



Town of Highland Park, Texas
TOWN COUNCIL STUDY SESSION
AGENDA

8:00 AM
February 20, 2024

4700 Drexel Drive, Highland
Park TX 75205
2nd floor, Executive
Conference Room

FUTURE AGENDA DISCUSSION

- Review, discuss, and consider a request to extend the construction timeframe for a single-family home currently being renovated at 3906 Shenandoah Avenue.
- Review, discuss, and consider approval of authorizing the Town Administrator to execute a professional services agreement with HDR, Inc.
- Review, discuss, and consider the opportunity for a Town Council Member to request an item to be placed on a future Town Council Meeting Agenda.

REPORTS

- Review and discuss the horse-drawn carriage program.

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: February 20, 2024

Department: Development Services

Presenter: Hugh Pender

TITLE

Review, discuss, and consider a request to extend the construction timeframe for a single-family home currently being renovated at 3906 Shenandoah Avenue.

BACKGROUND

The owners of 3906 Shenandoah Avenue, are requesting an extension of time on a construction permit issued for a major renovation of their residence.

The Town's Code of Ordinances provide that, to the extent a major renovation project cannot be completed within two years, the owner can seek a permit timeframe extension from the Town Council if the request is for more than 90 days, or from Town staff if the request is 90 days or less.

Consistent with Town Council policy direction, this item is provided for Town Council to review and discuss extending the allowed timeframe beyond the one-month extension previously granted by staff and the five-month extension granted by Town Council.

The initial building permit was issued on August 31, 2021. Progress inspections were completed throughout the project as required by Town ordinance. At the 18-month progress inspection in March 2023, the project superintendent provided an updated construction schedule indicating the project would be delayed by 90 days. The contractor was notified an extension would be necessary, however instructed to hold until a 21-month progress inspection. At the 21-month progress inspection in June 2023, the construction schedule remained consistent and the contractor was notified to contact the Building Official to discuss a permit extension. At the 23-month progress inspection in August 2023 staff informed the contractor to contact the Building Official to discuss a permit extension. On August 4, 2023 the contractor submitted a request for a six-month extension. With the total duration of the request exceeding 90 days, staff informed the contractor that both he and the property owners would need to plan to appear before the Town Council. The property owner was not available to attend the second Town Council meeting in August 2023, but was available for the first meeting in September 2023. Subsequently, a one-month administrative extension was granted to bridge between the permit expiration of August 31, 2023, and the Town Council discussions in September 2023. A Town Council extension was granted at the September 19, 2023, meeting extending the permit until February 29, 2024.

Following up on the permit extension in January 2024, it was determined the project would not be completed by February 29, 2024. The contractor was notified on February 5, 2024 that both he and the owners would need appear again in front of the Town Council for consideration of a second permit extension.

The General Contractor, Mr. Matt Cain of Tatum Brown Custom Homes, has identified that the cumulative additional time-period is necessitated due to workforce shortages including a subcontractor overcommitting their resources, extensive selective demolition, design and structural changes, flooded crawl

space, product lead times for exterior fenestrations and challenges with a solar energy storage system.

The Town has not received any construction-related complaints from the neighbors, and the construction site is generally kept in good order. To date, no responses have been received following the Town's letter mailed to neighbors surrounding the property advising of a request to extend the construction timeframe to May 31, 2024.

RECOMMENDATION

The contractor is requesting an additional three months to complete the project extending the project expiration to May 31, 2024. Staff recommends, if the Town Council decides to grant an extension, the permit extension fee be conditioned on calculating the extension as follows:

3-month (90 days) extension @ \$250/day = \$22,500

The calculation is made consistent with the Town's current ordinance provisions related to extensions.

FINANCIAL IMPACT

The fee for extending the construction timeframe in excess of 90 days that was in place at the time this permit was issued was 50% of the original permit fee. Based on that methodology, the extension fees would be \$5155. If the extension granted is conditioned on applying the current fee methodology as recommended by staff, the extension fees are \$250 per day for the first 90 days and \$500 per day for anything in excess of 90 days. Extension fees are assessed in 15-day increments.

ATTACHMENTS:

File Name	Description
3906_Shenandoah_Completion_-_Tatum_Brown.pdf	3906 Shenandoah schedule

COMPLETION SCHEDULE

DATE PRINTED: 2/2/2024

TATUM BROWN
CUSTOM HOMES

Schedule Starting Week of: Monday, February 5, 2024

KEY

Updated: Complete C

SUPT.: Jeff Boske Scheduled X

P.M.:

