



Town of Highland Park, Texas
TOWN COUNCIL STUDY SESSION
AGENDA

8:00 AM
September 20, 2022

4700 Drexel Drive, Highland
Park TX 75205
Map Room (2nd Floor)

FUTURE AGENDAS DISCUSSION

- Review and discuss interlocal agreements with the City of University Park for the Drug Abuse Resistance Education and the School Resource Officer programs.

REPORTS

- Review, discuss and receive input from the Town Council on the update to the Highland Parking Shopping Village shared parking model.

CLOSED SESSION

1. In accordance with the Texas Government Code Chapter 551, Subchapter D, Section 551.087 - the Town Council will convene into closed session to conference with the Town Administrator and Town Staff to discuss and deliberate commercial and financial information received from business prospects the Town seeks to have locate, stay, or expand in the Town.
2. In accordance with the Texas Government Code, Chapter 551, Subchapter D, Section 551.076 - the Town Council will convene into closed session to deliberate the deployment, or specific occasions for implementation, of security personnel or devices, (school campus security).
3. In accordance with the Texas Government Code Chapter 551, Subchapter D, Section 551.071 – CONSULTATION WITH ATTORNEY – the Town Council will convene into closed session for consultation with and legal advice from the Town Attorney regarding pending or contemplated litigation: *USAI, LP v. Town of Highland Park (Cause No. DC-20-80213)*.

OPEN SESSION

1. Pursuant to Section 551.102 of the Texas Government Code, the final action, decision, or vote regarding Closed Session Item 1. above, shall be made, if any.
2. Pursuant to Section 551.102 of the Texas Government Code, the final action, decision, or vote regarding Closed Session Item 2. above, shall be made, if any.
3. Pursuant to Section 551.102 of the Texas Government Code, the final action, decision, or vote regarding Closed Session Item 3. above, shall be made, if any.

ADJOURNMENT

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

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

SPECIAL ACCOMMODATIONS FOR TOWN COUNCIL MEETINGS

Let us know if you need special assistance of any kind.

Please contact the Town of Highland Park Administrative staff at (214) 521-4161

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



TOWN OF HIGHLAND PARK

Agenda Briefing

Council Meeting: September 20, 2022

Department: Department of Public Safety

Presenter: Paul Sandman

TITLE

Review and discuss interlocal agreements with the City of University Park for the Drug Abuse Resistance Education and the School Resource Officer programs.

BACKGROUND

The City of University Park has sponsored the Drug Abuse Resistance Education ("DARE") program in the Highland Park Middle School since 1994. In 2004, the Town entered into interlocal agreements to pay 25% of the cost for a DARE officer at the Highland Park Middle School, and 25% of the cost for a School Resource Officer ("SRO") at the Highland Park High School. These agreements have been renewed annually since that time. The percent cost allocation is based on estimated student populations residing in the Town. The cost of the two programs decreased slightly this next year based on salary adjustments by University Park.

RECOMMENDATION

Staff recommends approval of the two interlocal agreements.

FINANCIAL IMPACT

The Town's 25% share for the DARE program in the 2022-23 school year is \$26,805.42. The Town's 25% share for the SRO program in the 2022-23 school year is \$23,393.33. Both of these costs are fully funded in the proposed FY 2022-23 Budget.

ATTACHMENTS:

File Name	Description
DARE_Agreement_2022-2023.pdf	DARE Agreement 2022-2023
SRO_Agreement_2022-2023.pdf	SRO Agreement 2022-2023

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**INTERLOCAL COOPERATION AGREEMENT
FOR JOINT PROVISION OF POLICE SERVICES**

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into by and between the City of University Park, Texas (hereinafter referred to as "CITY"), acting by and through its Mayor or his designee, and the Town of Highland Park, Texas (hereinafter referred to as "TOWN"), acting by and through its Mayor or his designee, to be effective on the date stated herein.

WITNESSETH:

WHEREAS, the Texas State Legislature has authorized the use of interlocal cooperation agreements between and among governmental entities for the provision of governmental services and functions; and

WHEREAS, this Interlocal Cooperation Agreement is made under the authority granted by and pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791, and as otherwise provided herein, relative to the joint authorization by CITY and TOWN to provide certain police services.

