpose of Amendment #1 is to revise the funding participation due to increased construction costs. The signed resolution will be provided to TXDOT and attached to the AFA. As part of this agreement, the Town will be eligible to receive an estimated \$12.5M, and reimbursement will be based on eligible construction costs. Should costs increase between now and when the project is constructed, there may be an opportunity to request additional funds through the North Central Texas Council of Governments ("NCTCOG"). That request can be made as we approach the final design.

The Town Attorney prepared the resolution.

RECOMMENDATION

Staff recommend approval of the resolution authorizing the Town Administrator to execute Amendment #1 to the AFA with TXDOT. The AFA was reviewed and approved by the Town Attorney.

FINANCIAL IMPACT

As part of the agreement, the Town will be required to pay an estimated \$60,000 in administrative costs to the state. The Town has paid \$50,000 as an initial payment upon execution of the original agreement and the remaining \$10,000 will be paid prior to construction. The final amount will be based on actual costs. Please refer to Attachment B of the AFA for a breakdown of costs. The amounts reflected in the table represent TXDOT eligible construction costs and not the total project cost.

ATTACHMENTS

Advance Funding Agreement_Z00008799_Town of Highland Park_DAL Contract Packet,
Resolution - AFA Amendment 1, 0918-47-289-AFA Amend Combined

TxDOT:				Federal Highway Administration:	
CCSJ #	0918-47-289	AFA ID	Z00008799	CFDA No.	20.205
AFA CSJs	0918-47-289			CFDA Title	Highway Planning and Construction
District #	18	Code Chart 64#	19050		
Project Name	On Wycliff Oaklawn to Glenwood			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
Surface Transportation Block Grant (STBG) Program Project
Off-System**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **Town of Highland Park**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116522** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **reconstruction of existing roadway**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **1/9/2024**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

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NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	N/A	Utilities	Article 8
2.	N/A	Environmental Assessment and Mitigation	Article 9
3.	N/A	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	N/A	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of the reconstruction of a 2/3 lane roadway that will include a new bridge structure to raise roadway out of the 100-year floodplain, as well as drainage improvements at tributary 1 in order to reduce /eliminate flood frequency on Wycliff Avenue from Oaklawn Avenue to West of Glenwood Avenue in the Town of Highland Park as shown on Attachment A.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local

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Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State’s written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to

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- adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
 - J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
 - L. The State will not pay interest on any funds provided by the Local Government.
 - M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
 - N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
 - O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
 - P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
 - Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the

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legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of

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construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for

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federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

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14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to

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the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

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Local Government:	State:
Town of Highland Park ATTN: Town Administrator 4700 Drexel Drive Highland Park, Texas 75205	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

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22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

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- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

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Project Name	On Wycliff Oaklawn to Glenwood			<i>AFA Not Used For Research & Development</i>	

- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the

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Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

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29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform;> and

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3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

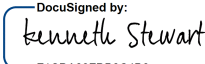
- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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Project Name	On Wycliff Oaklawn to Glenwood			AFA Not Used For Research & Development	

32. Signatory Warranty
Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party’s signature.

DocuSigned by:



E1CDA80EDB8C496...

Signature

Kenneth Stewart

Typed or Printed Name

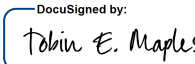
Director of Contract Services

Typed or Printed Title

5/3/2024

Date

DocuSigned by:



4424E0F6F074444...

Signature

Tobin E. Maples

Typed or Printed Name

Town Administrator

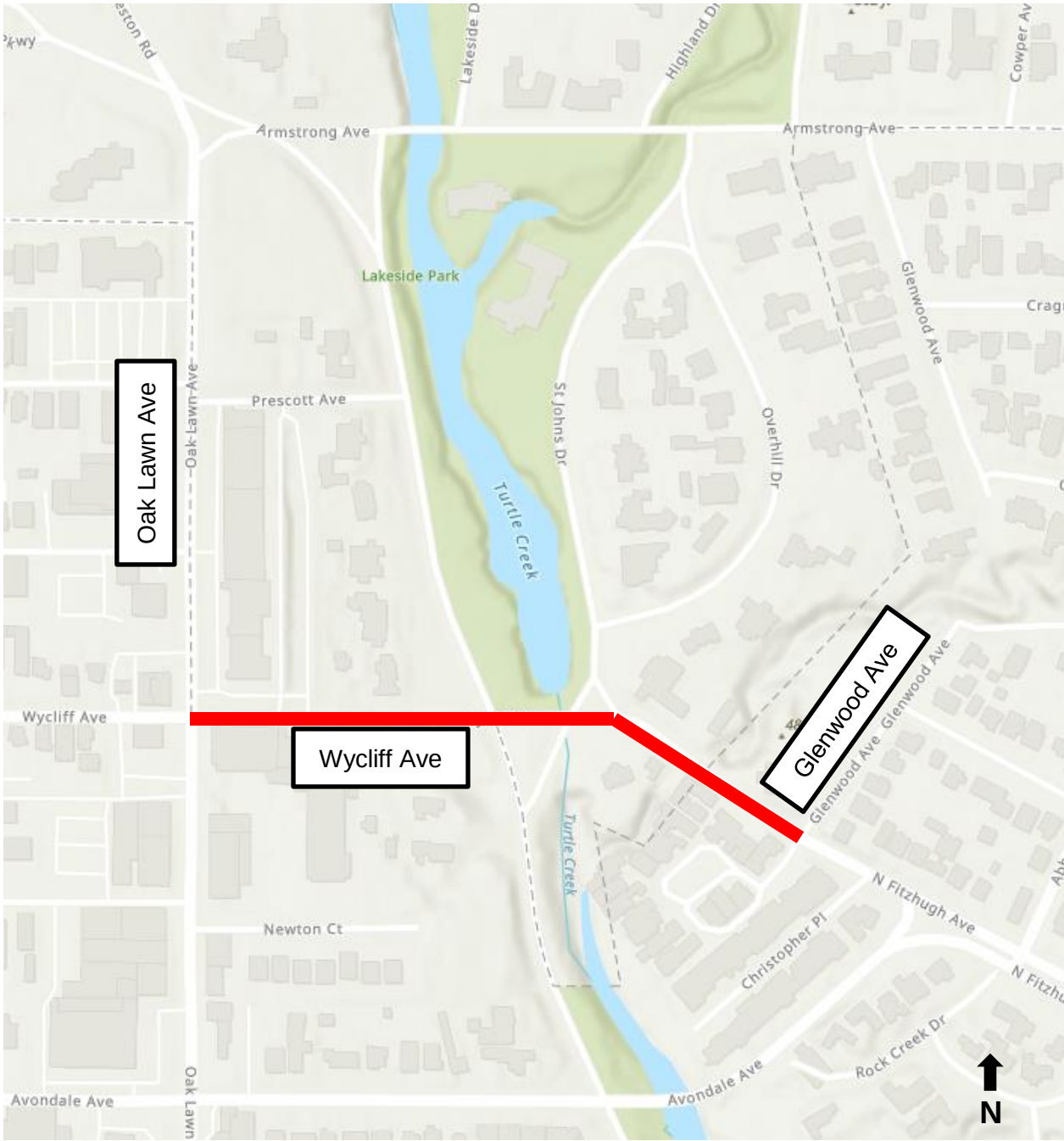
Typed or Printed Title

5/3/2024

Date

TxDOT:				Federal Highway Administration:	
CCSJ #	0918-47-289	AFA ID	Z00008799	CFDA No.	20.205
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ATTACHMENT A
LOCATION MAP SHOWING PROJECT



