



*Town of Highland Park, Texas*  
**TOWN COUNCIL STUDY SESSION**  
**A G E N D A**

8:00 AM  
August 8, 2017

4700 Drexel Drive  
Executive Conference Room

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**UPCOMING AGENDA DISCUSSION**

**Action**

- Review and discuss a proposal to set a preliminary property tax rate for Fiscal Year 2017-18 and schedule two public hearings on the proposal.

**Consent**

- Review and discuss an ordinance amending the Town's Code of Ordinances to add a "No Parking" designation on Byron Avenue between Beverly Drive and Cornell Avenue during school hours.
- Review and discuss a proposal submitted by MESA Design Group for the Conceptual Design and Development of Hackberry Creek Improvements.
- Review and discuss a Use of Public Right-Of-Way Agreement to allow replacing a wooden fence at 3101 Cornell Avenue that encroaches into the right-of-way on Airline Road.

**FUTURE AGENDAS DISCUSSION**

- Review and discuss the Proposed Budget and Capital Improvement Plan for Fiscal Year 2017-18.

**REPORTS**

- Review and discuss a report on the construction and design development for Building G in the Highland Park Village.

**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: August 8, 2017

Department: Fiscal & Human Resources

Director: Steven J. Alexander

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### **TITLE**

Review and discuss a proposal to set a preliminary property tax rate for Fiscal Year 2017-18 and schedule two public hearings on the proposal.

### **BACKGROUND**

The Texas Property Tax Code requires that when a proposed tax rate exceeds the effective tax rate, the taxing unit's governing body must vote on a proposal to consider a tax increase. Additionally, the governing body must vote to place a proposal to adopt the rate on the agenda of a future meeting as an action item. The vote does not bind the governing body to the preliminary tax rate set; however, should the Town Council at a later date consider a tax rate other than the preliminary tax rate set, it cannot consider a higher tax rate. As such, the Council may consider setting the current tax rate of \$0.2200 as the preliminary rate while discussion ensues regarding the Proposed Budget for Fiscal Year 2017-18.

The attached 2017 Effective Tax Rate and Rollback Tax Rate Calculation Worksheets detail the computation of the Town's Effective and Rollback Tax Rates. The Effective Tax Rate is \$0.214177 and the Rollback Tax Rate is \$0.231311 per \$100 of taxable assessed value.

### **RECOMMENDATION**

The staff recommends that the Council vote to set the preliminary tax rate at its regular meeting on Monday, August 14, 2017, and place a proposal to adopt a property tax rate on the agenda for the Town Council meeting on Monday, September 11, 2017.

The staff further recommends scheduling the first public hearing on the preliminary tax rate at 4:00 p.m. on Monday, August 28, 2017, and the second public hearing on the preliminary tax rate on at 8:00 a.m. on Tuesday, September 5, 2017.

### **FINANCIAL IMPACT**

There is no financial impact relating to this agenda item at this time.

### **ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>
Town_of_Highland_Park_2017_ETR_RTR.pdf	2017 Effective Tax Rate/Rollback Tax Rate Calculations

# 2017 Tax Rate Calculation Worksheet

Date: 07/28/2017 09:07 AM

## Taxing Units Other Than School Districts or Water Districts

### Town of Highland Park

Taxing Unit Name

Phone (area code and number)

<>

Taxing Unit's Address, City, State, Zip

Taxing Unit's Website Address

**GENERAL INFORMATION:** Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the effective tax rate and rollback tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. School districts do not use this form, but instead use Comptroller Form 50-859 Tax Rate Calculation Worksheet for School Districts. Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 Water District Rollback Tax Rate Worksheet. This worksheet is provided to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

### SECTION 1: Effective Tax Rate (No New Taxes)

The effective tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the effective tax rate should decrease.

The effective tax rate for a county is the sum of the effective tax rates calculated for each type of tax the county levies.

Effective Tax Rate Activity	Amount/Rate
<b>1. 2016 total taxable value.</b> Enter the amount of 2016 taxable value on the 2016 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-third over-appraisal corrections from these adjustments. This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (will deduct taxes in Line 14). <sup>1</sup>	\$5,748,092,020
<b>2. 2016 tax ceilings.</b> Counties, cities and junior college districts. Enter 2016 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2016 or a prior year for homeowners age 65 or older or disabled, use this step. <sup>2</sup>	\$0
<b>3. Preliminary 2016 adjusted taxable value.</b> Subtract Line 2 from Line 1.	\$5,748,092,020
<b>4. 2016 total adopted tax rate.</b>	\$0.220000/\$100
<b>5. 2016 taxable value lost because court appeals of ARB decisions reduced 2016 appraised value.</b> <b>A. Original 2016 ARB Values.</b>	\$55,164,660
<b>B. 2016 values resulting from final court decisions.</b>	\$50,397,260
<b>C. 2016 value loss.</b> Subtract B from A. <sup>3</sup>	\$4,767,400
<b>6. 2016 taxable value, adjusted for court-ordered reductions.</b> Add Line 3 and Line 5C.	\$5,752,859,420
<b>7. 2016 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2016.</b> Enter the 2016 value of property in deannexed territory. <sup>4</sup>	\$0
<b>8. 2016 taxable value lost because property first qualified for an exemption in 2017.</b> Note that lowering the amount or percentage of an existing exemption does not create a new exemption or reduce taxable value. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount.	

Do not include value lost to freeport or goods-in-transit exemptions.	
A. <b>Absolute exemptions.</b> Use 2016 market value:	\$0
B. <b>Partial exemptions.</b> 2017 exemption amount or 2017 percentage exemption times 2016 value:	\$30,004,140
C. <b>Value loss.</b> Add A and B. <sup>5</sup>	\$30,004,140
<b>9. 2016 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2017.</b> Use only properties that qualified in 2017 for the first time; do not use properties that qualified in 2016.	
A. <b>2016 market value:</b>	\$0
B. <b>2017 productivity or special appraised value:</b>	\$0
C. <b>Value loss.</b> Subtract B from A. <sup>6</sup>	\$0
<b>10. Total adjustments for lost value.</b> Add lines 7, 8C and 9C.	\$30,004,140
<b>11. 2016 adjusted taxable value.</b> Subtract Line 10 from Line 6.	\$5,722,855,280
<b>12. Adjusted 2016 taxes.</b> Multiply Line 4 by Line 11 and divide by \$100.	\$12,590,281
<b>13. Taxes refunded for years preceding tax year 2016.</b> Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2016. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2016. This line applies only to tax years preceding tax year 2016. <sup>7</sup>	\$16,665
<b>14. Taxes in tax increment financing (TIF) for tax year 2016.</b> Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2017 captured appraised value in Line 16D, enter 0. <sup>8</sup>	\$0
<b>15. Adjusted 2016 taxes with refunds and TIF adjustment.</b> Add Lines 12 and 13, subtract Line 14. <sup>9</sup>	\$12,606,946
<b>16. Total 2017 taxable value on the 2017 certified appraisal roll today.</b> This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 18). These homesteads include homeowners age 65 or older or disabled. <sup>10</sup>	
A. <b>Certified values:</b>	\$5,945,671,240
B. <b>Counties:</b> Include railroad rolling stock values certified by the Comptroller's office:	\$0
C. <b>Pollution control and energy storage system exemption :</b> Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property:	\$0
D. <b>Tax increment financing:</b> Deduct the 2017 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2017 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 21 below. <sup>11</sup>	\$0

E. <b>Total 2017 value.</b> Add A and B, then subtract C and D.	\$5,945,671,240
<b>17. Total value of properties under protest or not included on certified appraisal roll.<sup>12</sup></b>  <b>A. 2017 taxable value of properties under protest.</b> The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value. <sup>13</sup>  <b>B. 2017 value of properties not under protest or included on certified appraisal roll.</b> The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about, but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value. <sup>14</sup>  <b>C. Total value under protest or not certified:</b> Add A and B.	  \$66,442,367  \$0  \$66,442,367
<b>18. 2017 tax ceilings.</b> Counties, cities and junior colleges enter 2017 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2016 or a prior year for homeowners age 65 or older or disabled, use this step. <sup>15</sup>	\$0
<b>19. 2017 total taxable value.</b> Add Lines 16E and 17C. Subtract Line 18.	\$6,012,113,607
<b>20. Total 2017 taxable value of properties in territory annexed after Jan. 1, 2016.</b> Include both real and personal property. Enter the 2017 value of property in territory annexed. <sup>16</sup>	\$0
<b>21. Total 2017 taxable value of new improvements and new personal property located in new improvements.</b> New means the item was not on the appraisal roll in 2016. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2016, and be located in a new improvement. New improvements <b>do</b> include property on which a tax abatement agreement has expired for 2017. <sup>17</sup>	\$125,892,289
<b>22. Total adjustments to the 2017 taxable value.</b> Add Lines 20 and 21.	\$125,892,289
<b>23. 2017 adjusted taxable value.</b> Subtract Line 22 from Line 19.	\$5,886,221,318
<b>24. 2017 effective tax rate.</b> Divide Line 15 by Line 23 and multiply by \$100. <sup>18</sup>	\$0.214177/\$100
<b>25. COUNTIES ONLY.</b> Add together the effective tax rates for each type of tax the county levies. The total is the 2017 county effective tax rate. <sup>19</sup>	

<sup>1</sup>Tex. Tax Code Section 26.012(14)

<sup>2</sup>Tex. Tax Code Section 26.012(14)

<sup>3</sup>Tex. Tax Code Section 26.012(13)

<sup>4</sup>Tex. Tax Code Section 26.012(15)

<sup>5</sup>Tex. Tax Code Section 26.012(15)

<sup>6</sup>Tex. Tax Code Section 26.012(15)

<sup>7</sup>Tex. Tax Code Section 26.012(13)

<sup>8</sup>Tex. Tax Code Section 26.03(c)

<sup>9</sup>Tex. Tax Code Section 26.012(13)

<sup>10</sup>Tex. Tax Code Section 26.012

<sup>11</sup>Tex. Tax Code Section 26.03(c)

<sup>12</sup>Tex. Tax Code Section 26.01(c) and (d)

<sup>13</sup>Tex. Tax Code Section 26.01(c)

<sup>14</sup>Tex. Tax Code Section 26.01(d)

<sup>15</sup>Tex. Tax Code Section 26.012(6)

<sup>16</sup>Tex. Tax Code Section 26.012(17)

## SECTION 2: Rollback Tax Rate

The rollback tax rate is split into two separate rates:

1. **Maintenance and Operations (M&O):** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus eight percent. This rate accounts for such things as salaries, utilities and day-to-day operations.
2. **Debt:** The debt tax rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The rollback tax rate for a county is the sum of the rollback tax rates calculated for each type of tax the county levies. In most cases the rollback tax rate exceeds the effective tax rate, but occasionally decreases in a taxing unit's debt service will cause the effective tax rate to be higher than the rollback tax rate.

Rollback Tax Rate Activity	Amount/Rate
<b>26. 2016 maintenance and operations (M&amp;O) tax rate.</b>	\$0.220000/\$100
<b>27. 2016 adjusted taxable value.</b> Enter the amount from Line 11.	\$5,722,855,280
<b>28. 2016 M&amp;O taxes.</b>	
A. Multiply Line 26 by Line 27 and divide by \$100.	\$12,590,281
B. <b>Cities, counties and hospital districts with additional sales tax:</b> Amount of additional sales tax collected and spent on M&O expenses in 2016. Enter amount from full year's sales tax revenue spent for M&O in 2016 fiscal year, if any. Other taxing units enter 0. Counties exclude any amount that was spent for economic development grants from the amount of sales tax spent.	\$0
C. <b>Counties:</b> Enter the amount for the state criminal justice mandate. If second or later year, the amount is for increased cost above last year's amount. Other taxing units enter 0.	\$0
D. <b>Transferring function:</b> If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in H below. The taxing unit receiving the function will add this amount in H below. Other taxing units enter 0.	\$0
E. <b>Taxes refunded for years preceding tax year 2016:</b> Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2016. This line applies only to tax years preceding tax year 2016.	\$16,665
F. <b>Enhanced indigent health care expenditures:</b> Enter the increased amount for the current year's enhanced indigent health care expenditures above the preceding tax year's enhanced indigent health care expenditures, less any state assistance.	\$0
G. <b>Taxes in TIF:</b> Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2017 captured appraised value in Line 16D, enter 0.	\$0
H. <b>Adjusted M&amp;O Taxes.</b> Add A, B, C, E and F. For taxing unit with D, subtract if discontinuing function and add if receiving function. Subtract G.	\$12,606,946

<b>29. 2017 adjusted taxable value.</b> Enter Line 23 from the Effective Tax Rate Worksheet.	\$5,886,221,318
<b>30. 2017 effective maintenance and operations rate.</b> Divide Line 28H by Line 29 and multiply by \$100.	\$0.214177/\$100
<b>31. 2017 rollback maintenance and operation rate.</b> Multiply Line 30 by 1.08.	\$0.231311/\$100
<b>32. Total 2017 debt to be paid with property taxes and additional sales tax revenue.</b> Debt means the interest and principal that will be paid on debts that: <ul style="list-style-type: none"> <li>(1) are paid by property taxes,</li> <li>(2) are secured by property taxes,</li> <li>(3) are scheduled for payment over a period longer than one year and</li> <li>(4) are not classified in the taxing unit's budget as M&amp;O expenses.</li> </ul> <p>A. <b>Debt</b> also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. Enter debt amount.</p> <p>B. Subtract <b>unencumbered fund amount</b> used to reduce total debt.</p> <p>C. Subtract <b>amount paid</b> from other resources.</p> <p>D. <b>Adjusted debt.</b> Subtract B and C from A.</p>	<p>\$0</p> <p>\$0</p> <p>\$0</p> <p>\$0</p>
<b>33. Certified 2016 excess debt collections.</b> Enter the amount certified by the collector.	\$0
<b>34. Adjusted 2017 debt.</b> Subtract Line 33 from Line 32D.	\$0
<b>35. Certified 2017 anticipated collection rate.</b> Enter the rate certified by the collector. If the rate is 100 percent or greater, enter 100 percent.	100.00%
<b>36. 2017 debt adjusted for collections.</b> Divide Line 34 by Line 35	\$0
<b>37. 2017 total taxable value.</b> Enter the amount on Line 19.	\$6,012,113,607
<b>38. 2017 debt tax rate.</b> Divide Line 36 by Line 37 and multiply by \$100.	\$0/\$100
<b>39. 2017 rollback tax rate.</b> Add Lines 31 and 38.	\$0.231311/\$100
<b>40. COUNTIES ONLY.</b> Add together the rollback tax rates for each type of tax the county levies. The total is the 2017 county rollback tax rate.	