WHEREAS, the governing bodies find that the performance of this agreement is in the common public interest of both parties, and that the services provided pursuant hereto benefit the citizens of the CITY and the TOWN; and

WHEREAS, the parties, in expending funds in the performance of the governmental functions or in performing such governmental functions under this Agreement, shall make payments therefor only from current revenues legally available to such party;

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual agreements contained herein, the parties hereto do hereby agree as follows:

I

AGREEMENT

A. The CITY and TOWN agree, under the terms and conditions provided herein, and with consent of the Highland Park Independent School District, to share the cost of provision of the police personnel, salary and benefits, equipment and supplies, necessary for presentation of the Drug Abuse Resistance Education (D.A.R.E.) program at the Highland Park Intermediate School/McCulloch Middle School for the 2022-2023 school year.

B. The CITY will employ and furnish an appropriately trained and experienced police officer of its Department to conduct the D.A.R.E. program during the term hereof. The total estimated cost for provision of the program during the term of the 2022-2023 school year is \$124,866.00. The parties agree that the CITY will pay 75% of the total cost for provision of the program and the TOWN will pay 25% of such cost for the term hereof. The CITY will advance and pay all such cost as it accrues, and the TOWN will reimburse the CITY for its 25% share upon receipt of a statement from the CITY therefor, which statement will be rendered on or before June 30, 2023 and be payable in full on or before August 15, 2023.

II

GENERAL REQUIREMENTS APPLICABLE TO TOWN AND CITY

The following subparagraphs shall apply to this Agreement:

A. (1) IMMUNITY: Nothing in this Agreement shall be construed to affect, alter, or modify the sovereign immunity of either party under the Texas Civil Practice and Remedies Code §§101.001 et seq. It is expressly understood and agreed that in the execution of this Agreement, neither CITY nor TOWN waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of its governmental powers and functions.

(2) INSURANCE: During the term of this Agreement, and any extensions thereof, CITY agrees to obtain and maintain, as part of the cost of providing the services described herein, general liability insurance naming TOWN as an additional insured to protect against potential claims arising out of the CITY's provision of the service. The CITY shall furnish TOWN with a certificate of insurance in accordance with this paragraph within sixty (60) days from the date of execution of this Agreement. Nothing contained herein shall be construed to grant any third party rights or waive the governmental and/or public purpose of the provision of the police service described in this Agreement. TOWN may also have its own insurance, at its own expense, for any liability for such services, if it so chooses.

B. THIRD PARTIES: This Agreement does not create any third-party beneficiaries. Nothing in this Agreement shall be construed to create, expand or form a basis for liability to any third party under any theory of law against either the CITY or TOWN unless such a basis exists independent of this Agreement under State or federal law.

C. NOTICE: Each notice or other communication which may be or is required to be given under this Agreement shall be in writing and shall be deemed to have been properly given when delivered personally during the normal business hours of the party to whom such communication is directed, or upon receipt when sent by United States registered or certified mail, return receipt requested, postage prepaid, to the appropriate one of the following addresses as may be designated by the appropriate party; however, each party

has a right to designate a different address by giving the other party fifteen (15) days prior written notice of such designation:

If to TOWN:

Mayor
Town of Highland Park
4700 Drexel Drive
Highland Park, Texas 75205

If to CITY:

Mayor
City of University Park
3800 University Blvd.
University Park, Texas 75205

D. MANAGEMENT AUTHORITY During the term of this Agreement, and any extensions thereof, CITY agrees to provide adequate supervision and training of the police officer assigned to provide the D.A.R.E. program. The CITY shall perform and exercise all rights, duties and functions and services in compliance with all applicable Federal, State and local laws and regulations.

E. ACCOUNTABILITY: CITY agrees to furnish upon the request of TOWN copies of reports of daily activity submitted by the police officer assigned as the D.A.R.E. officer. CITY also agrees to furnish upon the request of TOWN any and all aggregate or statistical information created by CITY to document, track, or report activities of the police officer assigned as the D.A.R.E. officer.

F. CLAIMS AGAINST PARTIES: Each party shall be responsible for defending and/or disposing of all causes arising against the respective party as a result of this program. It is expressly understood and agreed that in the execution of this contract, neither CITY nor TOWN waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.

G. TERM: The term of this Agreement shall be for the 2022-2023 school year commencing on the first day of the Fall school term, 2022.

H. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.