TxDOT:				Federal Highway Administration:	
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Project Name	On Wycliff Oaklawn to Glenwood			AFA Not Used For Research & Development	

ATTACHMENT B PROJECT BUDGET

Construction and construction direct state costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the cost overruns.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Construction Cat 7 (by Local)	\$9,950,000	80%	\$7,960,000	0%	\$0	20%	\$1,990,000
Subtotal	\$9,950,000		\$7,960,000		\$0		\$1,990,000
Environmental Direct State Costs	\$12,500	0%	\$0	0%	\$0	100%	\$12,500
Right of Way Direct State Costs	\$12,500	0%	\$0	0%	\$0	100%	\$12,500
Engineering Direct State Costs	\$12,500	0%	\$0	0%	\$0	100%	\$12,500
Utility Direct State Costs	\$12,500	0%	\$0	0%	\$0	100%	\$12,500
Construction Direct State Costs	\$50,000	80%	\$40,000	0%	\$0	20%	\$10,000
Subtotal	\$100,000		\$40,000		\$0		\$60,000
Indirect State Costs	\$457,700	0%	\$0	100%	\$457,700	0%	\$0
TOTAL	\$10,507,700		\$8,000,000		\$457,700		\$2,050,000

Initial payment by the Local Government to the State: \$50,000

Payment by the Local Government to the State before construction: \$10,000

Estimated total payment by the Local Government to the State \$60,000

This is an estimate. The final amount of Local Government participation will be based on actual costs.

TxDOT:				Federal Highway Administration:	
CCSJ #	0918-47-289	AFA ID	Z00008799	CFDA No.	20.205
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Project Name	On Wycliff Oaklawn to Glenwood			AFA Not Used For Research & Development	

ATTACHMENT C RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

RESOLUTION NO. 001-24

A RESOLUTION OF THE TOWN OF HIGHLAND PARK, TEXAS, AUTHORIZING AND APPROVING AN ADVANCE FUNDING AGREEMENT WITH THE STATE OF TEXAS REGARDING THE RECONSTRUCTION OF WYCLIFF AVENUE FROM OAK LAWN AVENUE TO GLENWOOD AVENUE.

WHEREAS, the Town of Highland Park is pursuing the reconstruction of Wycliff Avenue, from Oak Lawn Avenue to Glenwood Avenue, to include the removal and replacement of the existing weir and dam with a new weir and bridge, along with other associated improvements (the "Project"); and

WHEREAS, the State of Texas, through the Department of Transportation, has agree to fund a significant portion of the Project pursuant to an Advance Funding Agreement utilizing Surface Transportation Block Grant (STBG) Program Project Off-System funding; and

WHEREAS, all constitutional, statutory and legal prerequisites for the passage of this Resolution have been met, including but not limited to the Open Meetings Act; and

WHEREAS, the Town Council has determined that it is in the best interest of the health, safety, and welfare of the public to adopt this Resolution.

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Highland Park that based on the above and foregoing, THAT:

Section 1: All matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2: That the Town Council authorizes an Advance Funding Agreement with the State of Texas for the construction of the Surface Transportation Block Grant (STBG) Program Project Off-System Project for a total estimated Project cost under the Agreement of approximately \$10,507,700, with the Town's share of the Project costs under the Agreement estimated to be approximately \$2,050,000, plus any cost overruns. The final form of the Agreement is subject to the review and approval of the Town Attorney. The Town Administrator is hereby authorized to execute the Agreement and all other documents necessary to complete this transaction and to take all other necessary action.

Section 3: It is hereby officially found and determined that the meeting at which this Resolution was considered was open to the public, and public notice of the time, place, and purpose of the meeting was given and posted, all as required by the Open Meetings Act.

Section 4: This Resolution shall govern all other orders, resolutions, and other actions or parts thereof which may be deemed to be contrary to or in conflict with this Resolution, to the extent of such conflict, if any.

TxDOT:				Federal Highway Administration:	
CCSJ #	0918-47-289	AFA ID	Z00008799	CFDA No.	20.205
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Project Name	On Wycliff Oaklawn to Glenwood			AFA Not Used For Research & Development	

Section 5: If any section, article, paragraph, sentence, clause, phrase or word in this Resolution, or application thereto any person or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the Town Council hereby declares it would have passed such remaining portions of the Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

Passed and approved by the Town Council of the Town of Highland Park, Texas, on this 9th day of January, 2024.

APPROVED AS TO FORM:



Matthew C.G. Boyle
Town Attorney

APPROVED:



Will C. Beecher
Mayor

ATTEST:



Joanna Mekeal
Town Secretary

RESOLUTION NO. 007-25

A RESOLUTION OF THE TOWN OF HIGHLAND PARK, TEXAS, AUTHORIZING AND APPROVING THE FIRST AMENDMENT TO ADVANCE FUNDING AGREEMENT WITH THE STATE OF TEXAS, ACTING THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, REGARDING THE RECONSTRUCTION OF WYCLIFFE AVENUE FROM OAK LAWN AVENUE TO GLENWOOD AVENUE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Highland Park (the “Town”) is pursuing the reconstruction of Wycliffe Avenue from Oak Lawn Avenue to Glenwood Avenue, to include the removal and replacement of the existing weir and dam with a new weir, dam, and bridge, along with associated improvements (the “Project”); and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 116522 authorizing funding for the Project; and

WHEREAS, the Town and the Texas Department of Transportation (“TxDOT”) entered into that certain Advance Funding Agreement for Surface Transportation Block Grant Program Project Off-System on May 3, 2024 regarding the funding of the Project (the “Agreement”); and

WHEREAS, it has become necessary to amend the Agreement in order to revise the funding participation due to increase in construction cost based on recent project analysis; and

WHEREAS, the Town Council has determined it is in the best interest of the health, safety, and welfare of the public to adopt this Resolution.

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 First Amendment to Advance Funding Agreement with the State of Texas, acting through the Texas Department of Transportation, amending the funding participation for the Surface Transportation Block Grant Program Project Off-System (the “Amendment”) increasing the total estimated project cost from \$10,507,700 to \$16,417,600, with the Town’s share of the Project cost under the Agreement increasing from an estimated \$2,050,000 to \$3,180,000, plus 100% of cost overruns, if any. The Town Administrator is hereby authorized to execute the Amendment and all other documents and take any additional action necessary to complete this transaction.

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 17th day of June, 2025.