JOB: 3906 Shenandoah

ACTIVITY			Resp	#OF	Start		Week 1					Week 2					Week 3					Week 4					Week 5					Week 6					Week 7					Week 8					Week 9										
							2/5/24 - 2/9/24					2/12/24 - 2/16/24					2/19/24 - 2/23/24					2/26/24 - 3/1/24					3/4/24 - 3/8/24					3/11/24 - 3/15/24					3/18/24 - 3/22/24					3/25/24 - 3/29/24					4/1/24 - 4/5/24										
							5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	1	2	3	4	5						
No.	AREA	ACTIVITY	Comp	DAYS	Date	Status	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F											
1	Front Yard	Demo	Fleetwood	2	2/5		X	X																																																	
2	Front Yard	Irrigation	Eagle	2	2/8					X	X																																														
3	Front Yard	Landscape	Eagle	30	2/19												X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X								
4	Front Yard	City Approach	Fleetwood	10	2/5		X	X	X	X	X	X	X	X	X	X																																									
5	Front Yard	Patch Basement Vents	Integrity	3	2/12							X	X	X																																											
6	Front Yard	Pour Sub-Base Paving Stones	Fleetwood	5	2/5		X	X	X	X	X																																														
7	Front Yard	Asphalt	Fleetwood	3	2/14									X	X	X																																									
11	Backyard	Fix Garage Trimmer	James	2	2/12							X	X																																												
12	Backyard	Area Drainage	Eagle	10	2/19												X	X	X	X	X	X	X	X	X	X																															
13	Backyard	Pour Driveway	Fleetwood	5	2/12							X	X	X	X	X																																									
15	Backyard	Trashpads	Fleetwood	3	2/19												X	X	X																																						
16	Backyard	Pour Remainder of Walls	Watercrest/ Fleetwood	10	2/19												X	X	X	X	X	X	X	X	X																																
18	Backyard	MDP Install	Paramount	10	2/26												X	X	X	X	X	X	X	X	X																																
19	Backyard	Pool Equipment Pad	Fleetwood	5	3/4																					X	X	X	X	X																											
20	Backyard	Fence for Backyard/Alley	Watercrest	15	3/4																				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X																		
21	Backyard	Wall Slurry	Integrity	10	3/4																				X	X	X	X	X																												
23	Patio	TV Mount	Savi	5	2/26												X	X	X	X	X																																				
24	Patio	Electrical Trim Out	Paramount	5	3/4																			X	X	X	X	X																													
25	Patio	Install Solar Shades	Britt	5	3/18																														X	X	X	X	X																		
26	Patio	Patio Flooring	Integrity	10	3/4																			X	X	X	X	X	X	X	X	X																									
27	Patio	CMU for Grill	Integrity	8	3/13																														X	X	X	X	X																		
28	Patio	CMU for Bartop	Integrity	8	3/13																															X	X	X	X	X																	
30	Patio	Patio Door for Exterior	Lopoez	2	3/25																																		X	X																	
32	Patio	Plumb Islands	Riddell	3	3/25																																X	X	X																		
33	Pool	Coping	Watercrest	10	3/4																			X	X	X	X	X	X	X	X	X																									
34	Pool	Pool Plaster	Watercrest	5	3/18																														X	X	X	X	X																		
35	Pool	Equipment Hook-Up	Watercrest	5	4/1																																																				
36	Pool	Tile	Watercrest	5	3/11																														X	X	X	X	X																		
37	Pool	Trim Out	Watercrest	15	3/18																														X	X	X	X	X	X	X	X	X														
38	Entry	Stone Paving	Integrity	5	3/4																			X	X	X	X	X																													
40	Entry	Electrical Trim Out	Paramount	25	3/4																			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X			
41	Entry	Mailbox Instal	SealTex	5	3/11																														X	X	X	X	X																		
42	Entry	Camera Hook-Up	Savi	1	4/1																																																				
43	Entry	Gutter/Fascia Band	Green Leaf	20	3/4																			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X			

COMPLETION SCHEDULE

TATUM BROWN
CUSTOM HOMES

Schedule Starting Week of: Monday, February 5, 2024

KEY

Updated: _____

SUPT.: Jeff Boske

P.M.: _____

Complete

Scheduled

C

X

JOB: 3906 Shenandoah

ACTIVITY							Week 10					Week 11					Week 12					Week 13				
							4/8/24		-	4/12/24		4/15/24		-	4/19/24		4/22/24		-	4/26/24		4/29/24		-	5/3/24	
							8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	1	2	3
No.	AREA	ACTIVITY	Resp	#OF	Start	Status	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
1	Front Yard	Demo	Fleetwood	2	2/5																					
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21	Backyard	Wall Slurry	Integrity	10	3/4																					
23	Patio	TV Mount	Savi	5	2/26																					
24	Patio	Electrical Trim Out	Paramount	5	3/4																					
25	Patio	Install Solar Shades	Britt	5	3/18																					
26	Patio	Patio Flooring	Integrity	10	3/4																					
27	Patio	CMU for Grill	Integrity	8	3/13																					
28	Patio	CMU for Bartop	Integrity	8	3/13																					
30	Patio	Patio Door for Exterior	Lopoez	2	3/25																					
32	Patio	Plumb Islands	Riddell	3	3/25																					
33	Pool	Coping	Watercrest	10	3/4																					
34	Pool	Pool Plaster	Watercrest	5	3/18																					
35	Pool	Equipment Hook-Up	Watercrest	5	4/1																					
36	Pool	Tile	Watercrest	5	3/11																					
37	Pool	Trim Out	Watercrest	15	3/18																					
38	Entry	Stone Paving	Integrity	5	3/4																					
40	Entry	Electrical Trim Out	Paramount	25	3/4																					
41	Entry	Mailbox Instal	SealTex	5	3/11																					
42	Entry	Camera Hook-Up	Savi	1	4/1																					
43	Entry	Gutter/Fascia Band	Green Leaf	20	3/4																					

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DATE PRINTED: 2/2/2024

TATUM BROWN
CUSTOM HOMES

Schedule Starting Week of: Monday, February 5, 2024

KEY

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Complete

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SUPT.: Jeff Boske

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JOB: 3906 Shenandoah

[illegible]

