



Town of Highland Park, Texas
TOWN COUNCIL STUDY SESSION
AGENDA

8:00 AM
April 2, 2024

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

FUTURE AGENDA DISCUSSION

- Review, discuss, and consider a request to extend the construction timeframe for a new single-family home currently under construction at 3801 Maplewood Avenue.
- Review, discuss, and consider approval of a professional services agreement with Kimley-Horn and Associates Inc., to update the Town's Pavement Asset Management Program.
- Review, discuss, and consider approval of a contract for the FY 2024 Street Resurfacing project.
- Review, discuss, and consider approval authorizing an annual amount of up to \$300,000 with the Pavement Doctor Corp., LLC for the preservation seal program.
- Review and discuss final design and construction timeline of Prather Park Pickleball Courts.
- Review and discuss a petition from residents requesting "Resident-only Parking" on the 3500 block of Euclid Avenue.
- 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 management plan for the Westside Court apartment complex located at 5000 Holland Avenue, Highland Park, Texas.

CLOSED SESSION

1. In accordance with Texas Government Code Chapter 551, Subchapter D Section 551.089 - DELIBERATION REGARDING TOWN SECURITY - the Town Council will convene into closed session to deliberate the deployment, or specific occasions for implementation, of security devices; specifically, the Town's cyber security policies, procedures, and technology.
2. 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 (Highland Park Department of Public Safety).
3. In accordance with Texas Government Code Chapter 551, Subchapter D,

Section 551.074 – PERSONNEL MATTERS – the Town Council will convene into closed session to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Town Attorney.

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: April 2, 2024

Department: Development Services

Presenter: Chelsey Gordon

TITLE

Review, discuss, and consider a request to extend the construction timeframe for a new single-family home currently under construction at 3801 Maplewood Avenue.

BACKGROUND

The owners of 3801 Maplewood Avenue are requesting a 6-month extension on a construction permit issued for a new home.

The Town's Code of Ordinances provide that, to the extent a major construction 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 twenty-four-month permit issued in April 2022.

The initial building permit was issued on April 18, 2022. Progress inspections were completed throughout the project as required by Town ordinance. At the 12-month progress inspection in April 2023, the project superintendent provided an updated construction schedule indicating the project would be completed by February 2024. At the 18-month progress inspection in October 2023, the updated construction schedule indicated project completion on April 19, 2024. At the 21-month progress inspection in January 2024, the updated construction schedule indicated a mid-May completion date which would necessitate an administrative extension. Rather than granting an administrative extension staff opted to schedule the request for a Town Council permit extension. The contractor was notified in February 2024 that both he and the property owners would need to plan to appear before the Town Council for consideration of a permit extension.

The General Contractor, Mr. Matt Cain of Tatum Brown Custom Homes, has identified that the cumulative additional time period is requested due to the unique construction requirements of the home, specifically its 3-coat plaster interior walls which require the roof to be loaded prior to beginning. The roof was delayed due to weather thus delaying the interior wall work. Additionally, there is a delay in the site work due to not receiving site work plans until February of this year, significantly later than anticipated.

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 delivered to neighbors surrounding the property advising of a request to extend the construction timeframe to October 18, 2024.

RECOMMENDATION

The contractor is requesting an additional six months to complete the project extending the project expiration to October 18, 2024. As this is the first extension request on this project, Staff recommends, if the Town Council decides to grant an extension, the permit extension fee be calculated based on the ordinance in effect at the time of permit issuance as follows:

6-month extension @ 50% of original permit fee = \$19,787.30

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 \$19,787.30.

ATTACHMENTS:

File Name	Description
2024_0312_Schedule_Update.pdf	3801 Maplewood Ext. Schedule
RE__3801_Maplewood-_3-27.pdf	3801 Maplewood Extension Request