APPROVED AS TO FORM:

APPROVED:

Susan Thomas
Town Attorney

Will C. Beecherl
Mayor

ATTEST:

Joanna Mekeal
Town Secretary

TxDOT:				Federal Highway Administration:	
CCSJ #	0918-47-289	AFA ID	Z00008799	CFDA No.	20.205
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District #	18	Code Chart 64#	19050		
Project Name	On Wycliff Oaklawn to Glenwood			AFA Not Used For Research & Development	

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Surface Transportation Block Grant (STBG) Program Project
Off-System

AMENDMENT #1

THIS AMENDMENT is made by and between the State of Texas, acting through the **Texas Department of Transportation**, called the “State”, and the **Town of Highland Park**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, the parties executed a contract on **May 2, 2024** to effectuate their agreement to reconstruction a 2/3 lane roadway that will include a new bridge structure to raise roadway out of the 100-year floodplain, as well as drainage improvements at tributary 1 in order to reduce /eliminate flood frequency on Wycliff Avenue from Oaklawn Avenue to West of Glenwood Avenue in the Town of Highland Park; and,

WHEREAS, it has become necessary to amend that contract in order to **revise the funding participation due to increase in construction cost based on recent project analysis**;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the parties do agree as follows:

AGREEMENT

1. The parties agree that the Agreement is amended as follows:

Attachment B, **PROJECT BUDGET**, is deleted in its entirety and replaced with Attachment B-1, **PROJECT BUDGET**, which is attached to and made a part of this Amendment. The total estimated cost of the Project **increased** by \$ 5,909,900, from \$ 10,507,700 to \$ 16,417,600, due to **increase in construction items costs based on recent project cost analysis**.

All other provisions of the original contract are unchanged and remain in full force and effect.

TxDOT:				Federal Highway Administration:	
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District #	18	Code Chart 64#	19050		
Project Name	On Wycliff Oaklawn to Glenwood			<i>AFA Not Used For Research & Development</i>	

Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Typed or Printed Name

Typed or Printed Name

Typed or Printed Title

Typed or Printed Title

Date

Date

TxDOT:				Federal Highway Administration:	
CCSJ #	0918-47-289	AFA ID	Z00008799	CFDA No.	20.205
AFA CSJs	0918-47-289			CFDA Title	Highway Planning and Construction
District #	18	Code Chart 64#	19050		
Project Name	On Wycliff Oaklawn to Glenwood			AFA Not Used For Research & Development	

ATTACHMENT B-1 PROJECT BUDGET

Construction and construction direct state costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the cost overruns.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Construction Cat 7 (by Local)	\$15,600,000	80%	\$12,480,000	0%	\$0	20%	\$3,120,000
Subtotal	\$15,600,000		\$12,480,000		\$0		\$3,120,000
Environmental Direct State Costs	\$12,500	0%	\$0	0%	\$0	100%	\$12,500
Right of Way Direct State Costs	\$12,500	0%	\$0	0%	\$0	100%	\$12,500
Engineering Direct State Costs	\$12,500	0%	\$0	0%	\$0	100%	\$12,500
Utility Direct State Costs	\$12,500	0%	\$0	0%	\$0	100%	\$12,500
Construction Direct State Costs	\$50,000	80%	\$40,000	0%	\$0	20%	\$10,000
Subtotal	\$100,000		\$40,000		\$0		\$60,000
Indirect State Costs	\$717,600	0%	\$0	100%	\$717,600	0%	\$0
TOTAL	\$16,417,600		\$12,520,000		\$717,600		\$3,180,000

Initial payment by the Local Government to the State: \$50,000 (received 6/18/2024)

Payment by the Local Government to the State before construction: \$10,000

Estimated total payment by the Local Government to the State \$60,000

This is an estimate. The final amount of Local Government participation will be based on actual costs.



**Town of Highland Park
Town Council
Tuesday, June 17, 2025**

Item Coversheet

**Take action on the minutes of the Town Council meeting held on
June 3, 2025.**

PRESENTED BY: Joanna Mekeal, Town Secretary

BACKGROUND:

Attached are the minutes of the Town Council meeting held on May 6, 2025.

RECOMMENDATION

Staff recommends approval.

FINANCIAL IMPACT

None

ATTACHMENTS

2025-06-03 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, JUNE 3, 2025.

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

- I. Mayor Will C. Beecherl called the meeting to order at 8:00 a.m.
- II. Council Member Lydia Novakov 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 Marc Myers, seconded by Council Member Leland White, 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 to authorize the Town Administrator to execute an agreement with Valley View Consulting, LLC, to provide investment advisory services to the Town.*
- B. *Take action on the minutes of the Town Council meeting held on May 20, 2025.*
- C. *Take action on the minutes of the Town Council study session held on May 20, 2025.*

V. MAIN AGENDA

A. *Review, discuss, and take action on the construction time period from 24 to 32 months for a new single-family residence located at 3519 Euclid Avenue.* Jeff Armstrong, AICP, Director of Community Development, stated that the applicant, Matt Cain of Tatum Brown Custom Homes, has formally requested a building permit to allow a 32-month construction period for a new single-family residence at 3519 Euclid Avenue. The proposed residence includes a full basement with a concrete drive ramp connecting to the alley, totaling approximately 13,718 square feet. This request is being made before construction, and the requested 32-month period would commence upon permit issuance. Per Section R105.5.1.4 of the Town's Building Code, all permits for major residential construction are generally limited to 24 months. However, the Code allows a property owner to request an extension by submitting a formal written application and participating in a hearing before the Town Council. The applicant has exercised this right and submitted a letter detailing the request. The applicant also agreed to a construction management plan that includes parking regulations. In response to a question made by Mayor Beecherl, Mr. Cain confirmed that

his company will adhere to the construction plan and appreciates that all builders will be held to the construction management requirements. On a motion made by Council Member Leland White, seconded by Council Member Lydia Novakov, the Town Council unanimously voted to approve the construction period from 24 to 32 months for a new single-family residence located at 3519 Euclid Avenue, subject to the conditions outlined in the recommended Construction Management Plan.

B. Review, discuss, and take action on the construction time period from 24 to 38 months for a new single-family residence at 3922 Gillon Avenue. Jeff Armstrong, AICP, Director of Community Development, stated that the applicant, Matt Cain of Tatum Brown Custom Homes, has formally requested a building permit to allow a 38-month construction period for a new single-family residence at 3922 Gillon Avenue. The proposed residence includes a full basement. The basement takes up two lot widths (recently replatted into one combined lot). The basement contains a pool, and they anticipate the subgrade work will last a year. This request is being made before construction, and the requested 38-month period would commence upon permit issuance. Per Section R105.5.1.4 of the Town's Building Code, all permits for major residential construction are generally limited to 24 months. However, the Code allows a property owner to request an extension by submitting a formal written application and participating in a hearing before the Town Council. The applicant has exercised this right and submitted a letter detailing the request. The applicant also agreed to a construction management plan that includes parking regulations. In response to a question made by Council Member Novakov, Mr. Cain confirmed that his company typically has seven to ten projects at one time; currently, they have six active projects, each with dedicated staff assigned. On a motion made by Council Member Lydia Novakov, seconded by Mayor Pro Tem Don Snell, the Town Council unanimously voted to approve the construction period from 24 to 38 months for a new single-family residence at 3922 Gillon Avenue, subject to the conditions outlined in the recommended Construction Management Plan.

