



**City of Willow Park  
City Council  
Regular Meeting Agenda  
Municipal Complex  
516 Ranch House Rd, Willow Park, TX 76087  
Tuesday, July 28, 2020 at 7:00 p.m.**

**Call to Order**

**Invocation & Pledge of Allegiance**

**Public Comments (Limited to five minutes per person)**

Residents may address the Council regarding an item that is not listed on the agenda. Residents must complete a speaker form and turn it in to the Secretary five (5) minutes before the start of the meeting. The Rules of Procedure states that comments are to be limited to five (5) minutes. The Texas Open Meetings Act provides the following:

- (a) If, at a meeting of a governmental body, a member of the public or of the governmental body inquires about a subject for which notice has not been given as required by this subchapter, the notice provisions of this subchapter do not apply to:
  - (1) A statement of specific factual information given in response to the inquiry; or
  - (2) A recitation of existing policy in response to the inquiry.
- (b) Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

**Consideration of Minutes**

- A. Approve City Council Regular Meeting Minutes – July 21, 2020 regular meeting minutes

**Regular Agenda Items**

1. Discussion/ Action: To consider and act on Jacob & Martin's recommendation to build a wastewater treatment facility.
2. Discussion/Action: To consider and act on professional services agreements with Jacob & Martin for engineering services, Hilltop Securities for financial services, and Norton, Rose, Fulbright for bond counsel services, all related to the

wastewater treatment facility and/or obtaining financial assistance from the Texas Water Development Board.

3. Discussion only: Cross Timbers Park discussion/update
4. Discussion only: Retail Coach Update
5. Discussion only: Storm water fee study update
6. Discussion only: Website update
7. Discussion/ Action: To consider and act on items to be considered for future council meetings.
8. Discussion/ Action: To consider and act on setting the date and time for the next council meeting.

### **Executive Session**

The City Council may convene into a closed executive session pursuant to the provisions of the Texas Open Meetings Act, Texas Government Code Chapter 551, in accordance with the authority contained in the following sections:

The City Council reserves the right to retire into closed, executive session on any of the regular agenda items listed above should the need arise and if authorized by Chapter 551, of the Texas Government Code, including but not limited to: Government Code Sections 551.071-Consultation with Attorney; 551.072-Deliberations about Real Property; 551.074-Personnel Matters; 551.087-Economic Development.

Following Executive Session, the City Council will reconvene into Regular Session and may take any action deemed necessary because of the Executive Session.

### **Regular Agenda Items**

9. Discussion/ Action: To consider and act on items as a result of the Executive Session.

### **Informational**

- A. Mayor & Council Member Comments
- B. City Manager's Comments

### **Adjournment**

I certify that the above notice of this meeting posted on the bulletin board at the municipal complex of the City of Willow Park, Texas on or before July 24, 2020, at 5:00 p.m.

---

Alicia Smith TRMC, CMC  
City Secretary

If you plan to attend this public meeting and you have a disability that requires special arrangements at this meeting, please contact City Secretary's Office at (817) 441-7108 ext. 6 or email at [asmith@willowpark.org](mailto:asmith@willowpark.org), at least two (2) working days prior to the meeting so that appropriate arrangements can be made.



City of Willow Park  
City Council  
Special Called Meeting Minutes  
Municipal Complex  
516 Ranch House Rd, Willow Park, TX 76087  
Tuesday, July 21, 2020 at 7:00 p.m.

**Call to Order**

Mayor Doyle Moss called the meeting to order at 7:00 pm

Present:

Councilmember Eric Contreras

Councilmember Amy Fennell

Councilmember Lea Young

Councilmember Nathan Crummel

Councilmember Greg Runnebaum

Staff present:

City Manager Bryan Grimes

City Secretary Alicia Smith

**Invocation & Pledge of Allegiance**

Mayor Moss led a moment of silence and the pledge of allegiance.

**Public Comments**

None

**Consideration of Minutes**

A. Approve City Council Regular Meeting Minutes – June 9, 2020 regular meeting minutes

Motion made by Councilmember Young

To approve the minutes from the June 9, 2020, meeting

Seconded by Councilmember Contreras

Aye votes: Councilmembers Contreras, Fennell, Young and Crummel

Abstain: Councilmember Runnebaum

Motion passes with a vote of 4-0- 1

### **Regular Agenda Items**

1. Consider and Act on a Site Plan for a restaurant on Lot 2, Block 2, The Village at Willow Park, City of Willow Park, Parker County, Texas located on the southwest corner of Willow Bend Drive and Willow Crossing Drive.

Motion made by Councilmember Runnebaum

To accept a Site Plan for a restaurant on Lot 2, Block 2, The Village at Willow Park, City of Willow Park, Parker County, Texas located on the southwest corner of Willow Bend Drive and Willow Crossing Drive.

Seconded by Councilmember Fennell

Aye votes: Councilmembers Contreras, Fennell, Runnebaum, Young and Crummel

Motion passes 5-0.

2. Consider and Act on a Site Plan for an addition to the Eye Clinic -Medical Office on 1.601 acres, Lot 1, Block 9 and 73; El Chico Addition, City of Willow Park, Parker County, Texas, located at 101 Chuckwagon Trail.

Motion made by Councilmember Runnebaum

To accept a Site Plan for an addition to the Eye Clinic -Medical Office on 1.601 acres, Lot 1, Block 9 and 73; El Chico Addition, City of Willow Park, Parker County, Texas, located at 101 Chuckwagon Trail.

Seconded by Councilmember Contreras

Aye votes: Councilmembers Contreras, Fennell, Runnebaum, Young and Crummel

Motion passes 5-0.

3. Discussion/ Action: The City Council may consider, discuss, and/or approve a consulting services agreement with the Tommy Morris Agency to solicit sealed proposals for the City's group health, dental, vision and life insurance.

Motion made by Councilmember Young

To approve a consulting services agreement with the Tommy Morris Agency to solicit sealed proposals for the City's group health, dental, vision and life insurance.

Seconded by Councilmember Runnebaum

Aye votes: Councilmembers Contreras, Fennell, Runnebaum, Young and Crummel

Motion passes 5-0.

4. Discussion Only: Fort Worth Water Project Update.

City Manager Bryan Grimes gave an update on the progress on the Fort Worth water project.

5. Discussion Only: To consider and act on a budget calendar.

City Manager Bryan Grimes discussed with council the timeline for the 2020-2021 tax rate and budget.

6. Discussion Only: Review of the TWDB permit application process and timing for the wastewater project.

Derek Turner, city engineer, spoke explaining the application process for obtaining Texas Water Development Board funding. He also explained the timing of the process.

7. Discussion Only: Wastewater treatment options.

The following people emailed in comments and asked that they be read into the minutes.

The comments are attached:

David McClendon  
Fred McCulley  
Carolyn Thompson  
Dustin DeMoss  
Kay Collier  
Kathy Kenney  
Barbara Bailey  
Kristin Campbell

The following people spoke :

Dave Henson 801 Sam Bass Ct, Willow Park  
David Sweeney 421 Quail Ridge , Aledo  
Christian Ellis 415 Quail Ridge, Aledo  
Marcy Galle 500 Squaw Creek, Willow Park  
Klayton Hartley 705 Quail Ridge, Aledo  
Vaughn Morris Quail Ridge, Aledo

Derek Turner, city engineer gave a presentation on why a new wastewater treatment plant is needed, possible location and options.

8. Discussion/ Action: To consider and act on items to be considered for future council meetings.

Items to be placed on future agendas:

City Hall update  
Contracts for Jacob & Martin, Norton Rose, Fullbright, and Hilltop  
Securities  
Solicitation Ordinance  
Retail Coach Update  
Update on Storm Water Fees study

9. Discussion/ Action: To consider and act on setting the date and time for the next council meeting.

Next city council meeting is the regular meeting scheduled for Tuesday, July 28, 2020.

### **Executive Session**

The City Council may convene into a closed executive session pursuant to the provisions of the Texas Open Meetings Act, Texas Government Code Chapter 551, in accordance with the authority contained in the following sections:

- 551.071-Consultation with Attorney
- 551.072-Deliberations about Real Property
  - A. Property for sewer plant

The Mayor convened the executive session at 9:27 pm.

Councilmember Fennel exited the meeting at 9:32 pm.

The Mayor reconvened to regular session at 9:55 pm.

### **Regular Agenda Items**

10. Discussion/ Action: To consider and act on items as a result of the Executive Session.

Motion made by Councilmember Runnebaum

To authorize the city manager to negotiate an exclusive negotiating agreement for a six (6) month period with a six (6) month extension option on the 56-acre tract of property located on the southside of I-20.

Seconded by Councilmember Contreras

Aye votes: Councilmembers Contreras, Runnebaum, Young and Crummel  
Motion passed with a vote of 4-0

**Adjournment**

Motion made by Councilmember Runnebaum

To adjourn

Seconded by Councilmember Contreras

Aye votes: Councilmembers Contreras, Runnebaum, Young and Crummel

Motion passed with a vote of 4-0

APPROVED:

\_\_\_\_\_  
Doyle Moss, Mayor

ATTEST:

\_\_\_\_\_  
Alicia Smith, City Secretary

## Alicia Smith

---

**From:** David W. McLendon <dwm@mclendon-hydro.com>  
**Sent:** Tuesday, July 21, 2020 4:19 PM  
**To:** Alicia Smith  
**Subject:** Council meeting 07-21-2020 WWTP comment

Good afternoon, Alicia.

I have a comment and concern that I would like read at this evenings discussion regarding the proposed waste water treatment plant.

See Below:

I am David W. McLendon, P.E. at 340 Buena Vista Dr. Willow Park, Texas.

Presently, the existing treatment facility has 800 connections and serves a population of approximately 2,800 or 1/3 of the City (based on 3.5 persons per connection). The service connection projections for 2030 appear to assume that the entire City will be sewered to the newly proposed sewer treatment plant. If this scenario is the case, then why aren't the subsequent infrastructure improvements included in the total cost for the proposed treatment plant? If this is not the case, then it is reasonable to surmise that the 2030 future service connection projections would be closer to 1,260 and not 2,156 connections presented in the engineering report. 1,260 connections would yield an average sewer loading demand of 0.349 MGD . If this case were low by 40 percent, then Willow Park would approach maximum average daily capacity in 2030.

Furthermore, the alternative analyses need to be evaluated with respect to fixed capital and variable operating costs over the lifecycle of the Capital Improvement (ie 20 years or 50 years). In other words, how much will each alternative cost the City over time. It does not appear the projections and alternatives have been reviewed and explained in sufficient detail to proceed with a funding permit or property acquisition. Capacity with the existing system is not an immediate problem. We as residents and taxpayers of Willow Park deserve the best plan and negotiated deal, but not necessarily the first.

Thanks,

David

**Alicia Smith**

---

**From:** fmcculley@sbcglobal.net  
**Sent:** Tuesday, July 21, 2020 2:41 PM  
**To:** Alicia Smith  
**Cc:** Lea Young  
**Subject:** Council meeting 07/21/20

Alicia,

I am requesting my concerns and comments read tonight as the floor is open to public comment. Due to health reasons I am unable to attend.

“Mr. Mayor and council members, I believe the city is rushing into a major decision with the relocation of a new waste water location. The current sewer plant is only operation at less than 50% capacity, there is ample time to pursue other options long term. Our small community does not have the ideal location without imposing on our population or surrounding communities. Would any one seated here tonight like to have the plant in their back yard? As Forth Worth rapidly moves west they will bring sewer and water with the development. It appears the city has several years’ worth of use at the current plant and ample time to budget and negotiate with Fort Worth for our expansion and future sewer needs. As I understand it there are an estimated 800 connections to the system to date, even if that number doubles in the near term. It does not appear the burden of debt for a new location can be justified”.

Fred McCulley  
433 Crown Road  
Willow Park Tx. 76087

## Alicia Smith

---

**From:** Carolyn Thompson <carolynthom@gmail.com>  
**Sent:** Tuesday, July 21, 2020 1:54 PM  
**To:** Alicia Smith  
**Subject:** Objection for 7-21 Council Meeting

We are strongly opposed to the location of the proposed Willow Park sewage treatment facility and the location of the proposed discharge point. The discharge point appears to be located on either on our property or on our next door neighbor's property both of which are outside Willow Park city limits.

The proposed facility lies in a floodplain that has flooded many times in the past 30 years we have owned our land. Part of our property lies in the same floodplain and I have witnessed water covering our entire bottom acreage after a massive rain event. The environmental damage should the sewage treatment facility overflow is a disaster waiting to happen.

We do not live within the city limits of Willow Park thus have no voice in determining if this project goes forward, however dumping your sewage discharge downstream outside of the city limits displays arrogance and disregard of those living near Willow Park.

Thank you,  
Carolyn and Jerry Thompson  
439 Quail Ridge Road



Complete the following information and submit to the City Secretary prior to the meeting. When your name is called, proceed to the podium and state your name and address. Please limit your comments to 3 minutes.

**PLEASE PRINT LEGIBLY**

Name: Carolyn Thompson  
Address: 439 Quail Ridge Rd Aledo, TX 76008  
Phone: 817-980-5994

1. Please complete this form and submit it to the City Secretary prior to opening of the Council Meeting.
2. ~~Speakers will be called in the order in which forms are submitted~~
3. Public comment is limited to three minutes per speaker.
4. No speaker may convey or donate his or her time to another speaker.
5. Comments shall be courteous and respectful at all times. Speakers making personal, unfounded, profane or slanderous remarks may be removed from the room.
6. No person may use public comment for the purpose of campaign or advertisement.
7. This is **NOT** a question and answer time and Council can not engage in conversation with the public.
8. The presiding officer has the responsibility for enforcing these rules.

☐ **I WISH TO SPEAK** to the City Council on the following issue:

☒ **IN LIEU OF SPEAKING** I request the City Clerk to include my written comments into the public record. See attached

*Please use the back for additional comments*

Signature Required: Carolyn Thompson

Date: 7-21-2020

By signing, I acknowledge public comment rules presented on this form.

*Pursuant to Texas Government Code 252.002 (Texas Public Information Act), this document is considered a public record. Disclosure may be required upon request.*

**Alicia Smith**

---

**From:** dustin deMoss <dr.demoss@gmail.com>  
**Sent:** Tuesday, July 21, 2020 4:44 PM  
**To:** Alicia Smith  
**Subject:** Opposition to the waste water treatment plant.

To whom it may concern,

Please except this email as evidence of my opposition to a poorly planned and rushed proposition to install a waste water treatment plant in the growing populace of Willow Park. This project has demonstrated little regard as to the potential environmental impact in an already jeopardized community environment and has the potential to affect residents of not only Willow Park but other surrounding municipalities as well.

I would like to see a motion to table this project until which time a full environment impact study can be performed so the stakeholders of this community (it's residents) can have the opportunity to make a fully informed decision as to the future of their city and immediate environment.

Thank you.

Sent from my iPhone

## Alicia Smith

---

**From:** D. Kay Collier <kaygreenf@icloud.com>  
**Sent:** Tuesday, July 21, 2020 3:59 PM  
**To:** Alicia Smith  
**Subject:** Sewer plant discussion 7/21/20

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

First, why this expedient decision to build a new sewage waste plant; second, how will this benefit those who have septic systems; third, is this not a decision to be made from the WHOLE community and not from a select few?

**From:** Paul Kenney <paul\_kenney@msn.com>  
**Sent:** Tuesday, July 21, 2020 4:50 PM  
**To:** Alicia Smith  
**Subject:** Comments to be entered into record for WP City Council meeting 7-21...

## **Comments**

**to be entered into record for WP City Council  
meeting  
7-21-20**

**As a 30 year resident of Willow Park, I am making the following comments in regard to the proposed new sewage plant location. I am not happy with the direction our city is taking (in my opinion). Making deals with developers and land owners by city government is unacceptable. Our city council was truly kept in the dark on these maneuvers. We have a fairly new city sewage plant already in place that is not even at 50% capacity. Seventeen million to relocate makes no sense at all. What's the big rush to push this through? This small city can't handle a huge new debt load. I'm hoping others will speak up about**

**this also and convince our city council that this is NOT in our city's best interest. One more thing...this move will impact residents outside of Willow Park who have absolutely no voice in this yet a huge impact to the enjoyment of their property. We should be a good neighbor to them! Please, council, do what we elected you to do! Listen to the CITIZENS! Please do the right thing! Bryan Grime's job is to take direction from our elected mayor and council. If you fail us, shame on you!**

KATHY KENNEY  
138 Muirfield Dr.  
Willow Park, Texas

Sent from my iPhone

## Alicia Smith

---

**From:** Barbara <baratod@aol.com>  
**Sent:** Tuesday, July 21, 2020 5:18 PM  
**To:** Alicia Smith  
**Subject:** Objection on sewer plant discharge point

Ms. Smith,

I was advised to email you with my concerns and with true faith that my letter will be read at today's council meeting.

My name is Barbara Bailey and I live on Quail Ridge Road in the town of North Annetta. I am appalled to see that your members are trying to approve a sewer discharge area within North Annetta city limits. How can this decision even be debatable as you do not have rights to that land?

This decision making process is especially concerning since many residents don't feel comfortable coming to a meeting where they can be subject to getting the COVID 19 virus.

My request is that you stop the vote on this decision and do not move forward with the current plans.

Sincerely,

Barbara Bailey  
817-933-5939

Sent from my iPhone

## Alicia Smith

---

**From:** Kristin Campbell <kristincampbelldesign@gmail.com>  
**Sent:** Tuesday, July 21, 2020 5:19 PM  
**To:** Alicia Smith  
**Subject:** Sewage Treatment Site Location

Greetings,

I am unable to attend tonight's meeting in person, but would like to express the following:

As a resident of Annetta North, it greatly troubles me that the city of Willow Park would choose a location for their sewage plant that will discharge directly into our small town.

We are on a well and take great pains to ensure the highest quality of water for our family. I am concerned about the effects this facility will have on the environment, as well as the impact on our property value. I am also concerned about noxious fumes that could be regularly dispensed into the air, as our home sits above the discharge point. Another great concern is the proximity to TCA and the potential health hazard this could pose to our youth participating in athletics on the adjacent fields.

My family and I view Willow Park as an extension of our community—we shop in Willow Park, our kids have attended school in Willow Park, we eat out in Willow Park, not to mention we have family and friends who call Willow Park home. It's in our neighborhood. As such, I hope that Willow Park realizes the opportunity to be a good neighbor to the town of Annetta North and pay for the city of Fort Worth, who have the means and ways, to remove the waste.

-Kristin Campbell

Sent from my iPhone

**Why is the City requesting a 17mm loan before we know what TCEQ will allow?**

#### **SITING**

**We have a brand new sewer plant built in 2018 that cost just under 2mm and is processing all of our wastewater at 47% of the “permitted” capacity.** Our old plant was processing wastewater up to 85-90% of the “permitted” capacity in 2016. The old plant is not being used and could be torn down and replaced with another new .5MGD sewer plant. The current footprint for these two plants is just over half of an acre. There are 1.63 acres of usable space per a 2017 siting survey. If 1MGD can be produced on just over half of an acre, how can the current property not support a future 2MGD plant? Per the engineering Feasibility Study we should not need 1MGD until 2040.

#### **FINANCIAL**

The Feasibility Study shows different sewer plant expansion costs. Page 129 of the TWDB application shows 8.9mm and page 135 shows 12.3mm. Why is there such a large cost difference? **The Feasibility Study includes proposed improvements for land application and this would require a tertiary treatment, so post-secondary. Derek included 500K for UV disinfection post-treatment. Current labs show dissolved oxygen levels at 7.5 without UV disinfection.** How could we improve our effluent at the current location in order to actually improve the impaired segment of the Clear Fork Trinity?

#### **DISCHARGE LIMITS**

Our system is currently producing .234MGD and the TCEQ requires the planning phase at 75%, or .375MGD. If each connection uses 277 gallons per day per the May 2020 Feasibility Study, we have room to bring on 509 connections at 75% and we would still have enough time to bring on an additional 270 connections by the time we reach 90% when the TCEQ requires construction to begin. So, an additional 779 connections can be added to the system before we are required to break ground on a larger facility. If we have the ability to tie into the Mary’s Creek Sewer Plant, we should do our best to try and negotiate that deal or hire Halff & Associates to negotiate on our behalf. A wholesale agreement would negate spending close to \$600,000 in annual M&O and Willow Park would be out of the sewer business. (\$425,000 per 2019 Audit + \$175,000 per Derek for the larger facility)

**If current daily flows are around .234MGD with most of Meadow Place developed and we are still below the .288 projected 2020 usage per the Feasibility Study, there is plenty of time to promote regional discussions and hold public forums.**

#### **ETHICS**

It is unethical to move our sewer plant to a location immediately surrounded by residents that do not require sewer service. The main area needing support for increased sewer capacity is the TIRZ area and that is where the plant should remain until a wholesale contract can be agreed upon. **The very last thing we should be doing is dumping our waste in our neighbors’ backyards.**



## CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Council Date:</b> July 28, 2020	<b>Department:</b> Admin	<b>Presented By:</b> City Manager
---------------------------------------	-----------------------------	--------------------------------------

**AGENDA ITEM:**

Consider and act on Jacob & Martin's recommendation to build a wastewater treatment facility

**BACKGROUND:**

Please refer to the Preliminary Engineering Feasibility Study that was attached in the July 21 Packet. The intent is to answer any follow up questions from the July 21 meeting, and not to re-hash questions that have been asked previously.

Staff recommends Council accept the Study.

---

**STAFF/BOARD/COMMISSION RECOMMENDATION:**

---

**EXHIBITS:**

ADDITIONAL INFO:	FINANCIAL INFO:	
	<b>Cost</b>	\$
	<b>Source of Funding</b>	\$



## CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Council Date:</b> July 28, 2020	<b>Department:</b> Admin	<b>Presented By:</b> City Manager
---------------------------------------	-----------------------------	--------------------------------------

**AGENDA ITEM:**

Discussion/Action: Consider and act on professional services agreements with Jacob & Martin for engineering services, Hilltop Securities for financial services, and Norton, Rose, Fulbright for bond counsel services, all related to the wastewater treatment facility and/or obtaining financial assistance from the Texas Water Development Board.

**BACKGROUND:**

Council approved the vendors for the CWSRF Application at the April meeting. The professional services agreements are attached.

---

**STAFF/BOARD/COMMISSION RECOMMENDATION:**

---

**EXHIBITS:**

ADDITIONAL INFO:	FINANCIAL INFO:	
	<b>Cost</b>	\$
	<b>Source of Funding</b>	\$

## MUNICIPAL ADVISORY AGREEMENT

This Municipal Advisory Agreement (the “Agreement”) is made and entered into by and between **City of Willow Park, Texas** (the “Issuer”) and Hilltop Securities Inc. (“HilltopSecurities”), and is dated, and shall be effective as of, the date executed by the Issuer as set forth on the signature page hereof (the “Effective Date”).

### WITNESSETH:

**WHEREAS**, the Issuer will have under consideration from time to time the authorization and issuance of municipal securities, including but not limited to the issuance and sale of evidences of indebtedness and application and funding of grants and or principal forgiveness financing amounts and forms which cannot presently be determined or debt obligations that may currently or in the future be authorized and issued or otherwise created or assumed by the Issuer, in amounts and forms which cannot presently be determined; and

**WHEREAS**, in connection with the authorization, sale, issuance and delivery of such municipal securities and application and funding of grants and or principal forgiveness financing, as well as in connection with any matters relating to municipal financial products of the Issuer, the Issuer desires to retain a municipal advisor; and

**WHEREAS**, the Issuer desires to obtain the professional services of HilltopSecurities as a municipal advisor to advise the Issuer regarding the issuance of municipal securities and any municipal financial products, all as more fully described herein, during the period in which this Agreement shall be effective; and

**WHEREAS**, HilltopSecurities is willing to provide its professional services and its facilities as a municipal advisor in connection with the Issuer’s issuances of municipal securities and any municipal financial products, all as more fully described herein, during the period in which this Agreement shall be effective.

**NOW, THEREFORE**, the Issuer and HilltopSecurities, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

### SECTION I SCOPE OF SERVICES

#### A. Scope of Services and Discharge of Responsibilities.

##### 1. *Scope of Services.*

(a) HilltopSecurities is engaged by the Issuer as its municipal advisor to provide the services set forth in **Appendix A** hereto (the “Municipal Advisory Services”). The Municipal Advisory Services, together with any services to be provided by HilltopSecurities as the Issuer’s independent registered municipal advisor (“IRMA”) pursuant to subparagraph B.1 of this Section I, are hereinafter collectively referred to as the “Scope of Services” hereunder. The Scope of Services to be provided by HilltopSecurities may be changed only as provided in paragraph D of this Section I.

(b) If the Issuer engages HilltopSecurities or any of its affiliates, in a capacity other than as municipal advisor, to provide additional services that are not municipal advisory activities (“Non-Municipal Advisor Services”), such engagement for Non-Municipal Advisor Services shall be evidenced by a separate agreement between the Issuer and such party. The parties hereto acknowledge that such Non-Municipal Advisor Services shall not be governed by this Agreement and are intended to consist of activities not requiring registration as a municipal advisor under the Securities Exchange Act.

(c) The Issuer shall provide written notice to HilltopSecurities of any other municipal advisor engaged by the Issuer, whether in regard to all or any portion of the Municipal Advisory Services or for any other aspects of the issuance of municipal securities or municipal financial products outside the scope of the Municipal Advisory Services, as described in clause (c) of subparagraph B.1 of this Section I.

2. ***Inquiries and Information in Connection with HilltopSecurities' Duties.*** If and to the extent provided in the Scope of Services, HilltopSecurities is called upon to make recommendations to the Issuer or to review recommendations made by others to the Issuer, and in connection therewith to determine whether such recommendations are suitable for the Issuer, in order to fulfill its duties with respect to such recommendations and any associated suitability determinations, HilltopSecurities is required under applicable regulations to make reasonable inquiries of the Issuer as to the relevant facts. Such facts include, at a minimum, information regarding the Issuer's financial situation and needs, objectives, tax status, risk tolerance, liquidity needs, experience with municipal securities transactions or municipal financial products generally or of the type and complexity being recommended, financial capacity to withstand changes in market conditions during the term of the municipal financial product or the period that municipal securities to be issued in the municipal securities transaction are reasonably expected to be outstanding, and any other material information known by HilltopSecurities about the Issuer and the municipal securities transaction or municipal financial product. In addition, HilltopSecurities is required under applicable regulations to use reasonable diligence to know the essential facts about the Issuer and the authority of each person acting on behalf of the Issuer so as to effectively service HilltopSecurities' municipal advisory relationship with the Issuer, to act in accordance with any special directions from the Issuer, to understand the authority of each person acting on behalf of the Issuer, and to comply with applicable laws, regulations and rules.

Accordingly, the Issuer hereby agrees to provide accurate and complete information reasonably designed to permit HilltopSecurities to fulfill its responsibilities in connection with any such recommendations and suitability determinations and to provide to HilltopSecurities reasonable access to relevant documents and personnel in connection with its required investigation to determine that any recommendations are not based on materially inaccurate or incomplete information. The Issuer acknowledges that HilltopSecurities may not be able to make requested recommendations or suitability determinations if it is not provided access to such information and that the Issuer shall be estopped from claiming a violation of HilltopSecurities' fiduciary duty to the Issuer in connection with a recommendation or suitability determination made by HilltopSecurities based on materially inaccurate or incomplete information provided by the Issuer.

3. ***Actions Independent of or Contrary to Advice.*** The parties hereto acknowledge that the Issuer shall not be required to act in accordance with any advice or recommendation provided by HilltopSecurities to the Issuer. Upon providing such advice or recommendation to the Issuer, together with the basis for such advice or recommendation, HilltopSecurities shall have discharged its duties with regard to such advice or recommendation and shall not be liable for any financial or other damages resulting from the Issuer's election not to act in accordance with such advice or recommendation. Furthermore, the Issuer shall be estopped from claiming a violation of HilltopSecurities' fiduciary duty to the Issuer as a result of its election not to act in accordance with any advice or recommendation by HilltopSecurities, including but not limited to any claim that HilltopSecurities should have taken steps, in addition to providing its advice or recommendation together with the basis therefor, to cause the Issuer to follow its advice or recommendation.