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							8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	1	2	3
No.	AREA	ACTIVITY	Resp Comp	#OF DAYS	Start Date	Status	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
44	Entry	Sand Front Stone	Integrity	3	2/12																					
45	Entry	Install Front Door	Roberto Diaz	3	4/1																					
47	Entry	Stairs	Stair Solutions	10	2/5																					
48	Entry	Handrails (Stairs)	Roberto Diaz	10	4/1		X	X	X	X	X															
51	Entry	Paint Trim/Walls	Corona	10	2/19																					
59	Elevator Alcove	Drywall	Premrock	5	2/19																					
54	Powder	Install Sink	Il Granito	5	3/4																					
55	Powder	Plumb Trim Out	Riddell	5	3/11																					
56	Powder	Paint	Corona	10	2/19																					
57	Living Room	Fireplace Surround	Il Granito	1	3/4																					
58	Living Room	Paint Trim/Walls	Corona	10	2/12																					
59	Wine Cellar	Install Racks	Lopez	5	2/26																					
60	Wine Cellar	Backsplash Tile	Richard Mason	5	2/19																					
61	Wine Cellar	Glass Doors Install	Roberto Diaz	5	3/11																					
62	Wine Cellar	Lighting	Paramount	5	3/18																					
63	Dining	Paint Trim/Walls	Corona	10	2/19																					
64	Dining	Float Ceiling	Premrock	5	2/5																					
65	Dining	Cut Out Wall HVAC Grille	Ellis HVAC	5	2/5																					
66	Study	Paint Study	Corona	5	3/4																					
67	Study	Wall Panels	Lopoez	10	2/5																					
68	Study	Fireplace Surround Install	Il Granito	5	3/4																					
69	Study	HVAC Move	Ellis HVAC	10	2/5																					
70	Bar	Glass Wall Backsplash	Barco	5	3/4																					
71	Bar	Shelving Install	Lopez	5	3/11																					
72	Bar	Countertops	Il Granito	10	2/26																					
74	Bar	Fireplace Surround Install	Il Granito	10	3/4																					
75	Bar	High Gloss Ceiling Paint	Corona	10	2/26																					
76	Bar	Fluted Stone Bar Toe Kick Surround	Richard Mason	7	3/11																					
78	Bar	Trim Out/Appliances	Capital	5	3/11																					
79	Bar	Paint Cabinets	Corona	5	2/19																					
80	Office	Cabinet Install	Douglas	10	2/12																					
81	Office	Paint Cabinets	Corona	5	2/26																					
82	Office	Install Steel Door	Roberto Diaz	5	3/4																					
83	Office	Hinged Bookshelf	Douglas	10	2/26																					
84	Office	Fix Access Hatch	Richard Mason	5	3/4																					

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							8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	1	2	3
No.	AREA	ACTIVITY	Resp Comp	#OF DAYS	Start Date	Status	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
85	Office	Trim Out	Paramount/Savi	10	3/18																					
86	Office	Window Casing	Lopez	5	2/26																					
87	Office	TV Mount/Wires	Savi	5	3/4																					
88	Butler's Pantry	Countertops	Il Granito	5	3/4																					
89	Butler's Pantry	Backsplash	Il Granito	5	3/4																					
90	Butler's Pantry	Appliances	Capital	5	4/1																					
91	Butler's Pantry	Install Steel Door	Roberto Diaz	5	3/11																					
92	Kitchen	Countertops	Il Granito	10	3/11																					
93	Kitchen	Trim Out	Capital	5	4/1																					
94	Kitchen	Re-Route HVAC	Ellis HVAC	7	2/12																					
95	Kitchen	Backsplash	Il Granito	10	3/18																					
96	Kitchen	Appliance Install	Capital	5	4/1																					
100	Family Room	Fireplace Surround	Il Granito	5	3/18																					
101	Family Room	Drywall Finish Above Window	Premrock	5	3/18																					
102	Family Room	Handrailing	Roberto Diaz	5	4/1																					
103	Family Room	Hearth	Integrity	5	3/25																					
104	Family Room	Garage Door Install/Interio Door	Lopez	10	3/18																					
105	Pool Bath	Shower Glass	Barco	5	3/4																					
106	Pool Bath	Trim-Out	Riddell	5	3/25																					
107	Pool Bath	Grout	Richard Mason	5	2/5																					
109	Roof	2 Missing Vents	Green Leaf	10	2/5																					
110	Roof	Chimney Cap	Integrity	3	2/19																					
111	Roof	Gutter Install	Green Leaf	15	2/12																					
113	Laundry/Mudroom	Appliance Install	Capital	2	4/1																					
114	Laundry/Mudroom	Paint Cabinets	Corona	7	2/5																					
115	Bedroom#1/Bath/Closet	Trim Out	Riddell/Paramount	5	3/4																					
116	Bedroom#1/Bath/Closet	Tub	Riddell	5	3/4																					
117	Bedroom#1/Bath/Closet	Niche Install	Il Granito	5	3/4																					
118	Bedroom#1/Bath/Closet	Glass Install	Barco	5	2/12																					
119	Bedroom#1/Bath/Closet	Sink/Countertops	Il Granito	5	2/26																					
120	Bedroom#2/Bath/Closet	Trim Out	Riddell/Paramount	5	3/4																					
121	Bedroom#2/Bath/Closet	Glass for Bath	Barco	5	2/26																					
122	Bedroom#2/Bath/Closet	Niche Install	Il Granito	5	3/4																					
123	Bedroom#2/Bath/Closet	Countertops	Il Granito	5	2/26																					
124	Bedroom#3/Bath/Closet	Trim Out	Riddell/Paramount	5	3/4																					
126	Bedroom#3/Bath/Closet	Countertops	Il Granito	5	2/26																					