C. Review, discuss, and take action on an extension to the construction time period, extending the permit to July 31, 2026, for a new single-family residence at 4500 Lakeside Drive. Jeff Armstrong, AICP, Director of Community Development, explained that the applicant, Blake Evenson of Hudson Construction Group, is requesting a permit extension for this project. The requested extension of an additional 14 months is to construct a new house at 4500 Lakeside Drive. The permit was issued on May 12, 2023. The total project timeframe would be three years and two months. According to the applicant, the main reason for the delay was the transition of a new structural engineer. There have been no complaints regarding this construction site; however, an inspection showed some erosion into the Laurel Street right-of-way. Staff enforced the debris removal. In response to questions raised by Mayor Beecherl, Mr. Evenson confirmed that his team can adhere to the construction management plan. Mr. Evenson added that off-site construction parking could delay construction time, but he understands the necessity of shuttle parking. On a motion made by Mayor Pro Tem Don Snell, seconded by Council Member Lydia Novakov, the Town Council unanimously voted to approve the requested construction time permit for a new single-family residence at 4500 Lakeside Drive for July 31, 2026, subject to the conditions outlined in the recommended Construction Management Plan.

D. Review, discuss, and take action on a third extension to the construction time period, extending the permit to March 31, 2026, for a new single-family residence at 3908 Lexington Avenue. Jeff Armstrong, AICP, Director of Community Development, stated that the applicant, Blake Evenson of Hudson Construction Group, is requesting a third permit extension for this

project. The requested extension of an additional 10 months is to construct a new house at 3908 Lexington Avenue. The permit was issued in August 2021. The total project timeframe would be four years and seven months. According to the applicant, the main reasons for the delay were repeated owner changes, indecision regarding interior items, and landscape changes. The most recent change is to add a small, 250 square feet, detached pool house in the backyard. A complaint was received in 2023 regarding mud and debris in the alley. The workers were cleaning the alley when the inspector went to investigate. Also, the construction fence was removed for landscape-related work; however, it will be placed on the site while construction continues. In response to a question raised by Council Member White, Tobin Maples, Town Administrator, confirmed that a signature line was added to the construction management plan for the owner to sign and acknowledge the potential fines that could be incurred if the project is not completed in time allotted. On a motion made by Council Member Lydia Novakov, seconded by Council Member Marc Myers, the Town Council unanimously voted to approve the requested construction time permit for a new single-family residence at 3908 Lexington Avenue for March 31, 2026, subject to the conditions outlined in the recommended Construction Management Plan.

Mayor Beecherl adjourned the Town Council meeting at 8:37 a.m.

Approved on the 17th day of June 2025.

APPROVED:

ATTEST:

Will C. Beecherl
Mayor

Joanna Mekeal
Town Secretary



**Town of Highland Park
Town Council
Tuesday, June 17, 2025**

Item Coversheet

**Take action on the minutes of the Town Council study session held
on June 3, 2025.**

PRESENTED BY: Joanna Mekeal, Town Secretary

BACKGROUND:

Attached are the minutes of the Town Council Study Session held on June 3, 2025.

RECOMMENDATION

Staff recommends approval.

FINANCIAL IMPACT

None.

ATTACHMENTS

2025-06-03 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 8:42 A.M. ON TUESDAY, JUNE 3, 2025.

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

I. Mayor Will C. Beecherl called the meeting to order at 8:42 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. There was no comment.

IV. REPORTS

A. Review and discuss the development of the Fiscal Year 2025-26 Combined Operating and Capital Budget. John Samford, CPA, Director of Finance, stated that per the Town Charter, the staff develops a proposed budget each year to submit to the Town Council for the ensuing fiscal year. The budget ultimately adopted results from a process that receives input from citizens, Town Departments, Town Management, and the Town Council. This is an opportunity for staff to receive comments from the Town Council relating to the Fiscal Year 2025-26 Combined Operating and Capital Budget (the "FY 2026 Budget") process and/or any items the Town Council would like the staff to consider, study, or incorporate into the FY 2026 Budget. While there will be additional opportunities for the Town Council to provide direction regarding the FY 2026 Budget, this meeting is designed to receive input from the Town Council when the Proposed Budget is being developed. Council Member Myers proposed exploring specific projects where issuing debt could result in cost savings. Mr. Samford acknowledged Council Member Myer's request and reviewed the budget development process, including key upcoming dates. Mayor Beecherl asked if there were any further questions, to which there were none.

CLOSED SESSION

A. In accordance with Texas Government Code, Section 551.001, et seq., the Town Council will recess into Executive Session (closed meeting) to discuss §551.071: Consultation with Attorney regarding pending or contemplated litigation or settlement offer re: USAI, LP v. Town of Highland Park - Cause No. DC-20-80213.

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 go into closed session.

OPEN SESSION

A. Pursuant to Section 551.102 of the Texas Government Code, the final action, decision, or vote regarding Closed Session Item A. and B. above, shall be made, if any. No motion was made. The Town Council did not go into closed session.

Mayor Beecherl adjourned the meeting at 8:50 a.m.

APPROVED on the 17th day of June 2025.

APPROVED:

Will C. Beecherl
Mayor

ATTEST:

Joanna Mekeal
Town Secretary



**Town of Highland Park
Town Council
Tuesday, June 17, 2025**

Item Coversheet

Presentation by Joe R. Goyne, Chairman of Pegasus Bank.

PRESENTED BY: Joe R. Goyne

BACKGROUND:

The message below is from Joe R. Goyne, Chairman of Pegasus Bank:

Pegasus Bank is in the early planning stages of developing a state-of-the-art office building at the corner of Harvard Avenue and the Katy Trail. Given the site's immediate proximity to the Town of Highland Park, we recognize that this project is of considerable interest to the Council and the community at large.

It is worth noting that previous attempts by other parties to purchase and develop this site have not been successful. Many of those proposals envisioned significantly larger structures-such as high-rise hotels, condominiums, and underground parking facilities-which would have introduced a substantial vertical presence at the location. Understandably, such developments raised concerns about potential negative impacts, including a "towering" effect on nearby residential areas within Highland Park.

In contrast, Pegasus Bank is committed to a thoughtful and context-sensitive approach. While our plans remain preliminary, the enclosed presentation reflects our current vision for the site. Our intent is to ensure that the design complements the surrounding neighborhood and respects the character and expectations of Highland Park residents.

We look forward to working collaboratively with the Town Council and the community as the project progresses. Our intent is to ensure that the design complements the surrounding neighborhood and respects the character and expectations of Highland Park residents. As such, please note in our preliminary design our intention to build a new two-story building well suited to maintain the integrity of the neighborhood.

RECOMMENDATION

The proposed development is located within the City of Dallas and does not require formal action by the Town Council. Mr. Goyne requested the opportunity to present today as a professional courtesy, reflecting the bank's longstanding commitment to collaboration on shared priorities.