### SECTION 3: Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its effective and rollback tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its effective tax rate and/or rollback tax rate because it adopted the additional sales tax.

Activity	Amount/Rate
<b>41. Taxable Sales.</b> For taxing units that adopted the sales tax in November 2016 or May 2017, enter the Comptroller's estimate of taxable sales for the previous four quarters. <sup>20</sup> Taxing units that adopted the sales tax before November 2016, skip this line.	\$0
<b>42. Estimated sales tax revenue.</b> Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. <sup>21</sup> <b>Taxing units that adopted the sales tax in November 2016 or in May 2017.</b> Multiply the amount on Line 41 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. <sup>22</sup>  <b>- or -</b>  <b>Taxing units that adopted the sales tax before November 2016.</b> Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$0
<b>43. 2017 total taxable value.</b> Enter the amount from Line 37 of the Rollback Tax Rate Worksheet.	\$6,012,113,607
<b>44. Sales tax adjustment rate.</b> Divide Line 42 by Line 43 and multiply by \$100.	\$0/\$100
<b>45. 2017 effective tax rate, unadjusted for sales tax.</b> <sup>23</sup> Enter the rate from Line 24 or 25, as applicable, on the Effective Tax Rate Worksheet.	\$0.214177/\$100
<b>46. 2017 effective tax rate, adjusted for sales tax.</b> <b>Taxing units that adopted the sales tax in November 2016 or in May 2017.</b> Subtract Line 44 from Line 45. Skip to Line 47 if you adopted the additional sales tax before November 2016.	\$0.214177/\$100
<b>47. 2017 rollback tax rate, unadjusted for sales tax.</b> <sup>24</sup> Enter the rate from Line 39 or 40, as applicable, of the Rollback Tax Rate Worksheet.	\$0.231311/\$100
<b>48. 2017 rollback tax rate, adjusted for sales tax.</b> Subtract Line 44 from Line 47.	\$0.231311/\$100

<sup>17</sup>Tex. Tax Code Section 26.012(17)

<sup>18</sup>Tex. Tax Code Section 26.04(c)

<sup>19</sup>Tex. Tax Code Section 26.04(d)

<sup>20</sup>Tex. Tax Code Section 26.041(d)

<sup>21</sup>Tex. Tax Code Section 26.041(i)

<sup>22</sup>Tex. Tax Code Section 26.041(d)

<sup>23</sup>Tex. Tax Code Section 26.04(c)

<sup>24</sup>Tex. Tax Code Section 26.04(c)



#### SECTION 4: Additional Rollback Protection for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Additional Rollback Protection for Pollution Control Activity	Amount/Rate
<b>49. Certified expenses from the Texas Commission on Environmental Quality (TCEQ).</b> Enter the amount certified in the determination letter from TCEQ. <sup>25</sup> The taxing unit shall provide its tax assessor-collector with a copy of the letter. <sup>26</sup>	\$0
<b>50. 2017 total taxable value.</b> Enter the amount from line 37 of the Rollback Tax Rate Worksheet.	\$6,012,113,607
<b>51. Additional rate for pollution control.</b> Divide line 49 by Line 50 and multiply by \$100.	\$0/\$100
<b>52. 2017 rollback tax rate, adjusted for pollution control.</b> Add Line 51 to one of the following lines (as applicable): Line 39, Line 40 (counties) or Line 48 (taxing units with the additional sales tax).	\$0.231311/\$100

#### SECTION 5: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

Effective tax rate (Line 24; line 25 for counties; or line 46 if adjusted for sales tax)	\$0.214177
Rollback tax rate (Line 39; line 40 for counties; or line 48 if adjusted for sales tax)	\$0.231311
Rollback tax rate adjusted for pollution control (Line 52)	\$0.231311

#### SECTION 6: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the taxing unit.

**print here** ◇

Printed Name of Taxing Unit Representative

**sign here** \_\_\_\_\_

Taxing Unit Representative

\_\_\_\_\_   
Date

<sup>25</sup>Tex. Tax Code Section 26.045(d)

<sup>26</sup>Tex. Tax Code Section 26.045(i)



# TOWN OF HIGHLAND PARK

## Agenda Briefing

Council Meeting: August 8, 2017

Department: Engineering

Director: Lori Chapin, P.E.

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### TITLE

Review and discuss an ordinance amending the Town's Code of Ordinances to add a "No Parking" designation on Byron Avenue between Beverly Drive and Cornell Avenue during school hours.

### BACKGROUND

The Town received a request from the Highland Park Independent School District ("HPISD") to install "no parking" signs on Byron Avenue between Beverly Drive and Cornell Avenue. When entering the 5100 Block of Byron Avenue, it is difficult for drivers to maneuver, due to the traffic constraints created by parked vehicles along both sides of the street. The limited access causes concerns regarding the ability of school buses and emergency services vehicles to safely maneuver adjacent to the school. The request for "no parking" along Byron Avenue originated from the changes made to student drop-off locations during the school's remodeling project. Because access along Byron Avenue has been an ongoing concern, HPISD requested that the "no parking" designation along Byron Avenue become a permanent change. This request was evaluated by the Town's Department of Public Safety, the Town Services Department, and the Engineering Department.

### RECOMMENDATION

Staff recommends approval of the ordinance and supports the placement of "No Parking" signs during school hours on Byron Avenue between Beverly Drive and Cornell Avenue.

### FINANCIAL IMPACT

Funding for the placement of signage is available in the Street Department.

### ATTACHMENTS:

File Name	Description
Amending_No-Parking_-_5100_Byron_Ave_During_School_Hours.docx	Proposed Ordinance
ARMSTRONG_EXISTING.pdf	Drawing Depicting Existing Condition
ARMSTRONG_PROPOSED.pdf	Drawing Depicting Proposed Condition

ORDINANCE NO.

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, SECTION 12.07.084 PARKING OR STANDING PROHIBITED DURING CERTAIN HOURS, BY ADDING THE 5100 BLOCK OF BYRON AVENUE BETWEEN CORNELL AND BEVERLY DRIVE**; 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, Section 311.001 of the Texas Transportation Code provides that a home-rule municipality has 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, Section 545.302 of the Texas Transportation Code prohibits stopping, standing, or parking in certain areas, including areas where an official sign prohibits stopping, standing, or parking; and

WHEREAS, the Town desires to implement those rules and regulations that protect health, life, and property and that preserve good government, order, and security of the Town and its inhabitants; and

WHEREAS, the Town has determined that it is a necessity to regulate activities as provided for herein to safeguard the public; 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; and

WHEREAS, the purpose of this ordinance is to promote the public health, safety, and general welfare of the citizens of the Town of Highland Park;

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

SECTION 1. That, the statements contained in the preamble to this ordinance are hereby adopted as findings of fact and as a part of the operative provisions hereof.

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, Sec. 12.07.084 Parking or standing prohibited during certain hours** is amended to add the following:

<u>Street</u>	<u>Extent</u>	<u>Side</u>	<u>Time</u>
Byron Avenue	Starting at the north curb of Beverly Drive and extending in a northerly direction to the south curb of Cornell Avenue.	Both	7:15 a.m. – 9:00 a.m. 2:30 p.m. – 4:30 p.m.

SECTION 3. That, all ordinances or any parts thereof in conflict with the terms of this ordinance shall be and hereby are deemed repealed and of no force or effect.

SECTION 4. . That, any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the penalty provision of Section 1.01.009 of the Code of Ordinances of the Town of Highland Park, as amended. A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

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 14th day of August, 2017.

APPROVED AS TO FORM:

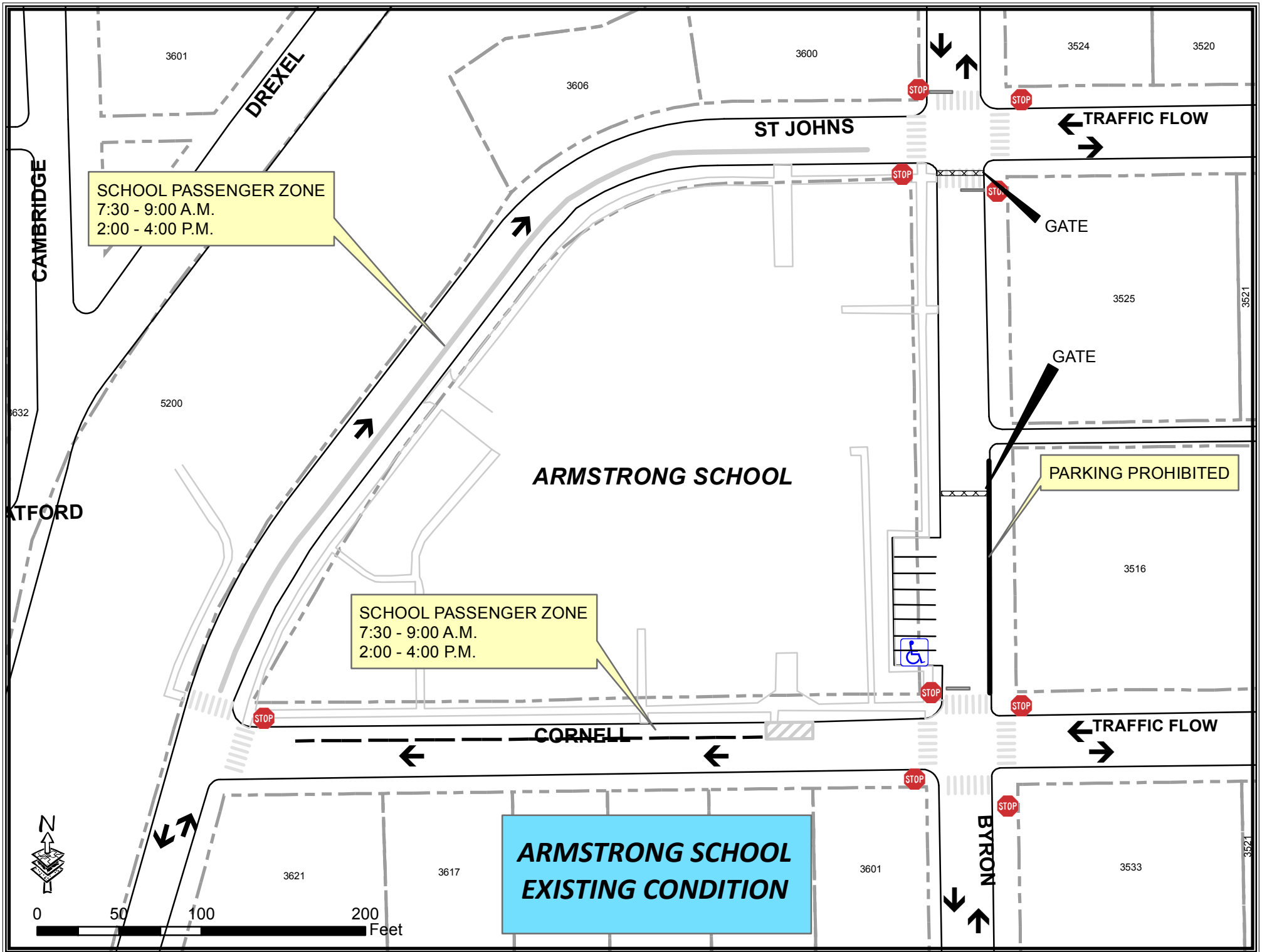
APPROVED:

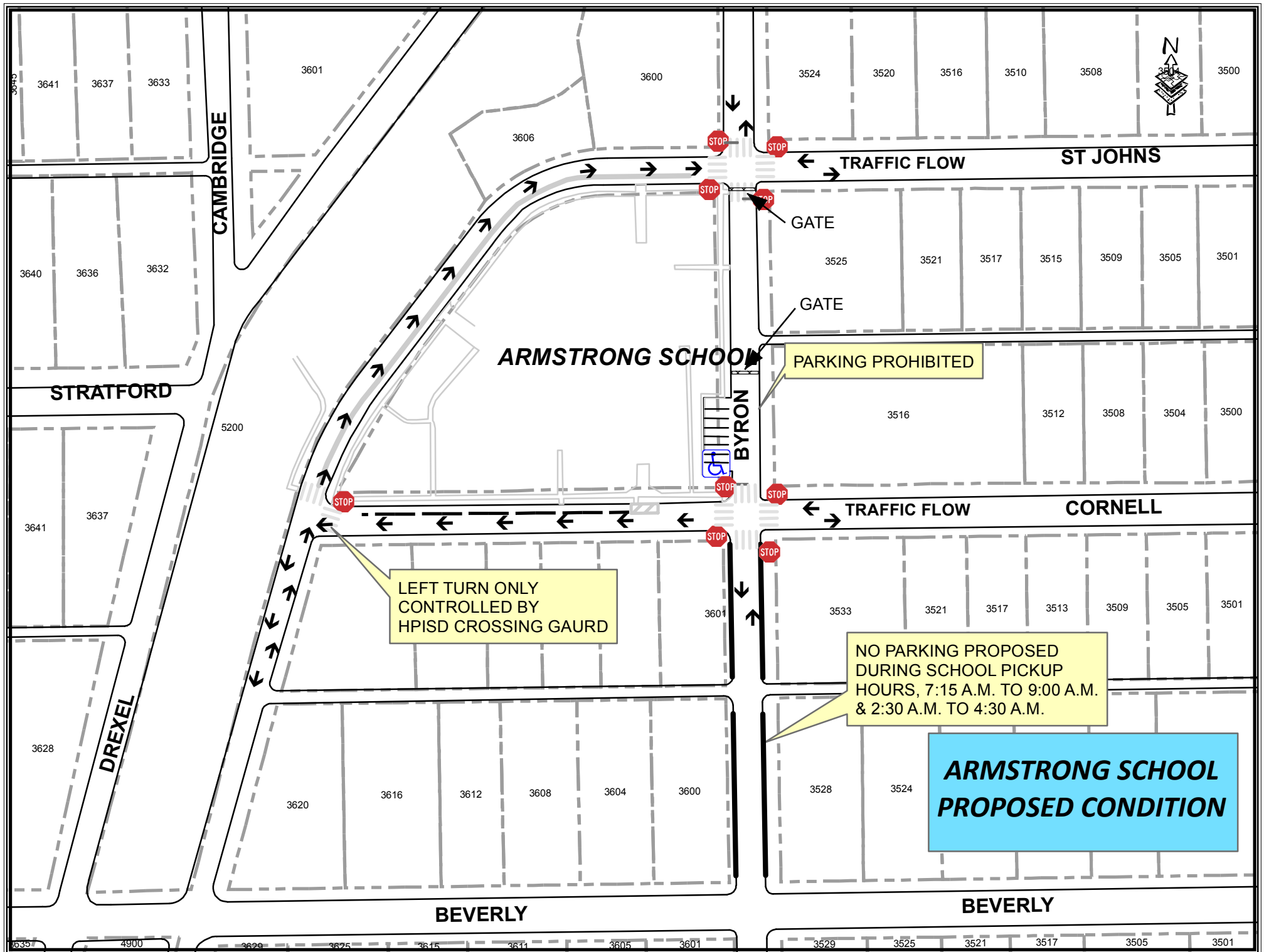
Matthew C.G. Boyle  
Town Attorney

Joel T. Williams, III  
Mayor

ATTEST:

Gayle Kirby  
Town Secretary





LEFT TURN ONLY  
CONTROLLED BY  
HPISD CROSSING GAURD

PARKING PROHIBITED

NO PARKING PROPOSED  
DURING SCHOOL PICKUP  
HOURS, 7:15 A.M. TO 9:00 A.M.  
& 2:30 A.M. TO 4:30 A.M.