ID	Task Name	Duration	Baseline Start	Baseline Finish	Start	Finish	Actual Start	Actual Finish	Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024	
									Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	
1	Construction - Target Duration of 22 to Project Close-Out	639 days?	Fri 4/15/22	Tue 2/13/24	Fri 9/27/24	Fri 9/27/24	Tue 4/19/22	NA											
2	Foundation & Substructure	59 days	Fri 4/15/22	Thu 10/13/22	Tue 4/19/22	Fri 7/8/22	Tue 4/19/22	Fri 7/8/22											
3	Milestone: Commencement of Construction	1 day	Fri 4/15/22	Fri 4/15/22	Tue 4/19/22	Tue 4/19/22	Tue 4/19/22	Tue 4/19/22											
4	Milestone: Start Earthwork	1 day	Fri 4/15/22	Fri 4/15/22	Tue 4/19/22	Tue 4/19/22	Tue 4/19/22	Tue 4/19/22											
5	Earthwork	9 days	Fri 4/15/22	Thu 7/7/22	Tue 4/19/22	Fri 4/29/22	Tue 4/19/22	Fri 4/29/22											
6	Milestone: Start Foundation	1 day	Fri 7/8/22	Fri 7/8/22	Fri 4/29/22	Fri 4/29/22	Fri 4/29/22	Fri 4/29/22											
7	Foundation Work	45 days	Fri 7/8/22	Thu 9/15/22	Fri 4/29/22	Sat 7/2/22	Fri 4/29/22	Sat 7/2/22											
8	Subsurface Drainage & Waterproofing	0 days	Fri 9/16/22	Thu 9/29/22	Fri 6/17/22	Sat 6/25/22	Fri 6/17/22	Sat 6/25/22											
9	Backfill Foundations	10 days	Fri 9/30/22	Thu 10/13/22	Mon 6/27/22	Fri 7/8/22	Mon 6/27/22	Fri 7/8/22											
41	Superstructure	281 days?	Fri 9/16/22	Thu 1/19/23	Sat 7/23/22	Mon 8/21/23	Sat 7/23/22	Mon 8/21/23											
43	Wood Framing/Structural Steel/Load Bearing Masonry	113 days	Fri 9/16/22	Thu 12/22/22	Sat 7/23/22	Wed 12/28/22	Sat 7/23/22	Wed 12/28/22											
45	Roof Dry-In	5 days	Fri 12/23/22	Thu 1/19/23	Wed 12/28/22	Wed 1/4/23	Wed 12/28/22	Wed 1/4/23											
44	Garage Structural Issue and Reframing	106 days?	NA	NA	Mon 3/27/23	Mon 8/21/23	Mon 3/27/23	Mon 8/21/23											
42	Milestone: Start Superstructure/Framing	1 day	Fri 9/16/22	Sat 7/23/22	Sat 7/23/22	Sat 7/23/22	Sat 7/23/22	Sat 7/23/22											
10	Site Improvements	250 days	Tue 12/20/22	Mon 12/4/23	Wed 9/14/22	Tue 8/29/23	NA	NA											
11	Pool (Plumbing and Gunite Complete)	39 days	NA	NA	Mon 1/8/24	Thu 2/29/24	Mon 1/8/24	Thu 2/29/24											
12	Clear Site for TLC Mobilization	2 days	NA	NA	Fri 3/1/24	Mon 3/4/24	NA	NA											
13	TLC - Site Schedule	150 days	NA	NA	Mon 3/4/24	Fri 9/27/24	NA	NA											
14	Remaining Site Demolition	5 days	Mon 3/4/24	Fri 3/8/24	Mon 3/4/24	Fri 3/8/24	NA	NA											
15	Rough Grading	15 days	Mon 3/4/24	Fri 3/22/24	Mon 3/4/24	Fri 3/22/24	NA	NA											
16	Concrete	80 days	Mon 3/18/24	Fri 7/5/24	Mon 3/18/24	Fri 7/5/24	NA	NA											
17	Drainage (Sleeving)	10 days	Mon 4/8/24	Fri 4/19/24	Mon 4/8/24	Fri 4/19/24	NA	NA											
18	Stone	65 days	Mon 4/15/24	Fri 7/12/24	Mon 4/15/24	Fri 7/12/24	NA	NA											
19	Irrigation (Sleeving)	5 days	Mon 4/22/24	Fri 4/26/24	Mon 4/22/24	Fri 4/26/24	NA	NA											
20	Misc. Landscaping 1	5 days	Mon 5/13/24	Fri 5/17/24	Mon 5/13/24	Fri 5/17/24	NA	NA											
21	Drainage (Rough)	10 days	Mon 5/20/24	Fri 5/31/24	Mon 5/20/24	Fri 5/31/24	NA	NA											
22	Irrigation (Rough)	20 days	Mon 5/20/24	Fri 6/14/24	Mon 5/20/24	Fri 6/14/24	NA	NA											
23	Landscape Lighting (Rough Round 1)	20 days	Mon 5/27/24	Fri 6/21/24	Mon 5/27/24	Fri 6/21/24	NA	NA											
24	Gates	15 days	Mon 6/17/24	Fri 7/5/24	Mon 6/17/24	Fri 7/5/24	NA	NA											
25	Misc. Landscaping 2	5 days	Mon 7/1/24	Fri 7/5/24	Mon 7/1/24	Fri 7/5/24	NA	NA											
26	Irrigation Trim (General System Trim)	10 days	Mon 7/1/24	Fri 7/12/24	Mon 7/1/24	Fri 7/12/24	NA	NA											
27	Drainage (Trim)	10 days	Mon 7/8/24	Fri 7/19/24	Mon 7/8/24	Fri 7/19/24	NA	NA											
28	Soils/Bed Preparation	20 days	Mon 7/8/24	Fri 8/2/24	Mon 7/8/24	Fri 8/2/24	NA	NA											
29	Planting	55 days	Mon 7/15/24	Fri 9/27/24	Mon 7/15/24	Fri 9/27/24	NA	NA											
30	Misc. Landscaping 3	5 days	Mon 7/22/24	Fri 7/26/24	Mon 7/22/24	Fri 7/26/24	NA	NA											
31	Gravel (Base)	5 days	Mon 7/29/24	Fri 8/2/24	Mon 7/29/24	Fri 8/2/24	NA	NA											
32	Irrigation (Specialty System Trim)	10 days	Mon 8/5/24	Fri 8/16/24	Mon 8/5/24	Fri 8/16/24	NA	NA											
33	Landscape Lighting (Rough Round 2)	10 days	Mon 8/19/24	Fri 8/30/24	Mon 8/19/24	Fri 8/30/24	NA	NA											
34	Landscape Lighting (Trim Round 1)	5 days	Mon 9/9/24	Fri 9/13/24	Mon 9/9/24	Fri 9/13/24	NA	NA											
35	Irrigation Final Programming	5 days	Mon 9/16/24	Fri 9/20/24	Mon 9/16/24	Fri 9/20/24	NA	NA											
36	Final Bed Preparation	5 days	Mon 9/23/24	Fri 9/27/24	Mon 9/23/24	Fri 9/27/24	NA	NA											
37	Gravel (Finish Layer)	5 days	Mon 9/23/24	Fri 9/27/24	Mon 9/23/24	Fri 9/27/24	NA	NA											
38	Landscape Lighting (Final Programming / Levels)	5 days	Mon 9/23/24	Fri 9/27/24	Mon 9/23/24	Fri 9/27/24	NA	NA											
39	Site Wall Stucco	25 days	Mon 6/3/24	Fri 7/5/24	Mon 6/3/24	Fri 7/5/24	NA	NA											
40	Pool - Plaster and Finish-Out	5 days	NA	NA	Mon 7/8/24	Fri 7/12/24	NA	NA											
52	Pre-Wall Close-In	138 day	Fri 3/3/23	Wed 5/3/23	Wed 3/1/23	Fri 9/8/23	Wed 3/1/23	Fri 9/8/23											
53	MEP Rough-In	33 days	Fri 3/3/23	Thu 4/13/23	Wed 3/1/23	Wed 8/23/23	Wed 3/1/23	Wed 8/23/23											
54	Low Voltage System Rough-In	6 days	Thu 4/6/23	Wed 4/19/23	Tue 8/15/23	Wed 8/23/23	Tue 8/15/23	Wed 8/23/23											
55	Milestone: Finish MEP Inspections	1 day	Wed 4/19/23	Wed 4/19/23	Wed 8/23/23	Wed 8/23/23	Wed 8/23/23	Wed 8/23/23											
56	Install Insulation	6 days	Thu 4/20/23	Wed 5/3/23	Fri 9/1/23	Fri 9/8/23	Fri 9/1/23	Fri 9/8/23											
46	Exterior Envelope	208 days?	Fri 1/20/23	Thu 8/31/23	Mon 5/15/23	Wed 2/28/24	Mon 5/15/23	Wed 2/28/24											
47	Install Windows/Exterior Doors (Marvin)	0 days	Fri 1/20/23	Thu 3/2/23	Mon 5/15/23	Fri 7/7/23	Mon 5/15/23	Fri 7/7/23											
50	Install Exterior Cladding Materials (Stone and Plaster)	38.61 days	Fri 3/3/23	Thu 8/17/23	Mon 6/12/23	Fri 2/2/24	Mon 6/12/23	Fri 2/2/24											
48	Install Windows/Exterior Doors (MIB)	0 days?	NA	NA	Fri 6/16/23	Fri 7/7/23	Fri 6/16/23	Fri 7/7/23											
49	Milestone: Finish Building Dry-In	1 day	Thu 3/2/23	Thu 3/2/23	Fri 7/7/23	Fri 7/7/23	Fri 7/7/23	Fri 7/7/23											
51	Install Roofing	28 days	Fri 7/14/23	Thu 8/31/23	Mon 9/18/23	Wed 2/28/24	Mon 9/18/23	Wed 2/28/24											
57	Interior Finishes	216 days	Wed 5/3/23	Tue 2/13/24	Fri 8/25/23	Fri 6/21/24	Fri 8/25/23	NA											
81	Doors	169 days	NA	NA	Fri 8/25/23	Wed 4/17/24	Fri 8/25/23	NA											
82	1st Floor Doors	15 days	NA	NA	Fri 8/25/23	Wed 4/17/24	Fri 8/25/23	NA											
83	2nd Floor Doors	15 days	NA	NA	Fri 8/25/23	Tue 4/2/24	Fri 8/25/23	NA											
58	Milestone: Start Interior Wall Sheathing	0 days	Wed 5/3/23	Wed 5/3/23	Wed 9/20/23	Wed 9/20/23	Wed 9/20/23	NA											
62	Interior Plaster Walls	169 days	NA	NA	Wed 9/20/23	Mon 5/13/24	Wed 9/20/23	NA											
63	2nd Floor Prep	63 days	NA	NA	Wed 9/20/23	Fri 12/15/23	Wed 9/20/23	Fri 12/15/23											
64	2nd Floor Scratch and Brown	44 days	NA	NA	Thu 12/21/23	Tue 2/20/24	Thu 12/21/23	Tue 2/20/24											
66	1st Floor Prep	28 days	NA	NA	Tue 1/16/24	Fri 2/23/24	Tue 1/16/24	Fri 2/23/24											
65	2nd Floor Finish Coat	15 days	NA	NA	Wed 2/21/24	Tue 3/12/24	Wed 2/21/24	NA											
67	1st Floor Scratch and Brown	26 days	NA	NA	Wed 3/13/24	Wed 4/17/24	NA	NA											
68	1st Floor Finish Coat	16 days	NA	NA	Mon 4/22/24	Mon 5/13/24	NA	NA											
59	Drywall	55 days	Thu 5/4/23	Thu 7/6/23	Mon 12/11/23	Fri 2/23/24	Mon 12/11/23	Fri 2/23/24											
60	Install Drywall - Interior Walls and Ceilings	27 days	Thu 5/4/23	Thu 6/8/23	Mon 12/11/23	Tue 1/16/24	Mon 12/11/23	Tue 1/16/24											
61	Tape, Bed, & Float Walls & Ceilings	20 days	Fri 6/9/23	Thu 7/6/23	Mon 1/29/24	Fri 2/23/24	Mon 1/29/24	Fri 2/23/24											
69	Milestone: Start Floors	1 day	NA	NA	Mon 1/22/24	Mon 1/22/24	Mon 1/22/24	Mon 1/22/24											
70	1st Floor Subfloor Prep (Mud-Bed and Screeds/Plywood)	11 days	NA	NA	Mon 1/22/24	Mon 2/5/24	Mon 1/22/24	NA											
73	Limestone Floor Installation	11 days	NA	NA	Tue 2/6/24	Tue 2/20/24	Tue 2/6/24	NA											
84	Install Stone & Tile	72 days	Wed 8/2/23	Tue 9/19/23	Wed 2/21/24	Thu 5/30/24	NA	NA											
85	Install 2nd Floor Tile	30 days	NA	NA	Wed 2/21/24	Tue 4/2/24	NA	NA											
86	Install 1st Floor Tile	20 days	NA	NA	Wed 4/3/24	Tue 4/30/24	NA	NA											
88	Install 1st Floor Taps	5 days	NA	NA	Wed 5/1/24	Tue 5/7/24	NA	NA											
87	Install 2nd Floor Taps	5 days	NA	NA	Fri 5/24/24	Thu 5/30/24	NA	NA											
74	Milestone: Start Millwork/Cabinetry/Trim	0 days	Wed 7/5/23	Wed 7/5/23	Wed 2/21/24	Wed 2/21/24	NA	NA											
75	Trim (standing/running/panelling/beams)	86 days	NA	NA	Fri 12/8/23	Fri 4/5/24	Fri 12/8/23	NA											
76	1st Floor Trim	85 days	NA	NA	Mon 12/11/23	Fri 4/5/24	Mon 12/11/23	NA											
77	2nd Floor Trim	80 days	NA	NA	Fri 12/8/23	Thu 3/28/24	Fri 12/8/23	NA											
78	Cabinets	67 days	NA	NA	Wed 2/21/24	Thu 5/23/24	NA	NA											
79	Install 1st Floor Cabinets	26 days	Wed 7/5/23	Tue 8/29/23	Wed 2/2														

