



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

4:00 PM  
July 10, 2017

4700 Drexel Drive  
Town Council Chamber

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**WORK SESSION - 4:00 PM**

**I. CALL TO ORDER**

**II. DISCUSSION**

- A. Discuss any of the agenda items provided on the Regular Agenda of the July 10, 2017 Town Council meeting.

**TOWN COUNCIL REGULAR AGENDA - 4:00 P.M.**

**I. CALL TO ORDER**

**II. INVOCATION**

**III. CITIZEN COMMENTS REGARDING ITEMS NOT ON THE AGENDA**

This is an opportunity for the public to address the Town Council on any subject not on the Agenda. In accordance with the Texas Open Meetings Act, the Town Council may not discuss issues raised or make any decision at this time. Issues raised may be referred to Town staff for research and possible future action.

**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. Consider referring to the Zoning Commission a request to amend the Town's Zoning Ordinance to combine 4822 and 4824 Abbott Avenue into one building site.
- B. Consider approval of an Interlocal Agreement with Dallas Area Rapid Transit.
- C. Consider rejecting bids received for the rehabilitation and painting of the

two bridges on Armstrong Avenue.

- D. Consider approval of amending the current commercial solid waste and portable toilet services franchise ordinance to include grease trap service providers.

## **V. MAIN AGENDA**

- A. Consider approval of the appointment of Michael L. McCullough, M.D., as the Town's Local Health Authority to serve a term of two years.

## **VI. RECOGNITION**

Recognition of Michael L. McCullough, M.D., the Town's Local Health Authority since 1992, and presentation of a plaque recognizing his service to the Town.

## **VII. ADJOURNMENT**

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### 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

7:30 a.m. to 4:30 p.m., Monday through Friday.



# TOWN OF HIGHLAND PARK

## Agenda Briefing

Council Meeting: July 10, 2017

Department: Building Inspection

Director: Ronnie Brown

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### TITLE

Consider referring to the Zoning Commission a request to amend the Town's Zoning Ordinance to combine 4822 and 4824 Abbott Avenue into one building site.

### BACKGROUND

The owner of the properties at 4822 and 4824 Abbott Avenue submitted a request to combine the two building sites into one building site. The property owner resides at 4824 Abbott Avenue, which is a corner lot. The structures on the property at 4822 Abbott Avenue were demolished and the lot was cleared in September 2015. Plans are to construct a one-story addition to the south side of the main residence and utilize the remainder of the property as open yard.

In August 2005, the Zoning Ordinance was amended to provide specific regulations for combined building sites. This request should be referred to the Zoning Commission for review and recommendation because approval to combine properties requires an amendment to the Town's zoning map.

The property owner is aware that if the Council approves the request to combine the two properties, this combined property cannot be subdivided in the future. The lot combination is permanent and will run with the property in perpetuity.

### RECOMMENDATION

The request for combining the two building sites requires a review and recommendation from the Zoning Commission. The staff recommends referring this request to the Zoning Commission. This agenda item was reviewed by the Town Council at its study session on July 5, 2017.

### FINANCIAL IMPACT

None.

### ATTACHMENTS:

#### File Name

#### Description

4824\_Abbott\_Zoning\_Application\_w-Underwood\_(Signed).pdf

Zoning Application

4824\_Abbott\_-\_Site\_Plan.pdf

Site Plan

THE TOWN OF

# Highland Park

TEXAS

4700 Drexel Drive, Highland Park, TX 75205

214-521-4161 office 214-559-9335 fax

## Department of Building Inspection

*(PLEASE COMPLETE A SEPARATE APPLICATION FOR EACH REQUEST)*

(The application WILL NOT be scheduled for a review until a completed application is submitted to the Building Inspection Department.)

### I. TYPE OF APPLICATION:

*(please check one)*

- Zoning Change / Amendment (**Combined Building Site**)
- Planned Development - New
- Planned Development - Amendment
- Platting (Replat)

### II. ADDRESS OF PROJECT:

4824 Abbott Avenue

### III. APPLICANT INFORMATION:

<u>Current Land Owner</u>	<u>Applicant or Agent of Owner</u>
<i>x</i> <u>Leslie Chambless</u>	<u>Randy Underwood</u>
Signature	Signature
<u>Leslie Chambless</u>	<u>Randall Underwood</u>
Printed Name	Printed Name
<u>4824 Abbott Ave</u>	<u>25 HPV #100-337</u>
Mailing Address	Mailing Address
<u>Highland Park, TX 75205</u>	<u>HP, TX 75205</u>
<u>214-546-0143</u>	<u>214-808-6113</u>
Telephone Number	Telephone Number
<u></u>	<u></u>
Fax Number	Fax Number