**ARMSTRONG SCHOOL  
PROPOSED CONDITION**



## **TOWN OF HIGHLAND PARK**

### **Agenda Briefing**

Council Meeting: August 8, 2017

Department: Town Services

Director: Ronnie Brown

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#### **TITLE**

Review and discuss a proposal submitted by MESA Design Group for the Conceptual Design and Development of Hackberry Creek Improvements.

#### **BACKGROUND**

On April 18, 2017, staff presented an overview of the proposed Conceptual Design and Development of Hackberry Creek Improvements (the "Improvements") to the Town Council. Nine consultants were invited to submit qualifications. On May 18, 2017, the Town received seven responses from qualified consultants.

The staff reviewed the qualifications and selected four semi-finalists to present their understanding of the proposed improvements. Following interviews with the four semi-finalists, the staff selected MESA Design Group ("MESA") as the consultant best suited to provide the professional services necessary develop the Improvements.

On June 29, 2017, staff met with MESA to develop a scope of services proposal and contract for professional services. Staff and MESA met several times and completed the scope of services proposal and the contract for professional services for the Conceptual Design and Development of Hackberry Creek Improvements.

MESA proposes to provide all the landscape architectural services and coordinate O'Brien Engineering Inc. ("OEI") for the engineering services, and Public Information Associates ("PIA") for the public engagement and information services associated with the Improvements. The final report will incorporate an executive summary, feasibility of the proposal improvements, all maps, matrix, diagrams, and public commentary developed during the design process. The design of the proposed Improvements will be completed within 150 days. The Basic Services associated with this proposal are \$284,060.00. Optional Services that may be requested are \$88,250.00. The total professional services for the Conceptual Design and Development Of the Hackberry Creek Improvements will not exceed \$372,310.00.

#### **RECOMMENDATION**

Staff recommends acceptance of the proposal submitted by MESA Design Group to provide the professional services related to the Conceptual Design and Development of Hackberry Creek Improvements.

#### **FINANCIAL IMPACT**

Funding in the amount of \$375,000.00. is identified in the Fiscal Year 2016-17 Capital Improvements Plan.

#### **ATTACHMENTS:**

File Name	Description
MESA_DESIGN_-_Proposal_for_Professional_Services.pdf	Proposal for Professional Services



# Proposal for Professional Services

July 31, 2017

Ronnie Brown  
Town of Highland Park  
4700 Drexel Drive  
Highland Park, Texas 75205

**Project:** Hackberry Creek Improvements  
Highland Park, Texas

Dear Mr. Brown,

This proposal describes the landscape architectural services to be provided by MESA, the engineering services to be provided by O'Brien Engineering Inc. (OEI) and the information services to be provided by Public Information Associates (PIA), the costs of these services and general terms and conditions under which these services would be executed.

## SCOPE OF SERVICES

### **PART ONE: PROJECT KICKOFF AND THE ASSESSMENTS (6 weeks)**

Assessments are the foundation upon which the Hackberry Creek Improvements project approach is founded. Through assessments, the challenges to design, remediation, and restoration will be identified. Such identification reveals the nature of the design concepts to be proposed and establishes performance attributes by which to evaluate them.

#### **Task 1: Kickoff Meeting and Data Collection**

##### **Task 1.1 - MESA Scope**

MESA will meet with Town staff and walk the site to review all existing base data, goals previously developed and new initiatives identified by the Town for the project. A key component of this meeting will be the confirmation of schedules (including key milestones, and critical path elements, etc.) and deliverables. We will also confirm the core Client team, primary points of contact, stakeholder groups, and their roles within the planning process. Dates and formats for public workshops will be discussed.

MESA will gather from the Town, OEI, and other public domain sources, the database needed to undertake assessments described in the following tasks, and will format this information for use in presentations and the final report. At a minimum, this base information will include: aerial photograph of Town (digital image); Town boundaries, thoroughfare maps, zoning maps, and parks/ open space maps; Land use and ownership maps; Town open space and parks plans; Town initiatives/special projects (concurrent to plan); USGS maps (topography); Floodplain/floodway delineations and future projections; Significant environmental systems as necessary (soils, habitats, etc.); and GIS Data (ArcGIS), if available. MESA has the right to rely on this information and any information provided by others.

**Task 1.2 - OEI Scope**

Attendance at kickoff meeting, site visit, and subsequent meetings. OEI will gather available data for the creek area, including LIDAR contour data, utility maps and as-builts (to be provided by the Town), FEMA models, and survey data from previous projects in the area. It is assumed that the Town will provide available GIS data, plans, surveys, and geotechnical data from its past projects.

**Task 1.3 - PIA Scope**

Attendance at kickoff meeting and development of database of stakeholder information (email addresses, etc.)

**Task 2: Hackberry Creek Form Assessment****Task 2.1 - MESA Scope**

MESA will walk the site and review the report previously submitted to the Town by OEI to understand the relationship between built and natural fabric as it is today. The report defines the context within which this Creek Improvement project must succeed in terms of repairs and new construction and defining a form for the creek beyond merely functional. Elements of form that will be reinforced or depreciated by changes to the landscape include:

- Landmarks (Town Hall, Lexington Underpass, Armstrong Elementary, The Town Swimming Pool)
- Edges (Boulevards, streets, private property)
- Nodes (key points of intersection and pausing; within the creek way and with streets, in parks etc.)
- Districts/Sub-districts (Lakeside, Davis, Prather parks and Town Hall)
- Portals (Transitions and thresholds from the urban to the pastoral)
- Transitions/Sequences (hierarchy of plazas, trails, and paths within and into the creek way and parks)
- Nomadic Spaces (claimed by informal use)
- Focal Points (bridges, overlooks, statuary, terminal vistas)

Hackberry Creek moves within and relates to this cognitive structure that defines place for the Town. The design team's assessment will establish the location of such elements of form and their interrelation, especially as it incorporates the creek.

**Task 2.2 - OEI Scope**

OEI will observe the portions of the creek within the study area and look for depths of rock. Observe trees, walls, sidewalks, road, utilities, and other observable features for evidence of slope instability and risk of damage from creek erosion and migration. Look for changes from previous observations that would indicate a rapidly degrading situation.

**Task 3: Contextual Influence Assessment****Task 3.1 - MESA Scope**

MESA will conduct an assessment of the relationship between Hackberry Creek and the surrounding community. The influences of the surrounding community and environment are critical determinants for creek conditions (and opportunities), and are significant determinants for the project. MESA will gather input from the team and document the relevant influences that contribute to these conditions in an effort to establish solutions, recommendations, and guidelines that may address contextual factors within the Town's control that affect the project. These include the state of tree canopy and corresponding conditions of the ground plane underneath. Strategies for tree preservation, maintenance, or removal will be coordinated with a qualified arborist for the corridor and parks.

**Task 3.2 - OEI Scope**

The design team will perform a visual evaluation of the bridges. Safety of pedestrian and vehicular bridges and culverts will be evaluated using visual methods. Visual evaluations will include bridge components as well as evaluation of stream stability and scour by the bridge. The FHWA Bridge Inspector's Reference

Manual and TxDOT Bridge Inspection Manual will be used as references. Following the inspection, OEI will submit a Bridge Inspection Report containing the results of the inspection, including any deficiencies that were found, recommendations for preservation work, sketches, photographs, and inspection notes. No testing or other advanced methods (i.e. such as dye penetrant or corrosion sensors) will be utilized.

**Task 4: Town Council Briefing Session****Task 4.1 - MESA Scope**

MESA will meet with Town Council to understand their collective vision for the project prior to beginning any design studies. This will be an opportunity to gain input from Town Council on the cultural, aesthetic, and historical qualities of Highland Park and the Hackberry Creek corridor that may influence future design studies. This vision will be documented as a series of goal statements, prioritized to guide the subsequent tasks. At this meeting, it is assumed Town Council will identify key stakeholders to be invited to the stakeholder meeting identified below (Part 2, Task 1).

**Task 4.2 - OEI Scope**

Attendance at Town Council work session. Preparation of presentation materials, as necessary.

**Task 4.3 - PIA Scope**

Attendance at Town Council work session. Preparation of materials, as necessary, including:

- Prepare email post with workshop information, submit to Town Secretary for distribution to Town Council members;
- Assist with any required notices when a quorum of Town Council members meets;
- Prepare workshop agenda and materials;
- Prepare a summary of the workshop goals and objectives guiding the master planning effort.

**Task 5: Donor Meeting(s)****Task 5.1 - MESA Scope**

MESA will meet with Town staff and potential donors to identify specific areas and/or elements of interest for donor opportunities or other philanthropy. MESA, with input from the Town, will develop the necessary presentation materials to be presented to the donors. This task assumes up to two (2) donor meetings. Follow-up meetings or presentations may occur as needed to ensure support from the donors for selected projects.

**Task 6: Streambank Stability Assessment****Task 6.1 - MESA Scope**

Coordination with OEI.

**Task 6.2 - OEI Scope**

Based on the engineering data and field observations, determine which areas will require stabilization and which methods of stabilization should be used. The methods can include walls, regrading, vegetative armoring, or combinations thereof. Prioritize the projects based on the system developed herein.

**Task 7: Engineered Wall System Assessment****Task 7.1 - MESA Scope**

Coordination with the OEI on structural and safety issues. MESA will guide the aesthetic vision and quality of the improvements within the context of the project.

**Task 7.2 - OEI Scope**

Develop up to 6 wall system concepts for various wall heights (3-20 feet tall), reinforcing (soil nails, piers, tie-backs into rock, MSE, none), and wall facing materials. This will provide a menu of options for use at each location. These typical sections will be based on field observations along the creek. Site specific geotechnical data, which is not planned to be collected during the master plan phase, will be required during the design

phase to verify the validity of each concept and specify reinforcing information. Estimate unit costs for each system.

**Task 8: Jurisdictional Plans or Studies Assessment****Task 8.1 - MESA Scope**

MESA will review information as provided by OEI and the Town that give background and guidance for best strategies and practices to the relationship between the surrounding community and Hackberry Creek. Reports, studies, and investigations will be arranged by type and the key factors of each identified on an annotated map of the creek system.

**Task 8.2.a - OEI Scope - Waters of the U.S. Delineation (Optional)**

OEI will perform a delineation of Waters of the U.S. within the project area for use in determining the Section 404 permitting requirements of the project and to help avoid impacting Waters where possible.

**Task 8.2.b - OEI Scope - Section 404 Permitting Considerations**

The need for Section 404 permitting will be evaluated and considered at this stage. If necessary, a meeting will be scheduled with USACE to discuss the need for 404 permitting. If the Waters of the U.S. delineation is not performed, then the permitting considerations will be based on the assumption that the stream itself is the only Waters and that there are no adjacent wetlands. If these assumptions are not true, then the 404 permitting recommendations may not hold true when the final delineation and design is performed.

**Task 9: Benchmark Project Assessment****Task 9.1 - MESA Scope**

MESA will gather (with assistance from the design team) examples of case studies to creek restorations in urban settings in order to establish the nature of common solutions congruent with the design vision received from Town Council. Further, this assessment will evaluate the extent to which these approaches are suitable to the Hackberry Creek conditions and various ways they could be implemented to the Hackberry Creek corridor.

**Task 9.2 - OEI Scope**

Gather examples of successful design solutions to creek restorations in urban settings in order to establish the nature of common solutions.

**Task 10: Assessment Report****Task 10.1 - MESA Scope**

With input from the design team, MESA will prepare an assessment report which updates/builds upon the previously submitted OEI report for the Hackberry Creek Improvements Project. This report will summarize all the findings of the assessment phase, including the determination of goals and objectives derived from the Workshop with Town Council. This report will serve as the first of several chapters within the final report.

**Task 10.2 - OEI Scope**

Prepare exhibits and engineering section narratives for inclusion in the Final Assessment Report to be prepared by MESA.