4. ***Preparation of Official Statement in Connection with Issuance of Municipal Securities.*** If and to the extent provided in the Scope of Services, HilltopSecurities is called upon to assist the Issuer in the preparation of its official statement in connection with the issuance of municipal securities, the Issuer

hereby agrees to provide accurate and complete information to HilltopSecurities reasonably designed to permit HilltopSecurities to fulfill its responsibility to have a reasonable basis for any information HilltopSecurities provides about the Issuer, its financial condition, its operational status and its municipal securities in connection with the preparation of the official statement. While HilltopSecurities may participate in the due diligence process in connection with the preparation of the official statement, if such participation is within the Scope of Services, HilltopSecurities shall not be obligated to undertake any inquiry or investigation in connection with such due diligence beyond any inquiries or investigations otherwise required by this Agreement. Furthermore, HilltopSecurities shall not be responsible for certifying the accuracy or completeness of the official statement, other than with respect to information about HilltopSecurities provided for inclusion in the official statement, if applicable. The Issuer agrees that HilltopSecurities may rely on any information provided to it by the Issuer for purposes of this paragraph.

5. ***Representations and Certifications.*** If and to the extent provided in the Scope of Services, HilltopSecurities is called upon to make representations and certifications with regard to certain aspects of matters pertaining to the Issuer, its municipal securities or municipal financial products arising as part of the Municipal Advisory Services to be provided pursuant to this Agreement, the Issuer hereby agrees to provide accurate and complete information to HilltopSecurities as may be reasonably necessary or otherwise helpful to HilltopSecurities in fulfilling its responsibility to have a reasonable basis for any representations, other than representations by HilltopSecurities regarding itself, made in a certificate signed by HilltopSecurities that may be relied upon by the Issuer, any other party involved in any matter arising as part of the Municipal Advisory Services, or investors in the Issuer's municipal securities. The Issuer agrees that HilltopSecurities may rely on any information provided to it by the Issuer for purposes of this paragraph.

**B. Services as Independent Registered Municipal Advisor.**

1. ***Designation as IRMA and Scope of Designation.***

(a) Subject to clause (b) of this subparagraph B.1, if the Issuer elects to designate HilltopSecurities, and HilltopSecurities agrees to represent the Issuer, as the Issuer's IRMA for purposes of Securities Exchange Commission ("SEC") Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption") with respect to the Municipal Advisory Services, HilltopSecurities will treat such role as IRMA as within the scope of Municipal Advisory Services. Any reference to HilltopSecurities, its personnel and its role as IRMA in the written representation of the Issuer contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by HilltopSecurities.

If there are any other aspects of the issuance of municipal securities or municipal financial products outside the scope of the Municipal Advisory Services with respect to which the Issuer seeks to have HilltopSecurities serve as its IRMA, such aspects, which are separate and distinct from Municipal Advisory Services for purposes of this Agreement, shall be included in Appendix A hereto and may be changed only as provided in paragraph D of this Section I. HilltopSecurities' duties as IRMA shall be strictly limited to the provision of advice to the Issuer with regard to third-party recommendations on any aspects of the issuance of municipal securities or municipal financial products outside the scope of the Municipal Advisory Services, subject to subparagraph B.3 of this Section I, and the provision of advice by HilltopSecurities to the Issuer with respect to such matters shall not result in a change in scope of the Municipal Advisory Services. By way of example, if HilltopSecurities serves as municipal advisor for an issuance of municipal securities within the scope of Municipal Advisory Services, but is asked to review a recommendation made by a third party with respect to a different issuance of municipal securities not within the scope of Municipal Advisory Services, any advice with respect to such review would not, by itself,

cause such other issuance to come within the scope of Municipal Advisory Services, and HilltopSecurities would not be obligated to undertake any of the services set forth in Appendix A with regard to such issuance unless the scope of Municipal Advisory Services hereunder is amended to include such issuance.

(b) If the Issuer elects not to designate HilltopSecurities to serve as an IRMA for purposes of the IRMA exemption with respect to the Municipal Advisory Services, or if the Issuer elects to designate HilltopSecurities to serve as IRMA for less than the full range of Municipal Advisory Services, such election shall be set forth in Appendix A.

(c) The Issuer shall provide written notice to HilltopSecurities of any other municipal advisor engaged by the Issuer, whether such other municipal advisor has been designated as an IRMA, and such notice shall include the scope of services of such municipal advisor. If the Issuer has engaged, or has caused HilltopSecurities to engage through subcontract, any other party to serve as municipal advisor to the Issuer with regard to all or any portion of the Municipal Advisory Services ("Joint Municipal Advisory Services"), whether engaged jointly with or separately from HilltopSecurities (a "Co-Municipal Advisor"), the Issuer agrees that such Co-Municipal Advisor shall not be entitled to treat HilltopSecurities as an IRMA with respect to the Joint Municipal Advisory Services. Notwithstanding the preceding sentence, the Issuer may seek to have HilltopSecurities provide advice on any recommendation made by a Co-Municipal Advisor with regard to matters within the scope of Joint Municipal Advisory Services on the same terms as set forth in subparagraph B.3 of this Section I, provided that any such advice provided by HilltopSecurities shall not serve to eliminate or reduce such Co-Municipal Advisor's fiduciary or other duties as municipal advisor to the Issuer.

2. ***HilltopSecurities Not Responsible for Independence from Third Parties.*** Notwithstanding HilltopSecurities' status as an IRMA, HilltopSecurities shall not be responsible for ensuring that it is independent, within the meaning of the IRMA exemption as interpreted by the SEC, from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption or for otherwise ensuring that any such party not be treated as a municipal advisor for purposes of Section 15B of the Securities Exchange Act or any SEC or Municipal Securities Rulemaking Board ("MSRB") rule thereunder. The Issuer expressly acknowledges that it is the responsibility of such other party to make its own determination of independence and that such other party shall not be entitled to cause HilltopSecurities to make any personnel changes to allow such party to qualify for the IRMA exemption.

3. ***Recommendations Provided by Third Parties Relying on IRMA Exemption.*** The Issuer agrees that, to the extent the Issuer seeks to have HilltopSecurities provide advice with regard to any recommendation made by a third party relying on the IRMA exemption, the Issuer shall provide to HilltopSecurities written direction to provide advice with regard to such third party recommendation as well as any information it has received from such third party. In connection therewith, HilltopSecurities shall be authorized to communicate with such third party as necessary or appropriate in order for HilltopSecurities to have the information it needs to provide informed advice to the Issuer with regard to such recommendation. HilltopSecurities shall provide to the Issuer recommendations it receives directly from any third party but shall not be required to provide advice to the Issuer with regard to any such recommendation unless the Issuer has provided to HilltopSecurities the written direction as described above in this subparagraph B.3.

Except as may be otherwise expressly provided in writing by HilltopSecurities, no recommendation by a third-party (including but not limited to a Co-Municipal Advisor) shall be deemed to be a recommendation by HilltopSecurities, and the failure by HilltopSecurities to specifically address any aspect

of a third-party recommendation shall not be viewed as HilltopSecurities having implicitly accepted or approved such aspect of the recommendation or otherwise having adopted the recommendation or any aspect thereof as its own recommendation. Furthermore, the Issuer agrees that, to the extent the Issuer does not seek to have HilltopSecurities provide advice with regard to any recommendation made by a third party relying on the IRMA exemption, HilltopSecurities shall not be required to provide any advice with regard to such recommendation notwithstanding any information it may have received from such third party. HilltopSecurities may rely on the absence of the Issuer's written direction to provide advice with regard to a third party recommendation as indicative that the Issuer does not seek to have HilltopSecurities provide such advice.

**C. Limitations on Scope of Engagement.**

1. ***Express Limitations.*** The Scope of Services with respect to HilltopSecurities' engagement as municipal advisor shall be solely as provided in paragraphs A and B of this Section I and Appendix A of this Agreement, subject to the express limitations set forth in this paragraph C. The failure of the parties hereto to set out any particular service or responsibility, or any particular type or aspect of the issuance of municipal securities or municipal financial products, within the express limitations in this paragraph C shall not, by its omission, cause such service, responsibility or product to be within the scope of this engagement if not contemplated by the mutual agreement of the parties hereto or if not reasonably viewed as encompassed by the description of the Municipal Advisory Services set forth in this Agreement.

2. ***Limitation as to Matters Within Then-Current Scope of Engagement.*** It is expressly understood that HilltopSecurities serves as municipal advisor to the Issuer only with respect to the matters, and with respect to specific aspects of matters, within the then-current Scope of Services. The Issuer acknowledges that HilltopSecurities is not a municipal advisor to the Issuer with respect to matters expressly excluded from such Scope of Services as set forth in this paragraph C or matters otherwise not within the Scope of Services as set forth in paragraphs A and B of this Section I and Appendix A hereto. Without limiting the generality of the preceding sentence, the parties hereto agree that HilltopSecurities' service as municipal advisor for one issuance of municipal securities would not result in HilltopSecurities being a municipal advisor to the Issuer for any other issuances of municipal securities if such other issuances are not within the Scope of Services. It is expressly understood that HilltopSecurities shall be municipal advisor with respect to a particular issuance of municipal securities or a particular municipal financial product beginning on the earlier of (a) the date on which HilltopSecurities is assigned to serve or is otherwise put on notice by the Issuer that it will serve as municipal advisor for such particular matter or (b) the date on which HilltopSecurities first provides advice to the Issuer with respect to such particular matter, and it is further understood that HilltopSecurities shall not be deemed to be a municipal advisor to the Issuer with respect to any such particular matter prior to such date merely due to the fact that the matter falls within the general description of the Scope of Services.

3. ***Transactions and Services Outside Scope of Engagement.*** To the extent that the Issuer engages in any transaction with HilltopSecurities, or any affiliate of HilltopSecurities, as principal relating to municipal securities (including but not limited to as underwriter for the issuance of municipal securities) or municipal financial products that are not within the Scope of Services and with respect to which HilltopSecurities does not in fact provide advice other than as permitted within the exceptions and exclusions of SEC Rule 15Ba1-1, the Issuer agrees that it would not view HilltopSecurities as serving as its municipal advisor with respect to such transaction or any related issuance of municipal securities or municipal financial product. In addition, as noted in clause (b) of subparagraph A.1 of this Section I, the Issuer understands that Non-Municipal Advisor Services are outside the scope of this engagement.

4. ***Issuer Consent to Limitation in Scope.*** The Issuer expressly consents to the limitations in scope of the engagement as described in this paragraph C.

**D. Change in Scope of Services.** The scope of services to be provided by HilltopSecurities, whether within or outside of the scope of the Municipal Advisory Services, may be changed only by written amendment to Appendix A, and the parties hereto agree to amend such appendix promptly to reflect any material changes or additions to the scope of such services, as applicable. Furthermore, the parties hereto agree to amend paragraph C of this Section I to reflect any material changes or additions to the limitations on the overall Scope of Services.

The parties hereto agree that if, on an infrequent or inadvertent basis, HilltopSecurities takes any actions for or on behalf of the Issuer that constitute municipal advisory activities within the meaning of MSRB Rule G-42(f)(iv) but which are not within the Scope of Services under this Agreement, such actions shall not, by themselves, serve to change the Scope of Services under this Agreement without a written amendment as provided in this paragraph. Furthermore, to the extent that any such activities not within the Scope of Services under this Agreement consists of inadvertent advice provided with respect to the issuance of municipal securities or municipal financial products that are not within the Scope of Services under this Agreement, HilltopSecurities may take such action, if any, as it deems appropriate pursuant to Supplementary Material .07 of MSRB Rule G-42 with respect to such inadvertent advice, to maintain the Scope of Services under this Agreement consistent with the intent of the parties hereto.

Amendments to Appendix A may be effected by replacement of the prior version of the appendix with a new version or by the addition of an addendum to such appendix, provided that any such amended appendix shall be dated as of its effective date and shall cause Appendix A, taken together with the provisions of this Section I, to clearly set forth the then-current scope of HilltopSecurities' engagement hereunder and any limitations to such scope.

**E. Non-Municipal Advisory Activities Related to Scope of Services.** The Scope of Services under this Agreement is intended to encompass activities subject to the provisions of Securities Exchange Act Section 15B and the rules of the SEC and MSRB thereunder relating to municipal advisory activities. However, the Issuer and HilltopSecurities acknowledge that in some cases the range of activities necessary or appropriate to provide the intended services hereunder in a fair, effective and efficient manner for the benefit of the Issuer may involve a combination of actions that consist of municipal advisory activities and actions that may not qualify as municipal advisory activities. Unless otherwise prohibited by Securities Exchange Act Section 15B or any rule of the SEC or MSRB thereunder, the fact that HilltopSecurities serves as municipal advisor to the Issuer in connection with a particular matter shall not prohibit HilltopSecurities from undertaking such necessary or appropriate non-municipal advisory activities in connection therewith, and the fact that HilltopSecurities undertakes such non-municipal advisory activities within the Scope of Services under this Agreement would not, by itself, cause such activities to become municipal advisory activities for purposes Securities Exchange Act Section 15B or any rule of the SEC or MSRB thereunder.

## **SECTION II TERM AND TERMINATION**

**A. Term of this Engagement.** The term of this Agreement begins on the Effective Date and ends, unless terminated pursuant to paragraph B of this Section II, on the last day of the month in which the fifth anniversary date of the Effective Date shall occur (the "Original Termination Date"). Unless HilltopSecurities or the Issuer shall notify the other party in writing at least thirty (30) days in advance of

the Original Termination Date that this Agreement will not be renewed, this Agreement will be automatically renewed on the Original Termination Date for an additional one (1) year period and thereafter will be automatically renewed on each anniversary date of the Original Termination Date for successive one (1) year periods unless HilltopSecurities or the Issuer shall notify the other party in writing at least thirty (30) days in advance of such successive anniversary date.

**B. Termination of this Engagement.** This Agreement may be terminated with or without cause by the Issuer or HilltopSecurities upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that only the amounts due HilltopSecurities for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

### **SECTION III COMPENSATION, EXPENSES, LIABILITY AND OTHER FINANCIAL MATTERS**

**A. Compensation.** The fees due to HilltopSecurities for the Municipal Advisory Services and any other services set forth in Appendix A hereto shall be as provided in Appendix B hereto. The Issuer has agreed to the compensation arrangements set forth in Appendix B and believes that they are reasonable and not excessive. If at any time the Issuer becomes concerned that, notwithstanding its initial belief that the compensation arrangements set forth in this Agreement are reasonable, the actual amount of compensation to be paid in accordance with such arrangements for any particular matter during the course of this engagement may potentially become excessive, the Issuer shall immediately notify HilltopSecurities in writing of its concern in that regard.

**B. Expenses.** HilltopSecurities shall be entitled to reimbursement of expenses incurred in connection with any services provided hereunder as set forth in Appendix B.

**C. Third-Party Payments.** The Issuer agrees that any request it makes to HilltopSecurities to make payments to any third party on its behalf (other than with any underwriter), whether pursuant to a fee-splitting arrangement or otherwise, shall be in writing and shall set forth the name of the recipient, the amount of payment, and a brief statement of the purpose of such payment. The Issuer agrees that the counter signature by HilltopSecurities of any such written request shall be satisfactory disclosure of such third-party payment or fee-splitting arrangement for purposes of MSRB Rule G-42(e)(i)(D) and shall, in the case of any such arrangements made after the Effective Date, serve as satisfactory written disclosure of any conflict of interest arising from such third-party payment or fee-splitting arrangement for purposes of MSRB Rule G-42(b)(i)(D) and (c)(ii).

**D. No Custody of Issuer Funds.** This engagement does not contemplate that HilltopSecurities receive deposit of or maintain custody of the Issuer's funds unless otherwise provided in Appendix A hereto.

**E. Limitation on Liability.** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of HilltopSecurities or any of its associated persons, HilltopSecurities and its associated persons shall have no liability to the Issuer for any act or omission in the course of, or connected with, rendering services hereunder or for any error of judgment, mistake of law, or any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment.

#### SECTION IV REQUIRED DISCLOSURES

A. **Disclosure of Conflicts of Interest and Information Regarding Legal or Disciplinary Events.** The Issuer hereby acknowledges receipt of, and has read and understands the content of, the Municipal Advisor Disclosure Statement, attached hereto as **Appendix C**, current as of the date of this Agreement, setting forth disclosures by HilltopSecurities of material conflicts of interest (the "Conflict Disclosures"), if any, and of any legal or disciplinary events required to be disclosed pursuant to MSRB Rule G-42(b) and (c)(ii). The Conflict Disclosures also describe how HilltopSecurities addresses or intends to manage or mitigate any disclosed conflicts of interest, as well as the specific type of information regarding, and the date of the last material change, if any, to the legal and disciplinary events required to be disclosed on Forms MA and MA-I filed by HilltopSecurities with the SEC.

B. **Waiver of Disclosed Conflicts of Interest.** By executing this Agreement, the Issuer hereby waives any conflicts of interest disclosed by HilltopSecurities in the Conflict Disclosures as of the date of this Agreement.

C. **Consent to Electronic Delivery of Disclosures.** By executing this Agreement, the Issuer consents, for the full term of this Agreement, to the electronic delivery of the Conflict Disclosures at no cost to the Issuer, in lieu of delivery of hard copy. The Conflict Disclosures may be delivered by email to the Issuer at **BGrimes@willowpark.org**, or at such other email address as the Issuer may hereafter provide in writing to HilltopSecurities.

#### SECTION V MISCELLANEOUS

A. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of the State of Texas.

B. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the Issuer and HilltopSecurities, their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

C. **Entire Agreement.** This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto, subject to the provisions of paragraph D of Section I hereof.

*Signature page follows*

**HILLTOP SECURITIES INC.**

By: Erick Macha  
Erick Macha, Director

**CITY OF WILLOW PARK, TEXAS**

By: \_\_\_\_\_

Name \_\_\_\_\_

Title: \_\_\_\_\_

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

## **APPENDIX A MUNICIPAL ADVISORY SERVICES**

This Appendix A sets out the scope of the Municipal Advisory Services to be performed by HilltopSecurities pursuant to the Agreement, subject to the limitations in scope set out in paragraph C of Section I of the Agreement, and with the understanding that:

(a) Individual actions taken within this scope shall be consistent with any request or direction provided by an authorized representative of the Issuer or as HilltopSecurities determines to be necessary or appropriate in furtherance of any matter for which it serves as municipal advisor. However, not all listed activities will be appropriate, necessary or applicable to any particular matter subject to this Agreement.

(b) For purposes of this Agreement, an issuance of municipal securities (an “issuance”) shall encompass any and all stages in the life of an issuance, from the pre-issuance planning stage to the repayment stage.

**I. New Issuances of Municipal Securities.** At the direction of or upon the request of the Issuer, HilltopSecurities shall provide advice to the Issuer on any new issuances, including reofferings of outstanding issuances that are treated for purposes of the federal securities laws and/or federal tax laws as new issuances, throughout the term of this Agreement. The activities to be performed by HilltopSecurities may include, depending on the specific circumstances of an issuance and any request or direction of the Issuer, one or more of the following:

### **Planning for New Issuance**

1. ***Survey and Analysis.*** Surveying the financial resources of the Issuer in connection with its capacity to authorize, issue and service the contemplated issuance. This survey would be expected to include an analysis of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, would include a study of the trend of the assessed valuation, taxing power and present and future taxing requirements of the Issuer. In the event revenues of existing or projected facilities operated by the Issuer are to be pledged to repayment of the contemplated issuance, the survey would be expected to take into account any outstanding indebtedness payable from such revenues, additional revenues to be available from any proposed rate increases, and additional revenues resulting from improvements to be financed by the contemplated issuance, as projected by consulting engineers engaged by the Issuer.

2. ***Future Financings.*** In connection with the contemplated issuance, considering and analyzing future financing needs as projected by the Issuer's staff and consulting engineers or other experts, if any, engaged by the Issuer.

3. ***Recommendations.*** Making recommendations to the Issuer on the contemplated issuance, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options for prepayment, security provisions, and such other provisions as may be appropriate.

4. ***Market Information.*** Advising the Issuer of HilltopSecurities' view of current bond market conditions, other related forthcoming bond issues and general information (including

applicable economic data) which might normally be expected to influence interest rates or bidding conditions relevant to setting an appropriate date and time for the sale of the issuance.

5. **Elections.** In the event it is necessary to hold an election to authorize the contemplated issuance, assisting in coordinating the assembly of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices and certificates in connection with the election, including assistance in the transmission of such data to the Issuer's bond counsel.

6. **Grant Funding.** Assist the Issuer with application for and arrangements for receipt of grant funding. HilltopSecurities agrees to perform the following duties normally performed by financial advisors and all other duties as, in our judgment, may be necessary or advisable: attend pre-application meetings and other meetings related to the project and preparing the application for financial assistance, assist in preparing the application for financial assistance, conduct a survey of financial resources, calculate total debt, calculate debt service reserve fund, review rate covenants, prepare proforma, provide advice on terms and conditions, work with counsel, arrange for rate studies (if necessary), coordinate closings, provide advice on market conditions, continuing disclosure services, review the impact on parity bonds and provide general services under Sections I and II if necessary.

7. **Loan or Principal Forgiveness Financing.** Assist the Issuer with application for and arrangement for receipt of principal forgiveness financing. HilltopSecurities agrees to perform the following duties normally performed by financial advisors and all other duties as, in our judgment, may be necessary or advisable: attend pre-application meetings and other meetings related to the project and preparing the application for financial assistance, assist in preparing the application for financial assistance, conduct a survey of financial resources, calculate total debt, calculate debt service reserve fund, review rate covenants, prepare proforma, provide advice on terms and conditions, work with counsel, arrange for rate studies (if necessary), coordinate closings, provide advice on market conditions, continuing disclosure services, review the impact on parity bonds and provide general services under Sections I and II if necessary.

#### **Debt Management and Financial Implementation for New Issuance**

8. **Method of Sale.** Evaluating the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make a recommendation as to an appropriate method of sale, and:

a. If the issuance is to be sold by a competitive sale:

(1) Supervising the sale of the municipal securities;

(2) Disseminating information to prospective bidders, organizing such informational meetings as may be necessary, and facilitating prospective bidders' efforts in making timely submission of proper bids;

(3) Assisting the staff of the Issuer in coordinating the receipt of bids, the safekeeping of good faith checks and the tabulation and comparison of submitted bids;

(4) Advising the Issuer regarding the best bid and provide advice regarding acceptance or rejection of the bids; and

(5) Obtaining CUSIP numbers on behalf of the Issuer.

b. If the issuance is to be sold by negotiated sale:

(1) Recommending for the Issuer's final approval and acceptance one or more investment banking firms, as sole underwriter or as managers of an underwriting syndicate, for the purpose of negotiating the purchase of the municipal securities;

(2) Cooperating with and assisting any selected sole or managing underwriter and its counsel, as well as any disclosure counsel retained by the Issuer, in connection with the preparation of any preliminary or final official statement or offering memorandum. HilltopSecurities will cooperate with and assist the underwriters in the preparation of a bond purchase contract, an underwriters' agreement and other related documents;

(3) Assisting the staff of the Issuer in the safekeeping of any good faith checks and providing a cost comparison to the then-current market of expenses, interest rates and prices which are proposed by the underwriters;

(4) Advising the Issuer on the fairness of the price offered by the underwriters;

(5) Advising the Issuer in connection with any terms and conditions it may wish to establish with respect to order priorities and other similar matters relating to the underwriting of the new issuance;

(6) If the new issuance will have a retail order period, advising the Issuer on retail eligibility criteria and other features of the retail order period and reviewing information provided by the underwriters to the Issuer in connection with retail orders received; and

(7) At the request of the Issuer, reviewing required disclosures by underwriters to the Issuer relating to their role as underwriter, conflicts of interests, material terms and risks of the issuance, and any other matters, and providing any appropriate advice to the Issuer in connection with such disclosures.

9. ***Offering Documents for Competitive Offerings.*** Coordinating the preparation of the notice of sale and bidding instructions, preliminary official statement (including cooperating with and assisting any disclosure counsel retained by the Issuer), official bid form and such other documents as may be required and submitting all such documents to the Issuer for examination, approval and certification. After such examination, approval and certification, HilltopSecurities shall provide the Issuer with a supply of all such documents sufficient to its needs and distribute sets of the same to prospective bidders for the municipal securities. HilltopSecurities also shall provide copies of the final official statement to the winning bidder purchasing the municipal securities in the MSRB-designated electronic format and in accordance with the notice of sale and bidding instructions promptly after the Issuer approves the final official statement for distribution.

10. ***Credit Ratings.*** Making recommendations to the Issuer on the advisability of obtaining one or more credit ratings for the issuance and, when directed by the Issuer, coordinating the preparation of such information as may be appropriate for submission to any rating agency. In those cases where the advisability of personal presentation of information to a rating agency may be

indicated, HilltopSecurities will arrange for such personal presentations, utilizing such composition of representatives from the Issuer as may be approved or directed by the Issuer.

11. ***Trustee, Paying Agent, Registrar, Professionals and Other Transaction Participants.*** Upon request, providing advice to the Issuer in the selection of a trustee and/or paying agent/registrar, legal, accounting or other professionals, and other transaction participants relating to any issuance, and assisting in the negotiation of agreements pertinent to these services and the fees incident thereto.

12. ***Financial Publications.*** When appropriate, advising financial publications of the forthcoming sale of the municipal securities and providing them with all pertinent information.

13. ***Consultants.*** After consulting with and receiving directions from the Issuer, arranging for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the issuance.

14. ***Auditors.*** In the event formal verification by an independent auditor of any calculations incident to the issuance is required, making arrangements for such services.

15. ***Issuer Meetings.*** Attending meetings of the governing body of the Issuer, its staff, representatives or committees as requested when HilltopSecurities may be of assistance or service and matters within the scope of this engagement are to be discussed.

16. ***Printing.*** To the extent authorized by the Issuer, coordinating all work incident to printing or final production, physical or electronic, of the offering documents.

17. ***Bond Counsel.*** Maintaining liaison with bond counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the municipal securities.

18. ***Changes in Laws.*** Providing to the Issuer copies of proposed or enacted changes in federal and state laws, rules and regulations having, or expected to have, a significant effect on the municipal bond market of which HilltopSecurities becomes aware in the ordinary course of its business, it being understood that HilltopSecurities does not and may not act as an attorney for, or provide legal advice or services to, the Issuer.

19. ***Delivery of the Municipal Securities.*** As soon as a bid for the purchase of a competitive issuance is accepted by the Issuer or the bond purchase contract for a negotiated issuance is signed by the Issuer, coordinating the efforts of all concerned to the end that the municipal securities may be delivered and paid for as expeditiously as possible and assisting the Issuer in the preparation or verification of final closing figures incident to the delivery of the municipal securities.

20. ***Debt Service Schedule; Authorizing Resolution.*** After the closing of the sale and delivery of the issuance, delivering to the Issuer a schedule of annual debt service requirements for the issuance and, in coordination with bond counsel, assuring that the paying agent/registrar and/or trustee has been provided with a copy of the authorizing ordinance, order or resolution.

21. ***Continuing Disclosure.*** Providing advice to the Issuer with regard to its continuing disclosure undertakings for its new issuances and its selection of a dissemination agent under its continuing disclosure undertakings; provided that, upon the mutual agreement of the Issuer and

HilltopSecurities, HilltopSecurities may serve as dissemination agent under one or more of the Issuer's continuing disclosure undertakings upon such terms as the parties shall agree, with such service as dissemination agent being expressly excluded from the scope of this Agreement.

**II. Baseline Advice on Outstanding Issuances of Municipal Securities.** HilltopSecurities shall provide baseline on-going advice to the Issuer on any outstanding issuances throughout the term of this Agreement, which may include, depending on the specific circumstances of such issuance and any request or direction of the Issuer:

1. ***Exercising Calls.*** Providing advice and assistance to the Issuer with regard to exercising any calls of outstanding municipal securities unrelated to a refunding of such securities.
2. ***Refundings and Tender Offers.*** Providing advice to the Issuer with regard to opportunities for refundings of outstanding issuances or to make tender offers for outstanding issuances, whether by means of a new issuance, bank loans, or other funds of the Issuer, but not including serving as advisor in connection with the specific transaction through which such refunding or tender offer is effected. Transaction-based advice in connection with a specific new issuance of bonds to effectuate any such refunding or tender offer would be provided within the scope of Municipal Advisory Services for new issuances described in Section I above. Transaction-based advice in connection with a specific bank loan or other transaction to effectuate any such refunding or tender offer, other than by means of a new issuance of bonds would be provided pursuant to a separate agreement as described in Section IV below.
3. ***Continuing Disclosure.*** Providing advice to the Issuer with regard to continuing disclosure undertakings for outstanding issuances; processes, policies and procedures to comply with continuing disclosure undertakings; and coordination of continuing disclosure obligations arising from different continuing disclosure undertakings for its various issuances. However, the preparation of continuing disclosure documents, other than in the capacity of dissemination agent under a continuing disclosure undertaking, would be provided within the scope of other services described in Section V. below.