From: [Matt Cain](#)
To: [Chelsey Gordon](#)
Cc: [Jennifer Deaver](#); [Steve Alexander](#); [Mark Danuser](#); [Aaron Thomas](#)
Subject: RE: 3801 Maplewood
Date: Tuesday, March 12, 2024 5:22:31 PM
Attachments: [image001.png](#)
[Parking Plan Arial Maplewood-Eaton.pdf](#)
[Parking Plan.pdf](#)
[2024_0312 Schedule Update.pdf](#)

Good Afternoon Chelsey and Steve,

I hope this message finds you well. Attached to this email, you will find copies of our updated parking plan along with our revised schedule. As per the current schedule, we anticipate the completion of the house construction by mid-July. However, the site work associated with this project is now projected to extend until the end of September. It's important to note that we have not previously requested an extension for this project.

Our need for an council extension has become apparent only after we were issued the detailed site scope in February. Until then, our project timelines did not necessitate such a request as an administrative extension would have sufficed. The primary factor necessitating an administrative extension stems from the unique construction requirements of this home, specifically its true 3-coat plaster interior walls. This method, while timeless, demands a different sequence of work compared to traditional drywall interiors, contributing to a prolonged timeline.

Our plaster subcontractor has committed all available manpower to expedite this phase; however, the duration of their work has exceeded initial expectations. At this juncture, we find ourselves in need of officially requesting a six-month extension. This additional time is crucial, not only to ensure the completion of the house by mid-July but also to address the fact that the site work cannot feasibly be concluded until the end of September. Extending the timeline to October 18th will also provide ample opportunity for town inspections following the completion of site installations.

The delay in the site work can be attributed to our receipt of the plans in February of this year, significantly later than anticipated. Despite these challenges, we have already contracted the necessary work and have scheduled it to commence accordingly.

We understand the importance of maintaining project timelines and assure you that this request for extension is made in the interest of delivering a project that meets the highest standards of quality and compliance. We appreciate your consideration of our request and are available to discuss any concerns or requirements you may have in further detail.

Thank you for your understanding and continued support.

Best Regards,

Matt Cain | President

Tatum Brown Custom Homes | 3838 Oak Lawn Ave, STE 1520 | Dallas TX 75219
(214) 361-4877 office | (903) 816-1000 cell | (214) 361-4854 fax
matt@tatumbrown.com | www.tatumbrown.com
[Facebook](#) | [Houzz](#)

From: Chelsey Gordon <cgordon@hptx.org>
Sent: Tuesday, March 12, 2024 2:35 PM
To: Matt Cain <matt@tatumbrown.com>
Cc: Jennifer Deaver <jdeaver@hptx.org>; Steve Alexander <salexander@hptx.org>
Subject: RE: 3801 Maplewood

Good afternoon Matt –

We are trying to gather the required information needed to take this extension request forward to next week's council meeting. Can you please provide the following information no later than end of business day tomorrow?