**Product:** Assessment Report as described in Task 10.

**Meetings:** Up to six (6) meetings – one (1) kickoff meeting with the design team and Town staff, one (1) site visit, one (1) Town Council briefing session, up to two (2) donor meetings, and one (1) design team coordination meeting. *Additional meetings will be billed per the hourly rate schedule.*

**PART TWO: PUBLIC ENGAGEMENT (Project duration, up to 150 days)**

Given the extent to which the Hackberry Creek system is a part of the Highland Park community, public involvement in the planning and design process is essential. This public participation will take the form of two workshops.

**Task 1: Workshop #1-Stakeholder's Meeting (Goals, Objectives, and Planning Framework)**

The design team will meet and conduct a workshop with the Town staff, key stakeholders (identified by Town Council), and potentially the invited Town citizens at large along Hackberry Creek with an interest in the project. The meeting will share assessments and Town Council's vision for the project, forming an initial framework for the community's input and comment. The workshop will focus on identifying community goals and objectives for the Hackberry Creek Improvements Project in conjunction with those of Town Council, stakeholders, and key donors.

The workshop will open with a presentation of the assessments and the design issues challenging the restoration project. MESA will record their goals and objectives into a physical plan document which serves as a representation of design structure or pattern language authored by the public to which the final plan must respond.

**Task 1.1 - MESA Scope**

Attendance at the stakeholder's meeting and presentation of key issues and conditions about the project goals and intent. Record public input for documentation in final report.

MESA will coordinate with PIA to prepare a workshop report that summarizes the discussion and presents questions asked, responses provided and comments submitted at the workshop.

**Task 1.2 - OEI Scope**

Attendance at stakeholder's meeting, assistance in facilitation and recording of public input, goals, and objectives for the project.

**Task 1.3 - PIA Scope**

Attendance and technical input/assistance at stakeholder workshop; preparation of workshop notices in the following formats:

- Prepare social media releases for the Town's distribution to the public;
- Prepare a media release for sending to the local newspaper;
- Prepare text for social media platforms, such as Twitter or Facebook;
- Prepare a flyer that can be placed at the library, Town Hall or other public places;
- Provide the flyer and media release to the Town for posting on its website, and preparing text for a website announcement

Prepare workshop materials and documentation such as sign-in sheets and comment forms.

Prepare a workshop report that summarizes the discussion and presents questions asked, responses provided and comments submitted at the workshop.

**Task 2: Workshop #2- Summary of Vision Plans and Recommendations**

Following completion of the preliminary Vision Projects Report and meeting with staff for approval, Workshop #2 will be conducted to share the project's vision plans and the recommendations proposed by the design team with the key stakeholders and citizens. The goal of the workshop is to share and confirm the planning framework responding to the goals and objectives identified by stakeholders in Workshop #1 as well as the design responses formulated by the team. The input gathered at this meeting as well as the follow-up with Town staff will be incorporated into the final master plan to be presented to Town Council.

**Task 2.1 - MESA Scope**

MESA will prepare necessary presentation materials and attend the workshop, presenting key aspects of the plan to the workshop attendees.

**Task 2.2 - OEI Scope**

Attendance at workshop. Preparation of relevant presentation materials, as necessary.

**Task 2.3 - PIA Scope**

Attendance and technical input/assistance at stakeholder workshop; update of stakeholder database; preparation of workshop notices in the following formats:

- Prepare social media releases for the Town's distribution to the public;
- Prepare a media release for sending to the local newspaper;
- Prepare text for social media platforms, such as Twitter or Facebook;
- Prepare a flyer that can be placed at the library, Town Hall or other public places;
- Provide the flyer and media release to the Town for posting on its website, and preparing text for a website announcement

Prepare workshop materials and documentation such as sign-in sheets and comment forms.

Prepare a workshop report that summarizes the discussion and presents questions asked, responses provided and comments submitted at the workshop.

**Task 3: Master Plan Brochure /Summary for Social Media Distribution (Optional)**

The design team will prepare a final summary of the Vision projects and summary for public distribution for the Town. The report will be vetted with Town staff before final formatting and review prior to posting for public use and information.

**Task 3.1 - MESA Scope**

Preparation of relevant brochure materials, as necessary.

**Task 3.2 - OEI Scope**

Assistance in preparing relevant summary materials, as necessary.

**Task 3.3 - PIA Scope**

Assistance in preparing relevant summary materials as necessary.

**Task 4: Town Staff Guidance Reviews**

The design team will conduct regular review meetings with Town staff to preview materials presented at the workshops and the recommendations that flow from the workshops. Town staff will be given an opportunity to review and comment on the work as it progresses.

**Task 4.1 - MESA Scope**

Attendance at meetings with Town staff as needed prior to key project meetings or submittals. Preparation of relevant presentation materials, as necessary.

**Task 4.2 - OEI Scope**

Attendance at meetings. Preparation of relevant presentation materials, as necessary.

**Task 4.3 - PIA Scope**

Attendance at meetings. Preparation of relevant presentation materials, as necessary.

**Task 5: Final Staff/Town Council Presentation**

At the conclusion of the project, the design team will make a final presentation to the Town staff and Town Council. This presentation will be an overview of the assessments, workshops/public input, and restoration solutions. This presentation will serve as the hand-off of the project, as well as final report, to the oversight committee.

**Task 5.1 - MESA Scope**

Attendance at presentation. Preparation of relevant presentation materials, as necessary.

**Task 5.2 - OEI Scope**

Attendance at presentation. Preparation of relevant presentation materials, as necessary.

**Task 5.3 - PIA Scope**

Attendance at presentation. Preparation of relevant presentation materials, as necessary.

**Product:** Public Engagement Workshops and meetings as described above.

**Meetings:** Two (2) public/stakeholder workshops; a maximum of five (5) review meetings with the Town staff; and one (1) final staff/Town Council presentation.

**PART THREE: THE DESIGN FRAMEWORK (8 weeks, concurrent with Part Two)**

It is important that the design effort be guided by a Planning Framework that establishes a physical template within which the design must work to address the goals and objectives established in Workshop #1.

**Task 1: The Composite Planning Framework**

Based on goals and objectives produced in Workshops 1 & 2 (Town Council, stakeholders, and donors), the design team will prepare a Planning Framework document that portrays the physical implications of those goals and objectives.

**Task 1.1 - MESA Scope**

MESA will prepare a Planning Framework. This framework is not a design plan but a design structure that identifies:

- Key linkages throughout the study area
  - Community focal points and interface with private property
  - Pedestrian facilities and opportunities
  - Hydrological issues and challenges
- Transitions
  - Community context to creek
  - Sub districts within the project planning area
- Preservation/Restoration of Historic or Natural Systems
- Areas of Special Function/interest
  - Retaining walls, seating areas, and overlooks
  - Raingardens/bioswales/drainage retention
- Districts
  - Elements of distinction
  - Elements of continuity
- Opportunities resulting from repairs and construction of new improvements (e.g. activity areas)
  - Restoration areas
  - Pedestrian/creek interface zones
  - Interpretive areas
  - Amenities and enhancements
  - Contextual interventions (adjacent property owners)

**Task 1.2 - OEI Scope**

Coordinate with MESA on development of the Composite Planning Framework by considering the engineering and 404 implications.

**Task 2: Framework Report**

MESA will prepare a framework report for the Hackberry Creek Improvements project. This report will include all maps and district delineations developed within the frameworks. The report will also include all findings derived from Workshop #2. As with the assessment report, this document will serve as a chapter within the final Hackberry Creek Improvements Report.

**Task 2.1 - MESA Scope**

Preparation of the final Framework Report.

**Task 2.2 - OEI Scope**

Prepare exhibits and engineering section narratives for inclusion in the Final Framework Report to be prepared by MESA.

**Product:** Framework Report as described in Task 2 above.

**Meetings:** Two (2) coordination meetings. *Additional meetings will be billed per the hourly rate schedule.*

**PART FOUR: THE VISION PLAN (8 weeks, concurrent with parts 2 & 3)**

Based on the Framework Plan, the Vision Plan will illustrate recommended ways through which the Hackberry Creek improvements process will be realized. It is within the Vision Plan that the design team will document their proposed recommendations/solutions that address the community's goals and objectives.

**Task 1: Vision Plans****Task 1.1 - MESA Scope**

The design team will create a series of concept design Vision Plans that describe the physical enhancements, restorations, and remediation within the Hackberry Creek Improvement project. The Vision Plan will include:

- Channel Articulation Strategies
  - Contextual drainage enhancements
  - Channel enhancements
  - Retention & detention systems
  - Rainwater & bioswale systems (as appropriate)
- Hydrologic/Vegetative/Biologic Systems
  - Restoration & preservation zones
  - Vegetative stabilization techniques
- Designated improvement/repair/restoration areas
  - Town swimming pool and facilities
  - Davis Park
  - Prather Park
  - Creek/context transition zones
  - Amenity enhancements throughout project area
  - Pedestrian accessibility tolerances (ADA/TAS)
  - Utilization/transformation of non-accessible zones
- Beautification and Interpretation
  - Shared landscape transitions
    - Restoration efforts
    - Contextual benefits/visual share
  - Creek interpretive story
    - Creek
    - Natural systems
    - Drainage & water conveyance
    - Neighborhood cultural story



- Town Swimming Pool Master Plan
  - Facilities
    - Entry sequence and pedestrian accessibility from Lexington (ADA/TAS)
    - Cabanas and support buildings – **Architect Services (Optional)**
    - Common areas within pool enclosure
    - Evaluation of filtration equipment & appurtenances – **MEP Services (Optional)**
    - Opportunities for programming/expansion
  - Park and Open Space
    - Playground and play areas
    - Active/Passive recreation opportunities
    - Integration of tennis programming
    - Pedestrian Accessibility from surrounding streets (ADA/TAS)

**Task 1.2 - OEI Scope**

Coordinate with MESA for development of the Vision Plans.

**Task 2: Vision Projects****Task 2.1 - MESA Scope**

MESA will break the above described vision plans into individual recommended projects. These projects will be organized by creek sub-districts, thereby designating a series of initiatives associated with each district/stakeholder group as well as phasing. The result will be a list of physical projects that can be distributed within a broad range of funding options.

**Task 2.2 - OEI Scope**

Coordinate with MESA of development of Vision Projects.

**Task 3: Vision Projects Engineering Feasibility****Task 3.1 - MESA Scope**

Coordination with OEI for vision, feasibility, and implementation strategies.

**Task 3.2 - OEI Scope**

The design team will evaluate the engineering feasibility through hydrologic and hydraulic modeling, evaluation of 404 permitting, selection of the appropriate wall type (where applicable), impacts to other infrastructure, and constructability. Walls, bridges, culverts, and grading projects are expected to generally conform to the existing channel geometry. Floodplain modeling is only expected to be required at 3 locations: Beverly Drive culverts, Miramar Drive culvert, and the tennis court upstream of Lexington Avenue. No detention or stormwater quality modeling is included. Additional floodplain or other hydrology and hydraulics modeling can be performed as an additional service for an additional fee.

**Task 4: Vision Projects Report**

The design team will prepare a report outlining the overall vision plan and subsequent division of projects. The report will outline each project, the associated creek modifications and enhancements, and the manner in which each project responds to the goals and objectives. Similar to the previous reports, the Vision Projects Report will be incorporated into a final Hackberry Creek Improvements Report.

**Task 4.1 - MESA Scope**

Preparation of the final Vision Projects Report with input from the design team.

**Task 4.2 - OEI Scope**

Prepare exhibits and engineering section narratives for inclusion in the Vision Projects Report to be prepared by MESA.

**Product:** Vision Projects Report as described in Task 4 above.

**Meetings:** Two (2) coordination meetings. *Additional meetings will be billed per the hourly rate schedule.*

**PART FIVE: THE IMPLEMENTATION & MAINTENANCE STRATEGY (10-12 weeks, concurrent with Parts Two, Three, Four, and Six)**

The design team will organize the vision plan projects into an implementation and maintenance strategy for future development. Components of this strategy will include projections of project implementation costs, prioritization of projects, maintenance standards, and potential funding strategies.

**Task 1: Project Implementation Costs**

**Task 1.1 - MESA Scope**

With input from the design team, MESA will prepare a matrix of project implementation costs for all initiatives included in the vision plan. This matrix will outline both hard and soft costs for all vision projects, and incorporate the expertise and knowledge of local contractors.

**Task 1.2 - OEI Scope**

Prepare costs for civil engineering related items, such as construction and utility relocation. MESA will be responsible for preparing other costs, such as landscaping, buildings, and finishes.

**Task 2: Prioritization of Projects**

**Task 2.1 - MESA Scope**

Working with Town staff, MESA and the design team will establish a prioritization matrix that will encompass the vision projects identified for the Master Plan. This matrix will evaluate each project's ability to respond to the community's goals and objectives (determined in previous workshops). Projects that accomplish a majority of goals and objectives will achieve a higher prioritization, resulting in a ranking system that is directly related to the community's vision. This will include weighting factors for the severity of the problem, potential impacts to various types of infrastructure, public safety, regulatory difficulties, constructability, costs, and other factors. Work with the Town on the inclusion and weighting of various factors. This process can also include public input.

**Task 2.2 - OEI Scope**

Coordinate with MESA on project prioritization.

**Task 3: Potential Funding Strategies (Optional)**

**Task 3.1 - MESA Scope**

Upon completion of the prioritization and costing matrix, MESA and the design team will evaluate each project in terms of funding capabilities. Potential funding sources will be identified that are, but not limited to, the following:

- Grant opportunities (state and national)
- Donor opportunities
- Public/neighborhood initiatives
- Texas Parks and Wildlife (TPW)
- North Central Texas Council of Governments (NCTCOG)
- Moody Foundation
- Others, to be determined

**Task 3.2 - OEI Scope**

Coordinate with MESA on potential funding strategies by addressing questions about proposed solutions.

#### **Task 4: Implementation Report**

The design team will prepare a summary for inclusion in the final report outlining the implementation strategies for each vision project.

##### **Task 4.1 - MESA Scope**

Preparation of the final Implementation Report.

##### **Task 4.2 - OEI Scope**

Prepare exhibits and engineering section narratives for inclusion in the Implementation Report to be prepared by MESA.

**Product:** Implementation Report including prioritization of projects, cost projections, maintenance standards, and potential funding strategies.