**III. Particularized Services on Outstanding Issuances of Municipal Securities.** HilltopSecurities may provide to the Issuer certain additional advisory or related services in connection with particular outstanding issuances or matters affecting multiple outstanding issuances throughout the term of this Agreement, which may include, depending on the specific circumstances of such issuance and any request or direction of the Issuer:

1. ***Other Post-Sale Services.*** Reviewing the transaction features and documentation of outstanding issuances with legal counsel for the Issuer, bond counsel, auditors and other experts and consultants retained by the Issuer and assisting in developing appropriate responses to legal processes, audit procedures, inquiries, internal reviews and similar matters, or other services related to one or more outstanding issuances as may be agreed to by the Issuer and HilltopSecurities.
2. ***Brokerage of Municipal Escrow Investments.*** At the request of the Issuer, brokering the purchase of municipal escrow investments in connection with a refunding of an outstanding issuance, together with any recommendations by HilltopSecurities (but not by First Southwest Asset Management, LLC as an investment adviser) with respect to such brokerage.

**IV. Services as Independent Registered Municipal Advisor (“IRMA”).** At the written request of the Issuer, HilltopSecurities shall, as the Issuer’s IRMA, review and provide advice to the Issuer in connection with any recommendations, proposals, ideas or matters suggested or otherwise communicated by a third party to the Issuer with respect to the same aspects of the issuance of municipal securities or municipal financial products that are within the scope of Municipal Advisory Services. There are no aspects of the issuance of municipal securities or municipal financial products that are outside the scope of Municipal Advisory Services set forth in this Appendix.

**V. Other Services Relating to Municipal Securities.** HilltopSecurities agrees to make available to the Issuer other services relating to municipal securities, when so requested by the Issuer and subject to the agreement by Issuer and HilltopSecurities regarding the specific requirements with respect to such services, which requirements shall be made part of the scope of Municipal Advisory Services and included in this Appendix as an amendment or addendum, which services may include, without limitation:

1. ***Capital Improvement Programs.*** Providing advice and assistance in the development of any capital improvement programs of the Issuer.
2. ***Long-Range Planning.*** Providing advice and assistance in the development of other long-range financing plans of the Issuer.
3. ***Refundings and Tender Offers.*** Providing advice and assistance in executing a refunding or tender offer of an outstanding issuance other than by means of refunding bonds, such as by means of a bank loan or other funds of the Issuer.
4. ***Continuing Disclosure Documents.*** Preparing and providing advice with regard to the content of continuing disclosure documents in compliance with the Issuer’s continuing disclosure undertakings for its outstanding issuances, other than in the capacity of dissemination agent under a continuing disclosure undertaking.

\* \* \* \* \*

As provided in paragraph D of Section I of the Agreement, amendments to this Appendix A may be effected by replacement of this Appendix A with a new version hereof or by the addition of an addendum to this Appendix A, and this Appendix A, as it may have been amended, shall be dated and effective as of the most recent of the date set forth in any such amendment or the date set forth in any addendum to this Appendix A.

## **APPENDIX B FORM AND BASIS OF COMPENSATION**

This Appendix B sets out the form and basis of compensation to HilltopSecurities for the Municipal Advisory Services provided under this Agreement as set forth in Appendix A; provided that the compensation arrangements set forth in this Appendix B shall also apply to any additional services hereafter added to the scope of the Municipal Advisory Services, unless otherwise provided in the amendment to the Agreement relating to such change in scope of Municipal Advisory Services as provided in paragraph D of Section I of the Agreement.

**I. New Issuances of Municipal Securities.** The fees due HilltopSecurities in connection with the Municipal Advisory Services set forth in Section I of Appendix A hereto for each new issuance of municipal securities, will not exceed those contained in our fee schedule as listed below:

\$20,000	for the first	\$1,000,000 of municipal securities issued
plus \$4.00 per \$1,000	for the first	\$4,000,000 of municipal securities issued
plus \$2.00 per \$1,000	for the next	\$5,000,000 of municipal securities issued
plus \$1.00 per \$1,000	for the next	\$40,000,000 of municipal securities issued
plus \$0.75 per \$1,000	thereafter	

The above charges shall be multiplied by 1.25 for an issuance of municipal securities for which HilltopSecurities participates in the completion of an application to a federal or state government agency or for the issuance of revenue bonds, refunding bonds or variable rate bonds, reflecting the additional services required.

The fees for Grant Funding and or Principal Forgiveness Financing due HilltopSecurities, separate from fees due to HilltopSecurities for delivery of bonds or other indebtedness, will be based on a flat fee, as listed below, for the portion of the grant funding or principal amount to be forgiven.

Pertaining to receiving total or combined funding, including any portions to be funded through delivery of bonds or loan agreement, in the approximate amounts up to \$17,000,000 through the Texas Water Development Board Principal Forgiveness Programs, HilltopSecurities will charge a flat fee for either the Grant Funding and or Principal Forgiveness Financing portions, not to exceed \$20,000.

The payment of charges as set forth in this Section I for new issuances shall be contingent upon the delivery of the new issuance and shall be due at the time that the municipal securities and/or principal forgiveness funds are delivered.

**II. Baseline Advice on Outstanding Issuances of Municipal Securities.** There shall be no additional fees due HilltopSecurities in connection with the Municipal Advisory Services set forth in Section II of Appendix A hereto, with the understanding that such services are integral to HilltopSecurities' engagement as municipal advisor to the Issuer and HilltopSecurities shall be compensated for such services through and as part of the fees paid for the other services provided by HilltopSecurities hereunder.

**III. Particularized Services on Outstanding Issuances of Municipal Securities.** In connection with Other Post-Sale Services described in Section III of Appendix A hereto, HilltopSecurities shall provide those services at no additional cost.

In connection with the brokerage of municipal escrow investments described in Section III of Appendix A hereto, HilltopSecurities shall charge a commission that is normal and customary for investments of that type under then-current market conditions and shall disclose such commission to the Issuer so that the Issuer may consider the information in making its investment decision.

**IV. Third-Party Recommendations, Proposals, Ideas or Other Matters as IRMA.** In connection with its review of and advice on third-party recommendations to Issuers as an IRMA as described in Section IV of Appendix A hereto, HilltopSecurities shall provide those services at no additional cost.

**V. Other Services Relating to Municipal Securities.** In connection with any services described in Section V of Appendix A hereto requested by the Issuer and agreed to by HilltopSecurities, the fees due with respect to any such services shall be as agreed to by the parties hereto, which terms shall be made part of the compensation provided under this Agreement and shall be included in this Appendix as an amendment or addendum hereto.

**VI. Expenses.** The Issuer shall be responsible for the following expenses in connection with the Municipal Advisory Services (including any additional services hereafter added to the scope of the Municipal Advisory Services), if and when applicable, whether they are charged to the Issuer directly as expenses or charged to the Issuer by HilltopSecurities as reimbursable expenses: bond counsel fees and expenses, bond printing costs, bond ratings fees and expenses, computer structuring costs, credit enhancement fees and expenses, accountant fees for verifications and related activities in connection with refundings, official statement preparation and printing, paying agent/registrar/trustee fees and expenses, travel expenses, underwriter and underwriter's counsel fees and expenses, and other miscellaneous expenses incurred by HilltopSecurities in the furtherance of any matter for which it serves as municipal advisor, including copy, delivery, phone and other charges normally incurred in connection with engagements of this type.

The Issuer agrees that any expense that it requests that HilltopSecurities pay to any third party on the Issuer's behalf shall be made in writing and shall be in accordance with paragraph C of Section III of the Agreement.

The payment of reimbursable expenses that HilltopSecurities has assumed on behalf of the Issuer shall NOT be contingent upon the delivery of a new issuance of municipal securities or the completion of any other transactions for which such expenses have been assumed and shall be due at the time that services are rendered and payable upon receipt of an invoice therefor submitted by HilltopSecurities, unless otherwise provided for in any amendment or addendum hereto in connection with the compensation arrangements for any services provided under the Agreement for which such amendment or addendum is required.

## APPENDIX C MUNICIPAL ADVISOR DISCLOSURE STATEMENT

This disclosure statement (“Conflict Disclosures”) is provided by **Hilltop Securities Inc.** (“the Firm”) to you (the “Client”) in connection with our current municipal advisory agreement, (“the Agreement”). These Conflict Disclosures provide information regarding conflicts of interest and legal or disciplinary events of the Firm that are required to be disclosed to the Client pursuant to MSRB Rule G-42(b) and (c)(ii).

### **PART A – Disclosures of Conflicts of Interest**

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

***Material Conflicts of Interest*** – The Firm makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under the Agreement with the Firm, together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

***General Mitigations*** – As general mitigations of the Firm’s conflicts, with respect to all of the conflicts disclosed below, the Firm mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates the Firm to deal honestly and with the utmost good faith with Client and to act in Client’s best interests without regard to the Firm’s financial or other interests. In addition, because the Firm is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of the Firm is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, the Firm’s municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of the Firm potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

**I. Affiliate Conflict.** The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm’s advisory activities within the Scope of Services outlined in the Agreement. Hilltop Securities Asset Management (HSAM), a SEC-registered affiliate of the Firm, provides post issuance services including arbitrage rebate and treasury management. The Firm’s arbitrage team verifies rebate and yield restrictions on the investments of bond proceeds on behalf of clients in order to meet IRS restrictions. The treasury management division performs portfolio management/advisor services on behalf of public sector clients. The Firm, through affiliate Hilltop Securities Asset Management (HSAM), provides a multi-employer trust tailor-made for public entities which allows them to prefund Other Post-Employment Benefit liabilities. The Firm has a structured products desk that provides advice to help clients mitigate risk through investment management, debt management and commodity price risk management products. These products consist of but are not limited to swaps (interest rate, currency, commodity), options, repos, escrow structuring and other securities. Continuing Disclosure services provided by the Firm work with issuers to assist them in meeting disclosure requirements set forth in SEC rule 15c2-12. Services include but are not limited to ongoing maintenance of issuer compliance, automatic tracking of issuer’s annual filings and public notification of material events. The Firm administers government investment pools. These programs offer governmental entities

investment options for their cash management programs based on the entities specific needs. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

**II. PlainsCapital Bank Affiliate Conflict.** The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm's advisory activities within the Scope of Services outlined in the Agreement. Affiliate, PlainsCapital Bank, provides banking services to municipalities including loans and custody. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

**III. Other Municipal Advisor or Underwriting Relationships.** The Firm serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, the Firm serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, the Firm could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of the Firm to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that the Firm serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair the Firm's ability to fulfill its regulatory duties to Client.

**IV. Secondary Market Transactions in Client's Securities.** The Firm, in connection with its sales and trading activities, may take a principal position in securities, including securities of Client, and therefore the Firm could have interests in conflict with those of Client with respect to the value of Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, the Firm or its affiliates may submit orders for and acquire Client's securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Client in that it could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing of Client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by the Firm to Client under this Agreement.

**V. Broker-Dealer and Investment Advisory Business.** The Firm is dually registered as a broker-dealer and an investment advisor that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which

may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of Client, may be undertaken on behalf of, or as counterparty to, Client, personnel of Client, and current or potential investors in the securities of Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of Client, such as when their buying or selling of Client's securities may have an adverse effect on the market for Client's securities, and the interests of such other clients could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from the firm effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by the Firm to Client.

**VI. Compensation-Based Conflicts.** Fees that are based on the size of the issue are contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for the Firm to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

Fees based on a fixed amount are usually based upon an analysis by Client and the Firm of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by the Firm. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Firm may suffer a loss. Thus, the Firm may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

Hourly fees are calculated with, the aggregate amount equaling the number of hours worked by Firm personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Client and the Firm do not agree on a reasonable maximum amount at the outset of the engagement, because the Firm does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

## **PART B – Disclosures of Information Regarding Legal Events and Disciplinary History**

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, the Firm sets out below required disclosures and related information in connection with such disclosures.

**I. Material Legal or Disciplinary Event.** The Firm discloses the following legal or disciplinary events that may be material to Client's evaluation of the Firm or the integrity of the Firm's management or advisory personnel:

- For related disciplinary actions please refer to the Firm's [BrokerCheck](#) webpage.

- The Firm self-reported violations of SEC Rule 15c2-12: Continuing Disclosure. The Firm settled with the SEC on February 2, 2016. The firm agreed to retain independent consultant and adopt the consultant's finding. Firm paid a fine of \$360,000.
- The Firm settled with the SEC in matters related to violations of MSRB Rules G-23(c), G-17 and SEC rule 15B(c) (1). The Firm disgorged fees of \$120,000 received as financial advisor on the deal, paid prejudgment interest of \$22,400.00 and a penalty of \$50,000.00.
- The Firm entered into a Settlement Agreement with Rhode Island Commerce Corporation. Under the Settlement Agreement, the firm agreed to pay \$16.0 million to settle any and all claims in connection with The Rhode Island Economic Development Corporation Job Creation Guaranty Program Taxable Revenue Bond (38 Studios, LLC Project) Series 2010, including the litigation thereto. The case, filed in 2012, arose out of a failed loan by Rhode Island Economic Development Corporation. The firm's predecessor company, First Southwest Company, LLC, was one of 14 defendants. HilltopSecurities' engagement was limited to advising on the structure, terms, and rating of the underlying bonds. Hilltop settled with no admission of liability or wrongdoing.
- On April 30, 2019, the Firm entered into a Settlement Agreement with Berkeley County School District of Berkeley County, South Carolina. The case, filed in March of 2019, arose in connection with certain bond transactions occurring from 2012 to 2014, for which former employees of Southwest Securities, Inc., a predecessor company, provided financial advisory services. The Firm agreed to disgorge all financial advisory fees related to such bond transactions, which amounted to \$822,966.47, to settle any and all claims, including litigation thereto. Under the Settlement Agreement, the Firm was dismissed from the lawsuit with prejudice, no additional penalty, and with no admission of liability or wrongdoing.

**II. How to Access Form MA and Form MA-I Filings.** The Firm's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at [Forms MA and MA-I](#). The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by the Firms in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by the Firm on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org/>, and the Firm's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov/>. For purposes of accessing such BrokerCheck reports or Form ADV, click previous hyperlinks.

### **PART C – Future Supplemental Disclosures**

As required by MSRB Rule G-42, this Municipal Advisor Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Firm. The Firm will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

**MASTER CONTRACT FOR PROFESSIONAL SERVICES**

**CONTRACT** Date: May 1, 2020

**CLIENT:** City of Willow Park

Project Name: Wastewater Treatment Improvements

Project Location: Willow Park, Texas

Project Number: 15013

This **CONTRACT** is made and entered into on the 1<sup>st</sup> day of May, 2020, by and between the City of Willow Park, whose address is 516 Ranch House Road, Willow Park, Texas 76087 hereinafter called **CLIENT**, and Jacob & Martin, LLC, whose address is 1508 Santa Fe Drive, Suite 203, Texas 76086, hereinafter called **JM**. The **CLIENT** engages **JM** to perform professional services for the Project described above.

**SECTION I - SERVICES**

A. **JM** shall provide professional services as described in ATTACHMENT "A".

B. **JM** has assigned Derek Turner, P.E. as the Project Manager for this **CONTRACT** described above.

C. **JM** will serve as **CLIENT**'s professional engineering representative in those phases of the Project to which this **CONTRACT** applies and will give consultation and advice to **CLIENT** during the performance of **JM**'s services.

**SECTION II - COMPENSATION**

A. The method of payment by **CLIENT** to **JM** for services provided under this **CONTRACT** shall be:

  X   Lump Sum          Total Amount \$670,000  
       Hourly, not to exceed Amount \$             
  X   Hourly

Planning phase services shall be paid at a lump sum fee of \$205,000. Hourly rates shall be as described in ATTACHMENT "B". For multiple project services or phases, a breakdown of individual costs and associated scope will be provided in ATTACHMENT "B".

B. For and in consideration of the Basic Services to be rendered by **JM**, the **CLIENT** shall pay, and **JM** shall receive compensation hereinafter set forth for the Design and Construction Phases of the project. All remittances by the **CLIENT** of such compensation shall either be mailed or delivered to **JM**'s office in Abilene, Taylor County, Texas.

1. **DESIGN AND CONSTRUCTION PHASES:** Payment for the Basic Services under the Design and Construction Phases of the Project listed in the Attachment A "Scope of Services" of this Agreement and as set forth herein shall be paid at a lump sum fee of \$670,000.00.

2. The total of the monthly engineering payments for engineering design shall not exceed eighty percent (80%) of the total compensation with twenty percent (20%) being paid during construction.

Design Fee  
 $(\$670,000 \times 80\%) = \$536,000.00$

Construction Review  
 $(\$670,000 \times 15\%) = \$100,500.00$

Final Fee  
 $(\$670,000 \times 5\%) = \$33,500.00$

3. The compensation for preliminary engineering and design services shall be payable as follows:

(1) A sum of eighty percent (80%) of the total compensation, payable for the design phase of the project which shall include completion and submission of the construction drawings, specifications, cost estimates and contract documents and the acceptance of same by the **CLIENT**. Monthly statements for work performed during the Design Phase of the project will be submitted to the **CLIENT** for reimbursement to **JM**. These monthly statements will reflect the percentage of completion of the construction plans and contract documents, multiplied by the total estimated amount of reimbursement due **JM** for completion of the Design

Phase. At no time shall the sum of the monthly statements exceed eighty percent (80%) of the total \$670,000.00 fee due **JM**.

(2) A sum equal to fifteen percent (15%) of the compensation will be paid on a monthly basis for construction review work during the construction period and for the preparation of the monthly estimates and change orders, on a percentage ratio identical to that approved by **JM** as a basis on which to make partial payments to the Contractor(s).

4. However, final five percent (5%) payment under this paragraph and of such additional sums as are due **JM** by reason of any necessary adjustments in the payment computations will be in an amount so that the aggregate of all sums paid to **JM** under Section II will equal one hundred percent (100%) of the lump sum fee. Final payment shall not be made until it is determined that all services required by this Contract have been completed.

C. Additional Services listed in Attachment A shall be paid by the Hour and Expense per Attachment B.

### SECTION III - CLIENT'S RESPONSIBILITIES

A. The **CLIENT** shall designate a Project Manager during the term of this **CONTRACT**. The **CLIENT**'s project manager has the authority to administer this **CONTRACT** and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by the **CLIENT** on any aspect of the work shall be directed to the **CLIENT**'s project manager.

B. The **CLIENT** shall review submittals by **JM** and provide prompt response to questions and rendering of decisions pertaining thereto to minimize delay in the progress of **JM**'s work. The **CLIENT** will keep **JM** advised concerning the progress of the **CLIENT**'s review of the work.

C. The **CLIENT** shall provide full requirements for the Project.

D. **CLIENT** shall assist **JM** by placing

at **JM**'s disposal all available information pertinent to the Project, including previous reports and any other data relative to the Project's design and construction.

E. **CLIENT** shall furnish **JM** property, boundary, right-of-way, topographic and utility surveys; core borings, probings and subsurface exploration; hydrographic surveys, laboratory tests and inspections of samples and materials in **CLIENT**'s possession or to which **CLIENT** has reasonable access, all of which **JM** may rely on in providing the services described on ATTACHMENT "A".

F. **CLIENT** will guarantee access and make all provisions for **JM** to enter on public and private lands as required for **JM** to perform work under this **CONTRACT**.

G. **CLIENT** will examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by **JM** and render pertinent decisions in writing within a reasonable time, so as not to delay the work of **JM**.

H. Unless included in **JM**'s services as described on ATTACHMENT "A", **CLIENT** shall advertise for proposals from bidders, open the proposals at the appointed time and place, and pay for all incidental costs.

I. **CLIENT** will provide any legal, accounting and insurance counseling services required for the Project.

J. **CLIENT** will designate in writing its Project Manager as a person to act as **CLIENT**'s representative with respect to the work to be performed under this **CONTRACT** who will have complete authority to transmit instructions, receive information and interpret and define **CLIENT**'s policies and decisions with respect to materials, equipment, elements and systems pertinent to the services provided by **JM** pursuant to this **CONTRACT**.

K. **CLIENT** shall give prompt written notice to **JM** whenever **CLIENT** observes or otherwise becomes aware of any defect in the Project.

L. Unless included in **JM**'s services as described in ATTACHMENT "A", **CLIENT** shall obtain approval of all governmental authorities having jurisdiction over the Project and obtain approvals and consents from other individuals or bodies as may be necessary for completion of the Project.

M. If the Project involves more than one

general contract, or separate construction contracts for different building trades or separate equipment contracts, **CLIENT** will ensure that the general conditions of all contracts are substantially identical.

N. When required, **CLIENT** shall provide title searches, legal descriptions, detailed ALTA surveys and environmental assessments to the extent necessary for **CLIENT** to proceed with right-of-way acquisition.

#### **SECTION IV – JM'S RESPONSIBILITY**

A. **JM** shall diligently and competently render engineering services which shall be reasonably necessary or advisable for the expeditious, economical and sound design of that portion of the Project included in ATTACHMENT "A" hereto and for such other preparatory work as is necessary to place such portion of the Project in service, except where such duties are excluded from the terms of this **CONTRACT**.

B. **JM** shall take out and maintain through the contract period minimum insurance as set forth on ATTACHMENT "C".

C. **JM** shall prepare in collaboration with **CLIENT**, a work in progress report schedule.

D. **JM** shall prepare, pursuant to the attachments to this **CONTRACT**, complete and detailed plans and specifications, drawings, maps and other documents as required for the construction of the Project (all of the foregoing being herein sometimes collectively called the "Plans and Specifications").

E. All Plans and Specifications and other documents required to be prepared or submitted by **JM** under this **CONTRACT** shall conform to industry standards generally acceptable on the date of this **CONTRACT**.

#### **SECTION V – TERMS AND CONDITIONS**

A. This **CONTRACT** shall be governed by the laws of the State of Texas.

B. All reports, plans, specifications, computer files and other documents prepared by **JM** as instruments of service shall remain the property of **JM**. **JM** shall retain all common law, statutory and other reserved rights including copyrights.

C. The obligations and duties to be performed by **JM** under this **CONTRACT** shall be performed by persons qualified to perform such duties efficiently. **JM** may, at its option, replace any resident

engineer or other person employed by **JM** in connection with the Project. The term "engineer" or "resident engineer" as used in this **CONTRACT** shall mean a person properly trained and experienced to perform the services required under the terms of this **CONTRACT**, and does not mean that the person performing those duties must be a licensed or a registered professional engineer.

D. **JM** shall comply with all applicable statutes pertaining to engineering and warrants that the Project Engineer possesses a license issued to him or her by the State of Texas, and that such license has not been revoked or suspended and is in full force and effect on the date of this **CONTRACT**.

E. Prior to the time when any payment shall be made to **JM** pursuant to this **CONTRACT**, **JM**, if requested by the **CLIENT**, shall furnish to the **CLIENT**, as a condition precedent to such payment, a certificate to the effect that all salaries or wages earned by the employees of **JM** in connection with the Project have been fully paid by **JM** up to and including a date not more than thirty (30) days prior to the date of such invoice. Before the time when the final payment provided to be made pursuant to this **CONTRACT** shall be made to **JM** by **CLIENT**, **JM** shall also furnish to **CLIENT** as a condition precedent to such payment, a certificate that all of the employees of **JM** have been paid by it for services rendered by them in connection with the Project and that all other obligations which might become a lien upon the Project have been paid.

F. **CLIENT** shall have the right, upon reasonable notice, to inspect and audit all payrolls, records and accounts of **JM** relevant to the work for the purposes of this **CONTRACT** and **JM** agrees to provide all reasonable facilities necessary for such inspection and audit.

G. Compensation payable to **JM** under any of the attachments to this **CONTRACT** shall be in addition to taxes or levies (excluding federal, state and local income taxes), which may be assessed against **JM** by the state or political subdivision directly on services performed or payments for services performed by **JM** pursuant to this **CONTRACT**. Such taxes or levies, which **JM** may be required to collect or pay, shall in turn, be added by **JM** to invoices submitted to **CLIENT** pursuant to this **CONTRACT**.

H. Interest at the rate of twelve percent (12%) per annum shall be paid by **CLIENT** to **JM** on any unpaid balance due **JM** commencing forty-five (45) days after the due date, provided that the delay in

payment beyond the due date shall not have been caused by any condition within the control of **JM**. Such compensation shall be paid ten (10) days after the amount of the interest has been determined. All amounts received by **JM** shall be applied first to accrued unpaid interest and then to outstanding invoices for services and associated expenses.

I. The obligations of **JM** under this **CONTRACT** shall not be assigned without the approval in writing of **CLIENT**.

J. If, after execution of this **CONTRACT**, a service not listed on ATTACHMENT "A" is added to this **CONTRACT**, an amendment to this **CONTRACT** is required.

K. Indemnification provisions with respect to this **CONTRACT** are set out in ATTACHMENT "D".

L. If the performance of the **CONTRACT**, or of any obligation hereunder is prevented, restricted or interfered with by reason of fires, breakdown of plant, labor disputes, embargoes, government ordinances or requirements, civil or military authorities, acts of God or the public enemy, acts or omissions of carriers, or other causes beyond the reasonable control of the party whose performance is affected, then the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-for-day basis to the extent of such prevention, restriction or interference (and the other party shall likewise be excused from performance of its obligations on the day-for-day basis to the extent such party's obligations relate to the performance so prevented, restricted or interfered with); provided that the party so affected shall use its best efforts to avoid or remove such causes.

M. **CLIENT** and **JM** agree to submit to binding arbitration as a required resolution of any disputes arising under this **CONTRACT**. **JM** and **CLIENT** agree that, prior to submission to binding arbitration, any disputes arising under this **CONTRACT** shall first be submitted to mediation.

N. **CLIENT** and **JM** acknowledge and agree that each party has invested significant time and resources in the recruitment and training of its employees. Therefore, to the extent permitted by applicable law, both parties agree that during the term of this **CONTRACT**, and for one (1) year thereafter, neither party will directly or indirectly solicit or seek to employ the employees of the other party except by mutual agreement of **CLIENT** and **JM**.

## SECTION VI – TESTS AND INSPECTIONS

It shall be **CLIENT**'s responsibility to arrange for all required tests and site inspections necessary to insure that work and materials performed by **JM** and/or other contractors are properly performed in a timely manner in accordance with the plans, specifications, contract documents and **JM**'s recommendations.

## SECTION VII – RESPONSIBILITIES

Except as expressly provided elsewhere in this **CONTRACT**, **JM**'s work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. **JM** shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare unless the scope of work set out on ATTACHMENT "A" hereto includes construction site inspection services. **JM**'s work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the **CONTRACT** documents.

## SECTION VIII – WARRANTY

A. **JM**'s services will be performed, its findings obtained and its reports prepared in accordance with the scope of work as described in ATTACHMENT "A" hereto. In performing its professional services, **JM** will use that degree of care and skill ordinarily exercised under the same or similar circumstances by members of the engineering profession. **CLIENT** recognizes that conditions may vary from those observed at specific locations where borings, surveys or other site explorations are made, and that site conditions may change over time. This warranty is in lieu of all other warranties or representations, either express or implied.

B. If **JM** or any of its employees, officers or agents be found to have been negligent in the performance of its work or to have made and breached any express or implied warranty, representation or contract, **CLIENT**, all parties claiming through **CLIENT** and all parties claiming to have in any way relied upon **JM**'s work must bring any actions arising from the same in the State of Texas in a court of competent jurisdiction. Venue for any action brought pursuant to this paragraph shall lie in Taylor County, Texas.

C. The foregoing notwithstanding, **JM** shall not be liable for consequential and/or exemplary

damages. No action or claim, whether in tort, contract or otherwise, may be brought against **JM**, arising from or related to this **CONTRACT** after the expiration date under the statute of limitations provided for such action under Texas law.