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							2/5/24 - 2/9/24					2/12/24 - 2/16/24					2/19/24 - 2/23/24					2/26/24 - 3/1/24					3/4/24 - 3/8/24					3/11/24 - 3/15/24					3/18/24 - 3/22/24					3/25/24 - 3/29/24					4/1/24 - 4/5/24								
							5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	1	2	3	4	5				
No.	AREA	ACTIVITY	Resp	#OF	Start	Status	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F									
127	Laundry-Upstairs	Flooring	Richard Mason	5	2/5		X	X	X	X	X																																												
128	Laundry-Upstairs	Cabinet Install	Douglas	5	2/12							X	X	X	X	X																																							
129	Laundry-Upstairs	Cabinet Paint Prep/Paint	Corona	5	2/19												X	X	X	X	X																																		
130	Laundry-Upstairs	Trim Out	Riddell/Paramount/Capital	5	3/11																						X	X	X	X	X																								
135	Master Bedroom	Trim Out	Paramount	5	3/11																						X	X	X	X	X																								
136	Master Balcony	Flooring Install	Richard Mason	5	3/4																					X	X	X	X	X																									
137	Master Balcony	Master Balcony Railing Column Install	Roberto Diaz	10	4/1																																													X	X	X	X	X	
139	Master Balcony	Trim Out	Paramount	5	3/4																					X	X	X	X	X																									
140	Master Bath	Cabinet Install	Douglas	5	2/12							X	X	X	X	X																																							
141	Master Bath	Stone Toe Kicks Cabinets	Il Granito	5	2/19												X	X	X	X	X																																		
142	Master Bath	Tub Install	Riddell	5	3/4																					X	X	X	X	X																									
143	Master Bath	Niches	Il Granito	5	3/4																					X	X	X	X	X																									
144	Master Bath	Bench/Curb	Il Granito	5	3/4																					X	X	X	X	X																									
145	Master Bath	Trimout	Riddell/Paramount	5	3/11																										X	X	X	X	X																				
146	Master Closet	Master Closet Install	Orne	12	2/19												X	X	X	X	X	X	X	X	X	X	X	X																											
147	Master Closet	Fireplace Surround	Il Granito	3	3/11																										X	X	X																						
148	Whole House	Final Clean	Santiago	3	4/15																																																		
149	Whole House	City CO	HP	1	4/30																																																		

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							8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	1	2	3
No.	AREA	ACTIVITY	Resp	#OF	Start	Status	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
127	Laundry-Upstairs	Flooring	Richard Mason	5	2/5																					
128	Laundry-Upstairs	Cabinet Install	Douglas	5	2/12																					
129	Laundry-Upstairs	Cabinet Paint Prep/Paint	Corona	5	2/19																					
130	Laundry-Upstairs	Trim Out	Riddell/Paramount/Capital	5	3/11																					
135	Master Bedroom	Trim Out	Paramount	5	3/11																					
136	Master Balcony	Flooring Install	Richard Mason	5	3/4																					
137	Master Balcony	Master Balcony Railing Column Install	Roberto Diaz	10	4/1		X	X	X	X	X															
139	Master Balcony	Trim Out	Paramount	5	3/4																					
140	Master Bath	Cabinet Install	Douglas	5	2/12																					
141	Master Bath	Stone Toe Kicks Cabinets	Il Granito	5	2/19																					
142	Master Bath	Tub Install	Riddell	5	3/4																					
143	Master Bath	Niches	Il Granito	5	3/4																					
144	Master Bath	Bench/Curb	Il Granito	5	3/4																					
145	Master Bath	Trimout	Riddell/Paramount	5	3/11																					
146	Master Closet	Master Closet Install	Orne	12	2/19																					
147	Master Closet	Fireplace Surround	Il Granito	3	3/11																					
148	Whole House	Final Clean	Santiago	3	4/15							X	X	X												
149	Whole House	City CO	HP	1	4/30																		X			



TOWN OF HIGHLAND PARK

Agenda Briefing

Council Meeting: February 20, 2024

Department: Administration

Presenter: Tobin E. Maples, AICP

TITLE

Review, discuss, and consider approval of authorizing the Town Administrator to execute a professional services agreement with HDR, Inc.

BACKGROUND

The Town of Highland Park possesses a unique semi-urban quality of life and has a rich history of being a community that cares about its members. This quality of life is a major reason why we find multiple generations of families choosing to make Highland Park their “Town of Choice.”

Traditionally, municipalities do not demonstrate a commitment to proactive urban planning (placemaking) and, therefore, function from a reactionary perspective. Recognizing the Town will continue to experience redevelopment pressure and traffic congestion due to its location, availability of infill properties, stellar community image, and destination public education system, it is essential that the Town advance a commitment to proactive planning initiatives charged with ensuring the Town is poised to forecast, review, and control the unknown.

Specifically, as redevelopment in and adjacent to Highland Park occurs, delivery of service challenges will continue to evolve. These challenges will encompass everything from infrastructure (parking, mobility, open space, etc.) to police, fire, and EMS. Accordingly, it is essential that the Town Council formulate and administer policies and controls (placemaking) that reflect the values of the community and enhance the integrity of the process.

With this opportunity being identified, the question of how to implement the vision becomes extremely important. The basic premise is to facilitate Planning *with* the citizenry rather than Planning *for* the citizenry. The end goal of Planning of this nature is to provide the community with some level of comfort regarding future infrastructure demands, delivery of services, and the basis for capital and operational expenditure-related decisions.

The professional services agreement (“Agreement”) under consideration today is to establish an Owner’s Representative for the Town. As the Owner’s Representative (“Consultant”) will report directly to the Town and will perform and oversee professional services for a range of specialty projects as assigned by the Town. The work to be performed under this Agreement includes but is not limited to, managing, directing, and coordinating architecture, engineering, urban planning, traffic, transportation, parking, and specialty firms selected for individual assignments or projects.