FINANCIAL IMPACT

N/A

ATTACHMENTS

Presentation to Town of Highland Park from Pegasus Bank



June 17th, 2025

Subject: Introduction of Pegasus Bank Development Plans – Harvard Ave & Katy Trail

Honorable Members of the Town Council,

Pegasus Bank is in the early planning stages of developing a state-of-the-art office building at the corner of Harvard Avenue and the Katy Trail. Given the site's immediate proximity to the Town of Highland Park, we recognize that this project is of considerable interest to the Council and the community at large.

It is worth noting that previous attempts by other parties to purchase and develop this site have not been successful. Many of those proposals envisioned significantly larger structures—such as high-rise hotels, condominiums, and underground parking facilities—which would have introduced a substantial vertical presence at the location. Understandably, such developments raised concerns about potential negative impacts, including a “towering” effect on nearby residential areas within Highland Park.

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We look forward to working collaboratively with the Town Council and the community as the project progresses. Our intent is to ensure that the design complements the surrounding neighborhood and respects the character and expectations of Highland Park residents. As such, please note in our preliminary design our intention to build a new two-story building well suited to maintain the integrity of the neighborhood.

Sincerely,

Joe R Goyne
Chairman



OPTION A - PROJECT DATA

- ± 8,400 BANK GSF AT LEVEL 1
- ± 10,600 BANK GSF AT LEVEL 2
- ± 19,000 TOTAL BANK SF
- ± 35 ON-SITE PARKING SPACES @ 9'-6" WIDTH
- ± 17 REMOTE PARKING SPACES @ 10' WIDTH
- ± 52 TOTAL PROVIDED PARKING SPACES
- 52 REQUIRED PARKING SPACES @ 1 SPACE / 366 SF BANK

NOTE:
ALL SCHEMES MAY BENEFIT FROM A 10% REDUCTION IN REQUIRED PARKING THROUGH PAYMENT INTO THE OAK LAWN TRANSIT FUND.

± 2,000 - 3,000 SF THIRD LEVEL BANK FLOOR IS POSSIBLE WITH PARKING REDUCTION AND/OR COMPACT SPACES ON THE EAST LOT























**Town of Highland Park
Town Council
Tuesday, June 17, 2025**

Item Coversheet

Review, discuss, and take action to revise the Code of Ordinances to amend Chapter 12, Article 12.07, Division 3, Section 12.07.085 Parking Limited to Two Hours and repeal and replace Chapter 12, Traffic and Vehicles, Article 12.07 Stopping, Standing and Parking, Division 6 Residential-Only Parking Permit Area.

PRESENTED BY: Lori Chapin, Director of Engineering
Tobin Maples, Town Administrator

BACKGROUND:

This item aims to establish Resident-Only Parking in the southeast area of town, generally bounded by Armstrong Avenue, Gillon Avenue/4th Street, Cowper Avenue, and Abbott Avenue (see attached map). The Town Council initially reviewed this item at its Study Session on May 6, 2025.

The southeast area of town has been experiencing increased traffic congestion and parking challenges due to construction activities and patrons searching for parking. To address these concerns, staff proposes an amendment to Chapter 12 Article 12.07, Division 6 of the Code of Ordinances, to include Resident Only Parking in the southeast portion of town. The area would include the area identified on the attached map and described in the attached ordinance. It is proposed that Resident-Only Parking be initiated between 5:00 a.m. – 6:00 p.m., seven days a week. With the addition of resident-only parking in multiple areas of town, it was determined to be beneficial to rewrite Chapter 12, Article 12.07, Division 6 to address changes over the years and to organize and clarify some of the language. Staff are proposing to repeal Division 6 in its entirety and replace it with the new Division 6, as prepared by the Town Attorney and presented in Exhibit A, as referenced in the ordinance.

Additionally, to discourage long-term parking along Abbott Park, but support visiting the park without a permit, staff propose initiating 2-hour parking on Abbott Avenue, adjacent to the park on the east side of the road between the hours of 5:00 am - 6:00 pm, seven days a week. A revision to the Code of Ordinances Chapter 12, Article 12.07, Division 3, Section 12.07.085 Parking Limited to Two Hours is included in the referenced ordinance.

Discussion/Decision points:

- Exclude the 3600 Blocks Euclid and Gillon and the 4700 Block Cowper.
- Exclude the south side of Armstrong; residents are within the City of Dallas.
- Resident-Only Parking – between the hours of 5:00 am and 6:00 pm, seven days/week.

- Initiate 2-hour parking along Abbott Park - 5:00 am - 6:00 pm, seven days/week.
- Provide permits for the number of vehicles registered for each household.
- Provide five guest permits per household.
- Temporary permits are available to residents upon request for events.
- Four construction permits are available upon the issuance of a building permit.
Additional permits upon request and in accordance with the parking plan.
- Install signage and curb painting along all affected roadways – minimized to allow for enforcement.
- Install decorative signage (see attached example) and paint curbs.

RECOMMENDATION

Staff recommend approval of the ordinance to amend Chapter 12, Article 12.07, Division 3, Section 12.07.085 Parking Limited to Two Hours and repeal and replace Chapter 12, Traffic and Vehicles, Article 12.07 Stopping, Standing and Parking, Division 6 Residential-Only Parking Permit Area.

The implementation of Resident-Only Parking will require several tasks, including establishing the official process, contacting residents, ordering/issuing permits, ordering/installing signs, and painting curbs. Engineering, Public Safety, and Public Works will coordinate efforts to implement resident-only parking. It is anticipated that it will take 90–120 days to fully implement.

FINANCIAL IMPACT

The following is an estimate of the costs for implementation (not including staff time and labor):

- \$25,000 Signage and curb painting – Resident Only and Two-Hour Parking
- \$5,000 Sticker decals and placards

ATTACHMENTS

20250611_Parking Exhibit_V1, SE HP Ordinance v4 SBT 2025.06.12 (CLEAN), Exhibit A v2 (CLEAN) 2025.06.12, 141554 TOWN OF HIGHLAND PARK PROOF 6-12-25 3

LEGEND



RESIDENT ONLY PARKING
(5 AM - 6 PM)