#### **SECTION IX - TERMINATION**

Either party to this **CONTRACT** may terminate the **CONTRACT** by giving to the other party ten (10) days written notice. Upon delivery of this notice by the **CLIENT** to **JM**, and upon expiration of the ten (10) day period, **JM** shall discontinue all services in connection with the performance of this **CONTRACT** and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this **CONTRACT**. As soon as practical after the receipt of a notice of termination, **JM** shall submit a statement showing in detail the services performed under this **CONTRACT** to the date of termination. **CLIENT** shall then pay **JM** to the date of termination. **CLIENT** shall then pay **JM** promptly that proportion of the prescribed charges which the services actually performed bear to the total services called for under this **CONTRACT**, less payments on account which have been previously made. Copies of all completed or partially completed designs, plans and specifications prepared under this **CONTRACT** shall be delivered to **CLIENT** when and if this **CONTRACT** is terminated.

#### **SECTION X - NOTICES**

All notices required by this **CONTRACT** shall be sent by United States Postal Service, Federal Express or hand delivery to the addresses on Page 1 of this **CONTRACT**.

#### **SECTION XI – CONFLICT OF INTEREST**

**JM** agrees to disclose any financial or economic interest in or with the Project Property, or any property affected by the Project, existing prior to the execution of this **CONTRACT**. Further, **JM** agrees to disclose any financial or economic interest in or with the Project Property, or any property affected by the Project, if **JM** gains such interest during the course of this **CONTRACT**. If **JM** gains financial or economic interest in the Project Property during the course of this **CONTRACT**, **CLIENT** may in its sole discretion, terminate this **CONTRACT**. **JM** shall not engage the services of any present or former employee of **CLIENT** who was involved as a decision-maker in the selection or approval processes, or who negotiated or approved billings or contract modifications for this **CONTRACT**. **JM** agrees that it will not perform

services on this Project for the general contractor, any subcontractor or any supplier of or for this Project. **JM** will not negotiate or make any agreement with the contractor, any subcontractor or any supplier with regard to any of the work under this Project or any services, equipment or facilities to be used on this Project.

#### **SECTION XII – COVENANT AGAINST CONTINGENT FEES**

**JM** affirms that it has not employed or retained any company or person, other than a bona fide employee working for **JM**, to solicit or secure this **CONTRACT**, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this **CONTRACT**. For a breach or violation of this section, **CLIENT** may terminate this **CONTRACT** without liability, or in its discretion may deduct from the **CONTRACT** a price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

#### **SECTION XIII – ADDITIONAL SERVICES**

Additional services which are outside the scope of ATTACHMENT "A" to this **CONTRACT** shall not be performed by **JM** without prior written authorization from **CLIENT**. Additional services, when authorized by and additional contract or an amendment to this **CONTRACT** shall be compensated for by a fee mutually agreed upon in writing between **CLIENT** and **JM**.

#### **SECTION XIV – SUCCESSORS AND ASSIGNS**

This **CONTRACT** shall not be assignable except pursuant to the written consent of **CLIENT** and **JM**. If assigned, this **CONTRACT** shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this **CONTRACT** to be duly executed and agree that this **CONTRACT** will be effective on the date first shown, said date being the 1<sup>st</sup> day of May, 20 20.

SIGNED:

**CITY OF WILLOW PARK**

By: \_\_\_\_\_

Doyle Moss  
Printed Name

Mayor  
Title

**JM** warrants that the person who is signing this **CONTRACT** on behalf of **JM** is authorized to do so and to execute all other documents necessary to carry out the terms of this **CONTRACT**.

**JACOB AND MARTIN, LLC**

By: Derek Turner

Derek Turner, P.E.  
Printed Name

Vice-President  
Title

**ATTACHMENT A**  
**TO MASTER CONTRACT FOR PROFESSIONAL SERVICES**  
**SCOPE OF WORK**

Jacob & Martin, LLC will provide the following project-related engineering services to the District, including but not limited to:

- Process and submit the funding application.
- Preliminary engineering design and planning of the project.
- Basic services include all engineering and design required to produce construction drawings and specifications needed to bid the project. Also, assistance during the bidding and contractor selection phases is part of the Basic Services.
- Periodic inspection, contractor pay request review, and other general construction review activities are part of the Basic Services.
- Final inspection and as built plan completion and submission are part of the Basic Services.
- Compose the environmental assessment according to Attachment B.
- Topographic design surveying according to Attachment B.
- Construction layout surveying according to Attachment B.
- TXDOT and /or TCEQ permitting according to Attachment B.
- Construction materials testing according to Attachment B.
- Permitting of a New Wastewater Treatment Plant according to Attachment B.
- On-site continuous inspection (if requested by the City) according to Attachment B.



INTEGRITY  
EXCELLENCE  
TRUST

**ATTACHMENT B**  
**FEES FOR PROFESSIONAL SERVICES**

Principal	\$ 200.00
Licensed Architect-1	170.00
Licensed Architect-2	140.00
Architectural Associate	100.00
Registered Professional Engineer-1	175.00
Registered Professional Engineer-2	145.00
Engineer-in-Training (E.I.T.)	115.00
Engineering Technician-1	110.00
Engineering Technician-2	90.00
Engineering/Architectural Intern	45.00
Environmental Scientist	100.00
Environmental Technician	65.00
GIS Technician-1	100.00
GIS Technician-2	70.00
CAD Draftsman-1	90.00
CAD Draftsman-2	75.00
Senior Land Man	75.00
Registered Professional Land Surveyor	150.00
Surveyor-in-Training (S.I.T.)	100.00
Resident Project Representative-1	90.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	110.00
Resident Project Representative-2	75.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	90.00
Licensed Water/Wastewater Operator	75.00
Clerical-1	60.00
Clerical-2	50.00

**FIELD WORK**

1-Man Crew or Technician	\$ 90.00
2-Man Crew	140.00
3-Man Crew	160.00
GPS Equipment	60.00
Robotic Total Station	50.00
Vehicle Charge (per day) plus IRS rate per mile	50.00

**A FACTOR OF 1.1 SHALL BE APPLIED TO THE FOLLOWING**

1. Actual cost of subsistence and lodging
2. Actual cost of postage and shipping fees
3. Actual cost of materials required for the project used in surveying, drafting and associated activities
4. Actual cost of special tests and services of special consultants, if required

Effective 1/1/2020



325.695.1070  
817.594.9880  
806.368.6375



info@jacobmartin.com  
www.jacobmartin.com



3465 Curry Lane  
Abilene, TX 79606

1508 Santa Fe, Suite 203  
Weatherford, TX 76086

1014 Broadway  
Lubbock, TX 79401

TBPE Firm # 2448

TBAE Firm #: BR 2261

TBPLS Firm #: 10024300 - Abilene

TBPLS Firm #: 10193992 - Weatherford



INTEGRITY  
EXCELLENCE  
TRUST

### CONSTRUCTION MATERIALS ENGINEERING AND TESTING FEES

#### SERVICE TIME

Registered Professional Engineer	\$	175.00
Materials Technician Service Time		60.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)		80.00
Pier Observation, Hot Mix, Reinforcing Steel		75.00
Overtime (Weekends, Holidays or before 8 am or after 5 pm)		80.00

#### CONCRETE

Concrete Cylinder Compressive Strength Tests	26.00
Client Made Cylinder	30.00
Entrained Air Content Test	30.00
Slump Tests, when cylinders are not made	18.00
Concrete Mix Design	750.00
Concrete Design Confirmation Cylinder	25.00

#### SOILS

Atterberg Limits (Liquid Limit, Plastic Limit & P.I.)	75.00
Field Compaction Test	27.00
Moisture-Density Curve (Proctor)	280.00
Washed Sieve Analysis (Soil)	70.00
Washed Sieve Analysis (Base Material)	75.00
Unit Weight	45.00
Absorption	45.00
Decantation	45.00
Moisture Content	45.00

#### ASPHALT

Rice Theoretical Specific Gravity	\$	80.00
Field Density, Hot Mix (Nuclear Method)		31.00

Local Vehicle Charge (within 20 miles of Abilene) - \$25.00 per trip to the project  
Travel from and return to office at IRS rate per mile, plus service time at above rates  
Travel Charges (outside 20 miles of Abilene) – Round trip mileage at IRS current rate, plus

#### A FACTOR OF 1.1 SHALL BE APPLIED TO THE FOLLOWING

1. Actual cost of subsistence and lodging
2. Actual cost of postage and shipping fees
3. Actual cost of materials required for the project used in surveying, drafting and associated activities
4. Actual cost of special tests and services of special consultants, if required

Effective 01/01/2020



325.695.1070  
817.594.9880  
806.368.6375



info@jacobmartin.com  
www.jacobmartin.com



3465 Curry Lane  
Abilene, TX 79606

1508 Santa Fe, Suite 203  
Weatherford, TX 76086

1014 Broadway  
Lubbock, TX 79401

**ATTACHMENT C**  
**TO MASTER CONTRACT FOR PROFESSIONAL SERVICES**

**INSURANCE**

A. Types of Insurance. The types of insurance required in this **CONTRACT** are those indicated by initials below. If no initials appear on any of the Items 1 through 6, insurance described in Items 1 through 4 shall be required.

	<u>Type</u>	<u>Amount</u>
1.	Workers compensation (employer's liability statutory)	\$100,000.00 (per occurrence)
2.	Commercial (public) liability including but not limited to: premises / operations Independent Contractors Product / Completed operations Contractual liability Insuring above indemnity Explosion collapse and underground (where such exposures exist)	\$500,000.00 combined single limit for bodily injury and property damage (per occurrence)
3.	Business automobile liability to include coverage for: Owned / leased autos Non-owned autos Hired or rental vehicles	\$500,000.00 combined single limit for bodily injury and property damage (per occurrence)
4.	Liability (per occurrence)	\$500,000.00 combined single limit
5.	See addendum to this Attachment for special coverages and/or revisions	
6.	No insurance required	

B. General Requirements. **JM** agrees to purchase and maintain the type and amounts of insurance required above throughout the term of the **CONTRACT**. **JM** is solely responsible for providing the required Certificates of Insurance. The Certificates of Insurance shall:

1. Name **CLIENT** as an additional insured with respect to the operations for which this **CONTRACT** is made except for professional liability and workers compensation.
2. Provide for thirty (30) day advanced written notice of cancellation or material change.

3. The required insurance must be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies are subject to examination and approval by **CLIENT**.
4. The required insurance naming **CLIENT** as additional insured must be primary insurance and not contributing with any other insurance available to **CLIENT** under any third party liability policy.
5. **JM** must provide **CLIENT** with the required Certificates of Insurance or a certified copy of the required Certificates of Insurance on or before **CLIENT** executes the notice to proceed with any work under the **CONTRACT**. Thereafter, **JM** must furnish new Certificates of Insurance or certified copies of the same before the expiration date.

**ATTACHMENT D**  
**TO MASTER CONTRACT FOR PROFESSIONAL SERVICES**

**INDEMNITY**

A. **JM** shall hold **CLIENT** and **CLIENT**'s employees, agents, officers and directors harmless from any and all claims for injuries to persons or for damage to property happening by reason of any negligence, default or misconduct on the part of **JM**, its agents, servants or employees during the performance of this **CONTRACT**. This indemnity shall include, but not be limited to, all expenses of litigation, court costs and reasonable attorney's fees. **CLIENT** shall hold **JM** and **JM**'s employees, agents, officers and directors harmless from any and all claims for injuries to persons or for damage to property happening by reason of any negligence, default or misconduct on the part of **CLIENT**, his or its agents, servants or employees during the performance of this **CONTRACT**. This indemnity shall include, but not be limited to, all expenses of litigation, court costs and reasonable attorney's fees.

B. In no event will **JM** be liable for consequential damages, including loss of profits, loss of investment or other incidental damages incurred from **CLIENT**'s investment based on the scope of work to be performed by **JM** under this **CONTRACT**. **JM**'s total liability for work performed shall never exceed the amount paid by **CLIENT** for services performed under this **CONTRACT**.

**ATTACHMENT E**  
**TO MASTER CONTRACT FOR PROFESSIONAL SERVICES**  
**ADDITIONAL TERMS & CONDITIONS**

**SUBCONTRACTORS**

1) To drill test borings or perform other explorations, JM may engage a contractor experienced in this work. The Contractor's invoices plus a ten (10) percent service charge will be added to JM's invoice. On occasion, JM engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, these firms or other consultants will be used with Client's approval. The cost of such services plus a ten (10) percent service charge will be included in our invoice. Such specialists will be wholly responsible for their work product.

2) Alternatively, at Client's request, JM will recommend contractor(s) or specialist(s) for Client to enter into direct contract(s) with. In that event, invoices for these outside services will be mailed to Client for direct payment to the contractor(s). JM review and approval of each invoice will be provided on request. Under either alternative, JM does not guarantee and is not responsible for the performance of the contractor(s) or the accuracy of their results.

**GEOPHYSICAL AND GEOCHEMICAL  
INSTRUMENTATION SERVICES**

JM is equipped to provide specialized geophysical and geochemical instrumentation services according to project needs. Fees for these equipment services will be based on use charges at standard rates published by JM plus fees for consulting services.

**CUSTODY OF MATERIALS**

1) In the course of work, JM may take custody of and transport soil and/or water samples from Client's site. Upon the completion of evaluation and/or testing of such samples, JM reserves the right to return the samples to Client at Client's expense, and Client agrees to accept such samples and the responsibility for their proper and legal disposal.

2) At no time, under any circumstances, will JM personnel represent JM or themselves as generators of waste, hazardous or otherwise, which may have to be removed from or disposed of on a site, and JM personnel will not sign hazardous waste manifests on behalf of Client.

**RIGHT OF ENTRY**

Client will furnish right-of-entry on the site for JM to conduct the work. JM will take reasonable precautions to minimize damage to the land from use of equipment, but has not included in the fee the cost for restoration of damage that may result from site operations. If JM is required to restore the land to its former condition, this will be arranged and the cost plus ten (10) percent will be added to our fee.

**DAMAGE TO SUBSURFACE STRUCTURES**

Reasonable care will be exercised in locating subsurface structures in the vicinity of proposed subsurface explorations. This will include contact with the local agency coordinating subsurface utility information (i.e., "Call Before You Dig" service) and a review of plans provided by Client for the site to be investigated. JM shall rely upon any information provided by Client or Client's agent or representative. If the locations of underground structures are not known accurately or cannot be confirmed, then there will be a degree of risk to Client associated with conducting the work. In the absence of confirmed underground structure locations, Client agrees to accept the risk of damage and possible costs associated with repair and restoration of damage resulting from the exploration work.

**PETROLEUM PRODUCTS AND HAZARDOUS MATERIALS**

1) Petroleum products, hazardous materials, or asbestos may exist at a site where there is no reason to believe they should be present. If, at any time, evidence of the existence or possible existence of such substances is discovered, JM reserves the right to renegotiate any consulting agreement, the fees for our services and our continued involvement in the project. JM will notify Client as soon as possible should unanticipated hazardous materials or suspected hazardous materials be discovered.

2) The discovery of hazardous materials or suspected hazardous materials may make it necessary for JM to take immediate measures to protect human health and safety and/or the environment. Client agrees to compensate JM for the cost of any and all measures that, in our professional onsite judgment are justified to preserve and protect the health and safety of our personnel, Client's employees and/or the public, and/or the environment. In addition, Client waives any claims against JM and, to the full extent permitted by law, agrees to indemnify, defend and hold JM harmless from any and all claims, damages and liability, including but not limited to cost of defense, in any way connected with petroleum products, hazardous materials or asbestos.

**STANDARD OF CARE**

In accepting our proposal for consulting services, Client acknowledges the inherent risks associated with any subsurface investigation. In performing professional services, JM will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar localities. JM makes no express or implied warranty beyond our commitment to conform to this high standard of professional practice.



Norton Rose Fulbright US LLP  
2200 Ross Avenue, Suite 3600  
Dallas, Texas 75201-7932  
United States

Tel +1 214 855 8000  
Fax +1 214 855 8200  
nortonrosefulbright.com

July 28, 2020

Honorable Mayor and City Council  
City of Willow Park  
516 Ranch House Road  
Willow Park, TX 76087

Re: Bond Counsel Services

Mayor and Members of the City Council:

We sincerely appreciate the opportunity to continue to serve as bond counsel to the City. This letter confirms that Norton Rose Fulbright US LLP, will represent the City of Willow Park, Texas as bond counsel in connection with the proposed authorization, sale, and issuance of the bonds or other debt obligations (the "Obligations"). Your acceptance of that representation (the "Representation") becomes effective upon the execution and return of the enclosed copy of this letter.

### Terms of Engagement

This letter sets out the terms of our engagement in the Representation. Certain of those terms are included in the body of this letter, and additional terms are contained in the attached document, entitled *Additional Terms of Engagement*. That document is expressly incorporated into this letter, and it should be read carefully. The execution and return of the enclosed copy of this letter constitutes an unqualified agreement to all the terms set forth in this letter and in the attached *Additional Terms of Engagement*.

It is understood and agreed that our engagement is limited to the Representation. We are not being retained as general counsel, and our acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in this letter.

As bond counsel, we expect to perform the following duties:

- (1) subject to completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Obligations, the source of payment and security for the Obligations, and the federal income tax treatment of interest on the Obligations;

Norton Rose Fulbright US LLP is a limited liability partnership registered under the laws of Texas.

100779405.1/1001127851

Norton Rose Fulbright US LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP and Norton Rose Fulbright South Africa Inc are separate legal entities and all of them are members of Norton Rose Fulbright Verein, a Swiss verein. Norton Rose Fulbright Verein helps coordinate the activities of the members but does not itself provide legal services to clients. Details of each entity, with certain regulatory information, are available at [nortonrosefulbright.com](http://nortonrosefulbright.com).

- (2) prepare and review documents necessary or appropriate to the authorization, issuance, sale, and delivery of the Obligations, and coordinate the authorization and execution of such documents;
- (3) assist you in seeking from other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, sale, and delivery of the Obligations;
- (4) review legal issues relating to the structure of the Obligations;
- (5) prepare election proceedings if appropriate;
- (6) assist you in reviewing those sections of the official statement, private placement memorandum, or other form of offering or disclosure document which describe the terms of the Obligations and the opinion described in paragraph (1) above to be disseminated in connection with the sale of the Obligations; and
- (7) assist in presenting information relating to the legality of the Obligations to bond rating organizations and providers of credit enhancement if applicable.

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

Our engagement is to advise you with respect to legal issues only; we understand that you have engaged Hilltop Securities Inc. as your financial advisor, and unless otherwise instructed by you we will consult with and take direction from your financial advisor in the issuance of the Obligations. Our duties as bond counsel specifically do not include:

- (1) except as described in paragraph (6) above, or except as specifically engaged for such purpose, assisting in the preparation or review of an official statement or any other disclosure document with respect to the Obligations, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading;
- (2) preparing requests for tax rulings from the Internal Revenue Service;
- (3) preparing blue sky or investment surveys with respect to the Obligations;
- (4) drafting of state constitutional amendments or preparation of authorizing legislation;
- (5) making an investigation or expressing any view of the creditworthiness of you or of the Obligations or any obligor therefor;
- (6) except if specifically engaged for such purpose, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Obligations and, after initial delivery of the Obligations, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking;

(7) responding to Internal Revenue Service audits or Securities and Exchange Commission investigations; or

(8) any other matter not specifically set forth above that is not required to render the Bond Opinion.

### **Our Personnel Who Will Be Working on the Obligations**

I will have primary responsibility for servicing the account of the City. However, we have a project team approach, which project team would include myself and Leslie Robertson, a paralegal and tax support will be provided by Joy Ellis, a partner in our tax section. You may call, write, or e-mail me whenever you have any questions about the Representation. Other firm personnel, including firm lawyers and paralegals will participate in the Representation if, in our judgment, their participation is necessary or appropriate.

### **Our Legal Fees and Costs**

For and in consideration of serving as Bond Counsel, our suggested fee schedule is attached hereto as Attachment 1. It should also be noted that payment of our fee and the reimbursement of expenses is contingent on the issuance and delivery of the Obligations.

### **Conflicts of Interest**

Before accepting the Representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar our firm from representing you in connection with the issuance of the Obligations. Based on information available to us, we are not aware of any potential disqualification. We reviewed that issue in accordance with the rules of professional responsibility adopted in Texas. We believe that those rules, rather than the rules of any other jurisdiction, are applicable to the Representation; and the execution and return of the enclosed copy of this letter by you represents an express agreement to the applicability of those rules.

### **Conclusion**

This letter and the attached *Additional Terms of Engagement* constitute the entire terms of the engagement of Norton Rose Fulbright US LLP in the Representation. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written agreement signed both by you and Norton Rose Fulbright US LLP. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either the City of Willow Park, Texas or Norton Rose Fulbright US LLP.

Please carefully review this letter and the attached *Additional Terms of Engagement*. If both documents are acceptable, please sign and return the enclosed copy of this letter so that we may commence the Representation.

Sincerely,  
  
NORTON ROSE FULBRIGHT US LLP

By \_\_\_\_\_  
Kristen Savant

CITY OF WILLOW PARK, TEXAS, AGREES TO AND ACCEPTS THIS  
LETTER AND THE ATTACHED TERMS OF ENGAGEMENT:

CITY OF WILLOW PARK, TEXAS

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**ATTACHMENT 1  
FEE SCHEDULE**

Base fee of \$7,500.00, plus \$1.00 per \$1,000 in principal amount of Obligations issued, plus an additional \$5,000 if the Obligations are refunding bonds. This amount includes all out-of-pocket expenses, except for the Attorney General's examination fee.

## **NORTON ROSE FULBRIGHT US LLP**

### ***ADDITIONAL TERMS OF ENGAGEMENT***

This is a supplement to our engagement letter, dated July 28, 2020. The purpose of this document is to set out additional terms of our agreement to provide the representation described in our engagement letter (the "Representation") concerning representation of you in connection with the issuance of the Obligations described in the engagement letter. Because these additional terms of engagement are a part of our agreement to provide legal services, you should review them carefully and should promptly communicate to us any questions concerning this document. We suggest that you retain this statement of additional terms along with our engagement letter and any related documents.

#### **The Scope of the Representation**

As lawyers, we undertake to provide representation and advice on the legal matters for which we are engaged. It is important for our clients to have a clear understanding of the legal services that we have agreed to provide. Thus, if there are any questions about the scope of the Representation that we are to provide in connection with issuance of the Obligations, please raise those questions promptly, so that we may resolve them at the outset of the Representation.

Any expressions on our part concerning the outcome of the Representation, or any other legal matters, are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed.

Upon accepting this engagement on your behalf, Norton Rose Fulbright US LLP agrees to do the following: (1) provide legal counsel in accordance with these terms of engagement and the related engagement letter, and in reliance upon information and guidance provided by you; and (2) keep you reasonably informed about the status and progress of the Representation.

To enable us to provide effective representation, you agree to do the following: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request, (2) keep us apprised on a timely basis of all developments relating to the Representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with us.

Our firm has been engaged to provide legal services as Bond Counsel in connection with the Representation, as specifically defined in our engagement letter. After completion of the Representation, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities in regard to the Obligations. Unless we are actually engaged after the completion of the Representation to provide additional advice on such issues, the firm has no continuing obligation to give advice with respect to any future legal developments that may pertain to the Obligations, as specifically defined in our engagement letter. After completion of the Representation, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities in regard to the Obligations.

It is further agreed that the attorney-client relationship terminates upon initial issuance of the Obligations.

## **Who Will Provide the Legal Services**

Customarily, each client of the firm has a relationship principally with one attorney, or perhaps a few attorneys. At the same time, however, the work required in the Representation, or parts of it, may be performed by other firm personnel, including lawyers and legal assistants. Such delegation may be for the purpose of involving other firm personnel with special expertise in a given area or for the purpose of providing services on an efficient and timely basis.

## **Our Relationships With Others**

Our law firm represents many companies and individuals. In some instances, the applicable rules of professional conduct may limit our ability to represent clients with conflicting or potentially conflicting interests. Those rules of conduct often allow us to exercise our independent judgment in determining whether our relationship with one client prevents us from representing another. In other situations, we may be permitted to represent a client only if the other clients consent to that representation.

Rules concerning conflicts of interest vary with the jurisdiction. In order to avoid any uncertainty, it is our policy that the governing rules will be those applicable to the particular office of our firm that prepares the engagement letter for a particular matter. The acceptance by you of our engagement letter constitutes an express agreement with that policy, unless the engagement letter specifically states that some other rules of professional responsibility will govern our attorney-client relationship.

If a controversy unrelated to the Obligations develops between you and any other client of the firm, we will follow the applicable rules of professional responsibility to determine whether we may represent either you or the other client in the unrelated controversy.

You understand that we represent many investment banking firms, commercial banks, and other parties to public finance transactions from time to time in connection with other issues, including your financial advisor and potential underwriters for your securities, and you do not object to our continued representation (in connection with other issues) of any such firm with respect to which you choose to do business in connection with issuance of the Obligations, since doing so is how we are able to gain the experience we need to represent you effectively.

In addition to our representation of other companies and individuals, we also regularly represent lawyers and law firms. As a result, opposing counsel to any party in connection with the issuance of the Obligations may be a lawyer or law firm that we may represent now or in the future. Likewise, opposing counsel to any party in connection with the issuance of the Obligations may represent our firm now or in the future. Further, we have professional and personal relationships with many other attorneys, often because of our participation in bar associations and other professional organizations. It is our professional judgment that such relationships with other attorneys do not adversely affect our ability to represent any client. The acceptance of these terms of engagement represents an unqualified consent to any such relationships between our firm and other lawyers or law firms, even counsel who is representing a party that is adverse to you in connection with the issuance of the Obligations that is the subject of this engagement or in some other matter.

**Disclaimer**

Norton Rose Fulbright US LLP has made no promises or guarantees to you about the outcome of the Representation or the issuance of the Obligations, and nothing in these terms of engagement shall be construed as such a promise or guarantee. Our representation of you will not affect our responsibility to render an objective bond counsel Bond Opinion.

**Termination**

At any time, you may, with or without cause, terminate the Representation by notifying us of your intention to do so. Any such termination of services will not affect the obligation to pay legal services rendered and expenses incurred before termination, as well as additional services and charges incurred in connection with an orderly transition of the matters relating to issuance of the Obligations.

We are subject to the codes or rules of professional responsibility for the jurisdictions in which we practice. There are several types of conduct or circumstances that could result in our withdrawing from representing a client, including, for example, the following: non-payment of fees or costs; misrepresentation or failure to disclose material facts; fraudulent or criminal conduct; action contrary to our advice; and conflict of interest with another client. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal.

A failure by you to meet any obligations under these terms of engagement shall entitle Norton Rose Fulbright US LLP to terminate the Representation. In that event, you will take all steps necessary to release Norton Rose Fulbright US LLP of any further obligations in the Representation or the issuance of the Obligations, including without limitation the execution of any documents necessary to effectuate our withdrawal from the Representation or the issuance of the Obligations. The right of Norton Rose Fulbright US LLP to withdraw in such circumstances is in addition to any rights created by statute or recognized by the governing rules of professional conduct.

**Billing Arrangements and Terms of Payment**

Our engagement letter specifically explains our fees for services in connection with issuance of the Obligations. It is agreed that you will make full payment within 30 days of receiving our statement. We will give notice if an account becomes delinquent, and it is further agreed that any delinquent account must be paid upon the giving of such notice. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the Representation and pursue collection of our account.

### **Document Retention**

At the close of any matter, we send our files in that matter to a storage facility for storage at our expense. The attorney closing the file determines how long we will maintain the files in storage. After that time, we will destroy the documents in the stored files.

At the conclusion of the Representation, we return to the client any documents that are specifically requested to be returned. As to any documents so returned, we may elect to keep a copy of the documents in our stored files.

### **Standards of Professionalism and Attorney Complaint Information**

Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we are to advise our clients of the contents of the Texas Lawyer's Creed, a copy of which is attached. In addition, we are to advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled *Attorney Complaint Information* is available at all of our Texas offices and is likewise available upon request. A client that has any questions about State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 toll free.

## THE TEXAS LAWYER'S CREED — A Mandate for Professionalism

*The Texas Supreme Court and the Texas Court of Criminal Appeals adopted this Creed, with the requirement that lawyers advise their clients of its contents when undertaking representation.*

I am a lawyer; I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that Professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this Creed for no other reason than it is right.

**I. OUR LEGAL SYSTEM.** A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism. I am passionately proud of my profession. Therefore, "My word is my bond." I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life. I commit myself to an adequate and effective pro bono program. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed. I will always be conscious of my duty to the judicial system.