I. SEVERABILITY: In case any one (1) or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and

this Agreement shall be construed as if such invalidity, illegality or unenforceable provision had never been contain herein.

J. AUTHORITY: The undersigned officers and/or agents are authorized to execute this contract on behalf of the parties hereto, and each party hereto certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

III

TERMINATION

Either party, or the Highland Park Independent School District, may terminate this Agreement with or without cause, by giving prior written notice of the date of termination to the other party, as provided herein.

IV

REMEDIES

No right or remedy granted or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

V

APPLICABLE LAW

This Agreement is governed by the laws of the State of Texas and venue of any action brought to enforce the terms hereof shall lie exclusively in Dallas County, Texas.

VI

RECITALS

The recitals to this Agreement are incorporated herein for all purposes.

VII


EXECUTION


This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

Duplicate originals executed by the parties to be effective on the date stated herein.

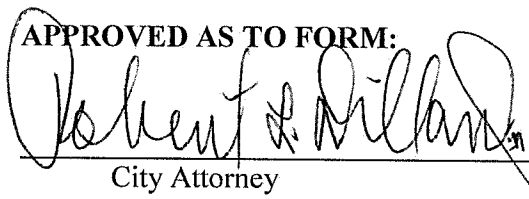
ATTEST:

CITY OF UNIVERSITY PARK, TEXAS

By: 
City Secretary

by: 
Tommy Stewart, Mayor

APPROVED AS TO FORM:


City Attorney

ATTEST:

TOWN OF HIGHLAND PARK, TEXAS

By: _____
Town Secretary

by: _____
Will C. Beecherl, Mayor

APPROVED AS TO FORM:

Town Attorney

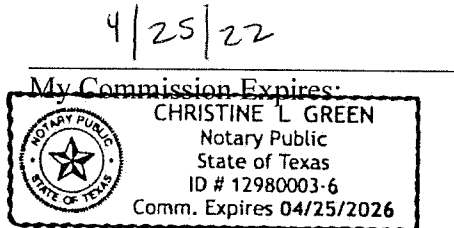
ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

City Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Tommy Stewart known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of University Park, a municipal corporation of Dallas County, Texas, and as the Mayor thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of September 2022.



Christine L. Green
Notary Public, State of Texas

Christine L. Green
Notary's Printed Name

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

Town Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Will C. Beecherl known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the Town of Highland Park, a municipal corporation of Dallas County, Texas, and as the Mayor thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____ 2022.

My Commission Expires:

Notary Public, State of Texas

Notary's Printed Name

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

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FOR JOINT PROVISION OF POLICE SERVICES**

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WITNESSETH:

WHEREAS, the Texas State Legislature has authorized the use of interlocal cooperation agreements between and among governmental entities for the provision of governmental services and functions; and

WHEREAS, this Interlocal Cooperation Agreement is made under the authority granted by and pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791, and as otherwise provided herein, relative to the joint authorization by CITY and TOWN to provide certain police services.

WHEREAS, the governing bodies find that the performance of this agreement is in the common public interest of both parties, and that the services provided pursuant hereto benefit the citizens of the CITY and the TOWN; and

WHEREAS, the parties, in expending funds in the performance of the governmental functions or in performing such governmental functions under this Agreement, shall make payments therefor only from current revenues legally available to such party;

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual agreements contained herein, the parties hereto do hereby agree as follows:

I

AGREEMENT

- A. The CITY and TOWN agree, under the terms and conditions provided herein, and with consent of the Highland Park Independent School District, to share the cost of provision of the police personnel, salary and benefits, equipment and supplies, necessary for implementation of the School Resource Officer (SRO) program at the Highland Park High School for the 2022-2023 school year.

- B. The CITY will employ and furnish an appropriately trained and experienced police officer of its Department for the SRO position during the term hereof. The total estimated cost for provision of the program during the current term of this Agreement is \$108,488.00, plus incidental expenses such as travel expenses, promotional items, and materials. The parties agree that the CITY will pay 75% of the cost of provision of the program, and the TOWN will pay 25% of such cost for the term hereof. The CITY will advance and pay all such costs as they accrue, and the TOWN will reimburse the CITY for its 25% share upon receipt of a statement from the CITY therefor, which statement will be rendered on or before June 30, 2023 and be payable in full on or before August 15, 2023.