*By my signature as Current Land Owner, I have applied to combine these properties into one building site. I hereby affirm that I recognize and understand per the Town of Highland Park's Zoning Ordinance, should these building sites be combined they cannot later be subdivided. This Zoning Change is considered permanent and will run with the property in perpetuity.*



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OD AVENUE

48 69.5 50 50 50 50 48.8 24

3400

50	50	50	50	69.5
13509	3507	3505	3503	3501
232	216	202	186	170.7
				051
				72.5

69.5	50	146
3419	3417	3415
051		150
88		211

56.66	236.4	209.75	182.44	87
262	481.1	481.3	481.5	481.7
250	257.2	278.5	321.7	78
4805	4803	64	60	50

4800

104	102.5
4821	

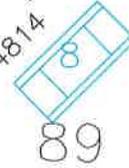
4900

3400 FOURTH

MKT - RR

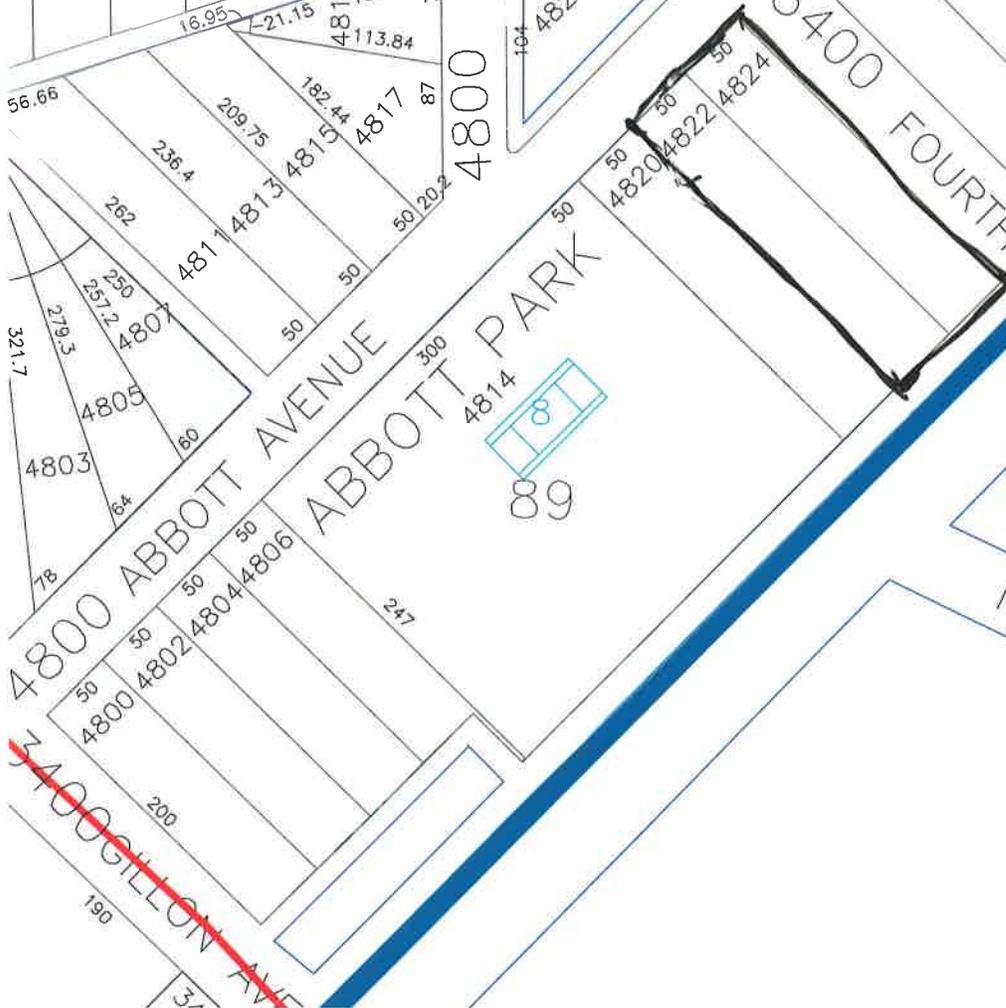
4800 ABBOTT AVENUE

ABBOTT PARK

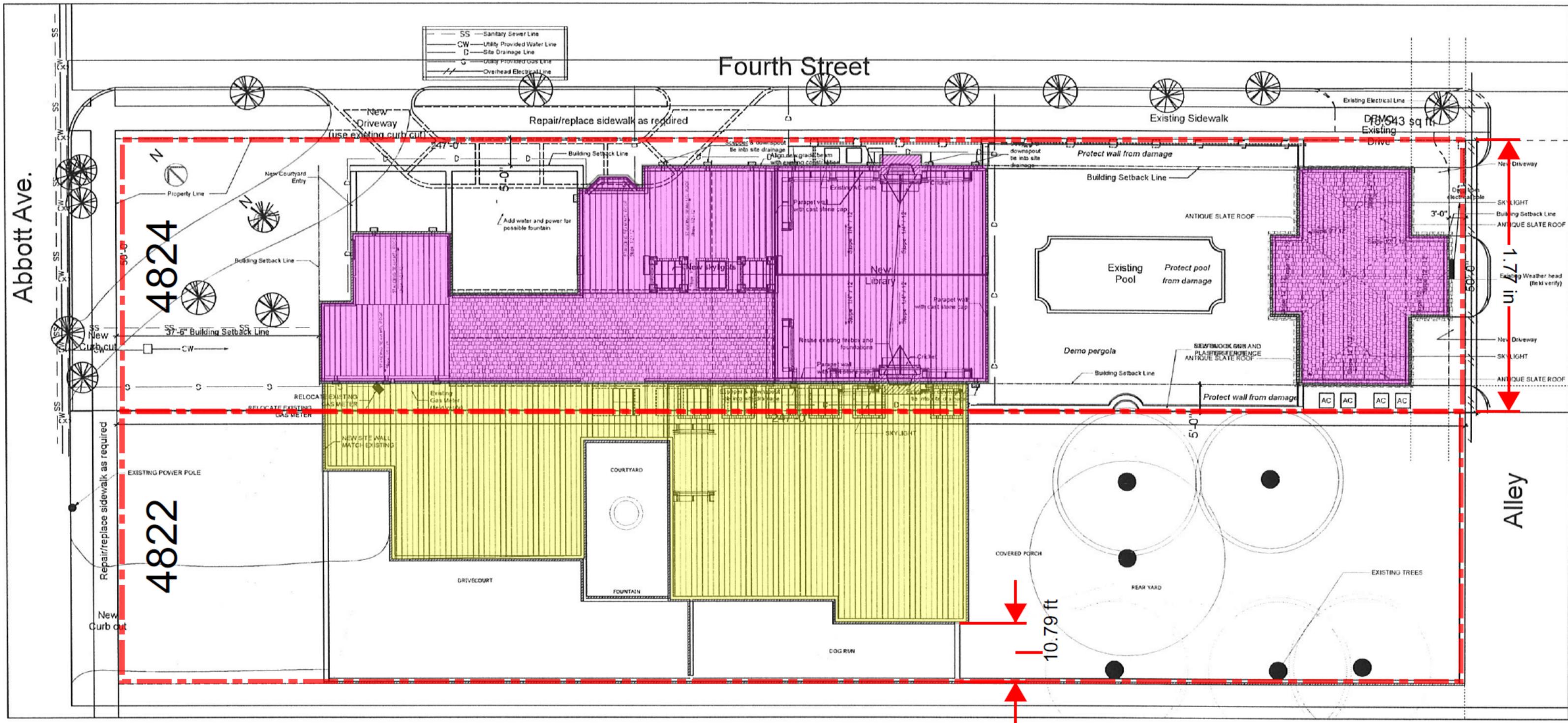


W MOGGILLON AVE

MABRY



ARCHICAD MASTER TEMPLATE (TM) BY BOBROW CONSULTING GROUP. ALL RIGHTS RESERVED | WWW.BOBROW.COM



**1 SITE PLAN**  
SCALE: 1" = 10'



# TOWN OF HIGHLAND PARK

## Agenda Briefing

Council Meeting: July 10, 2017

Department: Administration

Director: Bill Lindley

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### TITLE

Consider approval of an Interlocal Agreement with Dallas Area Rapid Transit.

### BACKGROUND

In response to discussions with the Town of Highland Park and the City of University Park, Dallas Area Rapid Transit ("DART") developed a Transit Related Improvement Program ("TRIP" or the "Program"). The Program would provide reimbursement to the Town of transportation-related projects on an annual basis. The agreement includes a listing of Town-related five- and ten-year street and communications projects eligible for funding.

Funded in part by the North Central Texas Council of Governments ("NCTCOG"), the TRIP will provide an annual reimbursement to the Town of transit-related sales tax remitted to DART. The agreement is for nine years with identified funding for the first five years. It is anticipated there may be future renewals of the agreement following the first ten years.

DART is scheduled to consider approval of the agreement at its meeting on July 22, 2017. While preliminarily reviewed a few months ago, NCTCOG's formal approval of its financial participation is scheduled in August.

### RECOMMENDATION

Staff recommends approval of the agreement with DART and authorizing the Town Administrator to sign the agreement. The Town Council reviewed this item at its study session on July 5, 2017.