**II. LAWYER TO CLIENT.** A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest. I will advise my client of the contents of this Creed when undertaking representation. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice. I will advise my client that civility and courtesy are expected and are not a sign of weakness. I will advise my client of proper and expected behavior. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party. I will advise my client that we will not pursue tactics which are intended primarily for delay. I will advise my client that we will not pursue any course of action which is without merit. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

**III. LAWYER TO LAWYER.** A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct. I will be courteous, civil, and prompt in oral and written communications. I will not quarrel over matters of form or style, but I will concentrate on matters of substance. I will identify for other counsel or parties all changes I have made in documents submitted for review. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are canceled. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected. I will not serve

100779405.1

motions or pleadings in any manner that unfairly limits another party's opportunity to respond. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence. I will not arbitrarily schedule a deposition, Court appearance, or hearing until a good faith effort has been made to schedule it by agreement. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party. I will refrain from excessive and abusive discovery. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

**IV. LAWYER AND JUDGE.** Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol. I will conduct myself in court in a professional manner and demonstrate my respect for the Court and the law. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility. I will be punctual. I will not engage in any conduct which offends the dignity and decorum of proceedings. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage. I will respect the rulings of the Court. I will give the issues in controversy deliberate, impartial and studied analysis and consideration. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.



## CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Council Date:</b> 7-28-2020	<b>Department:</b> Development Services	<b>Presented By:</b> Bernie Parker
-----------------------------------	--	---------------------------------------

### AGENDA ITEM:

Discussion: Update on Cross Timbers Park.

### BACKGROUND:

May 12, 2020 City Council gave staff direction to proceed with developing bid documents for purpose of obtaining a potential contractor for the project.

---

### STAFF/BOARD/COMMISSION RECOMMENDATION:

N/A

---

### EXHIBITS:

None

ADDITIONAL INFO:	FINANCIAL INFO:	
	<b>Cost</b>	
	<b>Source of Funding</b>	\$



## CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Council Date:</b> July 28, 2020	<b>Department:</b> Admin	<b>Presented By:</b> City Manager
---------------------------------------	-----------------------------	--------------------------------------

**AGENDA ITEM:**

Discussion Only: Retail Coach Update

**BACKGROUND:**

Aaron Farmer will update Council on his efforts, including a sales tax analysis and COVID-19 impact.

---

**STAFF/BOARD/COMMISSION RECOMMENDATION:**

---

**EXHIBITS:**

<b>ADDITIONAL INFO:</b>	<b>FINANCIAL INFO:</b>	
	<b>Cost</b>	\$
	<b>Source of Funding</b>	\$



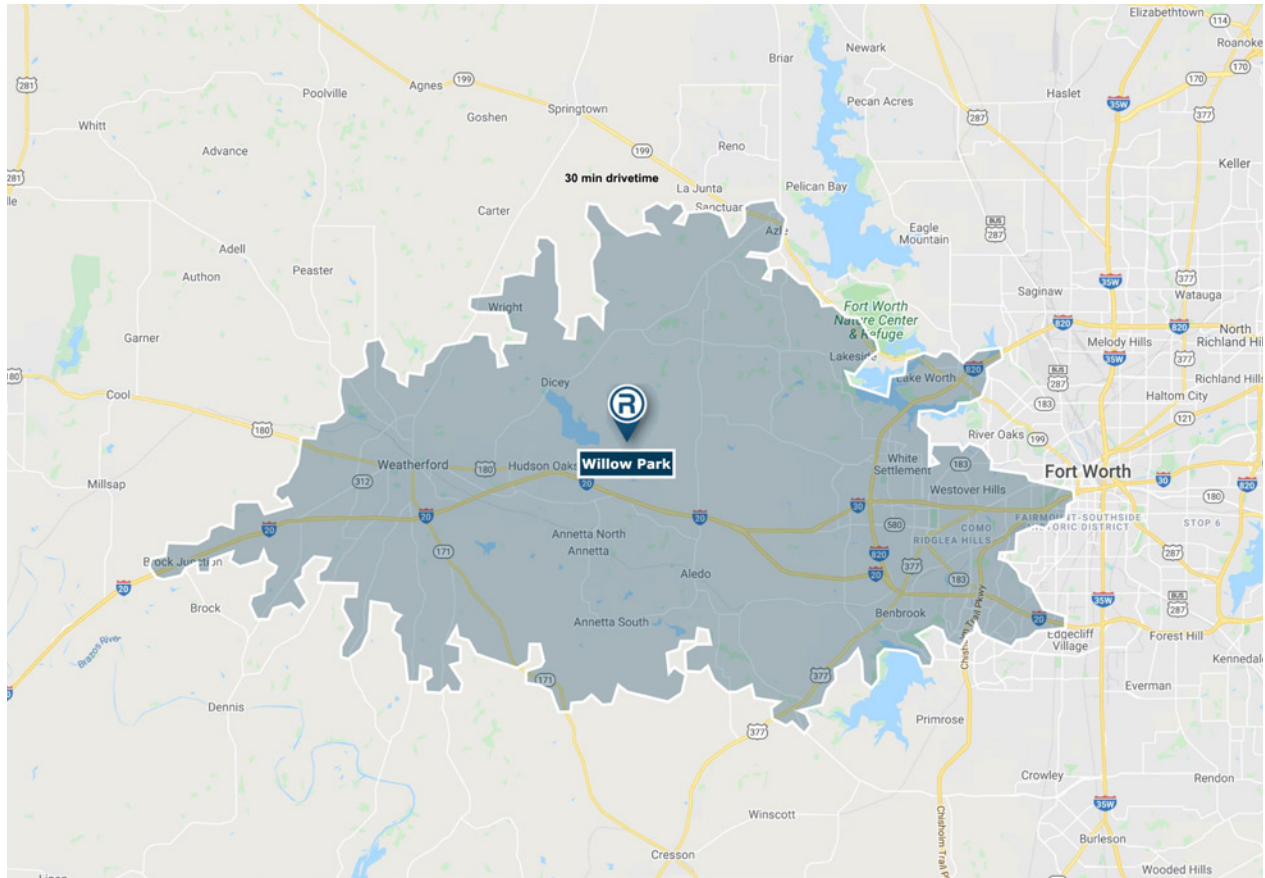
WILLOW PARK, TEXAS

# 30-Minute Drive Time Demographic Profile



800.851.0962 | [INFO@THERETAILCOACH.NET](mailto:INFO@THERETAILCOACH.NET) | [THERETAILCOACH.NET](http://THERETAILCOACH.NET) | AUSTIN, TEXAS • TUPELO, MISSISSIPPI

# Contact Information



**City of Willow Park**  
Bryan Grimes, TCMA  
City Administrator

516 Ranch House Road  
Willow Park, Texas 76087

Phone 817.441.7108  
[bgrimes@willowpark.org](mailto:bgrimes@willowpark.org)  
[www.willowpark.org](http://www.willowpark.org)



# About The Retail Coach

The Retail Coach is a national retail recruitment and development firm that combines strategy, technology, and creative expertise to develop and deliver high-impact retail recruitment and development plans to local governments, chambers of commerce, economic development organizations and private developers.

Through its unique Retail360® Process, The Retail Coach offers a dynamic system of products and services that better enable communities to maximize their retail development potential.

## Retail:360® Process

Providing more than simple data reports of psychographic and demographic trends, The Retail Coach goes well beyond other retail consulting and market research firms' offerings by combining current national and statewide demographics and trend data with real-world, "on-the-ground" information gathered through extensive visits to our clients' communities. Every community is different, and there is no "one size fits all" retail recruitment solution. Compiling the gathered data into client-tailored information packets that are uniquely designed for, and targeted to, specific retailers and restaurants who meet the community's needs help assure our clients that they are receiving the latest and best information for targeted retail recruitment efforts — all with personal service and coaching guidance that continues beyond the initial project scope and timeline.

Our Retail:360® Process assures that communities get timely, accurate and relevant information. Translating that data into the information that retailers need and seek assures our clients even better possibilities for tremendous retail growth and success.



# 30-Minute Drive Time • Demographic Profile

Willow Park, Texas

DESCRIPTION	DATA	%
Population		
2025 Projection	457,007	
2020 Estimate	428,927	
2010 Census	373,237	
2000 Census	326,616	
Growth 2020 - 2025		6.55%
Growth 2010 - 2020		14.92%
Growth 2000 - 2010		14.27%
2020 Est. Population by Single-Classification Race	428,927	
White Alone	312,790	72.92%
Black or African American Alone	43,581	10.16%
Amer. Indian and Alaska Native Alone	3,140	0.73%
Asian Alone	10,079	2.35%
Native Hawaiian and Other Pacific Island Alone	400	0.09%
Some Other Race Alone	46,063	10.74%
Two or More Races	12,875	3.00%
2020 Est. Population by Hispanic or Latino Origin	428,927	
Not Hispanic or Latino	299,672	69.87%
Hispanic or Latino	129,255	30.13%
Mexican	114,296	88.43%
Puerto Rican	1,697	1.31%
Cuban	834	0.65%
All Other Hispanic or Latino	12,428	9.62%
2020 Est. Hisp. or Latino Pop by Single-Class. Race	129,255	
White Alone	74,928	57.97%
Black or African American Alone	1,258	0.97%
American Indian and Alaska Native Alone	1,419	1.10%
Asian Alone	213	0.17%
Native Hawaiian and Other Pacific Islander Alone	81	0.06%
Some Other Race Alone	45,643	35.31%
Two or More Races	5,714	4.42%
2020 Est. Pop by Race, Asian Alone, by Category	10,079	
Chinese, except Taiwanese	1,102	10.93%
Filipino	1,736	17.22%
Japanese	350	3.47%
Asian Indian	2,335	23.17%
Korean	957	9.50%
Vietnamese	1,638	16.25%
Cambodian	221	2.19%
Hmong	32	0.32%
Laotian	139	1.38%
Thai	198	1.96%
All Other Asian Races Including 2+ Category	1,371	13.60%

DESCRIPTION	DATA	%
2020 Est. Population by Ancestry	428,927	
Arab	966	0.23%
Czech	1,309	0.31%
Danish	639	0.15%
Dutch	3,455	0.81%
English	33,087	7.71%
French (except Basque)	6,410	1.49%
French Canadian	961	0.22%
German	34,773	8.11%
Greek	652	0.15%
Hungarian	435	0.10%
Irish	27,362	6.38%
Italian	6,504	1.52%
Lithuanian	299	0.07%
United States or American	39,514	9.21%
Norwegian	2,374	0.55%
Polish	3,120	0.73%
Portuguese	230	0.05%
Russian	1,047	0.24%
Scottish	6,852	1.60%
Scotch-Irish	8,559	2.00%
Slovak	167	0.04%
Subsaharan African	1,931	0.45%
Swedish	1,912	0.45%
Swiss	336	0.08%
Ukrainian	242	0.06%
Welsh	1,136	0.27%
West Indian (except Hisp. groups)	443	0.10%
Other ancestries	159,997	37.30%
Ancestry Unclassified	84,216	19.63%
2020 Est. Pop Age 5+ by Language Spoken At Home		
Speak Only English at Home	295,960	73.97%
Speak Asian/Pacific Island Language at Home	6,840	1.71%
Speak IndoEuropean Language at Home	6,797	1.70%
Speak Spanish at Home	89,164	22.29%
Speak Other Language at Home	1,349	0.34%

# 30-Minute Drive Time • Demographic Profile

Willow Park, Texas

DESCRIPTION	DATA	%
2020 Est. Population by Age	428,927	
Age 0 - 4	28,819	6.72%
Age 5 - 9	28,575	6.66%
Age 10 - 14	29,465	6.87%
Age 15 - 17	17,600	4.10%
Age 18 - 20	18,903	4.41%
Age 21 - 24	22,795	5.31%
Age 25 - 34	59,585	13.89%
Age 35 - 44	58,380	13.61%
Age 45 - 54	49,920	11.64%
Age 55 - 64	50,461	11.77%
Age 65 - 74	37,090	8.65%
Age 75 - 84	18,988	4.43%
Age 85 and over	8,346	1.95%
Age 16 and over	336,310	78.41%
Age 18 and over	324,469	75.65%
Age 21 and over	305,566	71.24%
Age 65 and over	64,424	15.02%
2020 Est. Median Age		36.46
2020 Est. Average Age		38.05
2020 Est. Population by Sex	428,927	
Male	208,640	48.64%
Female	220,288	51.36%

DESCRIPTION	DATA	%
2020 Est. Male Population by Age	208,640	
Age 0 - 4	14,740	7.07%
Age 5 - 9	14,600	7.00%
Age 10 - 14	14,946	7.16%
Age 15 - 17	8,874	4.25%
Age 18 - 20	9,180	4.40%
Age 21 - 24	11,211	5.37%
Age 25 - 34	29,173	13.98%
Age 35 - 44	28,712	13.76%
Age 45 - 54	24,538	11.76%
Age 55 - 64	24,408	11.70%
Age 65 - 74	17,330	8.31%
Age 75 - 84	8,031	3.85%
Age 85 and over	2,899	1.39%
2020 Est. Median Age, Male		35.54
2020 Est. Average Age, Male		37.05
2020 Est. Female Population by Age	220,288	
Age 0 - 4	14,079	6.39%
Age 5 - 9	13,975	6.34%
Age 10 - 14	14,519	6.59%
Age 15 - 17	8,726	3.96%
Age 18 - 20	9,723	4.41%
Age 21 - 24	11,584	5.26%
Age 25 - 34	30,412	13.81%
Age 35 - 44	29,668	13.47%
Age 45 - 54	25,382	11.52%
Age 55 - 64	26,054	11.83%
Age 65 - 74	19,759	8.97%
Age 75 - 84	10,958	4.97%
Age 85 and over	5,447	2.47%
2020 Est. Median Age, Female		37.34
2020 Est. Average Age, Female		38.94

# 30-Minute Drive Time • Demographic Profile

Willow Park, Texas

DESCRIPTION	DATA	%
<b>2020 Est. Pop Age 15+ by Marital Status</b>		
Total, Never Married	111,791	32.68%
Males, Never Married	58,530	17.11%
Females, Never Married	53,261	15.57%
Married, Spouse present	150,080	43.87%
Married, Spouse absent	16,300	4.77%
Widowed	19,627	5.74%
Males Widowed	4,745	1.39%
Females Widowed	14,882	4.35%
Divorced	44,270	12.94%
Males Divorced	18,420	5.39%
Females Divorced	25,849	7.56%
<b>2020 Est. Pop Age 25+ by Edu. Attainment</b>		
Less than 9th grade	20,810	7.4%
Some High School, no diploma	22,161	7.8%
High School Graduate (or GED)	70,148	24.8%
Some College, no degree	59,778	21.1%
Associate Degree	19,416	6.9%
Bachelor's Degree	56,931	20.1%
Master's Degree	23,908	8.5%
Professional School Degree	5,780	2.0%
Doctorate Degree	3,838	1.4%
<b>2020 Est. Pop Age 25+ by Edu. Attain., Hisp./ Lat.</b>		
No High School Diploma	27,689	40.07%
High School Graduate	19,451	28.15%
Some College or Associate's Degree	14,189	20.53%
Bachelor's Degree or Higher	7,770	11.25%
<b>Households</b>		
2025 Projection	178,844	
2020 Estimate	167,428	
2010 Census	145,160	
2000 Census	127,139	
Growth 2020 - 2025		6.82%
Growth 2010 - 2020		15.34%
Growth 2000 - 2010		14.17%
<b>2020 Est. Households by Household Type</b>		
Family Households	104,908	62.66%
Nonfamily Households	62,520	37.34%
<b>2020 Est. Group Quarters Population</b>		
2020 Est. Group Quarters Population	12,338	
<b>2020 Households by Ethnicity, Hispanic/Latino</b>		
2020 Households by Ethnicity, Hispanic/Latino	36,125	

DESCRIPTION	DATA	%
<b>2020 Est. Households by Household Income</b>		
Income < \$15,000	15,848	9.47%
Income \$15,000 - \$24,999	12,665	7.56%
Income \$25,000 - \$34,999	15,069	9.00%
Income \$35,000 - \$49,999	21,765	13.00%
Income \$50,000 - \$74,999	29,776	17.78%
Income \$75,000 - \$99,999	21,054	12.58%
Income \$100,000 - \$124,999	15,088	9.01%
Income \$125,000 - \$149,999	10,194	6.09%
Income \$150,000 - \$199,999	10,850	6.48%
Income \$200,000 - \$249,999	5,348	3.19%
Income \$250,000 - \$499,999	6,559	3.92%
Income \$500,000+	3,212	1.92%
<b>2020 Est. Average Household Income</b>		
2020 Est. Average Household Income		\$93,845
<b>2020 Est. Median Household Income</b>		
2020 Est. Median Household Income		\$64,554
<b>2020 Median HH Inc. by Single-Class. Race or Eth.</b>		
White Alone		\$72,040
Black or African American Alone		\$36,643
American Indian and Alaska Native Alone		\$70,415
Asian Alone		\$54,998
Native Hawaiian and Other Pacific Islander Alone		\$56,550
Some Other Race Alone		\$48,489
Two or More Races		\$59,437
Hispanic or Latino		\$51,059
Not Hispanic or Latino		\$69,456
<b>2020 Est. Family HH Type by Presence of Own Child.</b>		
Married-Couple Family, own children	33,098	31.55%
Married-Couple Family, no own children	43,084	41.07%
Male Householder, own children	3,998	3.81%
Male Householder, no own children	4,134	3.94%
Female Householder, own children	11,828	11.28%
Female Householder, no own children	8,765	8.36%
<b>2020 Est. Households by Household Size</b>		
1-person	51,786	30.93%
2-person	52,161	31.15%
3-person	25,422	15.18%
4-person	19,932	11.91%
5-person	10,518	6.28%
6-person	4,644	2.77%
7-or-more-person	2,965	1.77%
<b>2020 Est. Average Household Size</b>		
2020 Est. Average Household Size		2.48

# 30-Minute Drive Time • Demographic Profile

Willow Park, Texas

DESCRIPTION	DATA	%
<b>2020 Est. Households by Presence of People Under 18</b>	<b>167,428</b>	
Households with 1 or More People under Age 18:	54,844	32.76%
Married-Couple Family	35,569	64.86%
Other Family, Male Householder	4,805	8.76%
Other Family, Female Householder	13,985	25.50%
Nonfamily, Male Householder	353	0.64%
Nonfamily, Female Householder	132	0.24%
<b>Households with No People under Age 18:</b>	<b>112,584</b>	<b>67.24%</b>
Married-Couple Family	40,609	36.07%
Other Family, Male Householder	3,328	2.96%
Other Family, Female Householder	6,592	5.86%
Nonfamily, Male Householder	29,267	26.00%
Nonfamily, Female Householder	32,787	29.12%
<b>2020 Est. Households by Number of Vehicles</b>	<b>167,428</b>	
No Vehicles	8,954	5.35%
1 Vehicle	57,521	34.36%
2 Vehicles	66,853	39.93%
3 Vehicles	24,721	14.77%
4 Vehicles	6,610	3.95%
5 or more Vehicles	2,768	1.65%
2020 Est. Average Number of Vehicles		1.84
<b>Family Households</b>		
2025 Projection	112,010	
2020 Estimate	104,908	
2010 Census	91,124	
2000 Census	81,346	
Growth 2020 - 2025		6.77%
Growth 2010 - 2020		15.13%
Growth 2000 - 2010		12.02%

<b>2020 Est. Families by Poverty Status</b>	<b>104,908</b>	
2020 Families at or Above Poverty	94,759	90.33%
2020 Families at or Above Poverty with Children	44,843	42.75%
2020 Families Below Poverty	10,148	9.67%
2020 Families Below Poverty with Children	8,353	7.96%
<b>2020 Est. Pop 16+ by Employment Status</b>	<b>336,309</b>	
Civilian Labor Force, Employed	202,443	60.20%
Civilian Labor Force, Unemployed	10,106	3.01%
Armed Forces	722	0.22%
Not in Labor Force	123,038	36.59%

DESCRIPTION	DATA	%
<b>2020 Est. Civ. Employed Pop 16+ by Class of Worker</b>	<b>203,853</b>	
For-Profit Private Workers	147,332	72.27%
Non-Profit Private Workers	13,716	6.73%
Local Government Workers	3,606	1.77%
State Government Workers	5,551	2.72%
Federal Government Workers	13,219	6.49%
Self-Employed Workers	20,139	9.88%
Unpaid Family Workers	290	0.14%
<b>2020 Est. Civ. Employed Pop 16+ by Occupation</b>	<b>203,853</b>	
Architect/Engineer	4,939	2.42%
Arts/Entertainment/Sports	3,529	1.73%
Building Grounds Maintenance	7,143	3.50%
Business/Financial Operations	9,764	4.79%
Community/Social Services	3,307	1.62%
Computer/Mathematical	4,642	2.28%
Construction/Extraction	14,030	6.88%
Education/Training/Library	12,046	5.91%
Farming/Fishing/Forestry	457	0.22%
Food Prep/Serving	11,967	5.87%
Health Practitioner/Technician	11,208	5.50%
Healthcare Support	4,379	2.15%
Maintenance Repair	6,613	3.24%
Legal	2,699	1.32%
Life/Physical/Social Science	908	0.45%
Management	22,525	11.05%
Office/Admin. Support	26,302	12.90%
Production	10,629	5.21%
Protective Services	3,682	1.81%
Sales/Related	23,066	11.32%
Personal Care/Service	6,360	3.12%
Transportation/Moving	13,656	6.70%

<b>2020 Est. Pop 16+ by Occupation Classification</b>	<b>203,853</b>	
White Collar	124,936	61.29%
Blue Collar	44,929	22.04%
Service and Farm	33,988	16.67%
<b>2020 Est. Workers Age 16+ by Transp. to Work</b>	<b>200,862</b>	
Drove Alone	165,697	82.49%
Car Pooled	19,778	9.85%
Public Transportation	1,279	0.64%
Walked	3,323	1.65%
Bicycle	546	0.27%
Other Means	1,907	0.95%
Worked at Home	8,334	4.15%

# 30-Minute Drive Time • Demographic Profile

Willow Park, Texas

DESCRIPTION	DATA	%
2020 Est. Workers Age 16+ by Travel Time to Work		
Less than 15 Minutes	49,014	
15 - 29 Minutes	76,003	
30 - 44 Minutes	38,669	
45 - 59 Minutes	13,648	
60 or more Minutes	15,319	
2020 Est. Avg Travel Time to Work in Minutes		28
2020 Est. Occupied Housing Units by Tenure	167,428	
Owner Occupied	96,690	57.75%
Renter Occupied	70,738	42.25%
2020 Owner Occ. HUs: Avg. Length of Residence		14.94
2020 Renter Occ. HUs: Avg. Length of Residence		5.64
2020 Est. Owner-Occupied Housing Units by Value	167,428	
Value Less than \$20,000	1,318	1.36%
Value \$20,000 - \$39,999	1,314	1.36%
Value \$40,000 - \$59,999	1,985	2.05%
Value \$60,000 - \$79,999	4,094	4.23%
Value \$80,000 - \$99,999	5,892	6.09%
Value \$100,000 - \$149,999	14,681	15.18%
Value \$150,000 - \$199,999	13,468	13.93%
Value \$200,000 - \$299,999	18,722	19.36%
Value \$300,000 - \$399,999	11,864	12.27%
Value \$400,000 - \$499,999	8,746	9.05%
Value \$500,000 - \$749,999	8,234	8.52%
Value \$750,000 - \$999,999	3,526	3.65%
Value \$1,000,000 or \$1,499,999	1,690	1.75%
Value \$1,500,000 or \$1,999,999	613	0.63%
Value \$2,000,000+	543	0.56%
2020 Est. Median All Owner-Occupied Housing Value		\$225,180

DESCRIPTION	DATA	%
2020 Est. Housing Units by Year Structure Built		
Housing Units Built 2014 or later	21,103	11.52%
Housing Units Built 2010 to 2014	4,943	2.70%
Housing Units Built 2000 to 2009	28,909	15.79%
Housing Units Built 1990 to 1999	20,016	10.93%
Housing Units Built 1980 to 1989	25,002	13.65%
Housing Units Built 1970 to 1979	21,907	11.96%
Housing Units Built 1960 to 1969	17,825	9.73%
Housing Units Built 1950 to 1959	22,453	12.26%
Housing Units Built 1940 to 1949	10,263	5.60%
Housing Unit Built 1939 or Earlier	10,715	5.85%
2020 Est. Median Year Structure Built		1983

2020 Est. Housing Units by Units in Structure		
1 Unit Detached	115,236	62.92%
1 Unit Attached	6074	3.32%
2 Units	3,954	2.16%
3 or 4 Units	7,762	4.24%
5 to 19 Units	25,773	14.07%
20 to 49 Units	6,841	3.74%
50 or More Units	12,635	6.90%
Mobile Home or Trailer	4,634	2.53%
Boat, RV, Van, etc.	226	0.12%

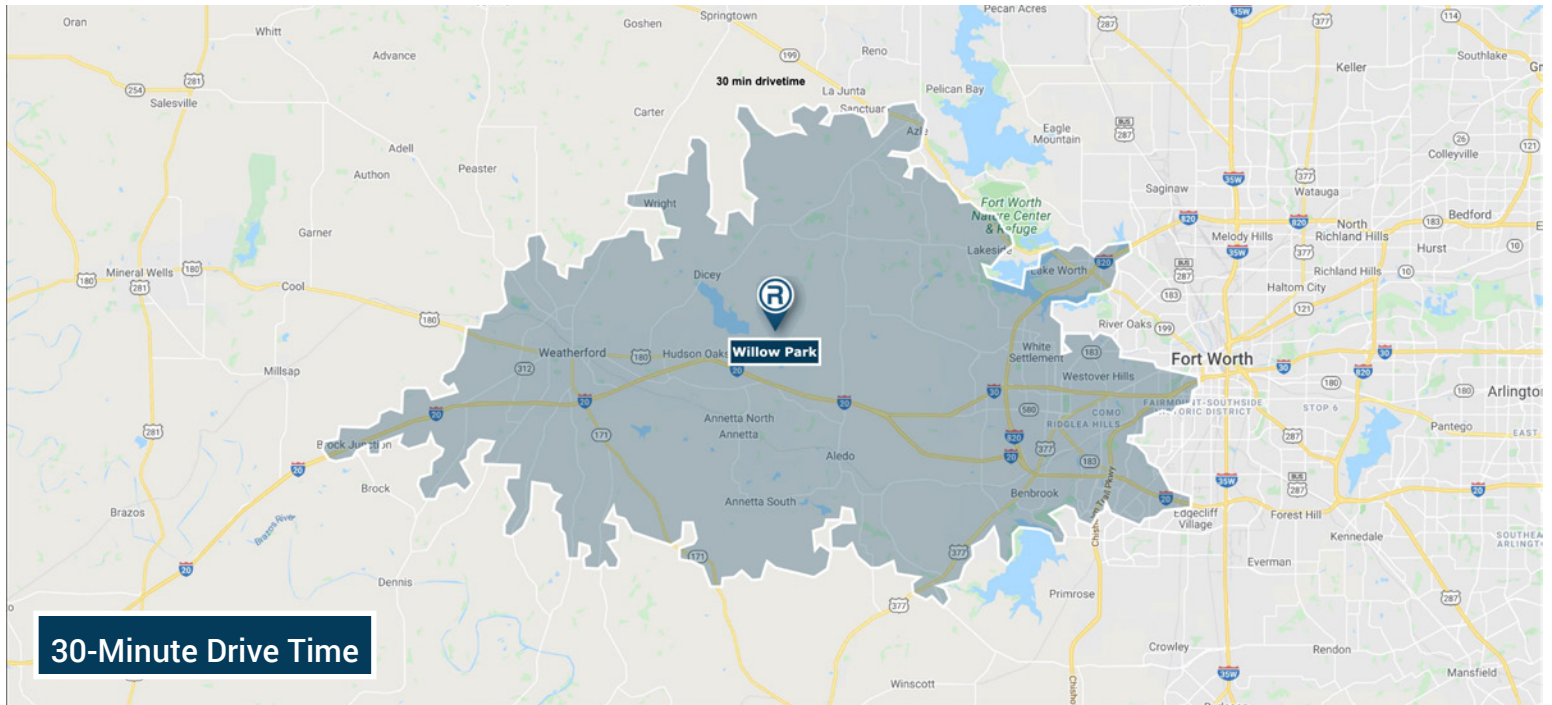


All information furnished is from sources deemed reliable and is submitted subject to errors, omissions, change of terms and/or conditions.