**Meetings:** Two (2) coordination meetings. *Additional meetings will be billed per the hourly rate schedule.*

#### **PART SIX: FINAL MASTER PLAN REPORT (5 weeks)**

MESA will develop a final report that will encapsulate all design efforts and initiatives realized within this project. This report is intended to not only be a summary of the process, but rather a useful implementation and reference tool for the Town of Highland Park.

#### **Task 1: Hackberry Creek Planning Report**

The design team will prepare a final report for the Hackberry Creek Improvements Project that will include the following:

- Assessments
- Framework Plan
- Vision Plan
- Implementation Strategies
- Maintenance Strategies
- Public Engagement/Input

The Final Master Plan Report will also include an Executive Summary (<2 pages), summary of purpose and benefits, feasibility of proposed improvements, phasing plan with associated budget, potential partnership strategies, as well as all maps, matrix, diagrams, and public commentary developed during the design process.

##### **Task 1.1 - MESA Scope**

Preparation of the Final Master Plan Report.

##### **Task 1.2 - OEI Scope**

Prepare exhibits and engineering section narratives for inclusion in the Final Master Plan Report to be prepared by MESA.

**Product:** Final Master Plan Report (10 hard copies and digital PDF) that depicts the information outlined above – specific area enlargements, sections, elevations, and sketches may be prepared as necessary.

**Meetings:** One (1) final master plan presentation to Town staff and Town Council (per Part Two, Task 7). *Additional meetings will be billed per the hourly rate schedule.*

**PART SEVEN: PRESENTATION GRAPHICS (OPTIONAL SERVICES)**

**Task 1: Hand Drawn Illustrative and Presentation Graphics (Optional Service)**

**Task 1.1 - MESA Scope**

At the Client's request, MESA will prepare presentation graphics in the form of hand drawn perspective renderings, illustrative plans, and other exhibits for presentation and marketing. MESA will provide indicative samples of the proposed media for the Client's approval in order to accurately quote pricing for any illustrative graphics prior to execution of these services. The final contents of the Illustrations and Graphics will be determined in a separate Agreement.

Graphics will be based off of the master plan phase and includes up to eight (8) hand drawn perspective renderings transmitted in a digital format (.jpg) as requested by the Client. Any additional images and/or iterations developed based on design changes and/or modifications made throughout subsequent project phases/tasks will be billed at a rate of \$3,000.00 per rendering.

Please note this does not include illustrative graphics for potential donors which will be negotiated under a separate agreement at a later date.

**Task 2: Computer Modeling and Animated Graphics and Presentations (Optional Service)**

**Task 2.1 - MESA Scope**

At the Client's request, MESA will prepare computer models of the major site and design elements to assist in evaluating the design and marketing the project. These models may be used to develop high quality "snapshots" of key views and further animated into walk through/fly through videos.

The digital video file will be based off of the Design Development phase and includes a total of three (3) minutes of video to consist of one continuous path or a montage of short video clips, as well as eight (8) still images. Digital video file will be transmitted as an .MP4 by default and still images as .jpg files. Media may be rendered and transmitted in additional digital format types as requested by the Client and billed hourly according to hourly rate schedule. Modifications to the digital video based on design changes, modifications made throughout subsequent project phases/tasks, or additional video duration/clips requested beyond those included in the initial three (3) minutes of video will be billed at a rate of \$8,000.00 per video update and \$1,500.00 per still image.

Please note this does not include computer modeling for potential donors which will be negotiated under a separate agreement at a later date.

**Product:** Presentation graphics noted above as requested by the Client.

**Meetings:** As needed, billed hourly according to hourly rate schedule.

**COST OF SERVICES**

The below scope of services will be billed on a lump sum basis (in accordance with the fee schedule specified below) with the total cost of services not to exceed the amount specified for each without a written addendum to this contract. The below tasks shall be billed as follows:

**BASIC SERVICES**

<b>TASK</b>	<b>MESA</b>	<b>OEI</b>	<b>PIA</b>
<b>PART ONE: ASSESSMENTS</b>	<b>\$39,265.00</b>	<b>\$34,500.00</b>	<b>\$4,725.00</b>
Task 1: Kickoff Meeting and Data Confirmation	\$ 3,960.00	\$ 3,600.00	\$3,150.00
Task 2: Hackberry Creek Form Assessment	\$ 8,120.00	\$ 3,600.00	
Task 3: Contextual Influence Assessment	\$ 6,460.00	\$ 3,600.00	
Task 4: Town Council Briefing Session	\$ 3,670.00	\$ 1,800.00	\$1,575.00
Task 5: Donor Meeting(s) (2 max)	\$ 2,690.00		
Task 6: Streambank Stability Assessment	\$ 820.00	\$ 2,400.00	
Task 7: Engineered Wall System Assessment	\$ 820.00	\$12,500.00	
Task 8: Jurisdictional Plans or Studies Assessment	\$ 1,935.00	\$ 2,200.00	
Task 9: Benchmark Project Assessment	\$ 3,870.00	\$ 1,200.00	
Task 10: Assessments Report	\$ 6,920.00	\$ 3,600.00	
<b>PART TWO: STAKEHOLDER ENGAGEMENT</b>	<b>\$19,670.00</b>	<b>\$ 15,600.00</b>	<b>\$12,840.00</b>
Task 1: Workshop #1 Stakeholder Meeting	\$ 3,670.00	\$ 2,400.00	\$ 3,850.00
Task 2: Workshop #2 – Summary of Vision Plans and Recommendations	\$ 3,670.00	\$ 4,800.00	\$ 6,200.00
Task 4: Town Staff Guidance Reviews (5 max)	\$ 8,660.00	\$ 6,000.00	\$ 2,325.00
Task 5: Final Staff/Town Council Presentation	\$ 3,670.00	\$ 2,400.00	\$ 465.00
<b>PART THREE: THE DESIGN FRAMEWORK</b>	<b>\$14,630.00</b>	<b>\$ 8,400.00</b>	
Task 1: The Composite Planning Framework	\$10,100.00	\$ 4,800.00	
Task 2: Framework Report	\$ 4,530.00	\$ 3,600.00	
<b>PART FOUR: THE VISION PLAN</b>	<b>\$55,460.00</b>	<b>\$24,600.00</b>	
Task 1: Vision Plans	\$35,140.00	\$ 3,000.00	
Task 2: Vision Projects	\$ 8,540.00	\$ 3,000.00	
Task 3: Vision Projects: Engineering Feasibility	\$ 1,140.00	\$14,400.00	
Task 4: Vision Projects Report	\$10,640.00	\$ 4,200.00	
<b>PART FIVE: THE IMPLEMENTATION PLAN</b>	<b>\$21,330.00</b>	<b>\$9,000.00</b>	
Task 1: Project Implementation Costs	\$ 7,230.00	\$ 3,600.00	
Task 2: Prioritization of Projects	\$ 5,460.00	\$ 2,400.00	
Task 4: Implementation Report	\$ 8,640.00	\$ 3,000.00	
<b>PART SIX: THE FINAL MASTER PLAN REPORT</b>	<b>\$18,540.00</b>	<b>\$ 6,000.00</b>	
Task 1: Hackberry Creek Improvements Planning Report	\$18,540.00	\$ 6,000.00	
<b>Consultant Sub-Totals – Basic Services:</b>	<b>\$168,895.00</b>	<b>\$97,600.00</b>	<b>\$17,565.00</b>
<b>Total – Basic Services:</b>	<b>\$284,060.00</b>		

**OPTIONAL SERVICES**

<b>TASK</b>	<b>MESA</b>	<b>OEI</b>	<b>PIA</b>
<b>PART ONE: ASSESSMENTS</b>		<b>\$ 5,000.00</b>	
Task 8: Jurisdictional Plans or Studies Assessment (Jurisdictional Determination)		\$ 5,000.00	
<b>PART TWO: STAKEHOLDER ENGAGEMENT</b>	<b>\$ 3,270.00</b>	<b>\$ 2,400.00</b>	<b>\$ 2,480.00</b>
Task 3: Master Plan Brochure /Summary for social media distribution	\$ 3,270.00	\$ 2,400.00	\$ 2,480.00
<b>PART FOUR: THE VISION PLAN</b>	<b>\$ 7,500.00</b>		
Task 1: Vision Plans – Architect Services	\$ 5,000.00		
Task 1: Vision Plans – MEP Services	\$ 2,500.00		
<b>PART FIVE: THE IMPLEMENTATION PLAN</b>	<b>\$ 6,800.00</b>	<b>\$ 1,800.00</b>	
Task 3: Potential Funding Strategies	\$ 6,800.00	\$ 1,800.00	
<b>PART SEVEN: PRESENTATION GRAPHICS</b>	<b>\$59,000.00*</b>		
Task 1: Hand Drawn Illustrative and Presentation Graphics*	\$ 24,000.00*		
Task 2: Computer Modeling and Animated Graphics*	\$ 35,000.00*		
<i>*Estimate. Actual cost of services To Be Determined.</i>			
<b>Consultant Sub-Totals – Optional Services:</b>	<b>\$76,570.00</b>	<b>\$9,200.00</b>	<b>\$2,480.00</b>
<b>Total – Optional Services:</b>	<b>\$88,250.00</b>		

**REIMBURSABLE EXPENSES**

Reimbursable non-labor costs for this project are included in the fees above.

**ADDITIONAL SERVICES/HOURLY FEE SCHEDULE**

Services requested, but not specifically included in the scope of services listed above, will be considered additional services. Modifications to drawings, after approval by Owner, as a result of changes requested by Owner or other consultant will be considered additional services and billed at an hourly rate as follows:

<b>MESA</b>		<b>OEI</b>		<b>PIA</b>	
Senior Principal	\$235.00	Principal	\$207.00	Partner	\$155.00
Principal	\$180.00	Project Manager	\$190.00		
Associate Principal	\$150.00	Senior Hydrologist	\$183.00		
Associate	\$130.00	Senior Engineer	\$162.00		
Senior Project Manager	\$110.00	Project Engineer	\$151.00		
Project Manager	\$100.00	Task Engineer	\$134.00		
Senior Designer	\$ 90.00	Staff Engineer	\$118.00		
Designer	\$ 75.00	Junior Engineer	\$ 97.00		
Marketing/Acct./Admin	\$ 75.00	Senior Designer	\$115.00		
Intern	\$ 50.00	Senior CADD Tech	\$104.00		
		Tech II/CADD Operator	\$ 91.00		
		Tech I/CADD Operator	\$ 80.00		
		Support Staff	\$ 67.00		

**PROPOSAL AND CONTRACT CONDITIONS:**

1. The client will provide the following and MESA has the right to rely on this information and rely on any information provided by others:
  - a. Boundary and general survey locating structures, property lines, utilities that cross the property and interior lobby plans in AutoCAD format.
  - b. Soils Report (if required).
  - c. Budgetary Considerations.
2. Not included are the following:
  - a. Vehicular Paving Improvements
  - b. Utilities (water, sewer, storm, electrical, cable, telephone, etc.)
  - c. Structural, MEP, Irrigation and Architectural services
  - d. Engineered designed/construction documents of hardscape and flatwork design
  - e. Landscape Lighting Electrical Plans
  - f. Project Signage and Graphics
  - g. Design of new or additional elements added to the scope of work or any related off-site improvements
  - h. Redesign of elements due to site plan changes (i.e., buildings relocated, site grading changes)
  - i. Geotechnical Information
  - j. Water features
  - k. Illustrative plans, models and drawings not specifically described in the Scope of Services
  - l. TDLR Submittal (consultant will identify probable impacts, budget, etc. as part of the overall study)
  - m. As Built Drawings
  - n. On-Site Construction Management
  - o. Site Safety, Operations or Maintenance
  - p. Site Survey
  - q. No permitting
  - r. Engineers evaluation of buildings, tennis courts, or other projects not associated with the creek

3. MESA Design Associates may subcontract consultants (subject to reasonable Town approval) in the performance of any services described in this agreement. MESA shall be solely responsible for the work of any such subcontractors, including but not limited to OEI and PIA.
4. MESA Design Associates does not act as General Contractor in any way, or accept responsibility for poor craftsmanship.

**5. The above-described compensation for MESA Design Associates does not include the following non-labor costs:**

**Reimbursables:**

- a. Permits and/or registration fees
  - b. Any and all Jurisdictional Submittal, Permitting or Review Fees.
  - c. TDLR Fees and Expenses.
  - d. Other products and services requested by the Client and not specifically described herein.
6. Should the Client or Owner cancel scheduled meetings with less than 72 hours' notice, MESA reserves the right to invoice the Client or Owner for all related National and International travel and accommodation expenses incurred.
  7. Either Party may terminate this contract with (7) seven days written notice to the other party. Upon termination, MESA will be paid for all work performed, including reimbursable expenses, through the date of termination. Once MESA receives final payment, any documents related to the work performed prior to termination will become property of the Town with rights to use as is.
  8. Should the project go "on hold" for more than sixty (60) days, the Consultant reserves the right to charge a \$600.00 restart fee when the project resumes. MESA's fees for the remaining services and the time schedules shall be equitably adjusted.
  9. This agreement is to be governed by the laws of the State of Texas. Compensation for all services shall be paid in Dallas, Dallas County, Texas.
  10. In the event disputes are not satisfactorily resolved through informal discussions, the Client and MESA agree that all disputes between them arising out of or relating to this agreement or the Project shall be submitted to nonbinding mediation. In the event the parties to this agreement are unable to reach a settlement through mediation, then such disputes shall be settled by litigation, in a court of competent jurisdiction.
  11. Invoice Terms: Net thirty (30) days from invoice date. A finance charge of 1.5% per month (18% per annum) will be added to accounts over thirty (30) days past due. Client agrees to pay reasonable attorney's fees incurred by MESA to collect on unpaid invoices. MESA reserves the right to file a property lien if invoices go over sixty (60) days past due.
  12. If the client fails to make payments to MESA in accordance with this agreement, such failure shall be considered substantial non-performance and cause for termination or, at MESA's option, cause for suspension of performance of service under this agreement. If MESA elects to suspend service, prior to suspension of services, MESA shall give seven (7) days written notice to the Client. In the event of a suspension of services, MESA shall have no liability to the Client for delay or damage caused to the Client because of such suspension of services. Before resuming services, MESA shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of MESA's services. MESA's fees for the remaining services and the time schedules shall be equitably adjusted.
  13. The hourly rates and multiples for services of the Consultant and Consultant's sub consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices annually or as agreed upon between the Client and Consultant.