### FINANCIAL IMPACT

If approved, the DART agreement would provide an estimated average annual funding of \$1,600,000 to the Town over the ten-year period.

### ATTACHMENTS:

#### File Name

Transit\_Related\_Improvement\_Program\_Final\_2017.docx

#### Description

Proposed Agreement-Updated

**INTERLOCAL AGREEMENT BETWEEN DALLAS AREA RAPID TRANSIT AND  
TOWN OF HIGHLAND PARK FOR IMPLEMENTATION OF THE APPROVED  
TOWN OF HIGHLAND PARK TRANSIT RELATED IMPROVEMENT  
PROGRAM**

This Interlocal Agreement (“Agreement”) is made and entered into by and between DALLAS AREA RAPID TRANSIT (“DART”), a regional transportation authority organized and existing pursuant to Chapter 452, Texas Transportation Code, and the TOWN OF HIGHLAND PARK (“TOWN”), a Texas home rule municipal corporation. DART and the TOWN are collectively referred to herein as “the Parties.”

**RECITALS**

WHEREAS, the DART Board of Directors has authorized the President/Executive Director or his designee to implement Policy IV.15, Non-Rail TOWN Transit Related Improvement Program (“TRIP Policy”) as stipulated in Board Resolution No. 170003; and

WHEREAS, in April 2017 the Regional Transportation Council approved a fixed amount of federal funds for DART for the period FY17 through FY25, equivalent to 21% DART TRIP eligible cities to permit DART to increase the amount of TRIP funding available for eligible cities beyond what was approved by the DART Board; and

WHEREAS, TOWN has identified certain proposed eligible transit related improvement projects (the “Projects”) and submitted them to DART for inclusion in the TRIP Policy Program; and

WHEREAS, DART has verified that the Projects meet the Program criteria as more specifically described below; and

WHEREAS, TOWN will prepare and submit to DART final plans and specifications (“Engineering Documents” upon request) and has provided probable estimated costs (“Project Budget”) for each of the Projects listed in "Exhibit A" attached hereto and incorporated herein for all purposes; and

WHEREAS, the Texas Government Code and the Texas Transportation Code authorize local governments to contract with each other for the performance of governmental functions and services, including joint funding of transit related improvement projects; and

WHEREAS, it is the desire of the Parties to enter into an agreement for reimbursement by DART of certain of the costs of the Projects in accordance with the TRIP Program Policy;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

## 1. CONTRACT PERIOD

The TRIP Program Policy authorizes project cost reimbursement by DART to TOWN for the period FY17 through FY25. This Agreement provides for reimbursement for Projects for the period FY17 through FY25 (Oct. 1, 2017 through September 30, 2025) and terminates upon DART's final reimbursement for the Projects listed on Exhibit A. This Agreement shall be effective on the date last signed by the Parties (the "Effective Date").

## 2. MAXIMUM FUNDING

A. The amount of annual TRIP Policy Program funding for Project reimbursement by DART to TOWN under this Agreement is made up of two components as follows:

1. Reimbursement by DART to TOWN under this Agreement. shall not exceed 21 % of the actual fiscal year sales tax received by DART from TOWN, and accordingly involves a true-up procedure at the end of each fiscal year and described below.
2. The TRIP Program Policy also authorizes DART to reimburse TOWN an additional estimated 21% of TOWN sales tax if funds to do so are provided to DART from the Regional Transportation Council ("RTC"), as shown in Table 1 Row 2 below. TOWN acknowledges that this portion of the reimbursement to TOWN is contingent upon DART's receipt of funds pursuant to a separate agreement between DART and NCTCOG. The funding provided to DART from the RTC will be a fixed amount as reflected below in Table 1 Row 2 below.
3. Accordingly, when combined with the RTC funding provided to DART, the funding provided to TOWN for the TRIP Program Project reimbursement is estimated as approximately 42 % of the sales tax collected within TOWN each year. The table below describes amounts for the dual means of funding.