- Updated project schedule
- Months of extension requested
- Letter describing the specific issues or circumstances responsible for the delays
- Will the owners plan to be present?

Please let me know if you have any questions.

Chelsey Gordon | Assistant Director of Development Services | Town of Highland Park

4700 Drexel Drive
Highland Park, Texas 75205
cgordon@hptx.org
Office: 214.559.9347



From: Hugh Pender
Sent: Monday, March 4, 2024 1:50 PM
To: Matt Cain <matt@tatumbrown.com>
Cc: Jennifer Deaver <jdeaver@hptx.org>
Subject: 3801 Maplewood

Matt,

I know we are planning to have you and the property owners at the March 19th Town Council meeting, but I cannot find where I have sent this to you. My apologies if you already have copy. I have the schedule form mid-January, but if its changed please update and provide me a copy no later than Monday March 11, 2024. Please also include the reasons why the project is delayed.

Thank you.

Hugh Pender, CBO
Director of Development Services
Town of Highland Park
4700 Drexel Drive
Highland Park, Texas 75205
214.559.9408



TOWN OF HIGHLAND PARK

Agenda Briefing

Council Meeting: April 2, 2024

Department: Engineering

Presenter: Lori Chapin

TITLE

Review, discuss, and consider approval of a professional services agreement with Kimley-Horn and Associates Inc., to update the Town's Pavement Asset Management Program.

BACKGROUND

Maintaining, preserving, and improving the Town's roads and alleys is an ongoing and important task as the Town's infrastructure continues to age. While proper maintenance can extend its life, older portions of the road system require rehabilitation or reconstruction. Asset Management programs help facilitate decisions about where and when to invest the allocated capital funds to maintain the street system.

As part of FY 2018-2019 Capital Improvement Plan ("CIP"), Town Council approved a contract with Kimley-Horn and Associates, Inc. to provide engineering services to develop a Pavement Asset Management Program ("PAMP"). The PAMP included the identification of the existing pavement network and condition of each roadway, and recommend the types of improvements, and anticipated cost. For the past five years, staff have been able to utilize this information for capital improvement, annual resurfacing, and preservation seal projects.

For staff to effectively prioritize projects, it is essential that the roadway Pavement Condition Index ("PCI") be updated. This will be the first update since the Town started the PAMP in FY 2019. The intent of this update is to compare current roadway conditions to previous conditions from the FY 2019 study. Updated information will help staff determine the rate at which some of the roadways may be deteriorating. As an example, with the start of the preservation seal program in FY 2018, staff will be able to analyze the roadways that have been sealed to determine if degradation of the roadways has decelerated.

The PAMP will include a network-level evaluation of pavement conditions comprising an update of the pavement inventory to reflect any new pavement maintenance and repair since the last update, a PCI assessment of approximately 45 centerline miles of roadway pavement using visual methods, analysis of various budget scenarios, and a project report. The PCI assessment will be conducted in accordance with ASTM D6433 standards using trained engineers. The total cost of the update is \$89,500.

RECOMMENDATION

Staff recommends approval of the agreement with Kimley-Horn Associates, Inc. The agreement has been reviewed by the Town Attorney.

FINANCIAL IMPACT

Funding will be derived from the Capital Improvement Plan, which includes \$75,000 for the PAMP update.

The difference between the budgeted and actual amounts (\$14,500) will be absorbed within the CIP.

ATTACHMENTS:

File Name

Highland_Park_PAMP_Proposal_2024-04-02_FINAL.pdf

Description

Pavement Asset Management Program Contract



April 2, 2024

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

**RE: *Professional Services Agreement
Pavement and Asset Management Program Update***

Dear Ms. Chapin:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement ("Agreement") to the Town of Highland Park ("Town") to update the Town's Pavement and Asset Management Program (PAMP), which was last updated by Kimley-Horn in 2019. The PAMP update will include a network-level evaluation of pavement conditions comprising an update of the pavement inventory to reflect any new pavement maintenance and repair since the last update, a Pavement Condition Index (PCI) assessment of approximately 45 centerline miles of roadway pavement using visual methods, analysis of various budget scenarios, and a project report. The PCI assessment will be conducted in accordance with ASTM D6433 standards using trained engineers.

The work performed by the Consultant will be limited to the scope elements described in this Agreement and will not include Non-Destructive Testing (NDT), geotechnical investigations, or structural analysis.

Our understanding of the project, scope of services, fee, and schedule are provided below.

PROJECT UNDERSTANDING

It is the goal of the project to assess the functional condition of primary and secondary streets within the Town. Specific objectives of this update will include the following:

- Updating maintenance and repair history for work completed on Town streets since the last PAMP.
- Assessing functional conditions for primary and secondary streets within the Town's street network. Inspected samples will be approximately 20% of the total roadway pavement area.
- Developing performance models for functional condition prediction using historical data and 2024 inspection data.
- Determining projected network, branch, and section PCI values over the next five years.
- Customizing the DRIVE database including review and update of rehabilitation options and costs to support the development of a multi-year project plan based on the Town's annual budget.
- Reviewing and updating Maintenance and Rehabilitation (M&R) policies and decision trees, as needed.
- Conducting budget analyses including zero budget, unlimited budget, and constrained budgets with an emphasis on preventive maintenance projects.
- Prioritizing M&R projects for the roadway network based on the Town's projected budgets over the next five years.
- Developing a summary report capturing results of the assessment and recommendations.

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

Task 1: Record Research and Network Definition

Kimley-Horn will update the Town's existing PAVER database to reflect any new maintenance and rehabilitation (M&R) projects since 2019. The update will be based on a list of recent roadway work activities provided by the Town in spreadsheet and/or graphical form. The list provided by the Town will summarize project limits, rehabilitation type, and date.

Task 1 Deliverable:

- Updated network definition map (PDF and shapefile/map package)

Task 2: Pavement Condition Assessment

Kimley-Horn will conduct a pavement condition assessment to characterize pavement distresses exhibited on the pavement surface. The PCI procedure provides a visual indication of existing pavement conditions and failure mechanisms. The results of the condition assessment will be used in developing the PCI values. Condition assessments will be conducted using the PCI procedures described in the ASTM D6433 standard method of practice. Field personnel will be equipped with tablet PCs for data entry and digital cameras to document pavement distresses and overall conditions.

The specific objectives of the condition survey are to:

- Determine roadway functional conditions.
- Provide a common index for comparing functional conditions using PCI values.
- Generate quantities for distress repair that can be incorporated into maintenance budget estimates.