14. The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as Landscape Architects in Texas. Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337; tele: 512.305.9000; fax: 512.305.9005; e-mail: [www.tbae.state.tx.us](http://www.tbae.state.tx.us).
- 15. LIMITATION OF LIABILITY: to the maximum extent permitted by law, the Client agrees to limit MESA's liability for the Client's damages to two times the fees indicated in this proposal. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.**
16. By making visits to the site, MESA is not assuming the responsibilities of the builder, Construction Manager, Construction Superintendent or any of their agents or subcontractors.
17. Plans, drawings and specifications or other writings or documents prepared or provided by MESA hereunder are prepared for this Project only, but may be used by MESA for purposes of illustrating the scope and nature of project involvement. MESA shall provide Client with a reproducible set of drawings and specifications for its records. They shall not be used by Client for other projects or extensions to the project without the express written permission of MESA.
18. It is expressly understood and agreed that MESA shall not have control of, or charge of, or be responsible for construction, means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the Project or for the acts or omissions of any contractor, subcontractor or other persons performing work for the Project and Client shall indemnify MESA and hold MESA harmless from and against any and all claims, demands, losses, costs, third party beneficiaries, liabilities and damages including, without limitation, reasonable attorney's fees and expenses, incurred by MESA and arising out of or related to any of the aforesaid.
19. Notwithstanding any other provision of this Agreement, MESA and MESA's sub consultants shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, mold, polychlorinated biphenyl (PCB) or other toxic substances.
20. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either MESA or the Client. MESA's services under this agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against MESA because of this agreement or the performance or nonperformance of services hereunder.
21. If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.
22. This document super cedes all previous discussions and documents, if any, and may only be amended by written agreement between the parties.
23. In providing services under this Agreement, the Consultant (MESA) shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

Respectfully submitted,  
MESA Design Associates, Inc.

A handwritten signature in black ink, appearing to read "Stan R. Cowan". The signature is fluid and cursive, with the first name "Stan" and last name "Cowan" clearly distinguishable.

Stan R. Cowan  
Principal

Acceptance of Proposal and Contract Terms and Conditions;  
Town of Highland Park

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Authorized Representative

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Date



# TOWN OF HIGHLAND PARK

## Agenda Briefing

Council Meeting: August 8, 2017

Department: Building Inspection

Director: Ronnie Brown

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### TITLE

Review and discuss a Use of Public Right-Of-Way Agreement to allow replacing a wooden fence at 3101 Cornell Avenue that encroaches into the right-of-way on Airline Road.

### BACKGROUND

On July 18, 2017, the Town Council reviewed a request from the owner of the property at 3101 Cornell Avenue to replace the existing non-conforming wooden fence along the east side of the property. The six-foot (6')- tall fence was built approximately twenty years ago and encroaches a maximum of four and three-tenths feet (4.3') into the Airline Road public right-of-way ("ROW"). The property owner acknowledges the Town's right to require the fence to be removed from the ROW, and requests that the Town execute an agreement to allow replacing the fence in its present location.

Staff reviewed the attached Use of Public Right-of-Way Agreement with the Town Attorney and the property owner. The Town's rights and remedies will be properly served with this agreement, while still allowing the property owner the ability to maintain his property within the proposed fence area.

### RECOMMENDATION

The staff recommends approval conditioned upon: (i) the property owner taking the fully executed agreement and recording same at the Dallas County Deed Records office; (ii) returning a copy of the recorded agreement to the Town's Building Inspection Department; and (iii) paying the permit fee and obtaining the fence permit.

### FINANCIAL IMPACT

None.

### ATTACHMENTS:

File Name	Description
Letter_Alexander_Fence_Variance.pdf	Letter of Request
DRAFT_HP_ROW_Use_Agrmnt_Alexander_3101_Cornell.pdf	Proposed ROW Use Agreement

## MEMO

To: Kirk Smith

From: Nick Alexander

Subject: Request for Variance

Date: July 3, 2017

I am requesting a variance to the Town of Highland Park for a Right of Way easement at the intersection of Airline Road and the 3100 Block of Cornell Avenue. My home address is 3101 Cornell Avenue. The portion of the easement in question is on the west side of Airline and runs south from Cornell Avenue to the alley which runs between Beverly Drive and Cornell Avenue.

An application for a Building Permit for the installation of a 50 linear foot 8' high wood fence was filed on 4/2/1997 and was granted on the same day. Apparently, there was not a post construction inspection at the time. The actual construction of the fence did not match the drawings on the application for building permit.

If you study the survey of the lot and building you will see that the building does not align within the plot, it shifts approximately 5 ft from the east to the west. Apparently, the fence contractor encountered a 1 ½ foot slope on the east side from the base of the foundation that would have necessitated the moving of a significant amount of soil and exposing the concrete of the foundation that supported the brick. Instead, he chose to start the first fence post 2'9" east of the boundary line and kept the fence on the line of the boundary.

The photos presented show the street, three pecan trees, the fence, and the house. If I am not granted a variance I will need to move the soil on the northeast side (photo), and redo my existing sprinkler system. Without the variance, the new fence would have an unsightly slant from the home to the garage. If at some point the Town of Highland Park decided to add a sidewalk adjacent to my property, there would be room between the pecan trees and the fence in its current position.

If there came a time in which the Town wanted to install a sidewalk from Cornell to the Katy Trail you can see from the photos provided that this would not be feasible without cutting down trees on the 5000 block of Airline (next block down from me) and would also require the repositioning of existing fire hydrant.

STATE OF TEXAS	§	<i>USE OF PUBLIC RIGHT-OF-WAY</i>
COUNTY OF DALLAS	§	<i>AIRLINE ROAD</i>

WHEREAS, Mr. Nicholas A. Alexander and Mrs. Cindy Alexander, (“Property Owners”) are the owners of the property described as the East 50’ of Lot 9, Block 59, Highland Park Addition, Fourth Installment, more commonly referred to as **3101 Cornell Avenue**, Highland Park, Dallas County, Texas (“Property”), and

WHEREAS, the Town of Highland Park, Texas, a municipal corporation of the County of Dallas, State of Texas (“Town”) is the owner of a 60 ft. wide public right-of-way, known as Airline Road, adjacent to the east side of the hereinabove described Property within the corporate limits of the Town; and

WHEREAS, the Property Owners request the Town grant permission to construct sixty nine (69) linear feet of eight (8) foot tall wood fence (Said improvement and/or structure hereinafter referred to as the “Fence”) in the Town’s public right-of-way adjacent to the Property; and

WHEREAS, the Property Owners, their successors or assigns, acknowledge the right of the Town to prohibit construction of the Fence that encroaches into the Town’s public right-of-way;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the benefits to be derived by us, our successors, or assigns, we, Mr. and Mrs. Nicholas A. Alexander, the undersigned Property Owners of the Property, in exchange for the Town permitting the Fence to encroach into the Town’s public right-of-way along the side of the Property a maximum of four and three tenths (4.3) feet, as more fully described in the attached Site Plan marked **EXHIBIT A** do hereby agree to the following:

1. The Town retains the right to cancel and terminate this Agreement and any rights created herein at any time. In such case, the Town shall provide notice in writing to the Property Owners, our successors or assigns, of such termination and sixty (60) days thereafter this Agreement and any rights created herein shall terminate. Upon the expiration of such termination notice, the Fence encroaching into the public right-of-way shall be removed by the Property Owners, our successors or assigns, at their sole cost and expense; and the public right-of-way shall be repaired and restored to the satisfaction of the Town or its designee.
2. The Property Owners agree that, prior to beginning any work, a building permit must be obtained from the Town's Building Inspection Department. Said permit shall be obtained and work to be performed on account of this Agreement shall be completed within one calendar year from the date this Agreement is approved by the Town Council.
3. The height of the Fence shall not exceed eight (8) feet as measured from the surface of the ground on the non-owner's side of the Fence as specified in the Town Zoning Ordinance.
4. **AS A CONDITION HEREOF, THE PROPERTY OWNERS, THEIR SUCCESSORS AND/OR ASSIGNS, AGREE AND ARE BOUND TO DEFEND, INDEMNIFY AND HOLD THE TOWN, ITS PAST, PRESENT, AND FUTURE MAYOR(S), COUNCIL MEMBERS, OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, AND ALL OTHER PERSONS ACTING ON THE TOWN'S BEHALF, HARMLESS AGAINST ALL CLAIMS, LOSSES, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM BY WHICH RECOVERY OF DAMAGES IS SOUGHT, BY ANY PERSON OR PERSONS, BECAUSE OF THE FENCE BEING LOCATED IN THE TOWN'S PUBLIC RIGHT-OF-WAY INCLUDING THE INTENTIONAL, RECKLESS, AND/OR NEGLIGENT ACT OR OMISSION OF THE PROPERTY OWNERS (OR ANY REPRESENTATIVE, AGENT, CUSTOMER, OR EMPLOYEE OF THE PROPERTY OWNERS) IN ITS USE OR MAINTENANCE OF THE FENCE. THE PROPERTY OWNERS FURTHER AGREE NEVER TO MAKE A CLAIM OF ANY KIND OR CHARACTER WHATSOEVER AGAINST THE TOWN FOR DAMAGE OF ANY KIND THAT IT MAY SUFFER TO THE**

**FENCE INCLUDING THE TOWN'S INSTALLATION, CONSTRUCTION, RECONSTRUCTION, OPERATION OR MAINTENANCE OF ANY PUBLIC IMPROVEMENT, UTILITY, OR FACILITY WHETHER PRESENTLY IN PLACE OR WHICH MAY IN THE FUTURE BE CONSTRUCTED OR INSTALLED INCLUDING, BUT NOT LIMITED TO, SIDEWALKS, WATER OR WASTE-WATER MAINS, OR STORM SEWER FACILITIES, REGARDLESS OF WHETHER SUCH DAMAGE IS DUE TO FLOODING, INFILTRATION, BACKFLOW OR SEEPAGE CAUSED FROM THE FAILURE OF ANY INSTALLATION, NATURAL CAUSES, TOWN NEGLIGENCE OR FAULT, OR ANY OTHER CAUSES WHATSOEVER.**

**THE INDEMNITY PROVIDED THE TOWN IN THIS SECTION BY THE PROPERTY OWNERS SHALL NOT APPLY TO LIABILITIES RESULTING FROM THE INTENTIONAL, RECKLESS, AND/OR NEGLIGENT ACT OF THE TOWN, ITS PAST, PRESENT, AND FUTURE MAYOR(S), COUNCIL MEMBERS, OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, AND ALL OTHER PERSONS ACTING ON THE TOWN'S BEHALF, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF BOTH THE PROPERTY OWNER AND THE TOWN, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE TOWN UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW;**

5. That the Property Owners agree to file this Agreement and any attachments thereto in the Deed Records of Dallas County, Texas and return the recorded copy to the Town prior to a building permit being issued for the fence.
6. That, the undersigned Property Owners, their heirs, successors and assigns, agree at their sole cost and expense to maintain the said Fence to the satisfaction of the Town and further agree to make needed repairs without delay in a good and workmanlike manner when requested by the Town; and

7. That the terms and conditions contained herein shall be binding upon the undersigned Property Owners, their successors or assigns.
8. This Agreement shall take effect immediately from and after approval by the Town Council in accordance with the provisions of the Charter of the Town of Highland Park, Texas.

PROPERTY OWNERS:

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**Nicholas A. Alexander**  
**3101 Cornell Avenue**

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**Cindy Alexander**  
**3101 Cornell Avenue**

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*APPROVED by the Highland Park Town Council on this \_\_\_\_ day of \_\_\_\_\_, 2017.*

*APPROVED AS TO FORM:*

*APPROVED:*

*Matthew C. G. Boyle*  
*Town Attorney*

*Joel T. Williams, III*  
*Mayor*

*ATTEST:*

*Gayle Kirby*  
*Town Secretary*



STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared **Nicholas A. Alexander** known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacities therein stated.

GIVEN UNDER my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

SEAL

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Notary Public, State of Texas

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STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared **Cindy Alexander** known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacities therein stated.

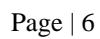
GIVEN UNDER my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

SEAL

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Notary Public, State of Texas

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# **TOWN OF HIGHLAND PARK**

## **Agenda Briefing**

Council Meeting: August 8, 2017

Department: Fiscal & Human Resources

Director: Steven J. Alexander

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### **TITLE**

Review and discuss the Proposed Budget and Capital Improvement Plan for Fiscal Year 2017-18.

### **BACKGROUND**

Pursuant to the Town Charter, each year the Town Administrator is required to submit a proposed budget for the ensuing fiscal year not later than thirty (30) days prior to the end of the current fiscal year to the Town Council for its review, consideration, and revision if desired. The Council shall call a public hearing or hearings on the budget. The Council may adopt the budget with or without amendment. In amending the budget, it may add or increase programs or amounts and may delete or decrease any programs or amounts, except expenditures required by law, or for debt service, or for estimated cash deficit, provided that no amendment to the budget shall increase the authorized expenditures to an amount greater than the total of estimated income plus funds available from prior years.

The budget ultimately adopted by the Council must set forth the appropriations for services, functions, and activities of the various Town departments and agencies, and shall meet all fund requirements provided by law. If a budget is not adopted by the 15th day of September, the amounts appropriated for the current fiscal year shall be deemed adopted for the ensuing fiscal year on a month-to-month basis, with all items in it prorated accordingly until such time as a budget for the ensuing fiscal year is adopted. The levy of property tax will be set to equal the total current fiscal year tax receipts, unless the ensuing fiscal year budget is approved by September 15th of the current fiscal year.