**Table 1**

<b>Fiscal Year</b>	<b>DAR 21 %</b>	<b>RTC 21 %</b>	<b>Total Reimbursement</b>
FY17	\$ 708,164	\$ 708,164	\$ 1,416,329
FY18	\$ 729,409	\$ 729,409	\$ 1,458,819
FY19	\$ 751,292	\$ 751,292	\$ 1,502,583
FY20	\$ 773,830	\$ 773,830	\$ 1,547,661
FY21	\$ 797,045	\$ 797,045	\$ 1,594,091
FY22	\$ 820,957	\$ 820,957	\$ 1,641,913
FY23	\$ 845,585	\$ 845,585	\$ 1,691,171
FY24	\$ 870,953	\$ 870,953	\$ 1,741,906
FY25	\$ 897,082	\$ 897,082	\$ 1,794,163
<b>Total</b>	<b>\$ 7,194,318</b>	<b>\$ 7,194,318</b>	<b>\$14,388,636</b>

Actual DART sales tax collections may vary in any given year from the estimates shown above in of Table 1 Row 1. Accordingly, at the end of each fiscal year covered by this Agreement, DART shall prepare a year-end calculation of sales tax collected within the TOWN in order to accurately reflect the maximum funding allowable under the TRIP Policy for the fiscal year as described in subsection A above. If the estimate in row 1 of Table 1 exceeds or understates the actual maximum reimbursement allowable under the Policy (21%), DART will adjust the reimbursement amount for the next fiscal year based on the difference. The final request for reimbursement and payment of reimbursement for FY25 shall be made following the month the actual sales taxes collected within TOWN can be determined and shall be based on the actual sales tax collected for FY25 and adjusted for any applicable prior underpayment or overpayment based on estimates. The funding set out in Table 1 Row 2 above is a fixed amount for each year and will not change from year to year, and therefore requires no subsequent adjustment.

### 3. ELIGIBLE PROJECTS

To be eligible for reimbursement under the TRIP Policy Program, a project must be authorized under and consistent with the provisions of Chapter 452 of the Texas Transportation Code. Projects may include planning, environmental impact studies, engineering, final design, right of way acquisition, construction, testing, inspection, surveying, operations and maintenance of a transit capital or transit supportive capital project including traffic control systems and public safety communication systems, senior citizen transportation services, transit voucher programs or other transit services not otherwise available from DART.

Eligible Projects (Exhibit A) under this Agreement may include projects completed in FY16 and during the period FY17 through FY25. TOWN may request reallocation of the reimbursement to other eligible Projects by a proposed amendment to this Agreement, which must be approved by the Parties. No DART Board action is required for reallocation unless the total reimbursement amount is requested to be readjusted.

### 4. ENGINEERING RESPONSIBILITIES

- A. TOWN shall prepare and provide to DART (to the extent requested) the Engineering Documents, Project Budgets and all other documents, specifications, and engineering necessary for procurement and award of the contracts as necessary to complete the Projects and in accordance with the TOWN Code and Texas statutes.
- B. DART shall review the Engineering Documents and Project Budgets (the “Approved Plans”) if required to verify compliance with the TRIP Policy Program. In the event changes to the Approved Plans are subsequently necessary for any reason, TOWN shall, at its own cost, make such corrections necessary to the Approved Plans. TOWN acknowledges DART has no responsibility for accuracy, completeness or constructability of the Approved Plans or for means or methods of procurement or construction and does not provide any warranty as to the Project itself or for suitability of the Project for any particular purpose.

## 5. CONSTRUCTION

- A. TOWN or TOWN's contractor will perform the construction or implementation of the Projects in accordance with the plans provided to DART and, in accordance with all applicable local, state and federal law, building codes, DART specifications, if applicable, and other applicable law or regulations. Any work beyond the plans provided to DART, including by example and not limitation, for utility relocation, purchasing real or other property, field changes, supplemental agreements, change orders, cost overruns or damages for owner delay that may become necessary for or to the Projects shall be the financial responsibility of the TOWN and are not reimbursable to the extent they exceed limitation of the TRIP Policy as to funding or scope of the Project. TOWN will supervise and inspect all work performed for the Project and will provide such engineering, inspection and testing services as may be required to ensure that the construction and Project installation is accomplished in accordance with the Approved Plans. TOWN acknowledges DART has no inspection obligations, though DART representatives will be allowed reasonable access to the Project during design, construction, and implementation through final completion, and subsequently reasonable access for a period three years thereafter to all books and records relating to the Project.
- B. Upon completion of the Project (which must include functional use of the Project) TOWN shall provide to DART a "Certificate of Acceptance and Final Completion", acknowledging that the Project(s) has been completed in accordance with the Approved Plans. Additionally, within 30 days after receiving final reimbursement for the Project from DART, TOWN shall deliver to DART a final set of "as-built" plans for the Project. DART shall be allowed reasonable access to view or inspect the completed Project prior to providing the final reimbursement funds.

## 6. MAINTENANCE AND WARRANTY REQUIREMENTS

Upon completion of the Project, TOWN shall commence and continue to fully maintain the Project over the useful life of the Project. TOWN shall require and obtain a written warranty for all work related to the Project against defects in materials and workmanship for a minimum period of one (1) year from completion of the Project.