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The following subparagraphs shall apply to this Agreement:

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- (2) INSURANCE: During the term of this Agreement, and any extensions thereof, CITY agrees to obtain and maintain, as part of the cost of providing the services described herein, general liability insurance naming TOWN as an additional insured to protect against potential claims arising out of the CITY's provision of the service. The CITY shall furnish TOWN with a certificate of insurance in accordance with this paragraph within sixty (60) days from the date of execution of this Agreement. Nothing contained herein shall be construed to grant any third party rights or waive the governmental and/or public purpose of the provision of the police service described in this Agreement. TOWN may also have its own insurance, at its own expense, for any liability for such services, if it so chooses.
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4700 Drexel Drive
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- D. **MANAGEMENT AUTHORITY:** During the term of this Agreement, and any extensions thereof, CITY agrees to provide adequate supervision and training of the police officer assigned to be the SRO. The CITY shall perform and exercise all rights, duties and functions and services in compliance with all applicable Federal, State and local laws and regulations.
- E. **CLAIMS AGAINST PARTIES:** Each party shall be responsible for defending and/or disposing of all causes arising against the respective party as a result of this program. It is expressly understood and agreed that in the execution of this contract, neither CITY nor TOWN waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.
- F. **TERM:** The term of this Agreement shall be for the school year commencing on the first day of the Fall school term, 2022.
- G. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.
- H. **SEVERABILITY:** In case any one (1) or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalidity, illegality or unenforceable provision had never been contained herein.
- I. **AUTHORITY:** The undersigned officers and/or agents are authorized to execute this contract on behalf of the parties hereto, and each party hereto certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

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ATTEST:

CITY OF UNIVERSITY PARK, TEXAS

By: Yvonne Green
City Secretary

by: Tommy Stewart
Tommy Stewart, Mayor

APPROVED AS TO FORM:

Robert A. Hillman
City Attorney

ATTEST:

TOWN OF HIGHLAND PARK, TEXAS

By: _____
Town Secretary

by: _____
Will C. Beecherl, Mayor

APPROVED AS TO FORM:

Town Attorney

ACKNOWLEDGEMENTS

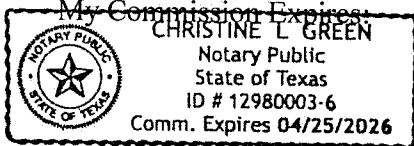
THE STATE OF TEXAS §
COUNTY OF DALLAS §

City Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Tommy Stewart known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of University Park, a municipal corporation of Dallas County, Texas, and as the Mayor thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of September 2022.

4/25/24



Christine L. Green
Notary Public, State of Texas

Christine L. Green
Notary's Printed Name

THE STATE OF TEXAS §
COUNTY OF DALLAS §

Town Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Will C. Beecherl, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the Town of Highland, a municipal corporation of Dallas County, Texas, and as the Mayor thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____ 2022.

My Commission Expires: _____

Notary Public, State of Texas

Notary's Printed Name



TOWN OF HIGHLAND PARK

Agenda Briefing

Council Meeting: September 20, 2022

Department: Development Services

Presenter: Hugh Pender

TITLE

Review, discuss and receive input from the Town Council on the update to the Highland Parking Shopping Village shared parking model.

BACKGROUND

This item is scheduled as an opportunity for the Town Council to review, discuss and provide input to Town staff and Nelson Nygaard consultants for the update to the shared parking model used to assess changes and establish parking requirements at the Highland Park Shopping Village (the "Village").

The Town Council began requiring a parking model in the early nineties as part of the Planned Development regulating the Village. In 2014, the current parking model was incorporated into the Planned Development. The parking model, which was funded in part by the Village and the Town, was developed by Nelson Nygaard Consulting Associates, Inc. ("Nelson Nygaard") and is used by the Town Council as it considers requests from the Village to expand commercial lease space and changes in land use at the Village.

The Nelson Nygaard model uses industry-standard data from the Institute of Transportation Engineers (ITE) and the Urban Land Institute (ULI) to create an Excel-based spreadsheet tool to manage overall parking demand on a mixed-use site. The Nelson Nygaard model incorporates two concepts where reductions in parking can be realized as compared to more traditional parking requirements. The first concept is referred to as internal capture, or "captive market", and recognizes patrons of the Village typically visit multiple stores and restaurants while shopping. The other concept relates to time-of-day utilization, also referred to as "staggered peaks". Considering staggered peak times based on the mix of retail uses, results in variable parking demands throughout the day.