Professional services included in the scope of this Agreement will be based on the issuance of individual Work Authorizations by the Owner to authorize the Consultant to perform the professional services described in the Work Authorization. Professional services may include but are not limited to Exhibit A.

RECOMMENDATION

HDR is an international organization known for their expertise in a variety of consulting services to include urban/transportation planning and engineering. The firm has approximately 12,000 employees in 200 offices around the world and maintains a presence in Dallas, Texas.

Staff recommends that Town Council approve the proposed agreement engaging HDR for the aforementioned services.

FINANCIAL IMPACT

Through the remainder of the fiscal year, it is anticipated that the Town will expend an estimated \$100,000 towards this effort. Funding will be derived from existing FY 2023-24 operating budgets and a budget amendment to be presented later in the fiscal year if needed.

ATTACHMENTS:

File Name	Description
2024-02-14_Short_Form_Owners-Architect_Agreement_(002)_Final.pdf	Agreement
Exhibit_A_Scope.pdf	Exhibit A
Exhibit_B_2024.pdf	Exhibit B
Exhibit_C.docx	Exhibit C
Draft_Work_Authorization.docx	Sample Work Authorization

**SHORT FORM AGREEMENT BETWEEN CLIENT AND ARCHITECT
FOR PROFESSIONAL SERVICES**

THIS SHORT FORM AGREEMENT BETWEEN CLIENT AND ARCHITECT FOR PROFESSIONAL SERVICES ("Agreement") is made as of this 20th day of February 2024, between Town of Highland Park, Texas ("Client") and HDR Architecture, Inc. ("Architect") for services in connection with the project known as the Town of Highland Park On-Call Services ("Project").

WHEREAS, Client desires to engage Architect to provide professional architecture, consulting and related services ("Services") in connection with the Project; and

WHEREAS, Architect desires to render the Services as described in Section I (Scope of Services).

NOW, THEREFORE, Client and Architect, in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

Architect will provide the Services as fully described in the scope of services attached hereto as Exhibit A, incorporated herein by this reference, for the Project.

SECTION II. COMPENSATION

Client shall pay Architect for all Services performed by Architect in accordance with the compensation schedule attached hereto as Exhibit B, incorporated herein by this reference.

SECTION III. TERMS AND CONDITIONS OF ARCHITECTURAL SERVICES

The Architect's "Terms and Conditions for Professional Services," which are attached hereto in Exhibit C, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION IV. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, Architect shall perform the Services within the time period(s), if any, set forth in Exhibit A.

Upon receipt of written authorization to proceed, Architect shall perform the Services. Unless otherwise stated in this Agreement, the rates of compensation for Architect's Services have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. If any specified dates for the completion of Architect's Services are exceeded through no fault of the Architect, the time for performance of those Services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of Architect's compensation shall be equitably adjusted.

SECTION V. NOTICES

Notices provided in connection with the Agreement shall be in writing and sent by certified or registered mail, postage prepaid, return receipt requested, as follows:

If to Client:

Town of Highland Park
Attention: Tobin E. Maples
Town of Highland Park
4700 Drexel Drive
Highland Park, TX 75205

If to Architect:

HDR Architecture, Inc.
Attention: Douglas J. Bisson
1917 S. 67th Street
Omaha, NE 68106

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Town of Highland Park

BY: _____

Name: Tobin E. Maples

Title: Town Administrator

and

HDR Architecture, Inc.

BY: _____

Name: Douglas J. Bisson

Title: Vice President

Exhibit "A"
Town of Highland Park, Texas
Owner's Representative Agreement

Scope of Work

General Description

As the Owner's Representative (OR) for the Town of Highland Park (Owner), HDR Inc. (Architect) will report directly to the Town Administrator and will perform and oversee professional services for a range of specialty projects as assigned by the Town. The work to be performed under this Agreement includes but is not limited to managing, directing, and coordinating architecture, engineering, urban planning, traffic, transportation, parking, and specialty firms selected for individual assignments or projects.

Professional services included in the scope of this Agreement will be based on the issuance of individual Work Authorizations by the Owner to authorize the Architect to perform the professional services described in the Work Authorization. Architect will provide professional services on an on-call hourly basis as defined in Exhibit B of the Agreement or as amended by specific Work Authorizations. Task may include but are not limited to the following:

- I. Program Administration
 - a. Attending client/Town Council meetings
 - b. Participating in planning and defining projects
 - c. Developing design standards/criteria
 - d. Facilitating funding partnerships
 - e. Facilitating meetings with community stakeholders and representing Owner's position
 - f. Assisting with targeted ordinance revisions
 - g. Developing project cost estimates
 - h. Reviewing existing studies and designs by others
 - i. Preparing exhibits
 - j. Other ongoing assistance
 - k. Performing overall management and administration of the Agreement, assigned work authorizations, and invoicing.
- II. Work Authorization Projects
 - a. Providing a peer review of existing traffic studies and shared parking models
 - b. Developing long and short-term parking solutions for Townwide application utilizing infrastructure, policy, and technology strategies
 - c. Developing placemaking design concepts that preserve and protect the character of the Town (form-based zoning, etc.)
 - d. Developing overlay districts
 - e. Identifying/developing wayfinding/pedestrian improvements
 - f. Evaluating the following targeted areas for parking, traffic flow, ingress/egress:
 - i. Highland Park Village
 - ii. Shops at Highland Park
 - iii. Town Parks
 - iv. SMU/NE portion of Town
 - v. Knox/Abbott area
 - vi. Schools
 - vii. Town Hall
 - g. Developing delivery (loading/unloading) strategies to Highland Park Village – may include adjacent roadway improvements

- h. Developing solutions for Preston Road/Douglas/Mockingbird Lane congestion
- i. Identifying possible roadway improvements including roundabouts for certain intersections including but not limited to:
 - i. Douglas/Mockingbird
 - ii. Preston/Mockingbird
 - iii. Other
- j. Developing solutions for Special Events (block parties, weddings, resident parties, fundraisers, etc.)