## 7. FUNDING AND REIMBURSEMENT PROCEDURES

- A. No more than once per calendar month DART will reimburse TOWN for Project costs for completed work based upon paid invoices, supported by written evidence of expenses and payments for eligible Project costs. Each invoice must include a written certification from an engineer specifying the work has been completed up to the point for which payment has been made in accordance with the Plans provided to DART. DART will not prepay any expenses or prepay for work before it is done.
- B. Any Project costs in excess of the maximum annual reimbursement allowable in this Agreement shall be paid by TOWN.

- C. DART shall remit reimbursement funds by electronic transfer or by a check or warrant made payable to TOWN and not to any other party.
- D. DART may cancel the TRIP Program Policy at any time, however, DART may not cancel the obligation to fund the Projects hereunder to the extent covered by this Agreement, other than as set forth below.

## 8. EFFECT OF WITHDRAWAL ELECTION

If TOWN calls an election to withdraw from DART, no new applications for reimbursement will be considered, payments under this Agreement and any other existing agreements for TRIP Policy Program reimbursement for TOWN will be immediately suspended and no new or pending applications will be recommended for reimbursement.

If the withdrawal election fails and the TOWN continues to allocate a one cent sales tax to DART, payments under this Agreements will resume. If the withdrawal election is successful and the TOWN withdraws from DART, no further applications will be addressed or received from TOWN and no new allocations of funds under the TRIP Policy shall be made to TOWN. This Agreement and all other existing agreements with TOWN for TRIP Policy reimbursement shall be deemed mutually cancelled and no further funding or reimbursement shall be provided by DART. Funds previously paid to TOWN for any TRIP project by DART, whether hereunder or otherwise, shall be included as part of the TOWN's total financial obligation to DART.

## 9. MISCELLANEOUS

- A. Third Party Beneficiaries. There are no third-party beneficiaries of this Agreement.
- B. Entire Agreement. The recitals and exhibits to this Agreement are incorporated herein for all purposes. This Agreement constitutes the entire agreement of DART and TOWN with respect to the subject matter hereof.
- C. Amendment. This Agreement may not be amended except by a writing signed by the Party against whom enforcement of such amendment is sought.
- D. Termination. If either Party breaches or is in default of this Agreement, the non-defaulting Party may terminate this Agreement after twenty (20) days written notice to the other Party, allowing for cure of the default within this time period.
- E. Governing Law and Construction. This Agreement shall be governed and construed as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes and decisions of the State of Texas. This Agreement shall be construed fairly and in accordance with its plain meaning, without regard to the Party who may have drafted parts or all of this Agreement.

- F. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.
- G. Terminology. “Hereunder,” “hereof,” and similar or related terminology refers to this entire Agreement. Where appropriate, all references to the singular shall include the plural and vice versa and all references to any gender shall include any and every other gender.
- H. Execution of Multiple Originals. This Agreement may be executed in any number of counterparts, each deemed to be an original.
- I. Authority to Execute. The individual signatories below represent they have authority to sign for and bind the respective Party.
- J. Notices. All notices pursuant to this Agreement shall be sent by certified mail return receipt requested or hand delivered with signed delivery evidence to the following person(s):

For TOWN:  
 Steve Alexander, Finance Director  
 Town of Highland Park  
 4700 Drexel Ave.  
 Highland Park, Texas 75205

For DART:  
 Todd Plesko, VP Planning and Development  
 Dallas Area Rapid Transit  
 1401 Pacific Ave.  
 Dallas, Texas 75202