Selected sample units within the Town's 45 centerline mile network will be visually inspected. Distress type, severity, and quantity will be recorded for selected sample units. Inspection of selected pavement areas will be conducted at a minimum sampling rate of 20% for each pavement section. For asphalt-surfaced roads (including asphalt over Portland cement concrete) a sample unit is defined as an area of 2,500 SF +/- 1,000 SF. For concrete pavements, a sample unit is defined as 20 slabs +/- 8 slabs.

Task 2 Deliverables:

- PCI assessment results in tabular and graphical formats (Excel, PDF)
- Photo log accessible through Google Earth (KML)
- One (1) in-person meeting to discuss assessment results

Task 3: Budget Analysis

Kimley-Horn will populate the DRIVE database using the data gathered during the field assessment. PCI results will be used to evaluate pavement performance and update performance models to predict future

conditions over the next five years. Analysis of functional conditions will be based on pavement age data and PCI values and grouped according to pavement type and functional classification or ranking.

Upon confirmation of the pavement condition data collected in Task 2, Kimley-Horn will integrate parameters related to treatment types, local cost data, maintenance trigger values, and budget constraints to conduct various budget scenarios. Kimley-Horn will coordinate and facilitate a meeting with the Town to discuss and finalize the treatment library and typical budget expectations for use in budget analyses. Selection of Town-specific treatment types, costs, and related information will help customize the analysis to Town needs. Treatments will be associated to ranges of applicable PCI scores. The Town will be responsible for providing current unit prices for maintenance and rehabilitation activities as well as anticipated Town budgets.

Up to five budget scenarios will be performed to compare potential network health under various forecasted situations. In addition to three budget-driven or performance-driven scenarios, the “Do Nothing” and “Unlimited Funding” scenarios will be included. Results from the analysis will be presented to the Town in a project status meeting and memorandum document.

Task 3 Deliverable(s):

- Updated DRIVE analysis (accessible online)
- One (1) year extension of DRIVE license (\$1,000/yr, included)
- One (1) virtual meeting to discuss budget analysis

Task 4: Pavement Management Report

Kimley-Horn will develop a pavement management report that summarizes network conditions, budget analyses, and the multi-year project plan. The report will incorporate results from previous tasks and provide recommendations for implementation. Specific elements of the report are expected to include network definition and assessment methodology; PCI assessment results; M&R policies and costs; and budget analyses. Kimley-Horn will address up to two rounds of non-conflicting comments during report production.

Task 4 Deliverable(s):

- Electronic draft and final versions of the Pavement Management Report (PDF)
- GIS files containing geospatial data developed during the project (shapefile/map package)

Task 5: Project Management

Administrative portions of the PMP will consist of preparing the project work plan, preparing a project schedule, and updating it along with the project, and the time necessary to keep internal project systems updated. Kimley-Horn will submit monthly progress reports and invoices. Progress reports and invoicing formats will conform to Town requirements.

Kimley-Horn will attend the following meetings:

- PCI review meeting (in-person)
- Budget analysis meeting (virtual)

Kimley-Horn will perform quality reviews at each stage of the project using trained and qualified personnel.

Assumptions

Kimley-Horn assumes the Town will provide the following information:

- Existing documentation such as-built drawings for recent reconstruction, rehabilitation, and maintenance projects since the 2019 PMP update prior to the start of field activities. This information should include project limits, rehabilitation type, and construction date at a minimum and should be summarized in spreadsheet format.
- If available, provide any information and files associated with the Town's current Geographical Information System (GIS).
- Provide current unit prices for maintenance and rehabilitation activities as well as anticipated Town budgets.
- Provide submittal review comments.
- Perform additional responsibilities as detailed in contract terms and conditions.

SCHEDULE

We will complete these tasks as expediently as practical based upon a mutually agreed upon schedule. Assuming Notice to Proceed (NTP) no later than April 5, 2024, we anticipate the following milestones over a six-month period of performance:

- April 30, 2024: Record review and inventory updates completed
- May 31, 2024: Pavement assessments completed
- June 30, 2024: PCI values finalized and delivered
- July 31, 2024: Budget scenarios delivered
- August 31, 2024: Draft pavement management report delivered
- September 30, 2024: Final pavement management report delivered

FEE AND BILLING

Kimley-Horn will perform the services described in Tasks 1 through 5 in the Scope of Services for a lump sum fee of \$89,500. Shown below is a breakdown of our proposed fee billings by tasks:

<u>Task Description</u>	<u>Fee</u>
Task 1 - Record Research and Network Definition	\$ 7,000
Task 2 - Pavement Condition Assessment	\$ 54,000
Task 3 - Budget Analysis	\$ 8,000
Task 4 - Pavement Management Report	\$ 14,000
Task 5 - Project Management and Administration	\$ 6,500
TOTAL	\$ 89,500

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

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

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

Situations may arise during the performance of this Agreement that affect availability of resources and staff of Kimley-Horn, the client, other consultants, and public agencies. There could be changes in anticipated delivery times, jurisdictional approvals, and project costs. Kimley-Horn will exercise reasonable efforts to overcome the challenges presented by current circumstances, but Kimley-Horn will not be liable to Client for any delays, expenses, losses, or damages of any kind outside of its complete control.

CLOSURE

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

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

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

Sincerely,

Kimley-Horn and Associates, Inc.



Tim Miller, P.E.
Project Manager



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

**Town of Highland Park
A Municipality**

(Signature)

(Date)

(Print or Type Name and Title)

(Email Address)

_____, Witness

(Print or Type Name)

Official Seal:

Attachments: Standard Rate Schedule
Standard Provisions

Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

Analyst	\$160 - \$245
Professional	\$230 - \$295
Senior Professional I	\$255 - \$350
Senior Professional II	\$335 - \$370
Senior Technical Support	\$155 - \$280
Support Staff	\$110 - \$145
Technical Support	\$125 - \$150

Effective through June 30, 2024

Subject to periodic adjustment thereafter.

KIMLEY-HORN AND ASSOCIATES, INC.

STANDARD PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

(9) [SECTION DELETED]

(10) [SECTION DELETED]

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

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

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

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

(15) **Construction Phase Services.**

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

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

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

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

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

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

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



TOWN OF HIGHLAND PARK

Agenda Briefing

Council Meeting: April 2, 2024

Department: Engineering

Presenter: Lori Chapin

TITLE

Review, discuss, and consider approval of a contract for the FY 2024 Street Resurfacing project.