In order to incorporate Town Council's concerns regarding parking at the Village into this process, input is being sought on the following items:

- What has been your experience with parking at the Village?
- What complaints have you received regarding parking at the Village?
- What about the current parking model is and is not working?
- Are there items related to the parking at the Village you would like considered by the Consultants during this process?

During this item, Nelson Nygaard will also update the Town Council on the status of the project and discuss the anticipated timeline to complete the project.

RECOMMENDATION

Staff recommends that Town Council provide Nelson Nygaard input and direction regarding the shared parking model update.

FINANCIAL IMPACT

None.

ATTACHMENTS:

File Name	Description
20220920_Highland_Park_Village_Town_Council_Presentation.pdf	consultant presentation

Highland Park Village

Parking and Transportation Demand Management

September 20, 2022



Tom Brown

TBrown@nelsonnygaard.com

Donato Perez

DPerez@nelsonnygaard.com

Agenda



Project updates



Discussion



Next steps



Project updates



Where are we in the project?

1. Met with Highland Park Village representatives on August 1st
2. Coordinated with the Village to get answers to some of our questions in order to build out our parking management profile of the site – received partial answers September 9th
3. Conducted field work at the Village to familiarize and identify initial strengths and weaknesses of the site
4. Planning for community engagement meeting on October 3rd to learn from the public what about the parking scheme is working and not working
5. Planned data collection and tenant/visitor survey at later date



Discussion



**Do you have a favorite memory of
Highland Park Village?**

If you could change two things about parking at Highland Park Village, what would they be?

- *What would these changes mean for shop/business owners?*
- *What would these changes mean for visitors?*
- *What would these changes mean for neighbors?*

What about the current parking scheme do you think is working?

- *From the perspective of shop/business owners?*
- *From the perspective of visitors?*
- *From the perspective of neighbors?*

What about the current parking scheme do you think is not working?

- *From the perspective of shop/business owners?*
- *From the perspective of visitors?*
- *From the perspective of neighbors?*



Next Steps



What you can expect next time we meet

- Update shared parking model based on:
 - Feedback from the community & the feedback we've heard here
 - Data collection efforts
- Summary of how data collection influenced shared parking model updates
- Check-in with Council that data collection results make sense

Thank you!



Tom Brown

TBrown@nelsonnygaard.com

Donato Perez

DPerez@nelsonnygaard.com



TOWN OF HIGHLAND PARK

Agenda Briefing

Council Meeting: September 20, 2022

Department: Town Attorney

Presenter: Matthew Boyle

TITLE

In accordance with the Texas Government Code Chapter 551, Subchapter D, Section 551.087 - the Town Council will convene into closed session to conference with the Town Administrator and Town Staff to discuss and deliberate commercial and financial information received from business prospects the Town seeks to have locate, stay, or expand in the Town.

BACKGROUND

RECOMMENDATION

FINANCIAL IMPACT

ATTACHMENTS:

File Name

Description



TOWN OF HIGHLAND PARK

Agenda Briefing

Council Meeting: September 20, 2022

Department: Department of Public Safety

Presenter: Paul Sandman

TITLE

In accordance with the Texas Government Code, Chapter 551, Subchapter D, Section 551.076 - the Town Council will convene into closed session to deliberate the deployment, or specific occasions for implementation, of security personnel or devices, (school campus security).

BACKGROUND

RECOMMENDATION

FINANCIAL IMPACT

ATTACHMENTS:

File Name

Description

No Attachments Available



TOWN OF HIGHLAND PARK

Agenda Briefing

Council Meeting: September 20, 2022

Department: Town Attorney

Presenter: Matthew Boyle

TITLE

In accordance with the Texas Government Code Chapter 551, Subchapter D, Section 551.071 – CONSULTATION WITH ATTORNEY – the Town Council will convene into closed session for consultation with and legal advice from the Town Attorney regarding pending or contemplated litigation: *USAI, LP v. Town of Highland Park (Cause No. DC-20-80213)*.

BACKGROUND

RECOMMENDATION

FINANCIAL IMPACT

ATTACHMENTS:

File Name

Description