# Retail Market Profile

Willow Park, Texas



## Population

2010	373,237
2020	428,927
2025	457,007

## Educational Attainment (%)

Graduate or Professional Degree	11.9%
Bachelors Degree	20.1%
Associate Degree	6.9%
Some College	21.1%
High School Graduate (GED)	24.8%
Some High School, No Degree	7.8%
Less than 9th Grade	7.4%

## Income

Average HH	\$93,845
Median HH	\$64,554
Per Capita	\$37,717

## Age

0 - 9 Years	13.38%
10 - 17 Years	10.97%
18 - 24 Years	9.72%
25 - 34 Years	13.89%
35 - 44 Years	13.61%
45 - 54 Years	11.64%
55 - 64 Years	11.77%
65 and Older	15.02%
Median Age	36.46
Average Age	38.05

## Race Distribution (%)

White	72.92%
Black/African American	10.16%
American Indian/Alaskan	0.73%
Asian	2.35%
Native Hawaiian/Islander	0.09%
Other Race	10.74%
Two or More Races	3.00%
Hispanic	30.13%



**Bryan Grimes, TCMA**  
City of Willow Park  
City Administrator

516 Ranch House Road  
Willow Park, Texas 76087

Phone 817.441.7108  
bgrimes@willowpark.org  
www.willowpark.org

**Aaron Farmer**  
The Retail Coach, LLC  
President

Office 662.844.2155  
Cell 662.231.0608  
AFarmer@theretailcoach.net  
www.TheRetailCoach.net



PO Box 7272 | Tupelo, MS 38802 | 800.851.0962 | theretailcoach.net

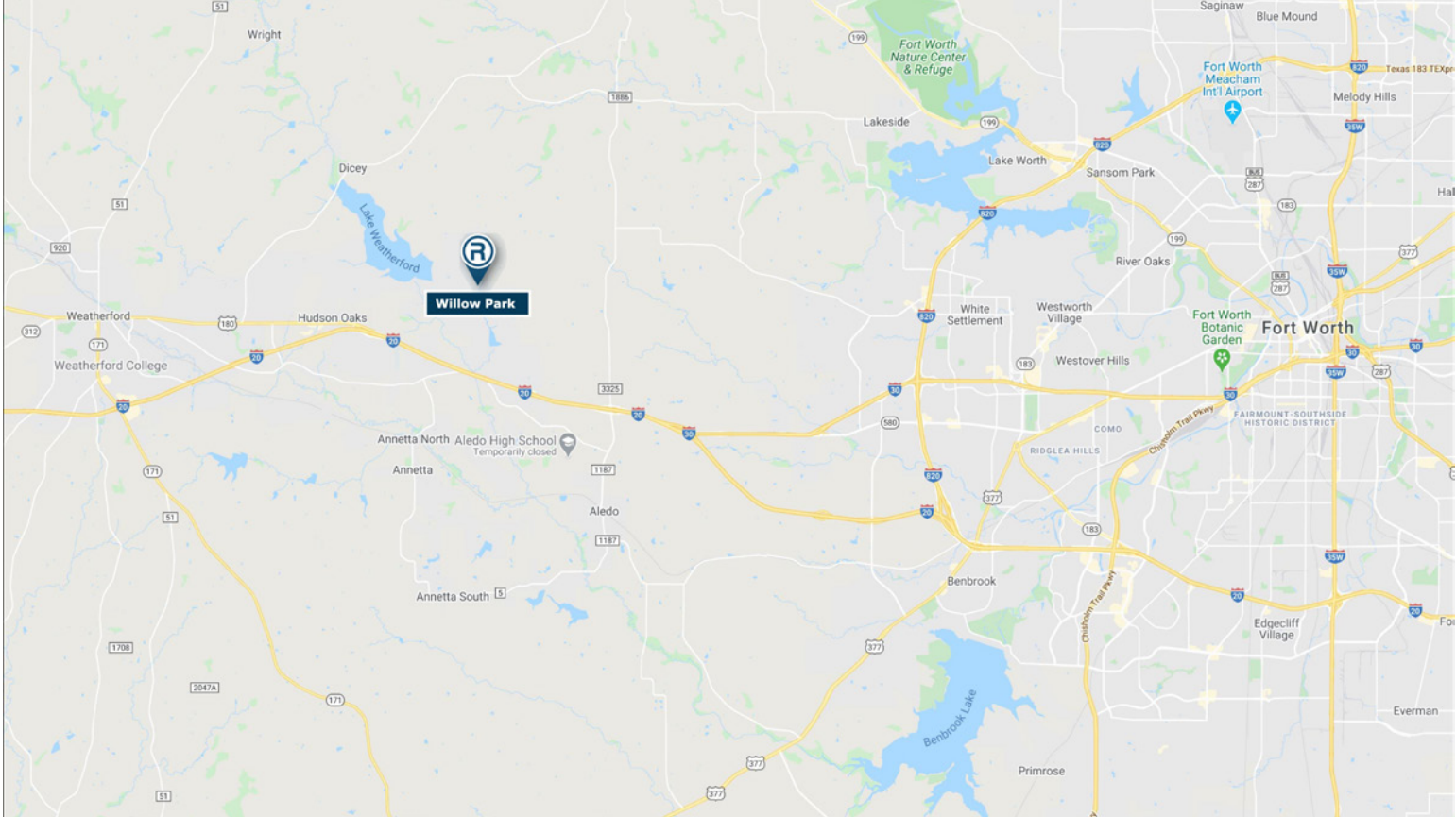
The information contained herein was obtained from sources believed to be reliable, however, The Retail Coach, LLC makes no guarantees, warranties or representations as to the completeness or accuracy thereof. The presentation of this property is submitted subject to errors, omissions, changes of price or conditions, prior sale or lease or withdrawn without notice.

# Willow Park, Texas

Area Retail



## Location Map





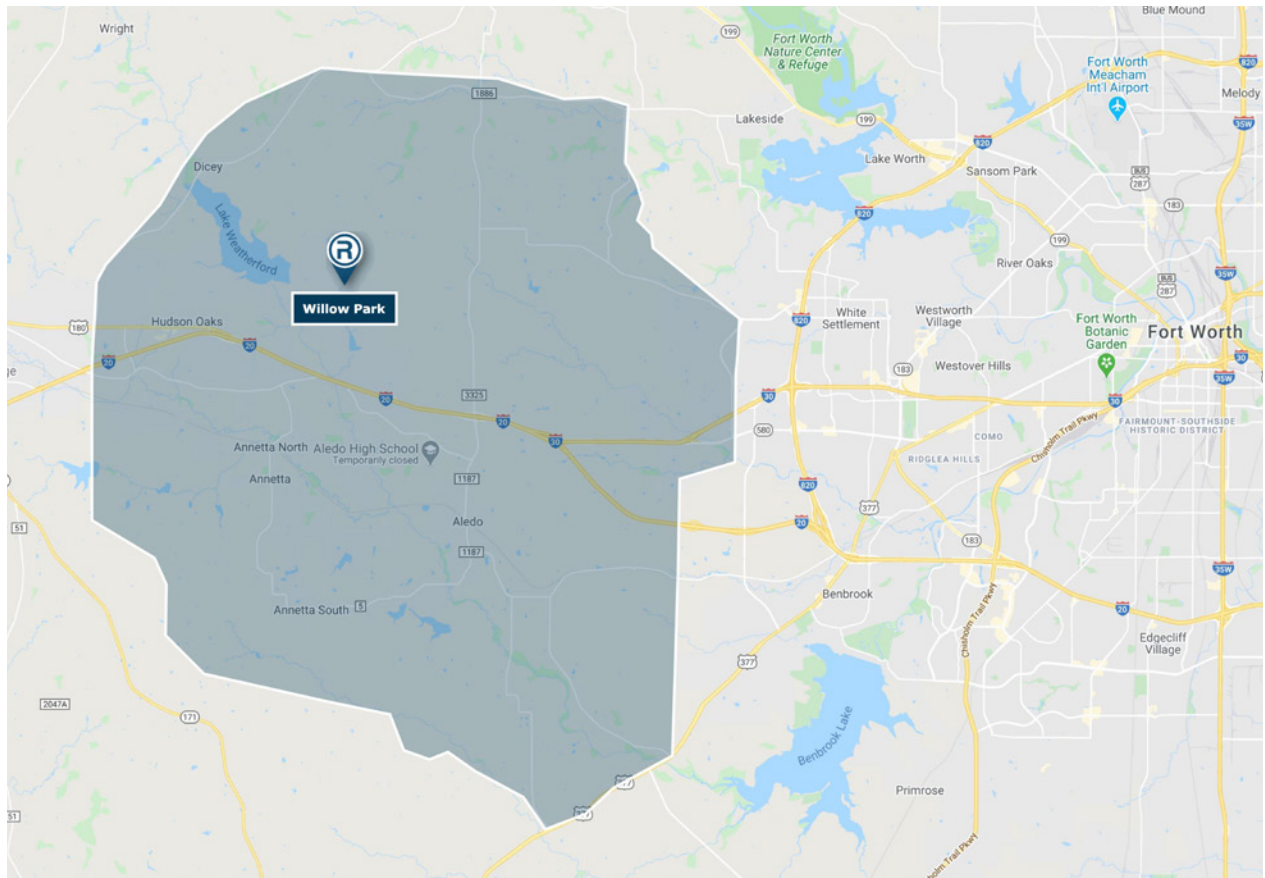
WILLOW PARK, TEXAS

# Primary Retail Trade Area Demographic Profile



800.851.0962 | [INFO@THERETAILCOACH.NET](mailto:INFO@THERETAILCOACH.NET) | [THERETAILCOACH.NET](http://THERETAILCOACH.NET) | AUSTIN, TEXAS • TUPELO, MISSISSIPPI

# Contact Information



**City of Willow Park**  
Bryan Grimes, TCMA  
City Administrator

516 Ranch House Road  
Willow Park, Texas 76087

Phone 817.441.7108  
[bgrimes@willowpark.org](mailto:bgrimes@willowpark.org)  
[www.willowpark.org](http://www.willowpark.org)



# About The Retail Coach

The Retail Coach is a national retail recruitment and development firm that combines strategy, technology, and creative expertise to develop and deliver high-impact retail recruitment and development plans to local governments, chambers of commerce, economic development organizations and private developers.

Through its unique Retail360® Process, The Retail Coach offers a dynamic system of products and services that better enable communities to maximize their retail development potential.

## Retail:360® Process

Providing more than simple data reports of psychographic and demographic trends, The Retail Coach goes well beyond other retail consulting and market research firms' offerings by combining current national and statewide demographics and trend data with real-world, "on-the-ground" information gathered through extensive visits to our clients' communities. Every community is different, and there is no "one size fits all" retail recruitment solution. Compiling the gathered data into client-tailored information packets that are uniquely designed for, and targeted to, specific retailers and restaurants who meet the community's needs help assure our clients that they are receiving the latest and best information for targeted retail recruitment efforts — all with personal service and coaching guidance that continues beyond the initial project scope and timeline.

Our Retail:360® Process assures that communities get timely, accurate and relevant information. Translating that data into the information that retailers need and seek assures our clients even better possibilities for tremendous retail growth and success.



# Primary Retail Trade Area • Demographic Profile

Willow Park, Texas

DESCRIPTION	DATA	%
<b>Population</b>		
2025 Projection	56,696	
2020 Estimate	51,937	
2010 Census	39,449	
2000 Census	25,386	
Growth 2020 - 2025		9.16%
Growth 2010 - 2020		31.66%
Growth 2000 - 2010		55.40%
<b>2020 Est. Population by Single-Classification Race</b>	<b>51,937</b>	
White Alone	46,520	89.57%
Black or African American Alone	1,332	2.57%
Amer. Indian and Alaska Native Alone	338	0.65%
Asian Alone	716	1.38%
Native Hawaiian and Other Pacific Island Alone	45	0.09%
Some Other Race Alone	1,869	3.60%
Two or More Races	1,117	2.15%
<b>2020 Est. Population by Hispanic or Latino Origin</b>	<b>51,937</b>	
Not Hispanic or Latino	45,441	87.49%
Hispanic or Latino	6,496	12.51%
Mexican	5,344	82.27%
Puerto Rican	182	2.80%
Cuban	82	1.26%
All Other Hispanic or Latino	889	13.69%
<b>2020 Est. Hisp. or Latino Pop by Single-Class. Race</b>	<b>6,496</b>	
White Alone	4,219	64.95%
Black or African American Alone	32	0.49%
American Indian and Alaska Native Alone	72	1.11%
Asian Alone	11	0.17%
Native Hawaiian and Other Pacific Islander Alone	8	0.12%
Some Other Race Alone	1,838	28.29%
Two or More Races	315	4.85%
<b>2020 Est. Pop by Race, Asian Alone, by Category</b>	<b>716</b>	
Chinese, except Taiwanese	66	9.22%
Filipino	274	38.27%
Japanese	98	13.69%
Asian Indian	135	18.86%
Korean	32	4.47%
Vietnamese	48	6.70%
Cambodian	0	0.00%
Hmong	0	0.00%
Laotian	0	0.00%
Thai	7	0.98%
All Other Asian Races Including 2+ Category	55	7.68%

DESCRIPTION	DATA	%
<b>2020 Est. Population by Ancestry</b>	<b>51,937</b>	
Arab	79	0.15%
Czech	244	0.47%
Danish	134	0.26%
Dutch	719	1.38%
English	4,871	9.38%
French (except Basque)	947	1.82%
French Canadian	160	0.31%
German	5,827	11.22%
Greek	100	0.19%
Hungarian	64	0.12%
Irish	4,043	7.78%
Italian	903	1.74%
Lithuanian	72	0.14%
United States or American	7,726	14.88%
Norwegian	370	0.71%
Polish	455	0.88%
Portuguese	38	0.07%
Russian	94	0.18%
Scottish	834	1.61%
Scotch-Irish	1,245	2.40%
Slovak	18	0.04%
Subsaharan African	1	0.00%
Swedish	279	0.54%
Swiss	34	0.07%
Ukrainian	44	0.09%
Welsh	214	0.41%
West Indian (except Hisp. groups)	1	0.00%
Other ancestries	10,145	19.53%
Ancestry Unclassified	12,277	23.64%
<b>2020 Est. Pop Age 5+ by Language Spoken At Home</b>		
Speak Only English at Home	43,244	88.59%
Speak Asian/Pacific Island Language at Home	632	1.30%
Speak IndoEuropean Language at Home	419	0.86%
Speak Spanish at Home	4,455	9.13%
Speak Other Language at Home	65	0.13%

# Primary Retail Trade Area • Demographic Profile

Willow Park, Texas

DESCRIPTION	DATA	%
2020 Est. Population by Age	51,937	
Age 0 - 4	3,122	6.01%
Age 5 - 9	3,249	6.26%
Age 10 - 14	3,688	7.10%
Age 15 - 17	2,380	4.58%
Age 18 - 20	2,091	4.03%
Age 21 - 24	2,630	5.06%
Age 25 - 34	5,563	10.71%
Age 35 - 44	5,718	11.01%
Age 45 - 54	7,301	14.06%
Age 55 - 64	7,961	15.33%
Age 65 - 74	5,523	10.63%
Age 75 - 84	2,138	4.12%
Age 85 and over	573	1.10%
Age 16 and over	41,099	79.13%
Age 18 and over	39,498	76.05%
Age 21 and over	37,406	72.02%
Age 65 and over	8,234	15.85%
2020 Est. Median Age		40.88
2020 Est. Average Age		39.68
2020 Est. Population by Sex	51,937	
Male	25,550	49.19%
Female	26,387	50.81%

DESCRIPTION	DATA	%
2020 Est. Male Population by Age	25,550	
Age 0 - 4	1,606	6.29%
Age 5 - 9	1,671	6.54%
Age 10 - 14	1,852	7.25%
Age 15 - 17	1,228	4.81%
Age 18 - 20	1,082	4.24%
Age 21 - 24	1,328	5.20%
Age 25 - 34	2,668	10.44%
Age 35 - 44	2,684	10.51%
Age 45 - 54	3,475	13.60%
Age 55 - 64	3,926	15.37%
Age 65 - 74	2,730	10.69%
Age 75 - 84	1,059	4.15%
Age 85 and over	240	0.94%
2020 Est. Median Age, Male		40.18
2020 Est. Average Age, Male		39.24
2020 Est. Female Population by Age	26,387	
Age 0 - 4	1,517	5.75%
Age 5 - 9	1,578	5.98%
Age 10 - 14	1,836	6.96%
Age 15 - 17	1,152	4.37%
Age 18 - 20	1,009	3.82%
Age 21 - 24	1,301	4.93%
Age 25 - 34	2,895	10.97%
Age 35 - 44	3,034	11.50%
Age 45 - 54	3,825	14.50%
Age 55 - 64	4,036	15.30%
Age 65 - 74	2,793	10.59%
Age 75 - 84	1,079	4.09%
Age 85 and over	332	1.26%
2020 Est. Median Age, Female		41.48
2020 Est. Average Age, Female		40.11

# Primary Retail Trade Area • Demographic Profile

Willow Park, Texas

DESCRIPTION	DATA	%
<b>2020 Est. Pop Age 15+ by Marital Status</b>		
Total, Never Married	8,257	19.72%
Males, Never Married	4,437	10.60%
Females, Never Married	3,820	9.12%
Married, Spouse present	26,052	62.21%
Married, Spouse absent	1,010	2.41%
Widowed	1,784	4.26%
Males Widowed	514	1.23%
Females Widowed	1,270	3.03%
Divorced	4,775	11.40%
Males Divorced	2,267	5.41%
Females Divorced	2,508	5.99%
<b>2020 Est. Pop Age 25+ by Edu. Attainment</b>		
Less than 9th grade	754	2.2%
Some High School, no diploma	1,467	4.2%
High School Graduate (or GED)	7,065	20.3%
Some College, no degree	7,961	22.9%
Associate Degree	3,305	9.5%
Bachelor's Degree	9,503	27.3%
Master's Degree	3,738	10.7%
Professional School Degree	552	1.6%
Doctorate Degree	432	1.2%
<b>2020 Est. Pop Age 25+ by Edu. Attain., Hisp./ Lat.</b>		
No High School Diploma	640	19.16%
High School Graduate	975	29.19%
Some College or Associate's Degree	1,009	30.21%
Bachelor's Degree or Higher	717	21.47%
<b>Households</b>		
2025 Projection	20,098	
2020 Estimate	18,407	
2010 Census	14,025	
2000 Census	8,901	
Growth 2020 - 2025		9.19%
Growth 2010 - 2020		31.24%
Growth 2000 - 2010		57.57%
<b>2020 Est. Households by Household Type</b>		
Family Households	14,970	81.33%
Nonfamily Households	3,437	18.67%
<b>2020 Est. Group Quarters Population</b>		
2020 Est. Group Quarters Population	4	
<b>2020 Households by Ethnicity, Hispanic/Latino</b>		
2020 Households by Ethnicity, Hispanic/Latino	1,703	

DESCRIPTION	DATA	%
<b>2020 Est. Households by Household Income</b>		
Income < \$15,000	547	2.97%
Income \$15,000 - \$24,999	542	2.94%
Income \$25,000 - \$34,999	849	4.61%
Income \$35,000 - \$49,999	1,486	8.07%
Income \$50,000 - \$74,999	2,624	14.26%
Income \$75,000 - \$99,999	2,486	13.51%
Income \$100,000 - \$124,999	2,074	11.27%
Income \$125,000 - \$149,999	1,810	9.83%
Income \$150,000 - \$199,999	2,268	12.32%
Income \$200,000 - \$249,999	1,209	6.57%
Income \$250,000 - \$499,999	1,599	8.69%
Income \$500,000+	912	4.96%
<b>2020 Est. Average Household Income</b>		
2020 Est. Average Household Income		\$146,728
<b>2020 Est. Median Household Income</b>		
2020 Est. Median Household Income		\$107,610
<b>2020 Median HH Inc. by Single-Class. Race or Eth.</b>		
White Alone		\$110,380
Black or African American Alone		\$83,691
American Indian and Alaska Native Alone		\$85,127
Asian Alone		\$185,887
Native Hawaiian and Other Pacific Islander Alone		\$52,301
Some Other Race Alone		\$47,215
Two or More Races		\$109,346
Hispanic or Latino		\$80,081
Not Hispanic or Latino		\$110,603
<b>2020 Est. Family HH Type by Presence of Own Child.</b>		
2020 Est. Family HH Type by Presence of Own Child.	14,970	
Married-Couple Family, own children	5,880	39.28%
Married-Couple Family, no own children	6,967	46.54%
Male Householder, own children	369	2.47%
Male Householder, no own children	366	2.45%
Female Householder, own children	784	5.24%
Female Householder, no own children	604	4.04%
<b>2020 Est. Households by Household Size</b>		
2020 Est. Households by Household Size	18,407	
1-person	2,878	15.64%
2-person	6,541	35.54%
3-person	3,552	19.30%
4-person	3,182	17.29%
5-person	1,503	8.17%
6-person	529	2.87%
7-or-more-person	222	1.21%
<b>2020 Est. Average Household Size</b>		
2020 Est. Average Household Size		2.81

# Primary Retail Trade Area • Demographic Profile

Willow Park, Texas

DESCRIPTION	DATA	%
<b>2020 Est. Households by Presence of People Under 18</b>	<b>18,407</b>	
Households with 1 or More People under Age 18:	7,599	41.28%
Married-Couple Family	6,185	81.39%
Other Family, Male Householder	440	5.79%
Other Family, Female Householder	926	12.19%
Nonfamily, Male Householder	42	0.55%
Nonfamily, Female Householder	6	0.08%
<b>Households with No People under Age 18:</b>	<b>10,808</b>	<b>58.72%</b>
Married-Couple Family	6,663	61.65%
Other Family, Male Householder	288	2.67%
Other Family, Female Householder	468	4.33%
Nonfamily, Male Householder	1,690	15.64%
Nonfamily, Female Householder	1,699	15.72%
<b>2020 Est. Households by Number of Vehicles</b>	<b>18,407</b>	
No Vehicles	215	1.17%
1 Vehicle	3,188	17.32%
2 Vehicles	9,361	50.86%
3 Vehicles	3,990	21.68%
4 Vehicles	1,178	6.40%
5 or more Vehicles	475	2.58%
2020 Est. Average Number of Vehicles		2.26
<b>Family Households</b>		
2025 Projection	16,345	
2020 Estimate	14,970	
2010 Census	11,395	
2000 Census	7,449	
Growth 2020 - 2025		9.19%
Growth 2010 - 2020		31.37%
Growth 2000 - 2010		52.97%

<b>2020 Est. Families by Poverty Status</b>	<b>14,970</b>	
2020 Families at or Above Poverty	14,335	95.76%
2020 Families at or Above Poverty with Children	6,734	44.98%
2020 Families Below Poverty	636	4.25%
2020 Families Below Poverty with Children	503	3.36%
<b>2020 Est. Pop 16+ by Employment Status</b>	<b>41,098</b>	
Civilian Labor Force, Employed	26,365	64.15%
Civilian Labor Force, Unemployed	866	2.11%
Armed Forces	66	0.16%
Not in Labor Force	13,801	33.58%

DESCRIPTION	DATA	%
<b>2020 Est. Civ. Employed Pop 16+ by Class of Worker</b>	<b>26,868</b>	
For-Profit Private Workers	18,234	67.87%
Non-Profit Private Workers	1,687	6.28%
Local Government Workers	692	2.58%
State Government Workers	794	2.96%
Federal Government Workers	2,232	8.31%
Self-Employed Workers	3,168	11.79%
Unpaid Family Workers	61	0.23%
<b>2020 Est. Civ. Employed Pop 16+ by Occupation</b>	<b>26,868</b>	
Architect/Engineer	1,157	4.31%
Arts/Entertainment/Sports	458	1.71%
Building Grounds Maintenance	674	2.51%
Business/Financial Operations	1,573	5.86%
Community/Social Services	280	1.04%
Computer/Mathematical	916	3.41%
Construction/Extraction	779	2.90%
Education/Training/Library	1,690	6.29%
Farming/Fishing/Forestry	178	0.66%
Food Prep/Serving	801	2.98%
Health Practitioner/Technician	1,762	6.56%
Healthcare Support	381	1.42%
Maintenance Repair	789	2.94%
Legal	278	1.04%
Life/Physical/Social Science	134	0.50%
Management	4,535	16.88%
Office/Admin. Support	3,245	12.08%
Production	1,110	4.13%
Protective Services	768	2.86%
Sales/Related	3,265	12.15%
Personal Care/Service	546	2.03%
Transportation/Moving	1,553	5.78%

<b>2020 Est. Pop 16+ by Occupation Classification</b>	<b>26,868</b>	
White Collar	19,292	71.80%
Blue Collar	4,230	15.74%
Service and Farm	3,346	12.45%
<b>2020 Est. Workers Age 16+ by Transp. to Work</b>	<b>26,301</b>	
Drove Alone	22,468	85.43%
Car Pooled	1,816	6.91%
Public Transportation	63	0.24%
Walked	139	0.53%
Bicycle	6	0.02%
Other Means	277	1.05%
Worked at Home	1,532	5.83%

# Primary Retail Trade Area • Demographic Profile

Willow Park, Texas

DESCRIPTION	DATA	%
2020 Est. Workers Age 16+ by Travel Time to Work		
Less than 15 Minutes	4,035	
15 - 29 Minutes	9,375	
30 - 44 Minutes	6,829	
45 - 59 Minutes	2,296	
60 or more Minutes	2,259	
2020 Est. Avg Travel Time to Work in Minutes		32
2020 Est. Occupied Housing Units by Tenure	18,407	
Owner Occupied	16,303	88.57%
Renter Occupied	2,103	11.43%
2020 Owner Occ. HUs: Avg. Length of Residence		12.44
2020 Renter Occ. HUs: Avg. Length of Residence		5.87
2020 Est. Owner-Occupied Housing Units by Value	18,407	
Value Less than \$20,000	267	1.64%
Value \$20,000 - \$39,999	103	0.63%
Value \$40,000 - \$59,999	88	0.54%
Value \$60,000 - \$79,999	151	0.93%
Value \$80,000 - \$99,999	321	1.97%
Value \$100,000 - \$149,999	1,358	8.33%
Value \$150,000 - \$199,999	1,835	11.26%
Value \$200,000 - \$299,999	4,212	25.84%
Value \$300,000 - \$399,999	2,920	17.91%
Value \$400,000 - \$499,999	2,170	13.31%
Value \$500,000 - \$749,999	1,852	11.36%
Value \$750,000 - \$999,999	755	4.63%
Value \$1,000,000 or \$1,499,999	191	1.17%
Value \$1,500,000 or \$1,999,999	30	0.18%
Value \$2,000,000+	51	0.31%
2020 Est. Median All Owner-Occupied Housing Value		\$295,216

DESCRIPTION	DATA	%
2020 Est. Housing Units by Year Structure Built		
Housing Units Built 2014 or later	3,426	17.70%
Housing Units Built 2010 to 2014	1,137	5.87%
Housing Units Built 2000 to 2009	5,969	30.83%
Housing Units Built 1990 to 1999	3,051	15.76%
Housing Units Built 1980 to 1989	3,025	15.63%
Housing Units Built 1970 to 1979	1,615	8.34%
Housing Units Built 1960 to 1969	427	2.21%
Housing Units Built 1950 to 1959	431	2.23%
Housing Units Built 1940 to 1949	139	0.72%
Housing Unit Built 1939 or Earlier	140	0.72%
2020 Est. Median Year Structure Built		2002

2020 Est. Housing Units by Units in Structure		
1 Unit Detached	17,225	88.98%
1 Unit Attached	259	1.34%
2 Units	83	0.43%
3 or 4 Units	54	0.28%
5 to 19 Units	308	1.59%
20 to 49 Units	13	0.07%
50 or More Units	29	0.15%
Mobile Home or Trailer	1,348	6.96%
Boat, RV, Van, etc.	40	0.21%



All information furnished is from sources deemed reliable and is submitted subject to errors, omissions, change of terms and/or conditions.