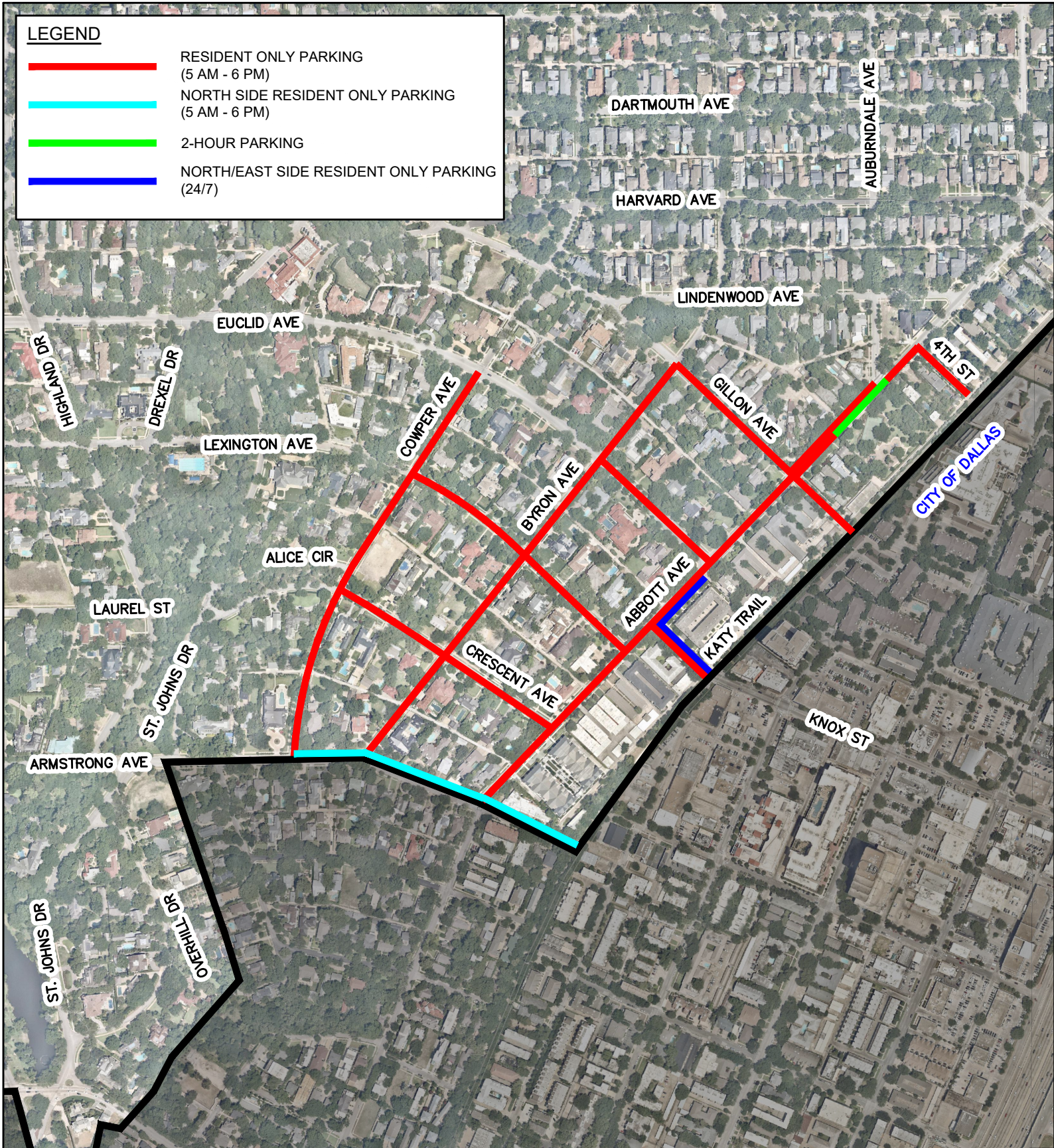
NORTH SIDE RESIDENT ONLY PARKING
(5 AM - 6 PM)



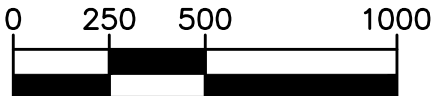
2-HOUR PARKING



NORTH/EAST SIDE RESIDENT ONLY PARKING
(24/7)



GRAPHIC SCALE IN FEET



TOWN OF HIGHLAND PARK PARKING EXHIBIT

JUNE 2025

ORDINANCE NO. 2146

AN ORDINANCE OF THE TOWN OF HIGHLAND PARK, TEXAS AMENDING THE CODE OF ORDINANCES OF THE TOWN OF HIGHLAND PARK, CHAPTER 12, TRAFFIC AND VEHICLES, ARTICLE 12.07, STOPPING, STANDING AND PARKING, BY AMENDING DIVISION 3, PARKING REGULATIONS FOR SPECIFIC STREETS, BY AMENDING SECTION 12.07.085, PARKING LIMITED TO TWO HOURS, TO DESIGNATE A PORTION OF ABBOTT AVENUE BETWEEN GILLON AVENUE AND 4TH STREET AS TWO HOUR PARKING AREAS; AND BY AMENDING DIVISION 6, RESIDENTIAL-ONLY PARKING PERMIT AREA, TO RETITLE DIVISION 6, DESIGNATE ADDITIONAL RESIDENT-ONLY PARKING PERMIT AREAS, AND CLARIFY PARKING RESTRICTIONS RELATED THERETO; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Highland Park, Texas (the “Town”) is a Home Rule municipality having full powers of self-government and may enact ordinances relative to its citizens’ health, safety, and welfare that are not inconsistent with the Constitution and laws of the State; and

WHEREAS, Texas Transportation Code, Section 311.01, General Authority of Home-Rule Municipality, grants the Town exclusive control over and under the public highways, streets, and alleys of the municipality; and

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

WHEREAS, the Town desires to implement the resident-only parking rules for the purposes of protecting the safety and integrity of the Town’s residential neighborhoods; protecting the health, life, and property of Town citizens; and preserving good government, order, and security of the Town; and

WHEREAS, the Town Council further finds and determines this ordinance, and the rules and regulations provided for herein, will protect the health, safety, and welfare of the residents of the Town of Highland Park; and

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

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

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

SECTION 1. That all matters stated above are found to be true and correct legislative and factual findings of the Town and are hereby approved and incorporated herein and made a part hereof for

all purposes.

SECTION 2. That, the Code of Ordinances of the Town of Highland Park, CHAPTER 12 TRAFFIC AND VEHICLES, ARTICLE 12.07 STOPPING, STANDING AND PARKING, is hereby amended as follows:

2.1 Chapter 12, Article 12.07, Division 3, Parking Regulations for Specific Streets, Section 12.07.085 is hereby amended by adding the following:

Street	Extent	Side	Time
Abbott Avenue	210 feet north of Gillon Avenue for 310 feet (along Abbott Park)	East	5 AM – 6 PM

2.2 Chapter 12, Article 12.07, Division 6, Residential-Only Parking Permit Area is hereby repealed in its entirety and replaced with Division 6, Resident-Only Parking Permit Area, as presented in Exhibit A, attached hereto and incorporated herein for all purposes.

SECTION 3. That, this ordinance shall be deemed to be incorporated into the Code of Ordinances of the Town of Highland Park, Texas.

SECTION 4. That, the penalty provision of Chapter 1, Section 1.01.009 of the Code of Ordinances of the Town of Highland Park is hereby adopted for this ordinance.

SECTION 5. That, should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or be held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid, and the same shall not affect the validity of the Code of Ordinances of the Town of Highland Park as a whole.

SECTION 6. That, this ordinance shall take effect immediately following its passage, approval, and publication as provided by law, and it is accordingly so ordained.

PASSED AND APPROVED by the Town Council of the Town of Highland Park, Texas, on this the 17th day of June, 2025.