The Finance & Audit Advisory Committee reviewed preliminary information on June 29, 2017, and the Proposed Budget was provided to the Committee on July 28, 2017. The first public hearing on the Proposed Budget is scheduled on Monday, August 14, 2017. The Town Council is scheduled to consider approval of the Proposed Budget at its regular meeting on Monday, September 11, 2017.

### **RECOMMENDATION**

This item is presented for discussion only; no action is required at this time.

### **FINANCIAL IMPACT**

There is no financial impact related to this agenda item at this time.

### **ATTACHMENTS:**

**File Name**

**Description**

No Attachments Available



# **TOWN OF HIGHLAND PARK**

## **Agenda Briefing**

Council Meeting: August 8, 2017

Department: Building Inspection

Director: Ronnie Brown

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### **TITLE**

Review and discuss a report on the construction and design development for Building G in the Highland Park Village.

### **BACKGROUND**

The Highland Park Village (the "Village"), also known as Planned Development 1 ("PD 1"), submitted a request to: (i) reduce the height of the stair tower on the west side of Building G by four feet (4'); (ii) install steel windows at the northeast exterior dining terrace in Building G in lieu of operable curtains; and (iii) add a six-foot (6')- tall screen wall around the tenant supplied roof-top mechanical equipment on the south side of Building G. Attached to this briefing is a series of illustrations presented by the Village which outlines the proposed modifications.

The most recent modifications to the Comprehensive Site Plan (the "Site Plan") and the Transportation and Parking Plan (the "Parking Plan") were approved on April 24, 2017, with the modifications to the Stair Tower on the west side of Building G. The total parking impact due to those modifications remained at 11 surplus parking spaces, and a total parking space count of 1,054.

The proposed modifications have no impact to the space use or the parking allocation of PD 1. Staff reviewed this request with the Town Attorney to evaluate the proposed modifications relative to the recently approved PD 1 ordinance amendment of the Site Plan and the Parking Plan. All agree that the proposed modifications do not materially affect the items recently approved in the PD 1 ordinance; therefore, a public hearing is not necessary.

Staff determined that these requested modifications should be presented in a report to the Council to apprise them of the design/development progress of this project.

### **RECOMMENDATION**

None.

### **FINANCIAL IMPACT**

None.

### **ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>
Letter_of_Request_re_Park_House_7-3-2017.pdf	Letter of Request





## HIGHLAND PARK VILLAGE

EST. 1931 | DALLAS, TX

July 3, 2017

### VIA EMAIL

Mr. Kirk Smith  
4200 Drexel Drive  
Dallas, Texas 75205

Dear Kirk:

As you know, Park House ("Tenant") will be occupying the Third Level of Building 'G' in Highland Park Village. Tenant has approached HP Village Partners, LP ("Owner") regarding two changes to the plan previously approved by Town Council on February 27, 2017. Once Park House's consultants began working on their mechanical design for their operations, it was discovered that an additional screen wall was necessary to obscure the visibility of the roof top equipment needed for their operations. Park House has also requested that Owner allow Tenant to install operable windows at the outdoor terrace on the northeast corner of the third floor so that the terrace can be conditioned for utilization during all seasons. Owner is requesting Town Council approval for these changes as described in the enclosed package prepared by Omniplan (Owner's architect), Droese Raney (Tenant's architect) and Studio Collective ("Tenant's interior design") dated June 30, 2017.

In addition, Owner wanted to share with Town Council some additional refinements to the exterior design finishes. All of the items noted below are detailed as follows:

- **Page 2 – East Elevation**

1. Enclose the terrace located on the NE corner (in lieu of open air). Terrace is to be equipped with operable windows along its North and East perimeter delivering an enclosed terrace to be used during seasons requiring conditioned air;
2. Add a new mechanical equipment screen wall on the roof of Level 3 to obscure visibility of the roof top equipment needed to support the facilities mechanical requirements for Park House;
3. Add a new window to the East elevation
4. New cast stone at tower facade
5. Revise window size in the Tower element
6. Revise tile mural shape at base of the Tower element
7. New cast stone frieze
8. Revise cast stone lintel
9. Add canvas awnings on select 2<sup>nd</sup> floor windows

- **Page 4 – North Elevation**

1. Enclose the terrace located on the NE corner (in lieu of open air). Same note as #1 above.

2. Add a new mechanical equipment screen wall on the roof of Level 3 to obscure visibility of the roof top equipment needed to support the facilities mechanical requirements
  3. Add vine wall on Level 3 and add planters at the base of Level 3 facade
  4. Add cast stone frieze
  5. Revise cast stone lintel
- **Page 6 – West Elevation**
    1. Add a new mechanical equipment screen wall on the roof of Level 3 to obscure visibility of the roof top equipment needed to support the facilities mechanical requirements
    2. Revise cast stone lintel
    3. New cast stone medallion
    4. New window
    5. Add planters at the base of Level 3 facade
    6. Reduce height of West Tower element (by approx. 5')
    7. New cast stone frieze
  - **Page 8 – South Elevation**
    1. Add a new mechanical equipment screen wall on the roof of Level 3 to obscure visibility of the roof top equipment needed to support the facilities mechanical requirements
    2. New cast stone frieze
    3. Revised column detail from cast stone to plaster
    4. Revise material for guardrail (cast stone balustrade to wood)
    5. Revised cast stone lintel
    6. Extend trellis over terrace
    7. Add vine wall on Level 3 and add planters at the base of Level 3 facade

Please be advised that these requests have no impact on use change, square footages or parking. We ask that this request be added as an agenda item on the upcoming Town Council Work Session and Town Council meeting scheduled for August 8<sup>th</sup> and 14<sup>th</sup>.

Sincerely,



Becki Snow  
General Manager

Enclosure





## HIGHLAND PARK VILLAGE

EST. 1931 | DALLAS, TX

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### BUILDING G ZONING - FACADE REVISIONS TOWN OF HIGHLAND PARK

JUNE 30, 2017

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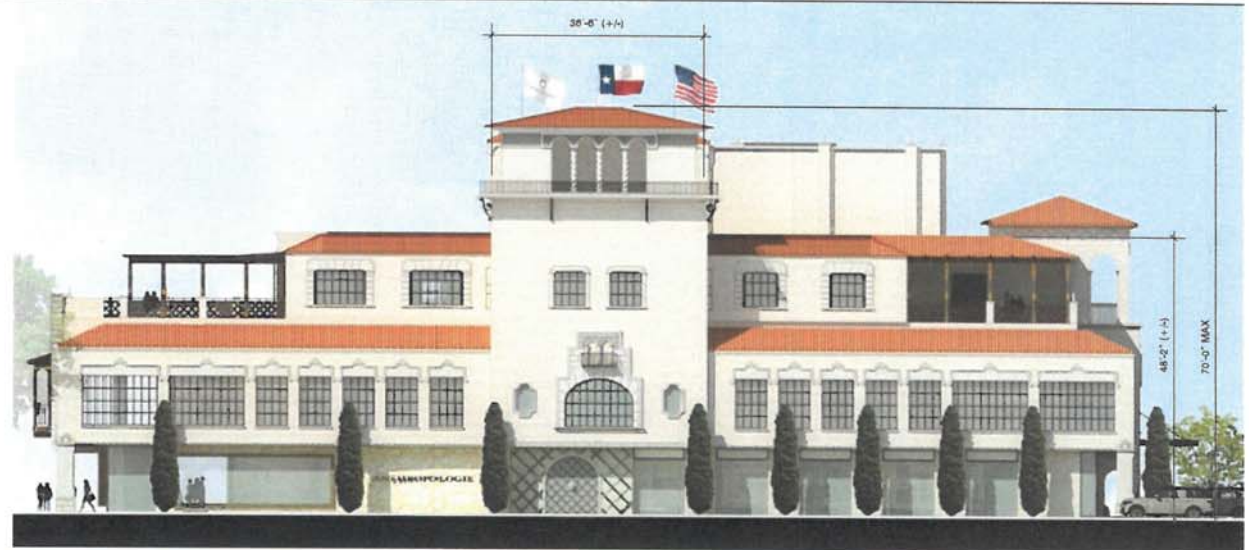
DROESE RANEY  
ARCHITECTURE

[STUDIOCOLLECTIVE]

OMNIPLAN



## PREVIOUS EAST ELEVATION



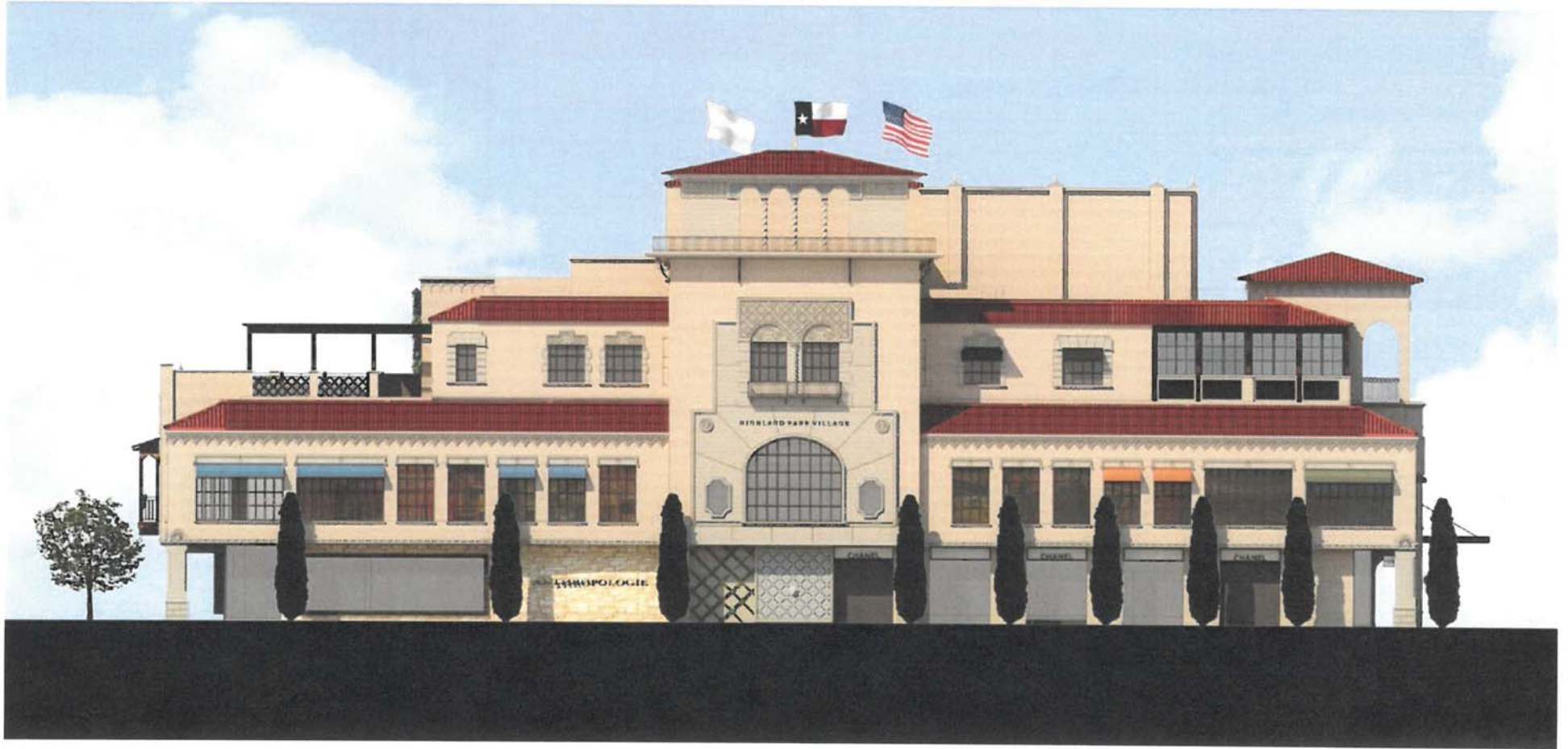
## PROPOSED EAST ELEVATION

### Summary of revisions:

1. Enclose terrace on level 3 with operable steel windows
2. New mechanical screen on roof
3. New window
4. New cast stone at tower facade
5. Revised window height (taller)
6. Revised tile mural shape - previously an arch
7. New cast stone frieze
8. Revised cast stone lintel