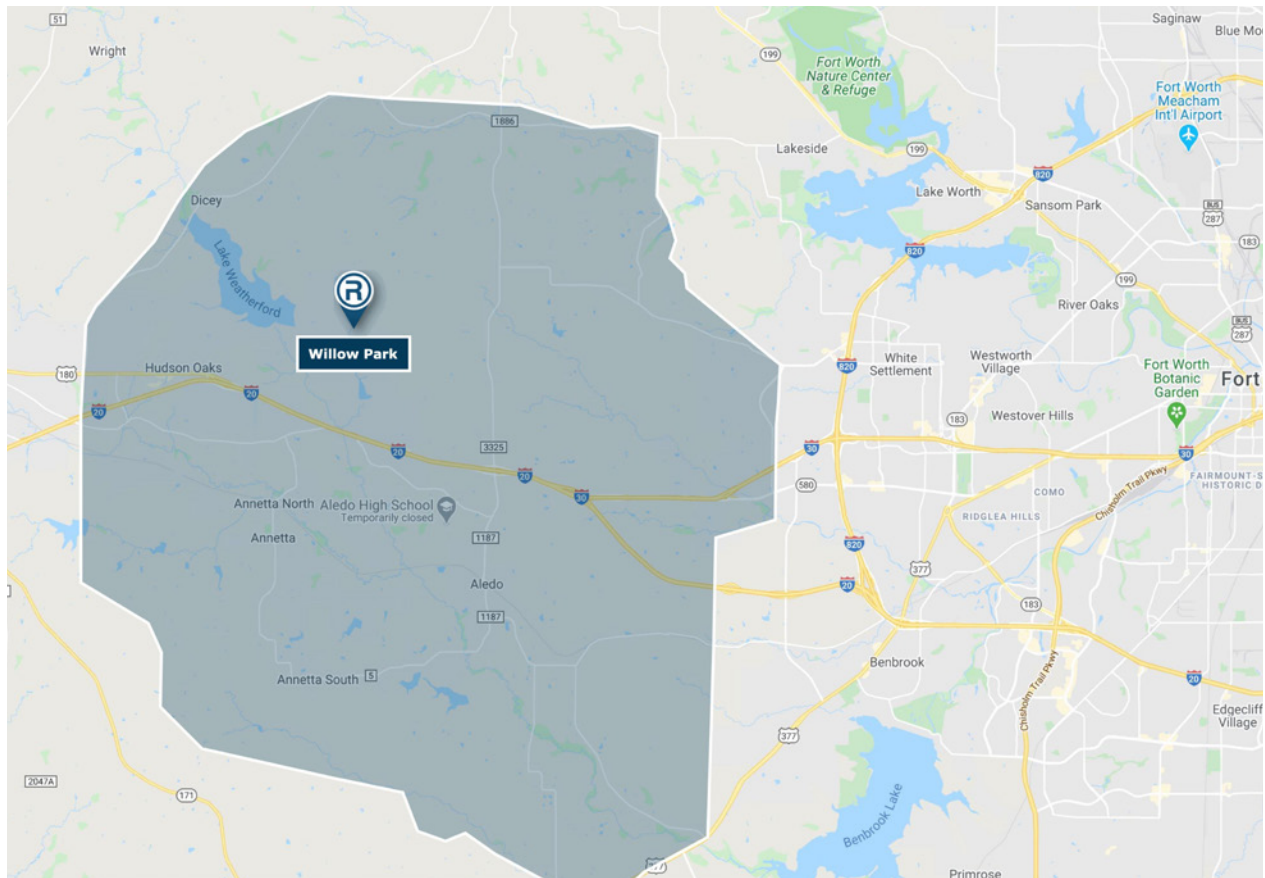


WILLOW PARK, TEXAS

# Primary Retail Trade Area Psychographic Profile



# Contact Information



**City of Willow Park**  
Bryan Grimes, TCMA  
City Administrator

516 Ranch House Road  
Willow Park, Texas 76087

Phone 817.441.7108  
[bgrimes@willowpark.org](mailto:bgrimes@willowpark.org)  
[www.willowpark.org](http://www.willowpark.org)



# About The Retail Coach

The Retail Coach is a national retail recruitment and development firm that combines strategy, technology, and creative expertise to develop and deliver high-impact retail recruitment and development plans to local governments, chambers of commerce, economic development organizations and private developers.

Through its unique Retail360® Process, The Retail Coach offers a dynamic system of products and services that better enable communities to maximize their retail development potential.

## Retail:360® Process

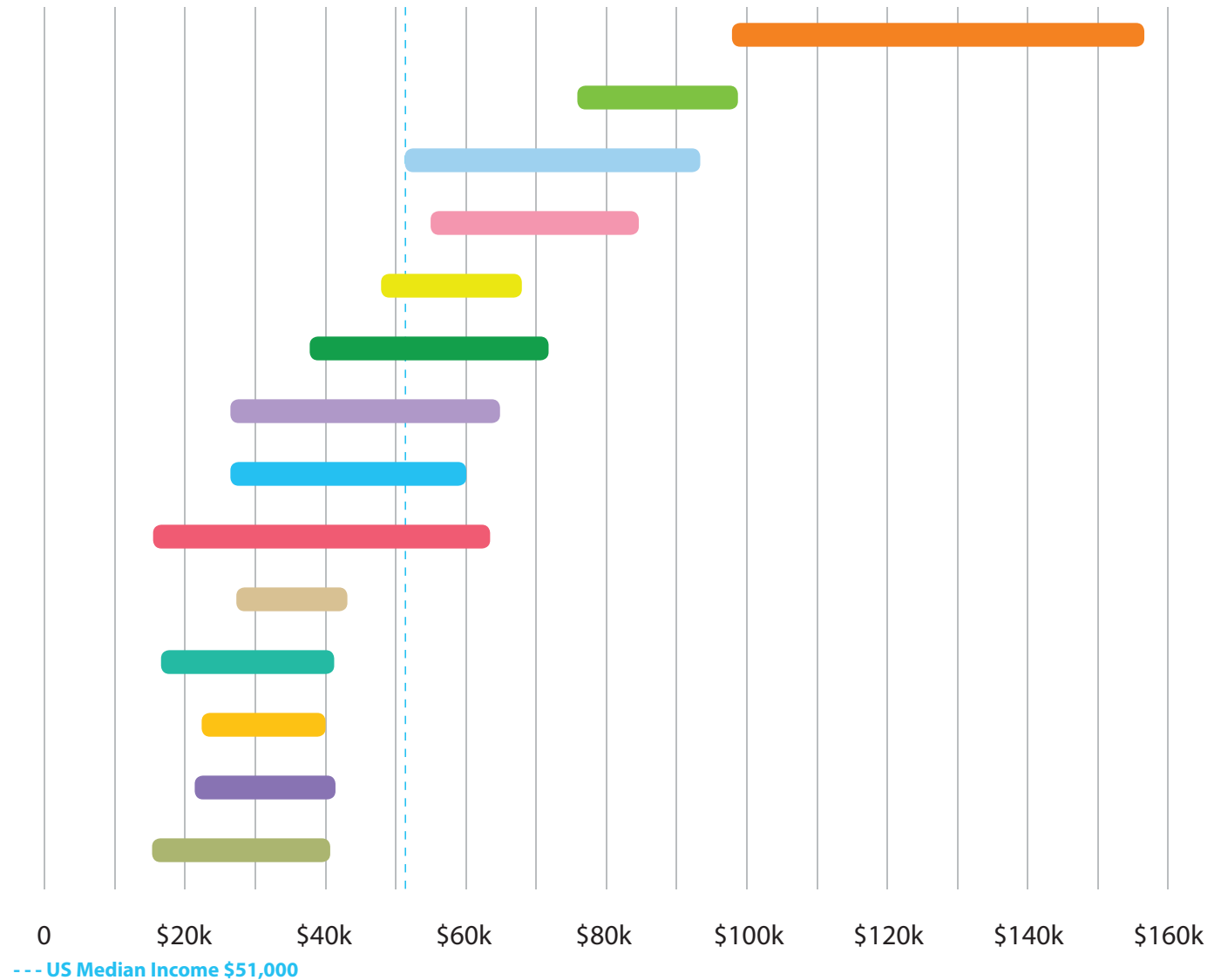
Providing more than simple data reports of psychographic and Psychographic trends, The Retail Coach goes well beyond other retail consulting and market research firms' offerings by combining current national and statewide Psychographics and trend data with real-world, "on-the-ground" information gathered through extensive visits to our clients' communities. Every community is different, and there is no "one size fits all" retail recruitment solution. Compiling the gathered data into client-tailored information packets that are uniquely designed for, and targeted to, specific retailers and restaurants who meet the community's needs help assure our clients that they are receiving the latest and best information for targeted retail recruitment efforts — all with personal service and coaching guidance that continues beyond the initial project scope and timeline.

Our Retail:360® Process assures that communities get timely, accurate and relevant information. Translating that data into the information that retailers need and seek assures our clients even better possibilities for tremendous retail growth and success.



# Income Range of Lifemode Summary Groups

Willow Park, Texas



## + L1 AFFLUENT ESTATES

Established wealth — educated, well-traveled married couples

## + L2 UPSCALE AVENUES

Prosperous, married couples in higher density neighborhoods

## + L3 UPTOWN INDIVIDUALS

Younger, urban singles on the move

## + L4 FAMILY LANDSCAPES

Successful younger families in newer housing

## + L5 GENXURBAN

Gen X in middle age; families with fewer kids and a mortgage

## + L6 COZY COUNTRY

Empty nesters in bucolic settings

## + L7 ETHNIC ENCLAVES

Established diversity — young, Hispanic homeowners with families

## + L8 MIDDLE GROUND

Lifestyles of thirtysomethings

## + L9 SENIOR STYLES

Senior lifestyles reveal the effects of saving for retirement

## + L10 RUSTIC OUTPOSTS

Country life with older families, older homes

## + L11 MIDTOWN SINGLES

Millennials on the move; single, diverse, and urban

## + L12 HOMETOWN

Growing up and staying close to home; single householders

## + L13 NEXT WAVE

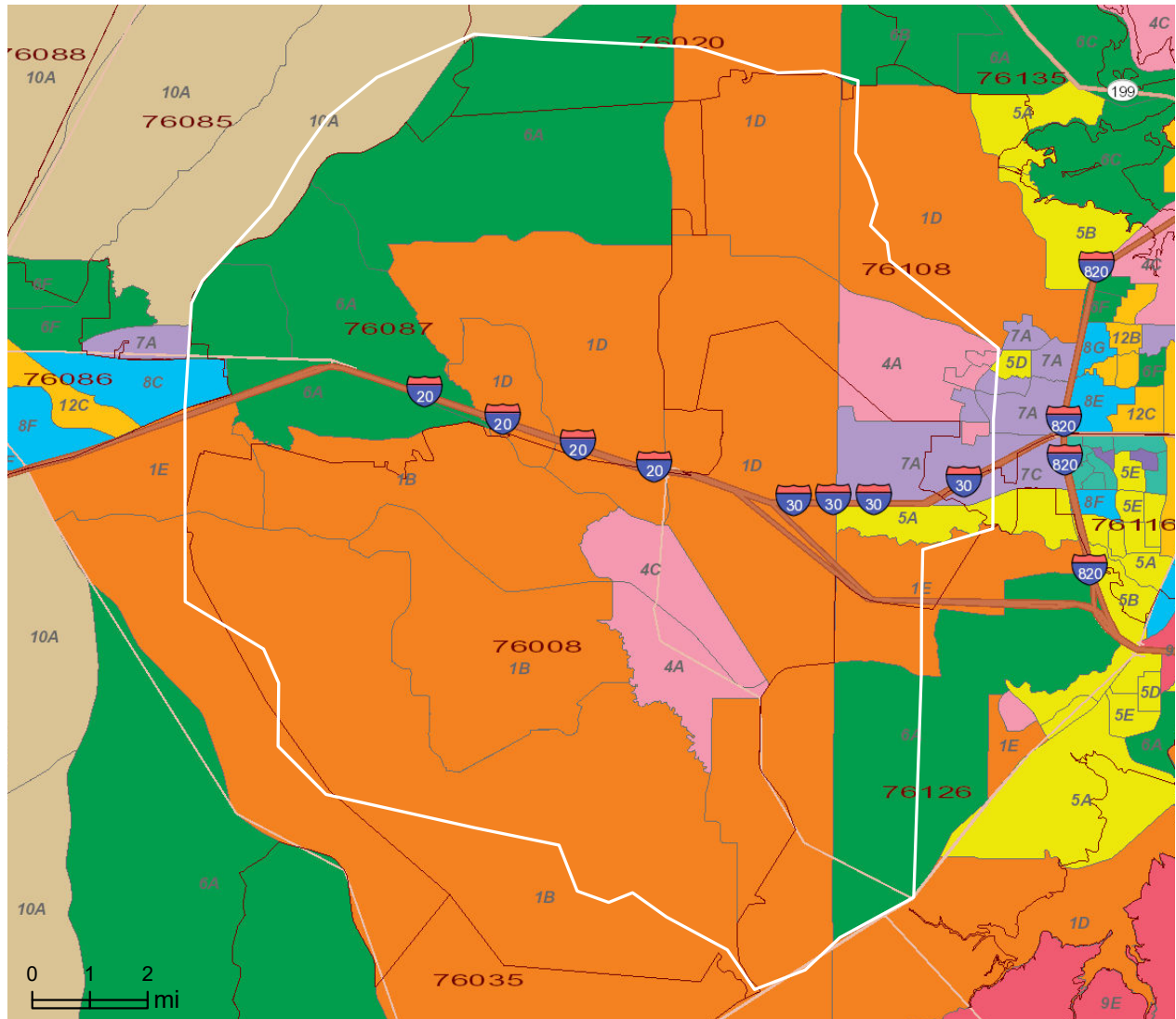
Urban denizens; young, diverse, hardworking families

## + L14 SCHOLARS AND PATRIOTS

College campuses and military neighborhoods

# Primary Retail Trade Area • Lifemode Summary Groups Map

Willow Park, Texas



## + L1 AFFLUENT ESTATES

Established wealth — educated, well-traveled married couples

## + L2 UPSCALE AVENUES

Prosperous, married couples in higher density neighborhoods

## + L3 UPTOWN INDIVIDUALS

Younger, urban singles on the move

## + L4 FAMILY LANDSCAPES

Successful younger families in newer housing

## + L5 GENXURBAN

Gen X in middle age; families with fewer kids and a mortgage

## + L6 COZY COUNTRY

Empty nesters in bucolic settings

## + L7 ETHNIC ENCLAVES

Established diversity — young, Hispanic homeowners with families

## + L8 MIDDLE GROUND

Lifestyles of thirtysomethings

## + L9 SENIOR STYLES

Senior lifestyles reveal the effects of saving for retirement

## + L10 RUSTIC OUTPOSTS

Country life with older families, older homes

## + L11 MIDTOWN SINGLES

Millennials on the move; single, diverse, and urban

## + L12 HOMETOWN

Growing up and staying close to home; single householders

## + L13 NEXT WAVE

Urban denizens; young, diverse, hardworking families

## + L14 SCHOLARS AND PATRIOTS

College campuses and military neighborhoods

# Primary Retail Trade Area • Top Tapestry Segments

Willow Park, Texas

	TAPESTRY SEGMENTATION	HOUSEHOLDS PERCENT	CUMULATIVE PERCENT	US HOUSEHOLDS PERCENT	CUMULATIVE PERCENT	INDEX
1	Savvy Suburbanites (1D)	24.9%	24.9%	3.0%	3.0%	837
2	Green Acres (6A)	24.2%	49.1%	3.2%	6.2%	747
3	Professional Pride (1B)	17.8%	66.9%	1.6%	7.8%	1,090
4	Soccer Moms (4A)	9.0%	75.9%	3.0%	10.8%	307
5	Up and Coming Families (7A)	8.4%	84.3%	2.5%	13.3%	328
	Subtotal	84.3%		13.3%		
6	Middleburg (4C)	4.9%	89.2%	2.9%	16.2%	165
7	Home Improvement (4B)	4.1%	93.3%	1.7%	17.9%	241
8	Comfortable Empty Nesters (5A)	3.2%	96.5%	2.4%	20.3%	130
9	American Dreamers (7C)	1.9%	98.4%	1.5%	21.8%	126
10	Exurbanites (1E)	1.1%	99.5%	1.9%	23.7%	55
	Subtotal	15.2%		10.4%		
11	Southern Satellites (10A)	0.3%	99.8%	3.2%	26.9%	9
12	Bright Young Professionals (8C)	0.2%	100.0%	2.3%	29.2%	10
13	Rustbelt Traditions (5D)	0.2%	100.2%	2.2%	31.4%	7
	Subtotal	0.7%		7.7%		
	Total	100.0%		31.4%		318

**+ L1 AFFLUENT ESTATES**

Established wealth — educated, well-traveled married couples

**+ L2 UPSCALE AVENUES**

Prosperous, married couples in higher density neighborhoods

**+ L3 UPTOWN INDIVIDUALS**

Younger, urban singles on the move

**+ L4 FAMILY LANDSCAPES**

Successful younger families in newer housing

**+ L5 GENXURBAN**

Gen X in middle age; families with fewer kids and a mortgage

**+ L6 COZY COUNTRY**

Empty nesters in bucolic settings

**+ L7 ETHNIC ENCLAVES**

Established diversity — young, Hispanic homeowners with families

**+ L8 MIDDLE GROUND**

Lifestyles of thirtysomethings

**+ L9 SENIOR STYLES**

Senior lifestyles reveal the effects of saving for retirement

**+ L10 RUSTIC OUTPOSTS**

Country life with older families, older homes

**+ L11 MIDTOWN SINGLES**

Millennials on the move; single, diverse, and urban

**+ L12 HOMETOWN**

Growing up and staying close to home; single householders

**+ L13 NEXT WAVE**

Urban denizens; young, diverse, hardworking families

**+ L14 SCHOLARS AND PATRIOTS**

College campuses and military neighborhoods

# 1D LifeMode Group: Affluent Estates Savvy Suburbanites

**US Households:** 3,664,200  
**Average Household Size:** 2.85

**Median Age:** 45.1  
**Median Household Income:** \$108,700

## WHO ARE WE?

Savvy Suburbanites residents are well educated, well read, and well capitalized. Families include empty nesters and empty nester wannabes, who still have adult children at home. Located in older neighborhoods outside the urban core, their suburban lifestyle includes home remodeling and gardening plus the active pursuit of sports and exercise. They enjoy good food and wine, plus the amenities of the city's cultural events.

## OUR NEIGHBORHOOD

- Established neighborhoods (most built between 1970 and 1990) found in the suburban periphery of large metropolitan markets.
- Married couples with no children or older children; average household size is 2.85.
- 91% owner occupied; 66% mortgaged (Index 160).
- Primarily single-family homes, with a median value of \$362,900 (Index 161).
- Low vacancy rate at 3.8%.

## SOCIOECONOMIC TRAITS

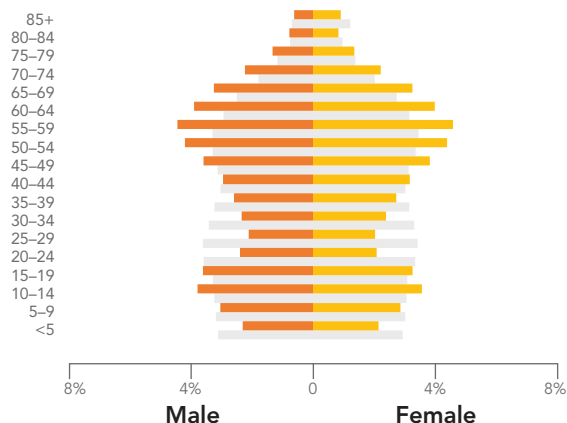
- Education: 50.6% college graduates; 77.6% with some college education.
- Low unemployment at 3.5% (Index 65); higher labor force participation rate at 67.9% (Index 109) with proportionately more 2-worker households at 62.2%, (Index 120).
- Well-connected consumers that appreciate technology and make liberal use of it for everything from shopping and banking to staying current and communicating.
- Informed shoppers that do their research prior to purchasing and focus on quality.

# 1D LifeMode Group: Affluent Estates Savvy Suburbanites

## AGE BY SEX (Esri data)

Median Age: **45.1** US: 38.2

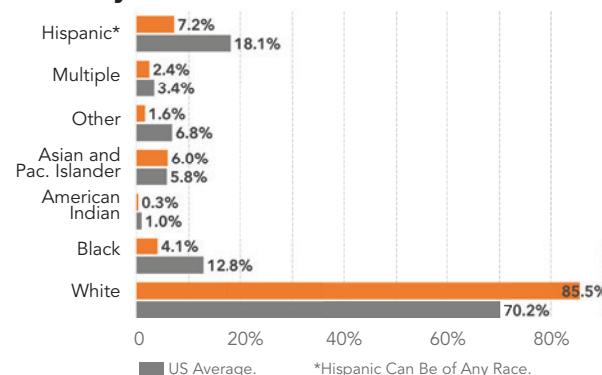
■ Indicates US



## RACE AND ETHNICITY (Esri data)

The Diversity Index summarizes racial and ethnic diversity. The index shows the likelihood that two persons, chosen at random from the same area, belong to different race or ethnic groups. The index ranges from 0 (no diversity) to 100 (complete diversity).

Diversity Index: **36.2** US: 64.0



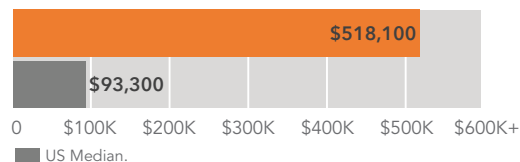
## INCOME AND NET WORTH

Net worth measures total household assets (homes, vehicles, investments, etc.) less any debts, secured (e.g., mortgages) or unsecured (credit cards). Household income and net worth are estimated by Esri.

### Median Household Income



### Median Net Worth



## HOUSING

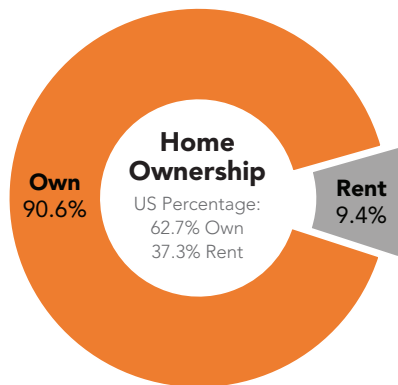
Median home value is displayed for markets that are primarily owner occupied; average rent is shown for renter-occupied markets. Tenure and home value are estimated by Esri. Housing type and average rent are from the Census Bureau's American Community Survey.



Typical Housing:  
Single Family

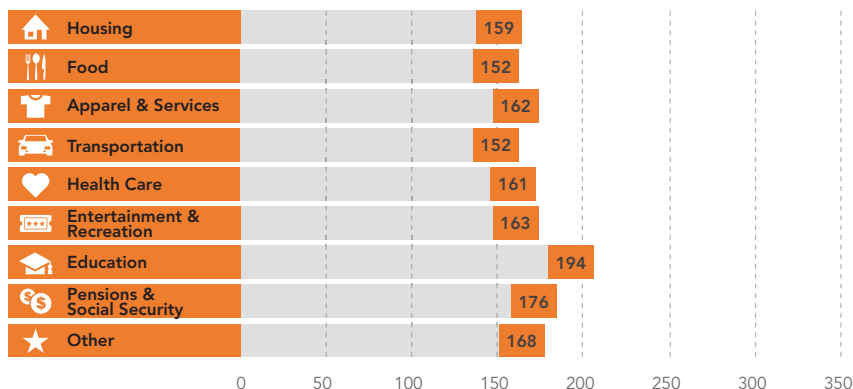
Median Value:  
\$362,900

US Median: \$207,300



## AVERAGE HOUSEHOLD BUDGET INDEX

The index compares the average amount spent in this market's household budgets for housing, food, apparel, etc., to the average amount spent by all US households. An index of 100 is average. An index of 120 shows that average spending by consumers in this market is 20 percent above the national average. Consumer expenditures are estimated by Esri.



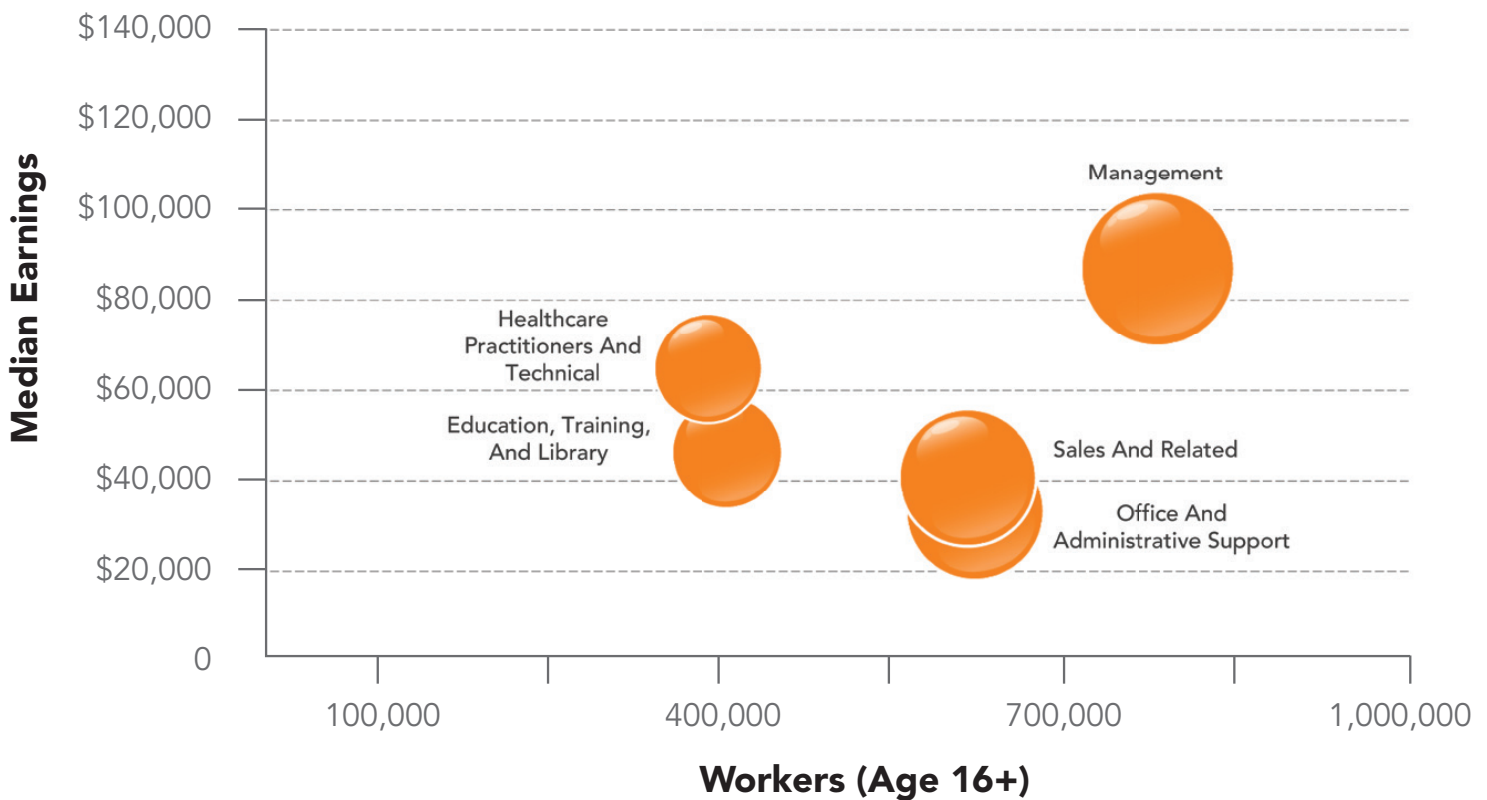
# 1D LifeMode Group: Affluent Estates Savvy Suburbanites

## Market Profile

- Residents prefer late model, family-oriented vehicles: SUVs, minivans, and station wagons.
- Gardening and home remodeling are priorities, usually DIY. Riding mowers and power tools are popular, although they also hire contractors for the heavy lifting.
- There is extensive use of housekeeping and personal care services.
- Foodies: They like to cook and prefer natural or organic products.
- These investors are financially active, using a number of resources for informed investing. They are not afraid of debt; many households carry first and second mortgages, plus home equity credit lines.
- Physically fit, residents actively pursue a number of sports, from skiing to golf, and invest heavily in sports gear and exercise equipment.

## OCCUPATION BY EARNINGS

The five occupations with the highest number of workers in the market are displayed by median earnings. Data from the Census Bureau's American Community Survey.