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

DALLAS AREA RAPID TRANSIT

TOWN OF HIGHLAND PARK

By: \_\_\_\_\_  
 Name: Gary C. Thomas, P.E.  
 President Executive Director

By: \_\_\_\_\_  
 Name: Bill Lindley  
 Town Administrator

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

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

## Exhibit "A"

Eligible Highland Park Projects	Initial Five- Year Period					Total
	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	
Preston Road FY 2015-16 Carryover	\$ 1,312,320	\$ -	\$ -	\$ -	\$ -	\$ 1,312,320
Preston Road	-	1,319,520	474,000	-	-	1,793,520
Streets & Miscellaneous Concrete	945,658	975,919	1,007,148	1,039,377	1,072,637	5,040,739
Street Lighting	25,500	25,000	25,000	25,000	25,000	125,500
Livingston Avenue Rehabilitation	-	410,000	-	-	-	410,000
Armstrong Parkway Reconstr./Rehab.	-	850,000	780,720	-	-	1,630,720
Hillcrest Avenue Rehabilitation	-	-	-	600,000	-	600,000
Douglas Avenue Rehabilitation	-	-	-	-	500,280	500,280
Wycliffe/Oak Lawn Signal Improvements	-	-	-	-	250,000	250,000
Herschel/Oak Lawn Signal improvements	-	-	-	-	175,000	175,000
Lakeside Drive Reconstruction	-	1,700,000	-	-	-	1,700,000
Project 25 Public Safety Radio System FY 2016-17 Carryover	200,000	-	-	-	-	200,000
Project 25 Public Safety Radio System*	-	-	644,768	644,768	644,768	1,934,304
<b>Total Eligible Projects Highland Park Cost Estimate</b>	<b>\$ 2,483,478</b>	<b>\$ 5,280,439</b>	<b>\$ 2,931,636</b>	<b>\$ 2,309,145</b>	<b>\$ 2,667,685</b>	<b>\$ 15,672,383</b>
<b>Estimated Reimbursement Funding from DART</b>	<b>\$ 1,416,328</b>	<b>\$ 1,458,818</b>	<b>\$ 1,502,584</b>	<b>\$ 1,547,660</b>	<b>\$ 1,594,090</b>	<b>\$ 7,519,480</b>

\* Annual Lease Adjusted for Current Project Costs

Eligible Projects	Second Four- Year Period Based Upon Projections					Total
	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25		
Streets & Miscellaneous Concrete	\$ 1,106,961	\$ 1,142,384	\$ 1,178,940	\$ 1,216,666	\$ 4,644,951	
Street Lighting	25,000	25,000	25,000	25,000	100,000	
Douglas Avenue Rehabilitation	601,440	-	-	-	601,440	
Westside Drive Reconstruction	1,150,000	-	-	-	1,150,000	
Abbott Avenue Rehab./Reconstr.	-	968,418	894,326	-	1,862,744	
Mockingbird Lane Resurfacing	-	-	580,000	-	580,000	
Lomo Alto Drive Rehabilitation	-	-	-	927,372	927,372	
Project 25 Public Safety Radio System*	644,768	644,768	644,768	644,768	2,579,072	
<b>Total Eligible Projects</b>	<b>\$ 3,528,169</b>	<b>\$ 2,780,570</b>	<b>\$ 3,323,034</b>	<b>\$ 2,813,806</b>	<b>\$ 12,445,579</b>	
<b>Reimbursement Funding</b>	<b>\$ 1,641,913</b>	<b>\$ 1,691,171</b>	<b>\$ 1,741,906</b>	<b>\$ 1,794,163</b>	<b>\$ 6,869,153</b>	
Total Funding FY17 through FY25					<b>\$ 14,388,633</b>	

\* Annual Lease Adjusted for Current Project Costs



# TOWN OF HIGHLAND PARK

## Agenda Briefing

Council Meeting: July 10, 2017

Department: Engineering

Director: Lori Chapin, P.E.

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### TITLE

Consider rejecting bids received for the rehabilitation and painting of the two bridges on Armstrong Avenue.

### BACKGROUND

On June 9, 2017, two bids were received for the rehabilitation and painting of the two bridges on Armstrong Avenue. The low bid in the amount of \$321,500.00 was submitted by Jay Reese Contractors. The proposed rehabilitation includes the repair of concrete pedestals, installation of a power supply, installation of street light bases and lights, installation of irrigation lines to the landscape baskets, and paint removal and repainting of the bridges. The low bid exceeded the Town's estimate of \$213,000.00, mainly due to the unexpected high unit price of paint chip containment.

### RECOMMENDATION

Staff recommends rejecting the bids in order to re-evaluate the scope of work by allowing completion of some of the items in-house or with smaller, local contractors. The Town Council reviewed this item at its study session on July 5, 2017.

### FINANCIAL IMPACT

None.

### ATTACHMENTS:

File Name	Description
Council_Bid_Tab.xlsx	Bid Tabulation
BRIDGES.pdf	Location Map