SUMMARY OF REVISIONS - EAST ELEVATION





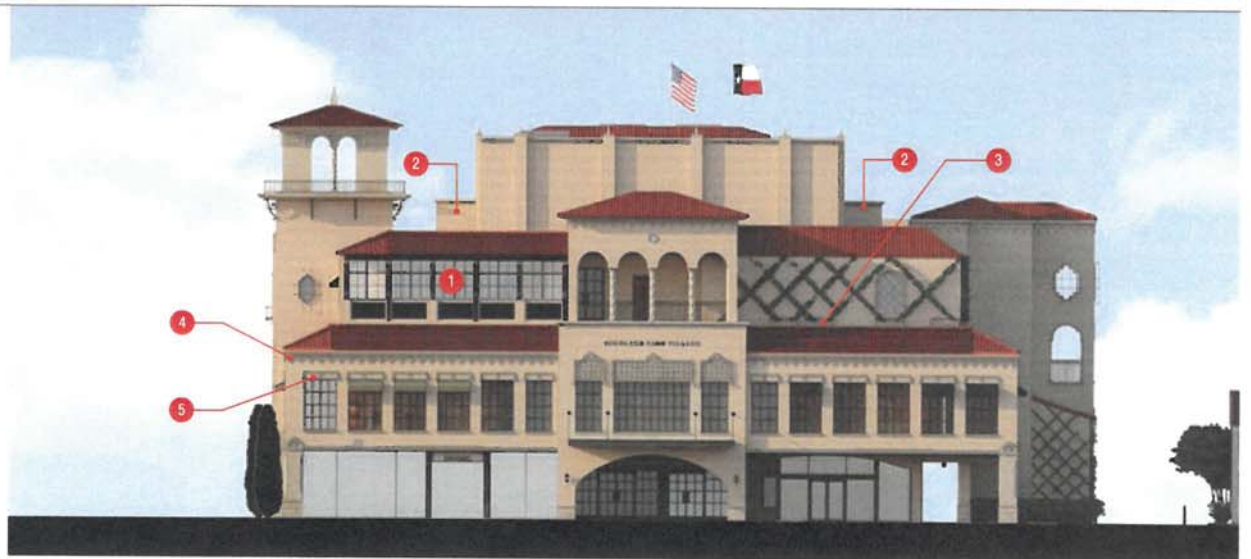
PREVIOUS NORTH ELEVATION



PROPOSED NORTH ELEVATION

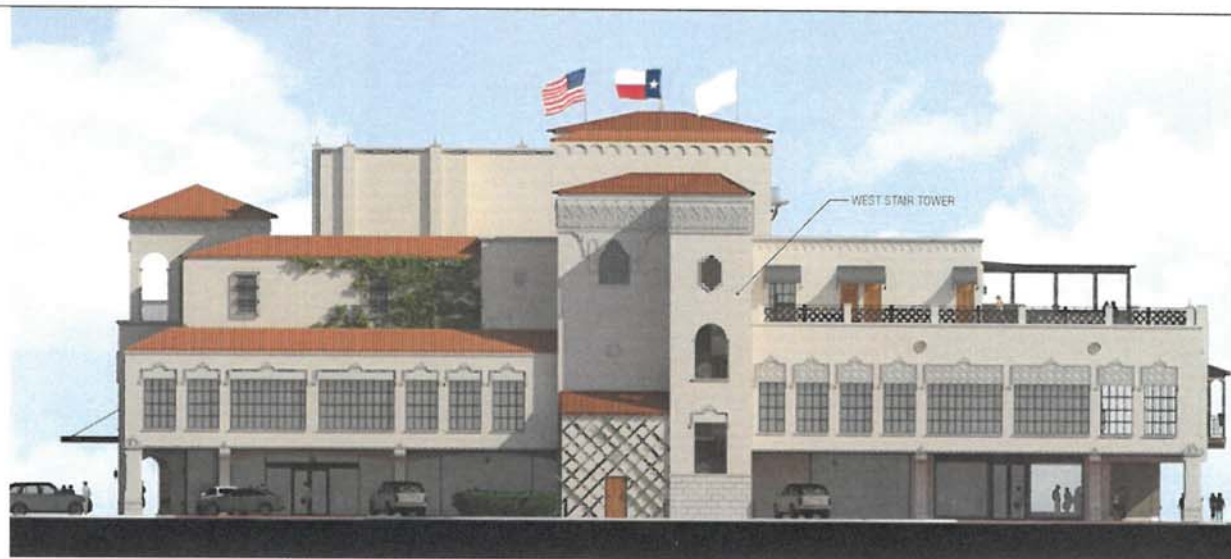
Summary of revisions:

1. Enclose terrace on level 3 with operable steel windows
2. New mechanical screen on roof
3. New planter - typical
4. New cast stone frieze
5. Revised cast stone lintel





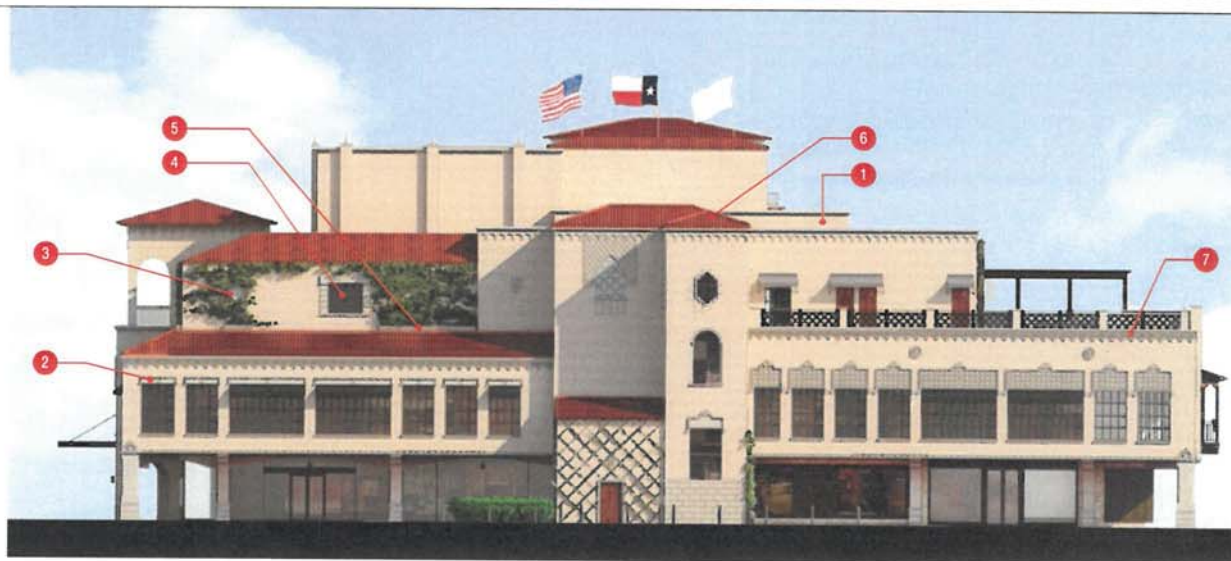
PREVIOUS WEST ELEVATION



PROPOSED WEST ELEVATION

Summary of revisions:

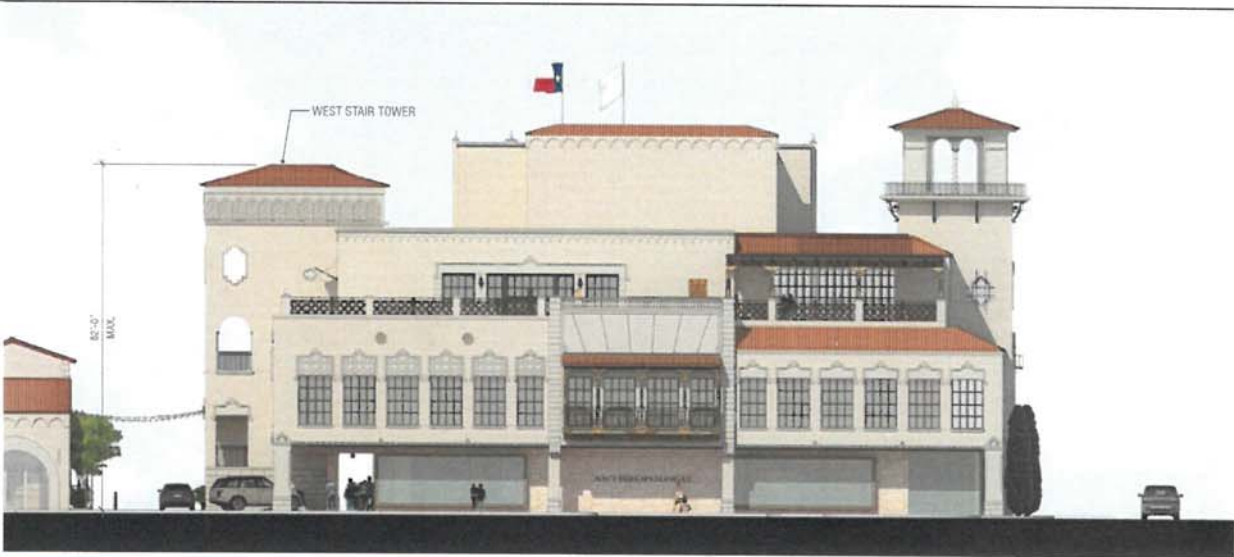
1. New mechanical screen on roof
2. Revised cast stone lintel
3. New cast stone medallion
4. New window
5. New planter - typical
6. Reduced height of tower (by approx. 5'-0")
7. New cast stone frieze







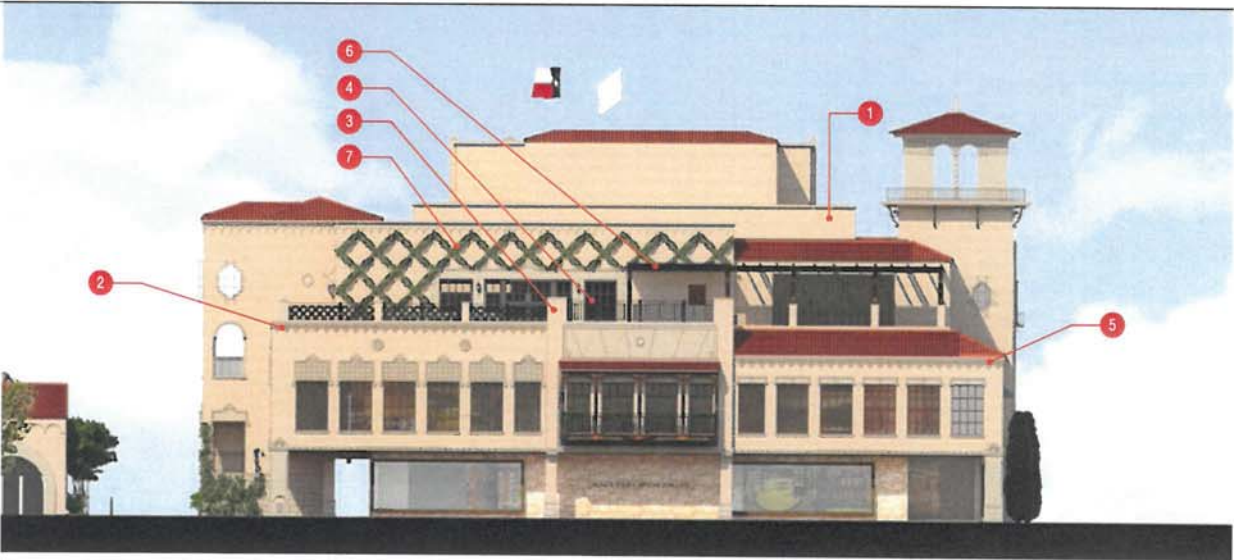
PREVIOUS SOUTH ELEVATION



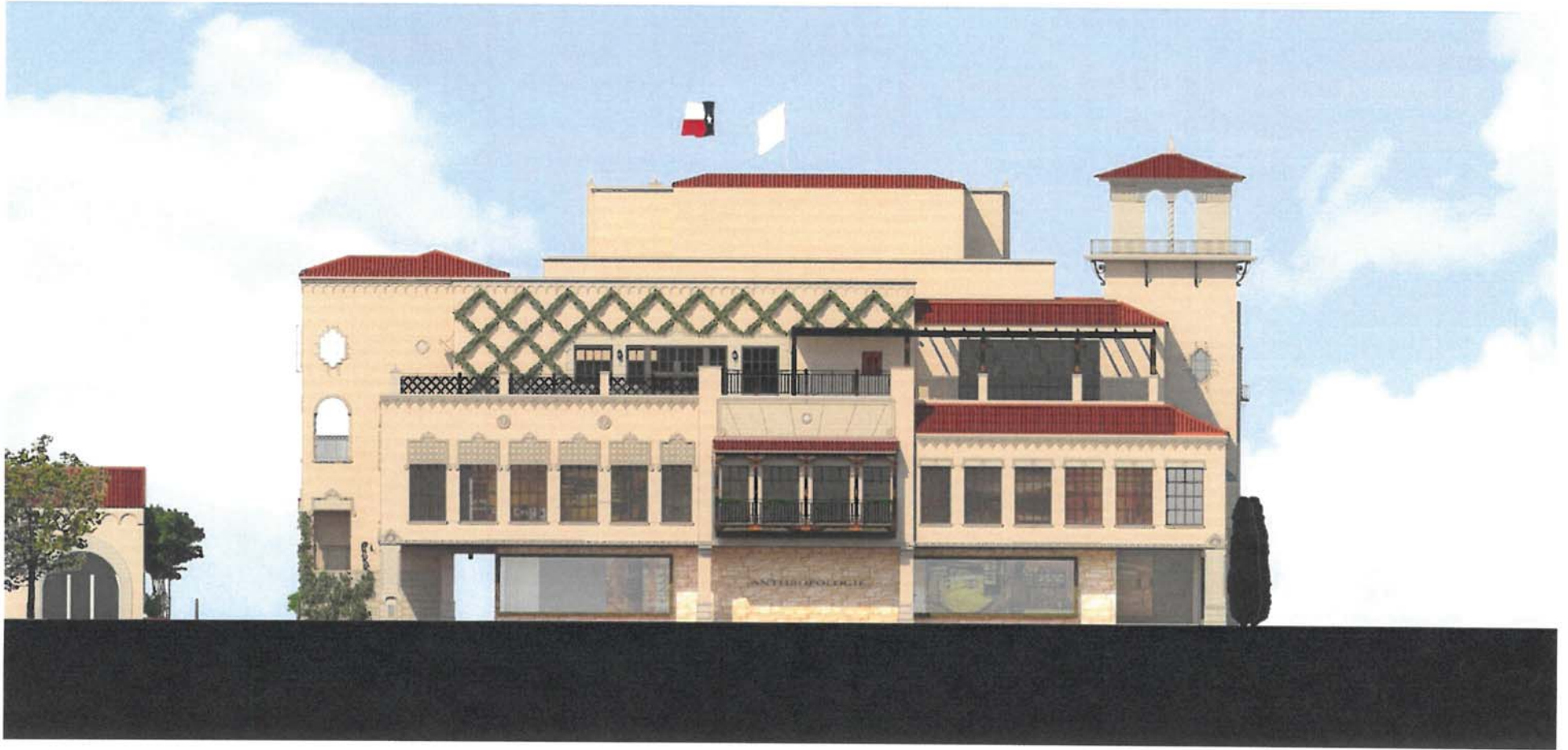
PROPOSED SOUTH ELEVATION

Summary of revisions:

- 1. New mechanical screen on roof
- 2. New cast stone frieze
- 3. Changed column detail from cast stone to plaster
- 4. Wood guardrail (previously cast stone balustrade)
- 5. Revised cast stone lintel
- 6. Trellis extension over terrace
- 7. Vine wall on level 3



SUMMARY OF REVISIONS - SOUTH ELEVATION











PROPOSED OPERABLE STEEL WINDOWS AROUND  
LEVEL 3 TERRACE