Exhibit "B"
Compensation

Owner shall pay Architect a fee based on the tasks set forth in assigned Work Authorizations as agreed upon mutually by the Architect and Owner, invoiced on an hourly task basis as requested by Owner, plus reimbursable expenses, including, without limitation, travel, lodging, reprographics, facilities rental, and workshop supplies. Architect shall invoice Owner on a monthly basis. All invoices shall be due upon presentation and payable within thirty (30) days. Any local, state or federal taxes applicable to any of the services provided by Architect shall be added to the amount due. Hourly services undertaken by Architect and authorized by Town shall be compensated per the attached 2024 Rate Sheet to be updated annually, unless other arrangements are made by mutual agreement. Subsequent to written approval from Town, Professional may sub-contract any portion of the Services set forth within Work Authorizations; provided, however, any increase in fees or compensation due to the use of such sub-contracted services shall be approved in writing and by Client.

HDR Architecture, Inc.**Hourly Rates**

PERSONNEL TITLE	2024 Rates
Subject Matter Expert	\$383
Managing Principal	\$318
Principal	\$307
Project Manager	\$238
Sr. Project Manager	\$310
Sr. Design Principal	\$363
Sr. Project Designer	\$289
Project Designer	\$243
Jr. Project Designer	\$152
Sr. Project Architect	\$243
Project Architect	\$175
Office BIM Manager	\$214
Sr. Project Coordinator	\$202
Project Coordinator	\$108
Sr. Architecture Planner	\$318
Sr. Interiors Designer	\$173
Interiors Designer	\$108
Sustainable Designer	\$216
Sr. Civil Project Engineer	\$288
Civil Project Engineer	\$202
Sr. Structural Project Engineer	\$288
Structural Project Engineer	\$191
Structural Drafter	\$132
Sr. Plumbing Designer	\$288
Sr. Mechanical Project Engineer	\$288
Mechanical Project Engineer	\$202
Mechanical EIT	\$132
Mechanical Project Coordinator	\$204
Mechanical Drafter	\$173
Sr. Electrical Engineer	\$306
Electrical EIT	\$156
Sr. Electrical Drafter	\$186
Security Designer	\$283
Electronic Security Specialist	\$161
Physical Security Specialist	\$237
Sr. Landscape Project Architect	\$306
Landscape Project Coordinator	\$116
Sr. Construction Contract Administrator	\$254
Construction Contract Administrator	\$209
Sr. Graphic Designer	\$156
Sr. Fire Protection Engineer	\$201
Equipment Planner	\$197
Steno Clerical	\$128
Sr. Administrative	\$151

* Rates are subject to an annual increase at the start of each calendar year

HDR ARCHITECTURE INC.

Labor/Job Classification	Hourly Rate
Urban Design Planning Principal	\$ 270
Studio Lead/Landscape	\$ 176
Landscape Design Coordinator II	\$ 106
Landscape Design Coordinator 1	\$ 95
Senior Planner	\$ 208
Planner	\$ 141

HDR ENGINEERING, INC.

Labor/Job Classification	Hourly Rate
Support Manager - SCHEM/ENV	\$ 394
Quality Manager	\$ 366
Engineer (Senior)	\$ 341
Engineer (Project)	\$ 197
Engineer (Design)	\$ 183
Engineer-In-Training II	\$ 127
Engineer-In-Training I	\$ 115
Engineer Technician - Senior	\$ 208
Engineer Technician	\$ 121
Engineer Technician - Junior	\$ 109
GIS Analyst - Senior	\$ 177
GIS Analyst	\$ 130
GIS Analyst - Junior	\$ 112
Transportation Planner - Senior	\$ 279
Transportation Planner IV	\$ 196
Transportation Planner III	\$ 161
Transportation Planner I/II	\$ 111
Environmental Planner - Senior	\$ 316
Environmental Planner IV	\$ 223
Environmental Planner III	\$ 171
Environmental Planner I/II	\$ 126
Public Involvement Officer	\$ 158
Public Involvement Officer - Junior	\$ 109
Public Involvement Specialist - Senior	\$ 223

WALKER CONSULTING

Labor/Job Classification	Hourly Rate
Parking Consultant VP	\$ 365
Parking SR Consultant	\$ 310
Parking Technician	\$ 170
Administrative Assistant	\$ 120

EXHIBIT C

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. STANDARD OF PERFORMANCE

The standard of care for all professional architectural, consulting, and related services performed or furnished by Architect and its employees under this Agreement will be the care and skill ordinarily used by members of Architect's profession practicing under the same or similar circumstances at the same time and in the same locality. Architect makes no warranties, express or implied, under this Agreement or otherwise, in connection with Architect's services.

2. INSURANCE/INDEMNITY

Architect agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which Architect is legally liable. Upon request, Client shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the Client. Architect agrees to indemnify Client for third party personal injury and property damage claims to the extent caused by Architect's negligent acts, errors, or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by Architect are made on the basis of information available to Architect and on the basis of Architect's experience and qualifications, and represents its judgment as an experienced and qualified professional architect. However, since Architect has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Architect does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost Architect prepares.