APPROVED AS TO FORM:

APPROVED:

Susan Thomas
Town Attorney

Will Beecherl
Mayor

ATTEST:

Joanna Mekeal
Town Secretary

Exhibit A
Chapter 12 Traffic & Vehicles
DIVISION 6 Resident-Only Parking Permit Area

§ 12.07.181. Definitions.

General contractor. A person, organization, or association responsible for new or remodel building construction.

Moving truck. A motor vehicle, including any trailer attached thereto, that is greater than ten (10) feet and is designed, used, or maintained primarily to transport personal property.

Park. To stand an occupied or unoccupied vehicle, other than temporarily while loading or unloading merchandise or passengers.

Property owner. Individual, or their authorized representative, or entity (including, but not limited to a (1) trust; (2) company; (3) partnership; (4) corporation, or other similar legal entity) in possession of title for land and/or building.

Resident-only permit parking area. Any designated on-street parking spaces within a residential area where only resident motor vehicles displaying a valid permit may stop, stand, or park. There shall be two types of areas: 24-HR Permit Parking Areas and Daytime Permit Parking Areas.

Service vehicle. A motor vehicle used for commercial or professional purposes, such as repair, servicing, or maintenance of other vehicles. Service vehicles must have clearly legible markings naming the company that owns or operates the vehicle.

Stand. To halt an occupied or unoccupied vehicle, other than temporarily while receiving or discharging passengers.

Stop. To halt, including temporarily halting, an occupied or unoccupied vehicle, unless necessary to avoid conflict with other traffic or to comply with the directions of a Police Officer or a traffic-control sign or signal.

Town Administrator. The Town Administrator of the Town of Highland Park or designee.

§ 12.07.182. Process for designating a resident-only parking area.

- (a) The Town Council is authorized to establish, modify, or eliminate a resident-only parking area on its own volition or upon application by a resident. Any property owner may request the designation, elimination, or modification of an area by filing a petition with the Town. A proposed area must include at least one full street block from intersection to intersection. Any request to modify or eliminate an area must also include at least one full street block from intersection to intersection.
- (b) A petition to designate, modify, or eliminate an area must be filed using the form and process provided by the Town. In addition, the application must include a filing fee of \$300.00. The person who files a petition (the “petitioner”) requesting the designation, elimination, or modification of an area shall:
 - (1) Agree to serve as the designated Town contact person on behalf of the proposed area;
 - (2) Be responsible for affected property owner notification and compilation of evidence of support

- for the proposed area; and
- (3) Serve as the liaison in response to any Town-received resident or community inquiries.
- (c) A request for the designation, elimination, or modification of an area will be processed by the Town only if a petition is filed in accordance with this section.
- (d) A petition will not be processed if the petition:
- (1) Is incomplete or illegible.
 - (2) Contains untruthful or inaccurate representations; or
 - (3) Does not represent or account for all properties within the proposed area. The petition must include a list of all addresses within the proposed area, and each address must be noted as either a signatory to the petition or not.
- (e) The petition must be signed by seventy-five percent (75%) of the property owners that either face or abut a street within a proposed area.
- (f) Only one petition signature per residence will be considered.
- (g) Except for condominiums, for purposes of this article, a multifamily property shall be, regardless of the total number of dwelling units contained, considered as a single property and a property manager or property owner's signature shall be considered as representing all units of a particular multifamily property.

§ 12.07.183. Designation, modification or elimination of resident-only parking areas.

- (a) The following blocks are designated as 24-HR Permit Parking Areas governed by Section 12.07.186(a):

24-HR Permit Parking Areas	
Street	Side
4200 Block Potomac Avenue	Both
4200 Block Livingston Avenue	South
4300 Block Livingston Avenue	Both
4600 Block Abbott Avenue (from Knox Street to 250 feet north)	East
3400 Block Knox Street	North

- (b) The following blocks are designated as Daytime Permit Parking Areas governed by Section 12.07.186(b):

Daytime Permit Parking Areas	
Street	Side
3400 Block Gillon Avenue	Both
3500 Block Gillon Avenue	Both
3500 Block Euclid Avenue	Both
3500 Block Lexington Avenue	Both
3600 Block Lexington Avenue	Both
3500 Block Crescent Avenue	Both

3600 Block Crescent Avenue	Both
3300 Block Armstrong Avenue	North
3400 Block Armstrong Avenue	North
3500 Block Armstrong Avenue	North
3600 Block Armstrong Avenue	North
4400 Block Byron Avenue (Armstrong Avenue to Crescent Avenue)	Both
4500 Block Byron Avenue (Crescent Avenue to Lexington Avenue)	Both
4600 Block Byron Avenue (Lexington Avenue to Euclid Avenue)	Both
4700 Block Byron Avenue (Euclid Avenue to Gillon Avenue)	Both
4400 Block Cowper Avenue (Armstrong Avenue to Crescent Avenue)	Both
4500 Block Cowper Avenue (Crescent Avenue to Lexington Avenue)	Both
4600 Block Cowper Avenue (Lexington Avenue to Euclid Avenue)	Both
4500 Block Abbott Avenue (Armstrong Avenue to Knox Street)	East
4600 Block Abbott Avenue (250 feet north of Knox Street to Euclid Avenue)	East
4700 Block Abbott Avenue (Euclid Avenue to Gillon Avenue)	East
4800 Block Abbott Avenue (from Gillon Avenue to 210 feet north)	East
4800 Block Abbott Avenue (from 4 th Street to 150 feet south)	East
4800 Block Abbott Avenue (Gillon Avenue to Auburndale Avenue)	West
3400 Block 4th Street	Both

§ 12.07.184. Public hearing.

- (a) The Town Council sets the date, time, and place of a public hearing to consider the designation, elimination, or modification of a resident-only parking area.
- (b) No later than ten (10) days before the hearing date, the Town shall send written notification of the date, time, and place of the hearing to each owner, as indicated by the most recently approved tax roll, of real property within two hundred (200) feet of the proposed area, and include with such notification a map of the proposed area along with a summary of the proposed parking restrictions.
- (c) The Town Council will conduct the public hearing at which parties in interest and citizens will have an opportunity to be heard.

§ 12.07.185. Posting of approved area.

- (a) The Town shall install signs consistent with the Texas Manual on Uniform Traffic-Control Devices, as amended, indicating the locations and times for which parking is by permit only and indicating that unauthorized vehicles may be towed at the expense of the owner or operator.
- (b) Such signs may be installed at or near adjoining property lines within Town rights-of-way.

§ 12.07.186. Parking regulations within a resident-only parking area.

- (a) 24-HR Permit Parking Areas
 - (1) Resident-only parking is enforced Monday through Sunday, 24 hours a day
 - (2) No vehicle shall be parked in any 24-HR Permit Parking Area without displaying a permit issued

under this division.

- (3) Non-permitted vehicles may never be parked in any 24-HR Permit Parking Area except for delivery vehicles delivering to residents, and as provided in subsection (c) below.
- (b) Daytime Permit Parking Areas are enforced Monday through Sunday from 5:00 AM to 6:00 PM.
- (c) The provisions of this Section 12.07.186 shall not be deemed to prohibit parking for more than two hours of a moving truck (for loading or unloading of household items) or service vehicle providing services to a resident in the resident-only parking area.