**TOWN OF HIGHLAND PARK, TEXAS**

**BID TABULATION**

Bid Date: 4/14/2017

**Armstrong Bridge Rehabilitation and Painting 2017**

				<b>Town's Estimate</b>		Jay Reese Contractors 32780 Ranch Road 12 Dripping Springs, Texas 78620 512-829-5360 512-829-5366		Gibson & Associates Inc. 11210 Ryliecrest Drive / P.O. Box 800579 Balch Springs, Texas 75180 972- 557-1199					
<b>Item</b>	<b>Qty</b>	<b>Unit</b>	<b>Description</b>	<b>Unit Cost</b>	<b>Total Amount</b>	<b>Unit Cost</b>	<b>Total Amount</b>	<b>Unit Cost</b>	<b>Total Amount</b>	<b>Unit Cost</b>	<b>Total Amount</b>	<b>Unit Cost</b>	<b>Total Amount</b>
1	1	LS	REMOVE AND DISPOSE OF PAINT	\$80,000.00	\$80,000.00	\$172,000.00	\$172,000.00	\$154,500.00	\$154,500.00	\$0.00	\$0.00	\$0.00	\$0.00
2	1	EA	REPAIR DAMAGED CONCRETE PEDESTAL LOCATION 1	\$6,500.00	\$6,500.00	\$10,000.00	\$10,000.00	\$10,250.00	\$10,250.00	\$0.00	\$0.00	\$0.00	\$0.00
3	1	EA	REPAIR DAMAGED CONCRETE PEDESTAL LOCATION 2	\$6,500.00	\$6,500.00	\$10,000.00	\$10,000.00	\$10,250.00	\$10,250.00	\$0.00	\$0.00	\$0.00	\$0.00
4	1	EA	REPAIR DAMAGED CONCRETE PEDESTAL LOCATION 3	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00	\$10,250.00	\$10,250.00	\$0.00	\$0.00	\$0.00	\$0.00
5	1	EA	REPAIR DAMAGED CONCRETE PEDESTAL LOCATION 4	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00
6	6	EA	REPAIR DAMAGED / SPALLING/CRACKING AREA	\$1,500.00	\$9,000.00	\$1,500.00	\$9,000.00	\$850.00	\$5,100.00	\$0.00	\$0.00	\$0.00	\$0.00
7	1	LS	PAINT PEDESTAL AND SIDE WALL	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$21,600.00	\$21,600.00	\$0.00	\$0.00	\$0.00	\$0.00
8	1	LS	PAINT BOTH ARCS AND BRIDGE SIDES	\$25,000.00	\$25,000.00	\$18,000.00	\$18,000.00	\$8,800.00	\$8,800.00	\$0.00	\$0.00	\$0.00	\$0.00
9	8	EA	INSTALL POWER SUPPLY	\$1,500.00	\$12,000.00	\$1,000.00	\$8,000.00	\$2,500.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00
10	8	EA	INSTALL STREET LIGHT MOUNTING SUPPORT/BASES	\$2,500.00	\$20,000.00	\$2,000.00	\$16,000.00	\$1,800.00	\$14,400.00	\$0.00	\$0.00	\$0.00	\$0.00
11	8	EA	INSTALL STREET LIGHTS	\$1,500.00	\$12,000.00	\$500.00	\$4,000.00	\$1,300.00	\$10,400.00	\$0.00	\$0.00	\$0.00	\$0.00
12	8	EA	INSTALL IRRIGATION LINES TO BASKETS	\$500.00	\$4,000.00	\$3,500.00	\$28,000.00	\$2,025.00	\$16,200.00	\$0.00	\$0.00	\$0.00	\$0.00
13	1	LS	INSTALL CONDUIT AND REMOVE AND REPLACE CONCRETE	\$12,000.00	\$12,000.00	\$18,000.00	\$18,000.00	\$46,400.00	\$46,400.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>					<b>\$213,000.00</b>		<b>\$321,500.00</b>		<b>\$330,650.00</b>		<b>\$0.00</b>		<b>\$0.00</b>





# TOWN OF HIGHLAND PARK

## Agenda Briefing

Council Meeting: July 10, 2017

Department: Town Services

Director: Ronnie Brown

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### TITLE

Consider approval of amending the current commercial solid waste and portable toilet services franchise ordinance to include grease trap service providers.

### BACKGROUND

On September 23, 2013, the Town Council approved the establishment of a commercial solid waste and portable toilet service franchise. The establishment of the franchise allows the Town to collect fees for the use of public streets within the Town. The authority to establish and collect franchise fees is outlined in Chapter 10 of the Town Charter.

With the possible addition of an ordinance regulating Fats, Oils, and Grease in food establishments which would require inspection and cleaning of commercial grease traps, it seems appropriate to require grease trap service providers to obtain a franchise permit to operate within the Town. The Town initially set the franchise fee for commercial solid waste and portable toilet service providers at five percent of their gross receipts for a three-year term. Each service provider is granted a non-exclusive franchise for the provision of services within the Town. As current franchise agreements expire, staff suggests that the term of the franchise agreement be extended to a five-year term. The Town may also consider reserving the right to adjust the current franchise fee of five percent during the term of the franchise agreement in order to assist in funding improvements in residential services.

### RECOMMENDATION

Staff recommends amending the current commercial solid waste and portable toilet service franchise ordinance to include grease trap service providers, and extending the term to five years. This item was reviewed at the July 5, 2017 Town Council Study Session.

### FINANCIAL IMPACT

The expansion of the franchise fee to cover grease trap service providers is estimated to generate \$2,200.

### ATTACHMENTS:

File Name	Description
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No Attachments Available