4. CONSTRUCTION PROCEDURES

Architect's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. Architect shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences,

procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. Architect shall not be responsible for the acts or, omissions of the contract or other parties on the Project. Architect shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of Architect beyond those set forth in this Agreement. Client agrees to include Architect as an indemnified party in Client's construction contracts for the work, which shall protect Architect to the same degree as Client. Further, Client agrees that Architect shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where Architect's services are performed.

6. SERVICES AND INFORMATION

Client will provide all criteria and information pertaining to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. Client will also provide copies of any standard details, standard specifications, or standard bidding documents which are to be incorporated into the Project. Client will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by Architect. Client agrees to bear full responsibility for the technical accuracy and content of Client- furnished documents and services.

In performing professional architectural and related services hereunder, it is understood by Client that Architect is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the Client's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the Client's legal and financial interests. To that end, the Client agrees that Client or the Client's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by Architect, and will obtain the advice of an attorney, insurance counsel or other consultant as the Client deems necessary to protect the Client's interests before Client takes action or forebears to take action based upon or relying upon the services provided by Architect.

7. SUCCESSORS AND ASSIGNS

Client and Architect, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither Client nor Architect will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by Architect pursuant to this Agreement, are instruments of service with respect to the Project. Architect retains ownership of all such documents. Client may retain copies of the documents for its information and reference in connection with the Project; however, none of the documents are intended or represented to be suitable for reuse by Client

or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Architect for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Architect, and Client will defend, indemnify and hold harmless Architect from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle Architect to further compensation at rates to be agreed upon by Client and Architect.

9. TERMINATION OF AGREEMENT

Client or Architect may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party and fails to cure its default within such seven (7) day notice period. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the Project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs Architect incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

Architect will submit monthly invoices for services rendered and Client will make prompt (in no event longer than thirty (30) days) payments in response to Architect's invoices.

Architect will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by Client's auditors upon request.

Client shall not withhold amounts from Architect's compensation to impose a penalty or liquidated damages on Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

Client recognizes that late payment of invoices results in extra expenses for Architect. Architect retains the right to assess Client interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within forty-five (45) days from the date of the invoice. In the event undisputed portions of Architect's invoices are not paid when due, Architect also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by Architect are estimates to perform the services required to complete the

Project as Architect understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the Project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. Architect will inform Client of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, Architect agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity, and other employment, statutes and regulations.

15. HAZARDOUS MATERIALS

Client represents to Architect that, to the best of its knowledge, no hazardous materials are present at the Project site. However, in the event hazardous materials are known to be present, Client represents that to the best of its knowledge it has disclosed to Architect the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the Project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that Architect's scope of services do not include services related in any way to hazardous materials. In the event Architect or any other party encounters undisclosed hazardous materials, Architect shall have the obligation to notify Client and, to the extent required by law or regulation, the appropriate governmental officials, and Architect may, at its option and without liability for delay, consequential or any other damages to Client, suspend performance of services on that portion of the Project affected by hazardous materials until Client: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the Project site is in full compliance with all applicable laws and regulations. Client acknowledges that Architect is performing professional services for Client and that Architect is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Project site in connection with Architect's services under this Agreement. If Architect's services hereunder cannot be performed because of the existence of hazardous materials, Architect shall be entitled to terminate this Agreement for cause on

30 days written notice. To the fullest extent permitted by law, Client shall indemnify and hold harmless Architect, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate Client to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between Architect and Client, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. LIMITATION OF LIABILITY

Client and Architect have evaluated the risks and rewards associated with the Project, including Architect's fee relative to the risks assumed, and agree to allocate certain of the risks, so, to the fullest extent permitted by law, the total aggregate liability of Architect (and its related corporations, subconsultants, and employees) to Client is limited to Architect's fee, for any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of Architect's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity, or other recovery. Neither party to this Agreement shall be liable to the other party for any special, incidental, indirect, or consequential damages. Architect's and its subconsultants' employees are intended third party beneficiaries of this Section 17.

18. LITIGATION SUPPORT

In the event Architect is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which Architect is not a party, Client shall reimburse Architect for reasonable costs in responding and compensate Architect at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. OPERATIONAL TECHNOLOGY SYSTEMS

Client agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by Architect are dependent upon Client's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. Client shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of

appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, Client recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by Architect are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, Architect does not guarantee that Client's OT Systems are or will be impenetrable and Client agrees to waive any claims against Architect resulting from any such incidents that relate to or affect Client's OT Systems.

20. FORCE MAJEURE

Architect shall not be responsible for delays caused by factors beyond Architect's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Architect's services or work product, or delays caused by faulty performance by the Client's or by contractors of any level, or any other events or circumstances not within the reasonable control of Architect, whether similar or dissimilar to any of the foregoing. When such delays beyond Architect's reasonable control occur, the Client agrees that Architect shall not be responsible for damages, nor shall Architect be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to Architect's schedule and/or compensation if impacted by the force majeure event or condition.

21. FLORIDA EMPLOYEE IMMUNITY

CLIENT AGREES TO WAIVE ANY CLAIMS IT MAY HAVE AGAINST AN INDIVIDUAL EMPLOYEE OR AGENT OF ARCHITECT. IF THE PROJECT IS LOCATED IN FLORIDA, THEN PURSUANT TO FLORIDA STATUTE§ 558.035, AN INDIVIDUAL EMPLOYEE OR AGENT OF ARCHITECT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS PROFESSIONAL SERVICES CONTRACT.

(SAMPLE/DRAFT)

WORK AUTHORIZATION # 2024-01

**SCOPE OF SERVICES
COMMUNITY PARKING AND HIGHLAND PARK VILLAGE**

Task Order #1 - Community Parking

Goal – To reduce on-street parking impacts to improve the flow of local traffic, inclusive of emergency response apparatus.