§ 12.07.188. Notice to residents of Town Council-approved designated area.

Upon approval of a resident-only parking area, the Town shall notify all residences in the area through the Town's notification system indicating the following:

- (a) The existence, exact location, and numerical block designation of the area;
- (b) The applicable parking restrictions; and
- (c) The procedures for obtaining a parking permit.

§ 12.07.189. Issuance of a permit.

- (a) The application for a resident-only parking permit shall include at least the following:
 - (1) The name and residential address of the owner of the vehicle along with the make, model, vehicle identification number (VIN), color, and license plate number;
 - (2) The name, residential address, and driver's license number of the principal operator of the vehicle; and
 - (3) The signature or electronic signature if applicable, of the applicant for the residential parking permit.
- (b) Each household shall receive the number of permits equal to the number of registered vehicles.
- (c) A residential parking permit shall be a sticker affixed to the vehicle in a location as specified by the Town.
- (d) Parking permits are vehicle-specific and may not be transferred or sold to other persons.

§ 12.07.190. Replacement of residential parking permits.

- (a) A resident-only parking permit may be replaced upon verification of the holder's prior submission of a completed and validated parking permit application.
- (b) If a permit is lost, stolen, or destroyed, the holder can obtain a new residential permit at a cost of \$25.00.
- (c) A replacement permit shall be provided at no charge to the holder upon the return of the prior permit to the Town.
- (d) Lost, stolen, or destroyed permits shall be considered void and any use is unlawful.

§ 12.07.191. Issuance of guest permits.

- (a) Five (5) guest permits shall be issued for each residence within the resident-only permit parking areas. Guest permits are to be used at the discretion of the resident for vehicles temporarily parked within the resident-only parking areas.
- (b) A resident may obtain additional temporary parking permits at no charge for guests for special events or occasions. The issuance of temporary parking permits is at the discretion of the Town. To obtain temporary guest permits, the resident must submit an application to the Town not less than seventy-two (72) hours (excluding weekends and official Town holidays) before the event. Such application

shall include a description of the event, its duration, and the anticipated number of guests. Temporary permits expire based on the length of the event as provided thereon.

- (c) The resident is responsible for the use or misuse of the guest and temporary permits.

§ 12.07.192. Issuance of permits for construction vehicle within a designated resident only parking area.

- (a) A general contractor is eligible to receive at no charge up to four (4) permits for construction vehicle parking, within that block, per construction site.
- (b) The Town may issue additional construction parking permits per construction site. For additional permits 5–10, the cost of such permit shall be \$25.00 per permit. For additional permits 11–20, the cost of such permit shall be \$100.00 per permit. For any additional permits beyond 20, the cost of such permit shall be \$500.00 per permit.
- (c) Construction vehicles parked under a construction parking permit may park in an area between the hours of 7:00 a.m. and 7:00 p.m. Monday through Saturday.
- (d) Construction vehicle parking permits may only be issued in companion with a Town-issued building permit and expire on the date of building permit completion.
- (e) The general contractor shall return all construction vehicle parking permits to the Town upon issuance of a certificate of construction completion. In the event the general contractor fails to return all permits, a charge equal to twice the cost of the original permit for each non- returned permit shall be paid prior to such certificate issuance. A fee of \$200.00 each shall be charged for those permits provided in subsection (a) above.
- (f) The general contractor is responsible for the use or misuse of construction vehicle parking permits. Any use or abuse of the general contractor's permit(s) may result in the temporary suspension of the underlying building or construction permit.

§ 12.07.193. Display of parking permit.

The Town shall establish the means by which a permit is identifiable for enforcement.

§ 12.07.194. Use of parking permit.

- (a) A permit is not a guarantee or reservation of a parking space within an area.
- (b) A permit does not authorize the standing or parking of a vehicle in such places and during such times when it otherwise would be prohibited.
- (c) Permit holders must observe all applicable traffic rules and regulations.
- (d) If the Town determines that a permit holder violated one or more provisions of this division, the Town may direct the holder to surrender the permit. A permit holder may appeal the decision to the Town Administrator. The permit holder must request an appeal in writing to the Town Administrator within 10 (ten) days after the Town orders the surrender of a permit.
- (e) A permit holder commits an offense if he or she fails to surrender a permit when directed to do so.
- (f) It shall be unlawful for a person to represent in any fashion that a vehicle is entitled to a permit when it is not so entitled.
- (g) It is unlawful for a person to attach to or display on a motor vehicle a parking permit that:
 - (1) Is a duplicate;
 - (2) Is assigned to a different vehicle; or
 - (3) Is fictitious.
- (h) It is unlawful for a person to duplicate, or attempt to duplicate, by any means, a resident- only

parking permit.

- (i) For the purposes of prosecution of this section, the registered owner of the vehicle is presumed to have displayed the unlawful permit.

§ 12.07.195. Exemptions.

The following vehicles are exempt from the parking regulations under this division:

- (a) A motor vehicle:
 - (1) Owned by or operated under contract with an entity operating under a current utility franchise agreement with the Town;
 - (2) Engaged in construction or other work authorized by the Town; or
 - (3) Identified as owned by or operated under contract to a federal, state, or local governmental agency and being used in the course of official government business.
- (b) An authorized emergency vehicle as defined by State law.

§ 12.07.196. Offense – parking without a valid permit in a designated area.

- (a) No person shall stop, stand, or park a motor vehicle in a resident-only parking area that has attached to it a void or expired resident-only parking permit.
- (b) It shall be presumed for the purposes of prosecution under this section that the registered owner of the vehicle is the operator of the vehicle.

§ 12.07.197. Penalty.

- (a) Violations of this division are punishable by a fine of up to \$500.00.
- (b) Each day of occurrence shall be considered a separate offense.
- (c) The Town may cause a vehicle in violation to be towed by the Town and/or its towing contractor at the owner's expense.

§ 12.07.198. Enforcement and collection of towing fees.

- (a) The Town Council will establish towing and administrative fees by resolution.
- (b) Town parking citations and any other municipal parking citations must be paid before the Town or its towing contractor will release the vehicle that is subject to the fines.

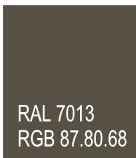
§ 12.07.199. through § 12.07.224. (Reserved)

18 in

24 in



QTY : 30

Customer: TOWN OF HIGHLAND PARK	Size: 18in" x 24in"	Hole Placement:	Font:	Notes: PROVIDED PHOTOS
Job #: 141554 Date: 6-12-25 Revision # 3	Text Color: BROWN GREY	Corner Type:	Sheet #: 1	
 530 Jesse St. Grand Prairie, Tx 75051 O:972/647-8300 F:972/641-1221	Bg Color: CREME	Radius:	Pantone #	
	Sheeting: HI	Inset:	Sales: VAN	
	Substrate: A3	Border:	Designer: KAT	
				 Children and Other Dogs Play Here, too!
				 RESIDENT PARKING ONLY PERMIT REQUIRED 5 MINUTE RESIDENTIAL DELIVERIES