BACKGROUND

As part of the annual street resurfacing program, streets are selected, reviewed, and prioritized by staff, based on specific pavement evaluation criteria and its rating per the Pavement Asset Management Plan. Pavement Condition Index ("PCI") values provide an indication of the types of problems present on the road surface and offer guidance on the type of work needed to fix the problem. A PCI value of '100' denotes a road in excellent condition while '0' represents a completely failed road. The following represent the streets identified for FY 2024 resurfacing (see attached location map):

Block(s)	Limits	PCI Score by Block
4200	Fairfax Avenue (Douglas Avenue to Preston Road)	65
5500-5800	High School Avenue (Mockingbird Lane to North Town Limits)	53-57-57
4400-4500	Southern Avenue (Roland Avenue to Armstrong Parkway)	66-66
3500-3700	Lexington Avenue (St. Johns Drive to Abbott Avenue)	59-68-65
3900-4000	Lexington Avenue (Lakeside Drive to Drexel Drive)	54-60
4300	Prescott Avenue (Oak lawn Avenue to Lakeside Drive)	6

While Prescott Avenue has a score that would indicate a full reconstruction, the roadway is scheduled to be replaced concurrent to the Preston/Armstrong/Lakeside/Oaklawn reconstruction project for FY 2028. Due to the pavement surface degradation, staff is recommending a mill and overlay to restore the pavement surface in the interim. The cost for this block is \$25,083.91. The ongoing maintenance cost is increasing and if we were to maintain the current maintenance over the next four years, it would cost the Town approximately \$42,000. Performing the mill and overlay now saves approximately \$17,000 and allows for Town staff to work in other areas of the Town.

The Town has a Cooperative Purchasing Agreement with Tarrant County for street construction. Under this agreement, staff procured a proposal from Dustrol, Inc. (see attached) to mill the existing asphalt surface of the selected streets. In addition, the Town has a Master Interlocal/Cooperative Purchasing Agreement with Dallas County. This agreement allows staff to contract with TexasBit (see attached) to overlay the selected streets with asphalt. Both Dustrol, Inc. and TexasBit have previously performed similar work in the Town, and staff are comfortable with their experience and level of performance.

RECOMMENDATION

Staff recommend approval of a contract with Dustrol, Inc. in the amount of \$73,994.22 for milling asphalt surfaces, and with TexasBit in the amount of \$257,133.44 for the asphalt overlay for a total resurfacing amount of \$331,127.66.

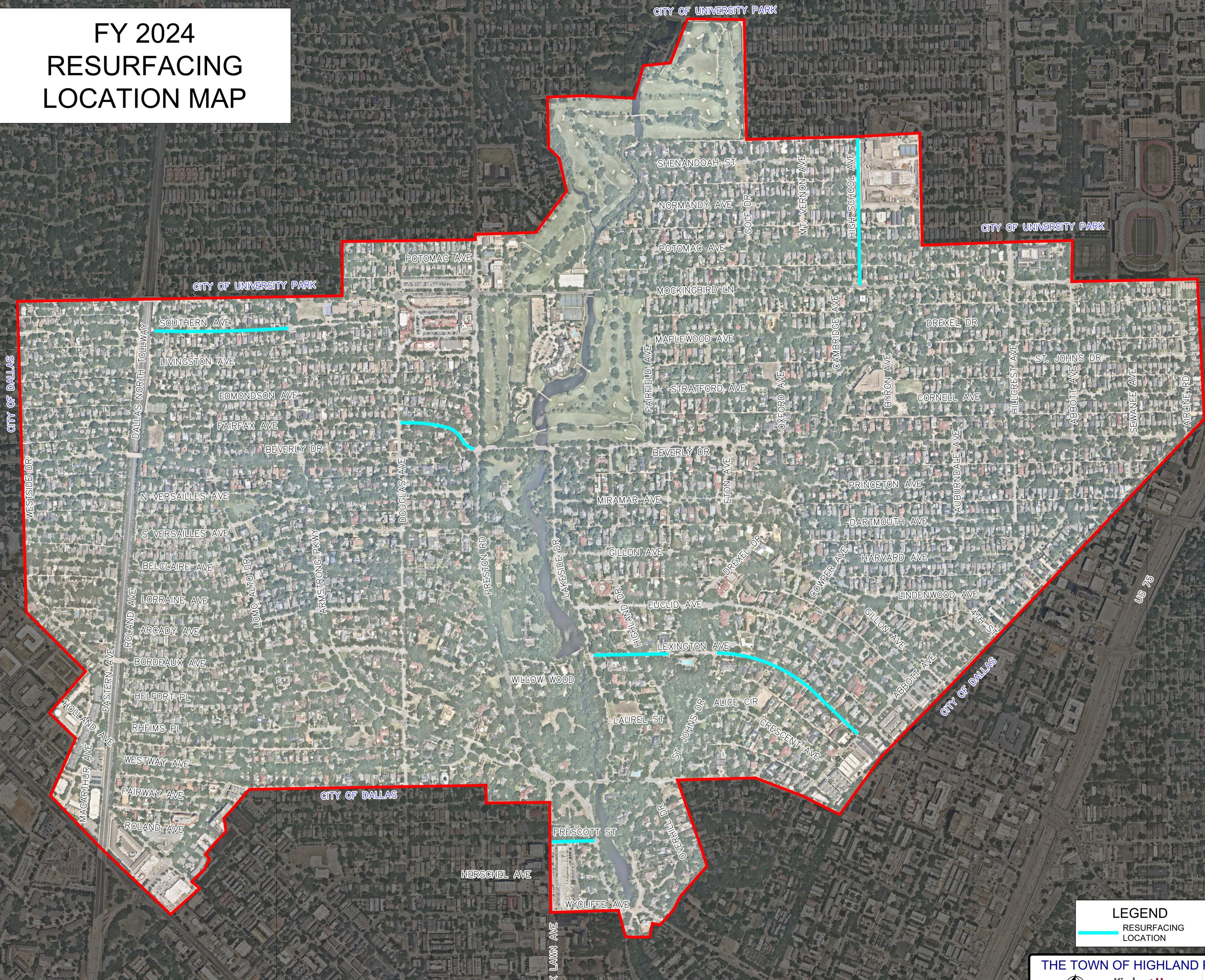
FINANCIAL IMPACT

The pricing received from Dustrol, Inc. and TexasBit is based on large quantities bid with Tarrant and Dallas counties. The purchasing agreements allow the Town to utilize the discounted pricing. Staff has confirmed that the pricing we receive through these agreements continues to be less than what has been provided through individual project bidding. Funding will be derived from the Capital Improvement Plan.

ATTACHMENTS:

File Name	Description
2024_Resurfacing_Location_Map_Reduced.jpg	Resurfacing Location Map
Highland_Park_2024_-_Proposal_and_Calculator.pdf	TexasBit Contract
24-03-HIGHLANDPARK_Dustrol.pdf	Dustrol Contract

FY 2024 RESURFACING LOCATION MAP



LEGEND
RESURFACING
LOCATION



A CRH COMPANY

Texas Materials Group, Inc.
420 Decker Drive, Suite 200
Irving, TX 75062
Phone: (214) 741-3531

PROPOSAL AND CONTRACT
(Dallas County Interlocal Agreement)

To: Town of Highland Park

Effective Date: February 7, 2024

Texas Materials Group, Inc., offers to furnish all material, labor and equipment required for the performance of the following described work subject to the terms and conditions of the Dallas County Interlocal IFB-2022-046-6961 .