- Parking inventory
 - Existing parking restrictions
 - Entry points into Highland Park
 - Thoroughfare roadways
- Contractor parking
- Resident staff/guest parking
- Traffic Counts
- Ingress/Egress through the Town (cut through traffic)
- Adjacent facility parking impacts – SMU, Knox
- DART facilities
- Desired outcomes

Task Order #2 - Highland Park Village

Goal – To reduce off-site parking and to improve the flow of traffic in and around the village including patrons and deliveries.

- Traffic impact analysis, access management and placemaking infrastructure (ingress/egress in and around the village)
- Patrons' vs employee solutions
- Deliveries
- Parking – north lot, on property, parking garage, offsite, street
- Valet
- Shared parking model considerations
- Desired outcomes

Task Order #3 – Form-based zoning approach

1) Goal – To evaluate and develop form-based codes (overlay districts) for certain key nodes in the Town.

- Form-based codes foster predictable built results and a high-quality public realm by using physical form (rather than separation of uses) as the organizing principle.
 - Show the development industry what the Town wants – the vision should be visual.
 - Creation of character zones.
 - Ease the disconnect between the community's vision and the regulatory environment
 - Catalyze certain market sensitive conditions relative to nonresidential areas and or areas ripe for redevelopment
- Desired outcomes



TOWN OF HIGHLAND PARK

Agenda Briefing

Council Meeting: February 20, 2024

Department: Administration

Presenter: Joanna Mekeal

TITLE

Review, discuss, and consider the opportunity for a Town Council Member to request an item to be placed on a future Town Council Meeting Agenda.

BACKGROUND

This item is provided at the request of the Mayor for a member of the Town Council to request an item be placed on a future Town Council study session agenda for discussion or consideration. Town Council discussion and consideration would be limited only to including a potential agenda item and scheduling such on a future agenda. The agenda item would be included as part of the study session agenda of regular Town Council meetings.

RECOMMENDATION

Staff recommends approval of the inclusion of the agenda item for future regular (not special or emergency) Town Council meetings.

FINANCIAL IMPACT

None.

ATTACHMENTS:

File Name	Description
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No Attachments Available



TOWN OF HIGHLAND PARK

Agenda Briefing

Council Meeting: February 20, 2024

Department: Public Safety

Presenter: Chuck McGinnis

TITLE

Review and discuss the horse-drawn carriage program.

BACKGROUND

This agenda item is provided as an opportunity for the Town Council to continue its review and discussion of potential modifications to the regulation of commercial horse-drawn carriage operations. Ordinance 1763 of the Town's Code of Ordinances (the "Code") provides for the regulation of commercial horse-drawn carriages. This code was adopted 09/08/2008.

Carriage tours are enjoyed by residents and visitors alike, adding to the community's festive spirit during the Christmas season. In the 2023 season, four vendors employed 78 drivers in the Town, with a total of 60 carriages operated that season. Carriage rides are approximately one hour in duration. Last year we had three complaints related to the carriages, but no reported mishaps between carriages and motorists.

The Town's Department of Public Safety administers and enforces the Code. The Town has regulated horse carriage operations since 2008. In 2015, the Town Council amended the Code to require carriage vendors (the "Vendors") to pay a franchise fee of five percent of gross sales for the commercial use of the Town of Highland Park streets. During the same ordinance amendment in 2015, the annual carriage license fee increased from \$50 to \$100, the carriage registration fee went from \$25 to \$50 per year. The amended ordinance also created a new pass-through cost of \$40/driver for carriage drivers' background checks. In 2020, the Town Council amended the Code to limit the hours of operations of the carriages to 11:00 p.m. (instead of 12:30 a.m.) from Sunday through Thursday while the Highland Park Independent School District schools were in session.

This year the program generated \$59,962.10, which is \$20,601.33 more than the previous year. This is largely due to an increase in cost from the vendor to the patrons to utilize the service, but there was also a minor increase in total amount of rides provided.

Currently, the City of Dallas is also reviewing their carriage program and will vote on potentially banning the program in April 2024. This will inevitably affect our carriage vendors, as most of them either operate, or store, their equipment/horses in the City of Dallas during the Christmas holidays.

RECOMMENDATION

Wait to see how the City of Dallas responds to the banning of carriage rides in their April city council meeting, then make a determination on how to move forward in Highland Park.

Discuss the program again in June 2024.

FINANCIAL IMPACT

None

ATTACHMENTS:

File Name	Description
2023_Carriage_Report.pdf	2023 Carriage Report
2022_Carriage_Report.pdf	2022 Carriage Report

2023 Horse-Drawn Carriages

Carriages Vendors	Brazos	NorthStar	Threejays	Whitehaven
Carriages Registered	23	14	16	7
Drivers Permitted	26	16	27	9
Vendors - Gross Revenues	\$81,480.00	\$331,186.00	\$664,606.00	\$121,966.00
HP 5% Franchise Fees Collected	\$4,074.00	\$16,559.30	\$33,230.50	\$6,098.30
				\$59,962.10

Completed 2/1/2024

2022 Horse-Drawn Carriages

Carriages Vendors	Brazos	NorthStar	Threejays	Whitehaven
Carriages Registered	23	15	15	8
Drivers Permitted	33	16	25	6
Vendors - Gross Revenues	\$79,600.00	\$173,110.00	\$453,570.00	\$80,961.00
5% Franchise Fees Received	\$3,980.00	\$8,654.22	\$22,678.50	\$4,048.05
				\$39,360.77