Description of Work and Price: Place hot mix asphalt paving @ approximately 230 lbs/SY

<u>Location</u>	<u>Limits</u>	<u>Description</u>	<u>Units</u>	<u>Unit Price</u>	<u>Approx. Total</u>
Various	See Attached Sheet	Mobilization	1	\$2,000.00	\$2,000.00
Various	See Attached Sheet	TY-D Asphalt	2,940	\$125.83	\$369,940.20
Various	See Attached Sheet	Traffic Control	7	\$1,500.00	\$10,500.00
					<hr/>
					\$382,440.20

*"See Attached Sheet"

Unless the words "Lump Sum" appear next to an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the state unit prices for actual quantities of work performed by TexasBit.

This estimate expires thirty (30) days from the above date.

TEXASBIT, INC.

ACCEPTED: Town of Highland Park

W. L. Warner

Account Manager

214-926-9072

William.Warner@Texasbit.com

Date _____

2801 Hwy 114
Fort Worth, TX 76177

P.O. Box 1728
Roanoke, Texas 76262



24-03-HIGHLANDPARK

(817) 430-3958 Metro
(817) 491-2354 Main Fax

PROPOSAL

To:

Bid

Date: March 1, 2024

City Streets 2024
Highland Park, Texas

Re: County: DALLAS

Quantities and Prices:

<u>Item #</u>	<u>Description</u>	<u>Approx Quantity</u>		<u>Extension</u>
1:	MILL ASPH PAVEMENT (2")	17873.00 SY	@ \$4.14 per SY =	<u>\$73,994.22</u>
TOTAL:				<u>\$73,994.22</u>

BELOW INCLUDES SERVICES PROVIDED:

Milling	Trucking & Disposal	Sweeping & Cleaning
Water Transport		Traffic Control
(Excludes Water)	Detail & Handwork	

The quoted price includes up to 1 move-in(s); each additional move-in cost will be \$2,500.00

IMPORTANT NOTES:

- Milled material becomes the property of Dustrol, Inc.
 - Dustrol, Inc. has registered and is in participation with the Homeland Security's E-Verify system.
 - This quote to become the prevailing part of the subcontract.
 - All milling areas must be accessible to and capable of being milled by a 7' milling drum.
 - All base repair areas must be a minimum of 7' wide.
 - The quoted milling price does not include saw cutting.
 - The general contractor agrees to provide a project water source and the water for the milling operation.
 - Dustrol, Inc. assumes no liability for the gradation of the milled material.
 - Please notify Dustrol, Inc. with a letter of intent within 30 days of bid date if our quoted price is used.
- If Dustrol, Inc. is not notified within 30 days, Dustrol, Inc. is not obligated to honor the above prices.
- Upon completion of the designated section of the work, Dustrol, Inc. shall be relieved of all liability for the work, and protection of the work shall be assumed by others. Insurance and indemnification provided by Dustrol, Inc. shall be limited to this condition.

If you have any questions or require additional information, please contact, Tyler Seymour or Jr Benitez.

Sincerely,

Armando Benitez
North Texas Area Manager

Company: _____

Accepted By: _____

Signature: _____

Title: _____

Date: _____



TOWN OF HIGHLAND PARK

Agenda Briefing

Council Meeting: April 2, 2024

Department: Engineering

Presenter: Lori Chapin, P.E.

TITLE

Review, discuss, and consider approval authorizing an annual amount of up to \$300,000 with the Pavement Doctor Corp., LLC for the preservation seal program.

BACKGROUND

As part of the ongoing work in extending the life of asphalt streets, Town staff researched various methods to preserve and extend the life of the asphalt pavement. The sooner a treatment method is applied to the pavement, the longer it will delay a need for the more expensive resurfacing. Applying a sealcoat to the surface of the asphalt within three to five years of the overlay will reduce the degradation, including oxidation, cracking, fuel and water penetration, and brittleness of the asphalt.

Staff began the use of preservation seal on the Town's roadways in 2018. To date, preservation seal has been utilized for 120 blocks, applying to newly resurfaced roadways and roadways with a PCI score near 80 and above. For the most effective outcome, a sealcoat is applied to a newly resurfaced roadway three years after it has been placed and then every five years. This helps to maintain the protective barrier on the asphalt, which in turn slows down the degradation, oxidation, and brittleness.

The Town's current contract with Pavement Doctor Corp., LLC, was initiated on May 17, 2022. The contract was based on a unit price of \$0.23 per square foot and an estimated quantity of 500,000 square feet, or approximately \$115,000 annually. The unit price contract may be automatically renewed for a total contract time of five fiscal years and expires at the end of FY 2026.

This year's seal list is much larger than previous years with 85 blocks scheduled to receive a sealcoat. On average, preservation seal has been applied to approximately 24 blocks per year. Due to the amount of roadways that have been renewed either through resurfacing or new construction, this year's estimated quantity for preservation seal is 1,200,000 square feet, or approximately \$277,370.11. This year's seal includes approximately 260,000 square feet for Preston Road from Armstrong Avenue to the north Town limit line and Mockingbird Lane from Hillcrest Avenue to Airline Road. Refer to the attached list for all locations scheduled for FY 2024.

RECOMMENDATION

Previous Town Council approval established an annual amount of \$115,000, based on the unit price bid of \$0.23/square foot. Staff recommend approval authorizing an increase in the annual amount of up to \$300,000, based on a unit price of \$0.23/square foot with the Pavement Doctor Corp., LLC for the pavement preservation seal program.

FINANCIAL IMPACT

Funding will be derived from the Capital Improvement Plan.

ATTACHMENTS:

File Name

FY_2024_Seal_Locations.pdf

Description

FY 2024 Preservation Seal Locations

FY 2024 PRESERVATION SEAL LOCATIONS

BLOCK	STREET
3100	Drexel Drive
3200	Drexel Drive
3300	Drexel Drive
3400	Drexel Drive
4500	Drexel Drive
4600	Drexel Drive
4700	Drexel Drive
3100	Princeton Avenue
3200	Princeton Avenue
3500	Princeton Avenue
3600/3700	Princeton Avenue
5300	Cambridge Avenue
3600	Stratford Avenue
3700	Stratford Avenue
3800	Stratford Avenue
3300	Cornell Avenue
3400	Cornell Avenue
3500	Cornell Avenue
3600	Cornell Avenue
5000	St. Johns Drive
5100	St. Johns Drive
4400	Byron Avenue
4500	Byron Avenue
4600	Byron Avenue
4700	Byron Avenue
4800	Byron Avenue
4800	Byron Avenue
4900	Byron Avenue
5000	Byron Avenue
5100	Byron Avenue
5200	Byron Avenue
5300	Byron Avenue
3500	Crescent Avenue
3600	Crescent Avenue
3800	Lexington Avenue
5500	Fairfield Avenue
5600	Fairfield Avenue
5700	Fairfield Avenue
5500	Mt. Vernon Avenue
5600	Mt. Vernon Avenue
5700	Mt. Vernon Avenue
5800	Mt. Vernon Avenue

FY 2024 PRESERVATION SEAL LOCATIONS

BLOCK	STREET
4200	Livingston Avenue
4400	Preston Road
4600	Preston Road
4700	Preston Road
4800	Preston Road
4800	Preston Road
4900	Preston Road
5000	Preston Road
5100	Preston Road
5200	Preston Road
5300	Preston Road
5500	Preston Road
5000	Sewanee Avenue
5100	Sewanee Avenue
5200	Sewanee Avenue
5300	Sewanee Avenue
5400	Sewanee Avenue
3100	St. Johns Drive
3200	St. Johns Drive
3300	St. Johns Drive
3400	St. Johns Drive
4200	Westway Avenue
4300	Westway Avenue
3200	Dartmouth Avenue
3500	Dartmouth Avenue
3600	Dartmouth Avenue
3700	Dartmouth Avenue
3400	Armstrong Avenue
3500	Armstrong Avenue
3600	Armstrong Avenue
3700	Armstrong Avenue
3800	Armstrong Avenue
4000	Armstrong Avenue
5000A	Airline Road
5000B	Airline Road
5000C	Airline Road
5000D	Airline Road
3100	Mockingbird Lane
3200	Mockingbird Lane
3300	Mockingbird Lane
4300	Overhill Drive
5100	Roland Avenue



TOWN OF HIGHLAND PARK

Agenda Briefing

Council Meeting: April 2, 2024

Department: Development Services

Presenter: Chelsey Gordon

TITLE

Review and discuss final design and construction timeline of Prather Park Pickleball Courts.

BACKGROUND

This item is provided as an opportunity to update the Town Council on the Prather Park Pickleball Court Project.

In February 2023, the Town engaged Kimley-Horn Associates, Inc. to provide design and bid package preparation for Phase I of the Hackberry Creek Corridor Improvements which included redesigning Tennis Court #1.

At its Study Session on August 15, 2023, Town Council directed staff to proceed with the design of four pickleball courts where Tennis Court #1 is currently located. While slightly larger than what is needed for a regulation court, this allows flexibility to revert the court back to tennis should pickleball lose popularity. With the new footprint, additional retaining walls were needed to preserve the integrity of the rock slope and landscape in and around the court. In addition, the final design provides a flagstone path to an additional seat wall area along the west side of the court. This pathway will be constructed along the northern edge of the court to direct players who are waiting for a court.

Because the court is in close proximity to Hackberry Creek, this design includes wall and sidewalk improvements along and near the eastern edge of the court that were originally identified within the Hackberry Phase 2 Project. This will prevent any future removals or disturbances to the court and adjacent sidewalk.

The final design includes four individual pickleball courts, a ledgestone wall, ledgestone style bench seating, a flagstone path on the north side of the court, sidewalk improvements, a park bench and bench pad, improved creek wall, and landscaping.

Due to the site complexities and proximity to the swimming pool, staff recommends the following project schedule:

- Thursday 5/30 – Project Advertise
- Thursday 6/6 - Pre-Bid meeting (after Memorial Day)
- Thursday 6/20 – Close out Q&A
- Tuesday 6/25 – Issue Final Addenda
- Thursday 6/27 – Bid Opening (before 4th of July)
- Tuesday 7/16, Award Bid
- August (early) - Start Construction

- April - End Construction

The project was slated for completion in late summer/early fall 2024 but due to the addition of the retaining walls and creek walls, 100% design was completed later than anticipated. The above schedule will avoid beginning construction at the height of pool season while still allowing for construction to be finished in the Spring of 2025.

RECOMMENDATION

No action required. Discussion only.

FINANCIAL IMPACT

The Engineer's Opinion of Probable Construction Costs for the Pickleball Court is \$1,015,000 including inflation and construction contingencies. The Creek Wall improvements are estimated at \$275,000 including contingencies. The FY 2024 Adopted Budget includes \$650,000 for Tennis Court Improvements. Additional funding for the project is available from cost savings in the Lakeside Park Project as well as from the Exall Dredging project which will be done at a later date.

ATTACHMENTS:

File Name	Description
2024-03-21_Exhibit_Prather_Pickleball_Court.pdf	Prather Park Pickleball Courts Exhibit



PRATHER PARK PICKLEBALL COURT

TOWN OF HIGHLAND PARK, TX

THIS GRAPHIC IS CONCEPTUAL. THE INFORMATION SHOWN IS BASED ON THE BEST INFORMATION AVAILABLE AND IS SUBJECT TO CHANGE WITHOUT NOTICE.

Kimley»Horn
MARCH 2024



TOWN OF HIGHLAND PARK

Agenda Briefing

Council Meeting: April 2, 2024

Department: Department of Public Safety

Presenter: Wayne Kilmer

TITLE

Review and discuss a petition from residents requesting "Resident-only Parking" on the 3500 block of Euclid Avenue.

BACKGROUND

Residents of the 3500 block of Euclid Avenue have requested that the Town Council designate the 3500 block of Euclid Avenue as "Resident-only parking."

Residents have become increasingly concerned as the parking challenges have worsened recently due to construction in the area. This construction activity, as well as other parking restrictions in the area, have caused residents to experience increased traffic and parking challenges as workers and patrons use their street for parking.

Residents of the 3500 block of Euclid Avenue have petitioned the Town Council to establish a Resident-only Parking Program under Sec. 12.07.183, Ordinance 1976, of the Town of Highland Park.

Sec. 12.07.182 of the Code of Ordinances includes the process for modifying a Resident-only parking area; and the Town is in receipt of the Petition to designate the 3500 block of Euclid Avenue as "Resident-only Parking."

RECOMMENDATION

This request is provided for the Town Council at the direction of staff.

FINANCIAL IMPACT

Installation of 4 parking restriction signs will cost approximately \$800.00.

ATTACHMENTS:

File Name	Description
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No Attachments Available



TOWN OF HIGHLAND PARK

Agenda Briefing

Council Meeting: April 2, 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: April 2, 2024

Department: Administration

Presenter: Tobin E. Maples, AICP

TITLE

Review and discuss the management plan for the Westside Court apartment complex located at 5000 Holland Avenue, Highland Park, Texas.

BACKGROUND

The Town Council will hear a report given by Seth Bame, President of Indio Partners, LP. On January 17, 2024, the Town entered into an agreement with Indio Partners to provide operation, direction, management, and supervision services to the complex generally known as Westside Court.

RECOMMENDATION

No formal action is required.

FINANCIAL IMPACT

None

ATTACHMENTS:

File Name	Description
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No Attachments Available