# 6A LifeMode Group: Cozy Country Living Green Acres

**US Households:** 3,923,400  
**Average Household Size:** 2.70

**Median Age:** 43.9  
**Median Household Income:** \$76,800

## WHO ARE WE?

The Green Acres lifestyle features country living and self-reliance. They are avid do-it-yourselfers, maintaining and remodeling their homes, with all the necessary power tools to accomplish the jobs. Gardening, especially growing vegetables, is also a priority, again with the right tools, tillers, tractors, and riding mowers. Outdoor living also features a variety of sports: hunting and fishing, motorcycling, hiking and camping, and even golf. Self-described conservatives, residents of Green Acres remain pessimistic about the near future yet are heavily invested in it.

## OUR NEIGHBORHOOD

- Rural enclaves in metropolitan areas, primarily (not exclusively) older homes with acreage; new housing growth in the past 15 years.
- Single-family, owner-occupied housing, with a median value of \$235,500.
- An older market, primarily married couples, most with no children.

## SOCIOECONOMIC TRAITS

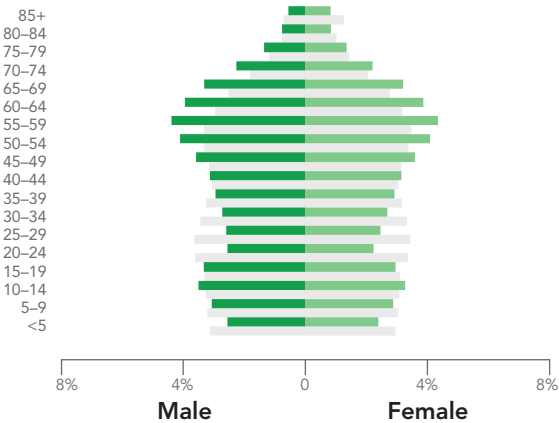
- Education: More than 60% are college educated.
- Unemployment is low at 3.8% (Index 70); labor force participation rate is high at 66.8% (Index 107).
- Income is derived not only from wages and salaries but also from self-employment (more than 13% of households), investments (27% of households), and increasingly, from retirement.
- They are cautious consumers with a focus on quality and durability.
- Comfortable with technology, more as a tool than a trend: banking or paying bills online is convenient; but the Internet is not viewed as entertainment.
- Economic outlook is professed as pessimistic, but consumers are comfortable with debt, primarily as home and auto loans, and investments.

# 6A LifeMode Group: Cozy Country Living Green Acres

## AGE BY SEX (Esri data)

Median Age: **43.9** US: 38.2

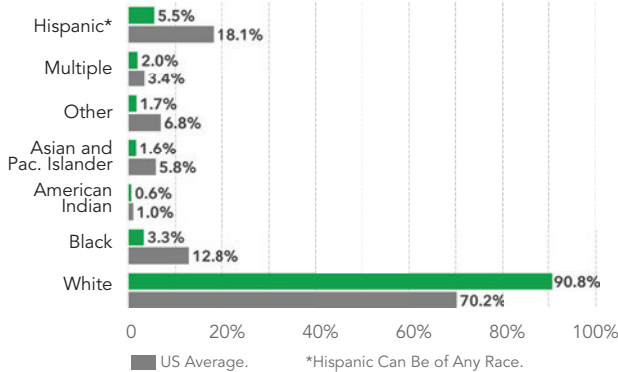
■ Indicates US



## RACE AND ETHNICITY (Esri data)

The Diversity Index summarizes racial and ethnic diversity. The index shows the likelihood that two persons, chosen at random from the same area, belong to different race or ethnic groups. The index ranges from 0 (no diversity) to 100 (complete diversity).

Diversity Index: **26.0** US: 64.0



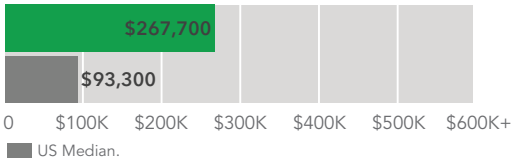
## INCOME AND NET WORTH

Net worth measures total household assets (homes, vehicles, investments, etc.) less any debts, secured (e.g., mortgages) or unsecured (credit cards). Household income and net worth are estimated by Esri.

### Median Household Income



### Median Net Worth



## HOUSING

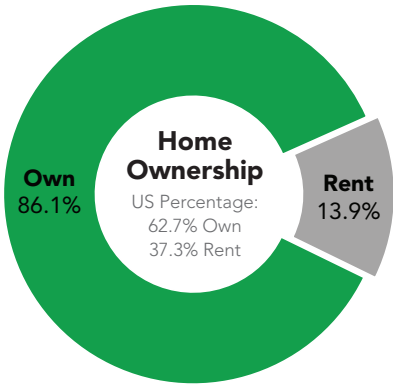
Median home value is displayed for markets that are primarily owner occupied; average rent is shown for renter-occupied markets. Tenure and home value are estimated by Esri. Housing type and average rent are from the Census Bureau's American Community Survey.



Typical Housing:  
Single Family

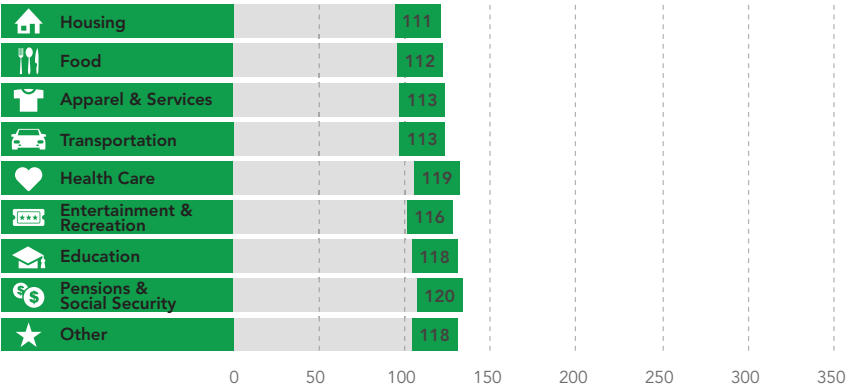
Median Value:  
\$235,500

US Median: \$207,300



## AVERAGE HOUSEHOLD BUDGET INDEX

The index compares the average amount spent in this market's household budgets for housing, food, apparel, etc., to the average amount spent by all US households. An index of 100 is average. An index of 120 shows that average spending by consumers in this market is 20 percent above the national average. Consumer expenditures are estimated by Esri.



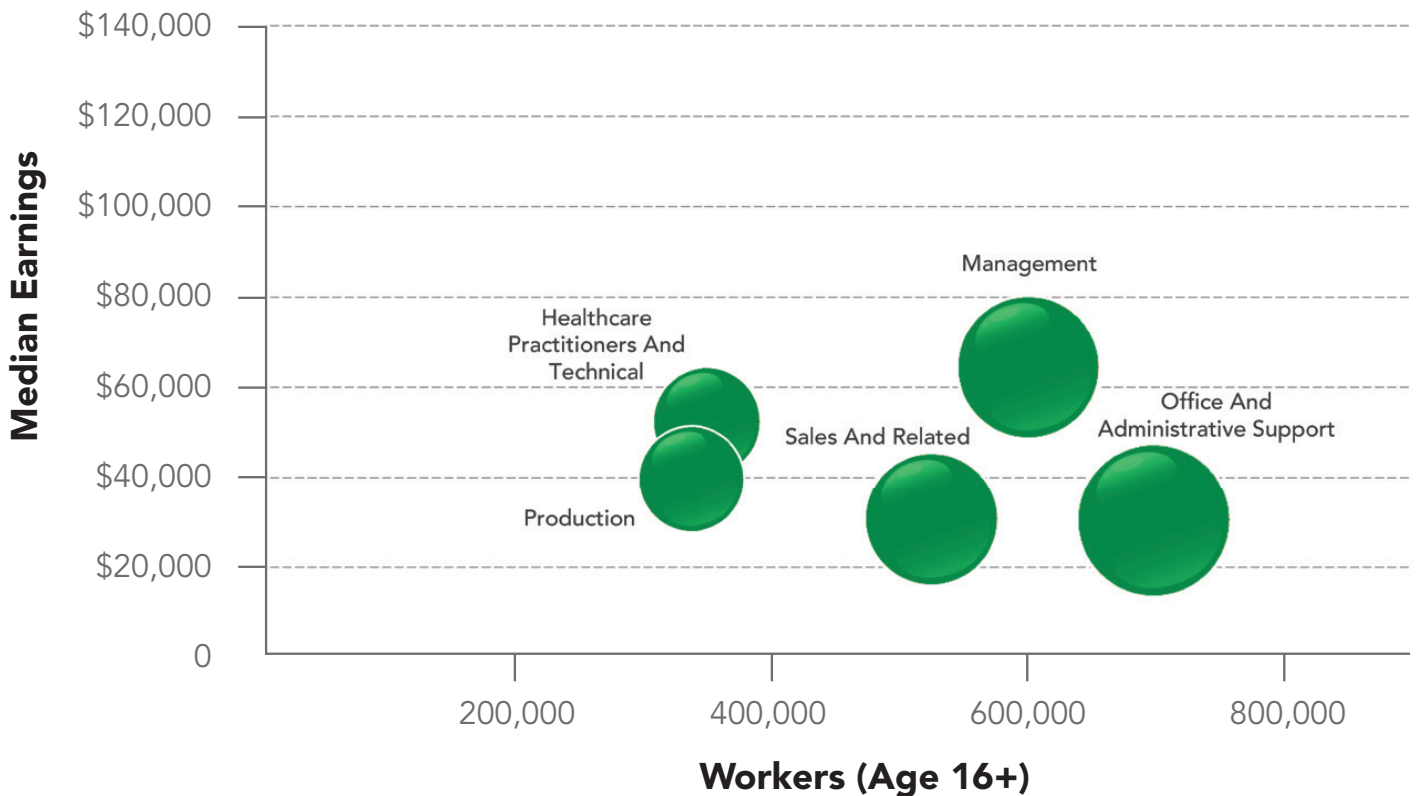
# 6A LifeMode Group: Cozy Country Living Green Acres

## Market Profile

- Purchasing choices reflect Green Acres' residents country life, including a variety of vehicles from trucks and SUVs to ATVs and motorcycles, preferably late model.
- Homeowners favor DIY home improvement projects and gardening.
- Media of choice are provided by satellite service, radio, and television, also with an emphasis on country and home and garden.
- Green Acres residents pursue physical fitness vigorously, from working out on home exercise equipment to playing a variety of sports.
- Residents are active in their communities and a variety of social organizations, from charitable to veterans' clubs.

## OCCUPATION BY EARNINGS

The five occupations with the highest number of workers in the market are displayed by median earnings. Data from the Census Bureau's American Community Survey.



# 1B LifeMode Group: Affluent Estates Professional Pride

**US Households:** 1,982,300  
**Average Household Size:** 3.13

**Median Age:** 40.8  
**Median Household Income:** \$138,100

## WHO ARE WE?

Professional Pride consumers are well-educated career professionals that have prospered through the Great Recession. To maintain their upscale suburban lifestyles, these goal oriented couples work, often commuting far and working long hours. However, their schedules are fine-tuned to meet the needs of their school age children. They are financially savvy; they invest wisely and benefit from interest and dividend income. So far, these established families have accumulated an average of 1.6 million dollars in net worth, and their annual household income runs at more than twice the US level. They take pride in their newer homes and spend valuable time and energy upgrading. Their homes are furnished with the latest in home trends, including finished basements equipped with home gyms and in-home theaters.

## OUR NEIGHBORHOOD

- Typically owner occupied (Index 146), single-family homes are in newer neighbor hoods: 67% of units were built in the last 20 years.
- Neighborhoods are primarily located in the suburban periphery of large metropolitan areas.
- Most households own three or more vehicles; long commutes are the norm.
- Homes are valued at more than twice the US median home value, although three out of four homeowners have mortgages to pay off.
- Families are mostly married couples (almost 80% of households), and nearly half of these families have kids. Their average household size, 3.13, reflects the presence of children.

## SOCIOECONOMIC TRAITS

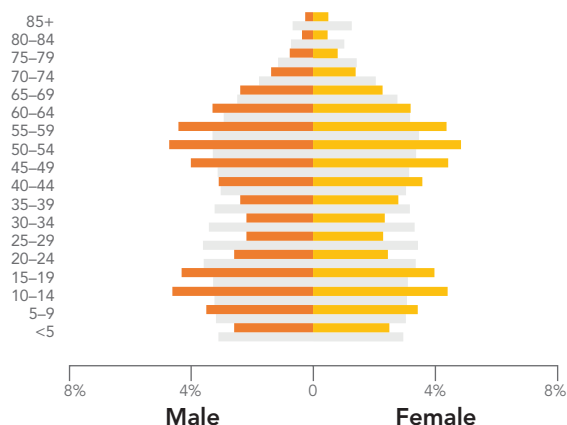
- Professional Pride consumers are highly qualified in the science, technology, law, or finance fields; they've worked hard to build their professional reputation or their start-up businesses.
- These consumers are willing to risk their accumulated wealth in the stock market.
- They have a preferred financial institution, regularly read financial news, and use the Internet for banking transactions.
- These residents are goal oriented and strive for lifelong earning and learning.
- Life here is well organized; routine is a key ingredient to daily life.

# 1B LifeMode Group: Affluent Estates Professional Pride

## AGE BY SEX (Esri data)

Median Age: **40.8** US: 38.2

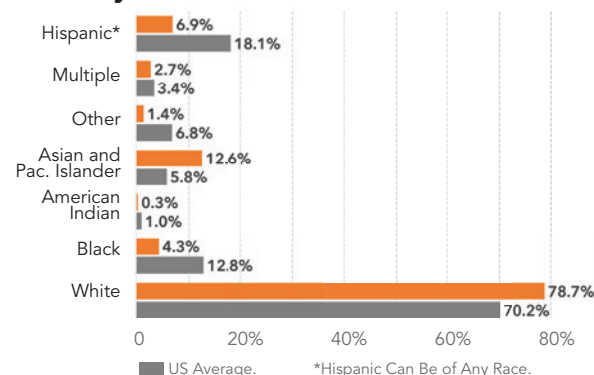
■ Indicates US



## RACE AND ETHNICITY (Esri data)

The Diversity Index summarizes racial and ethnic diversity. The index shows the likelihood that two persons, chosen at random from the same area, belong to different race or ethnic groups. The index ranges from 0 (no diversity) to 100 (complete diversity).

Diversity Index: **44.5** US: 64.0



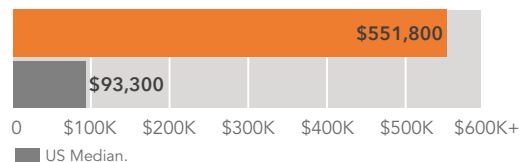
## INCOME AND NET WORTH

Net worth measures total household assets (homes, vehicles, investments, etc.) less any debts, secured (e.g., mortgages) or unsecured (credit cards). Household income and net worth are estimated by Esri.

### Median Household Income



### Median Net Worth



## HOUSING

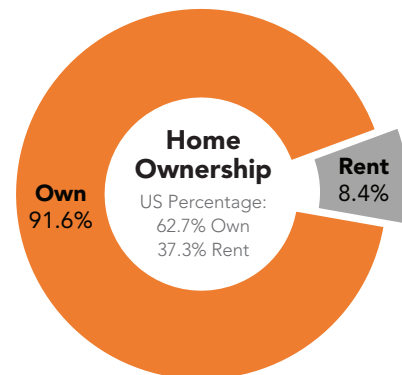
Median home value is displayed for markets that are primarily owner occupied; average rent is shown for renter-occupied markets. Tenure and home value are estimated by Esri. Housing type and average rent are from the Census Bureau's American Community Survey.



Typical Housing:  
Single Family

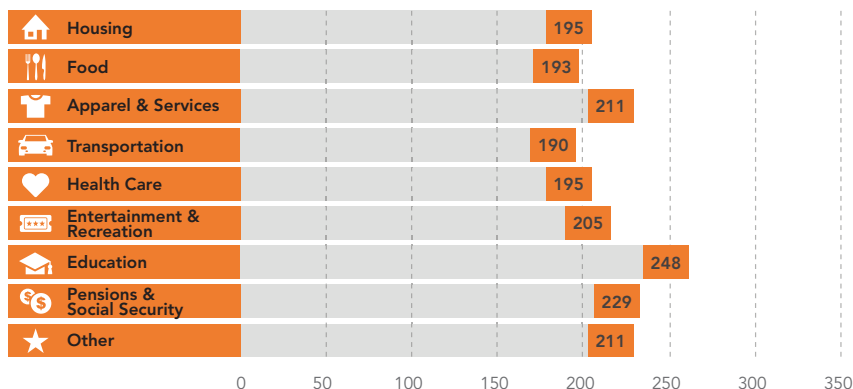
Median Value:  
\$433,400

US Median: \$207,300



## AVERAGE HOUSEHOLD BUDGET INDEX

The index compares the average amount spent in this market's household budgets for housing, food, apparel, etc., to the average amount spent by all US households. An index of 100 is average. An index of 120 shows that average spending by consumers in this market is 20 percent above the national average. Consumer expenditures are estimated by Esri.



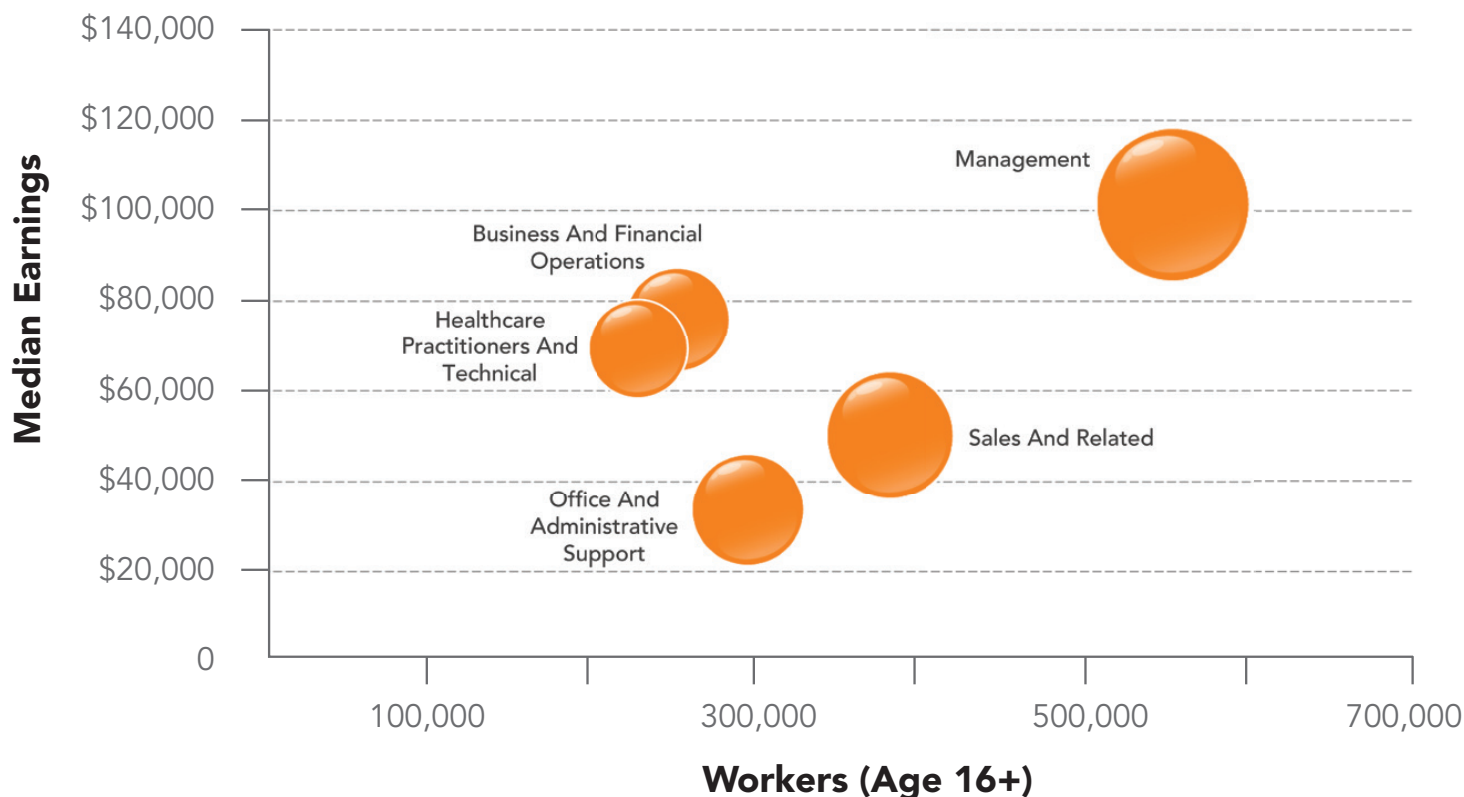
# 1B LifeMode Group: Affluent Estates Professional Pride

## Market Profile

- These frequent travelers take several domestic trips a year, preferring to book their plane tickets, accommodations, and rental cars via the Internet.
- Residents take pride in their picture-perfect homes, which they continually upgrade. They shop at Home Depot and Bed Bath & Beyond to tackle the smaller home improvement and remodeling tasks but contract out the larger projects.
- To keep up with their busy households, they hire housekeepers or professional cleaners.
- Residents are prepared for the ups and downs in life; they maintain life insurance; homeowners and auto insurance; as well as medical, vision, dental, and prescription insurance through work. They are actively investing for the future; they hold 401(k) and IRA retirement plans, plus securities.
- Consumers spend on credit but have the disposable income to avoid a balance on their credit cards. They spend heavily on Internet shopping; Amazon.com is a favorite website.
- Consumers find time in their busy schedules for themselves. They work out in their home gyms, owning at least a treadmill, an elliptical, or weightlifting equipment. They also visit the salon and spa regularly.
- All family members are avid readers; they read on their smartphones, tablets, and e-readers but also read hard copies of epicurean, home service, and sports magazines.
- Residents, both young and old, are tech savvy; they not only own the latest and greatest in tablets, smartphones, and laptops but actually use the features each has to offer.

## OCCUPATION BY EARNINGS

The five occupations with the highest number of workers in the market are displayed by median earnings. Data from the Census Bureau's American Community Survey.



# 4A LifeMode Group: Family Landscapes

## Soccer Moms

**US Households:** 3,541,300  
**Average Household Size:** 2.97

**Median Age:** 37.0  
**Median Household Income:** \$90,500

### WHO ARE WE?

Soccer Moms is an affluent, family-oriented market with a country flavor. Residents are partial to new housing away from the bustle of the city but close enough to commute to professional job centers. Life in this suburban wilderness offsets the hectic pace of two working parents with growing children. They favor time-saving devices, like banking online or housekeeping services, and family-oriented pursuits.

### OUR NEIGHBORHOOD

- Soccer Moms residents prefer the suburban periphery of metropolitan areas.
- Predominantly single family, homes are in newer neighborhoods, 34% built in the 1990s (Index 236), 31% built since 2000.
- Owner-occupied homes have high rate of mortgages at 68% (Index 164), and low rate vacancy at 4%.
- Median home value is \$257,400.
- Most households are married couples with children; average household size is 2.97.
- Most households have 2 or 3 vehicles; long travel time to work including a disproportionate number commuting from a different county (Index 132).

### SOCIOECONOMIC TRAITS

- Education: 40.5% college graduates; more than 72% with some college education.
- Low unemployment at 3.8%; high labor force participation rate at 71%; 2 out of 3 households include 2+ workers (Index 124).
- Connected, with a host of wireless devices from iPods to tablets—anything that enables convenience, like banking, paying bills, or even shopping online.
- Well insured and invested in a range of funds, from savings accounts or bonds to stocks.
- Carry a higher level of debt, including first (Index 149) and second mortgages (Index 154) and auto loans (Index 149).

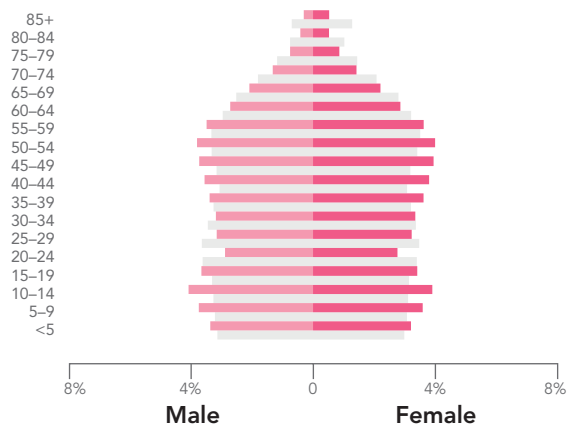
# 4A LifeMode Group: Family Landscapes

## Soccer Moms

### AGE BY SEX (Esri data)

Median Age: **37.0** US: 38.2

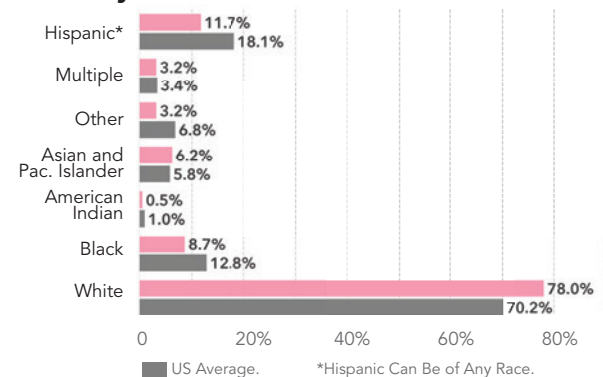
■ Indicates US



### RACE AND ETHNICITY (Esri data)

The Diversity Index summarizes racial and ethnic diversity. The index shows the likelihood that two persons, chosen at random from the same area, belong to different race or ethnic groups. The index ranges from 0 (no diversity) to 100 (complete diversity).

Diversity Index: **50.8** US: 64.0



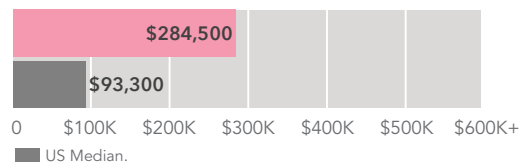
### INCOME AND NET WORTH

Net worth measures total household assets (homes, vehicles, investments, etc.) less any debts, secured (e.g., mortgages) or unsecured (credit cards). Household income and net worth are estimated by Esri.

#### Median Household Income



#### Median Net Worth



### HOUSING

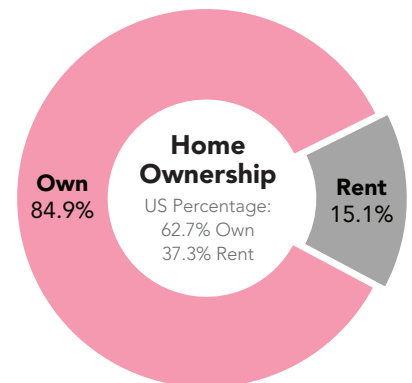
Median home value is displayed for markets that are primarily owner occupied; average rent is shown for renter-occupied markets. Tenure and home value are estimated by Esri. Housing type and average rent are from the Census Bureau's American Community Survey.



Typical Housing:  
Single Family

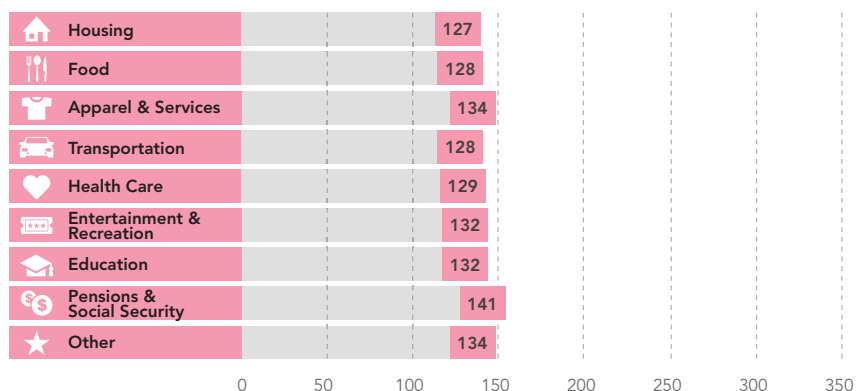
Median Value:  
\$257,400

US Median: \$207,300



### AVERAGE HOUSEHOLD BUDGET INDEX

The index compares the average amount spent in this market's household budgets for housing, food, apparel, etc., to the average amount spent by all US households. An index of 100 is average. An index of 120 shows that average spending by consumers in this market is 20 percent above the national average. Consumer expenditures are estimated by Esri.



# 4A LifeMode Group: Family Landscapes

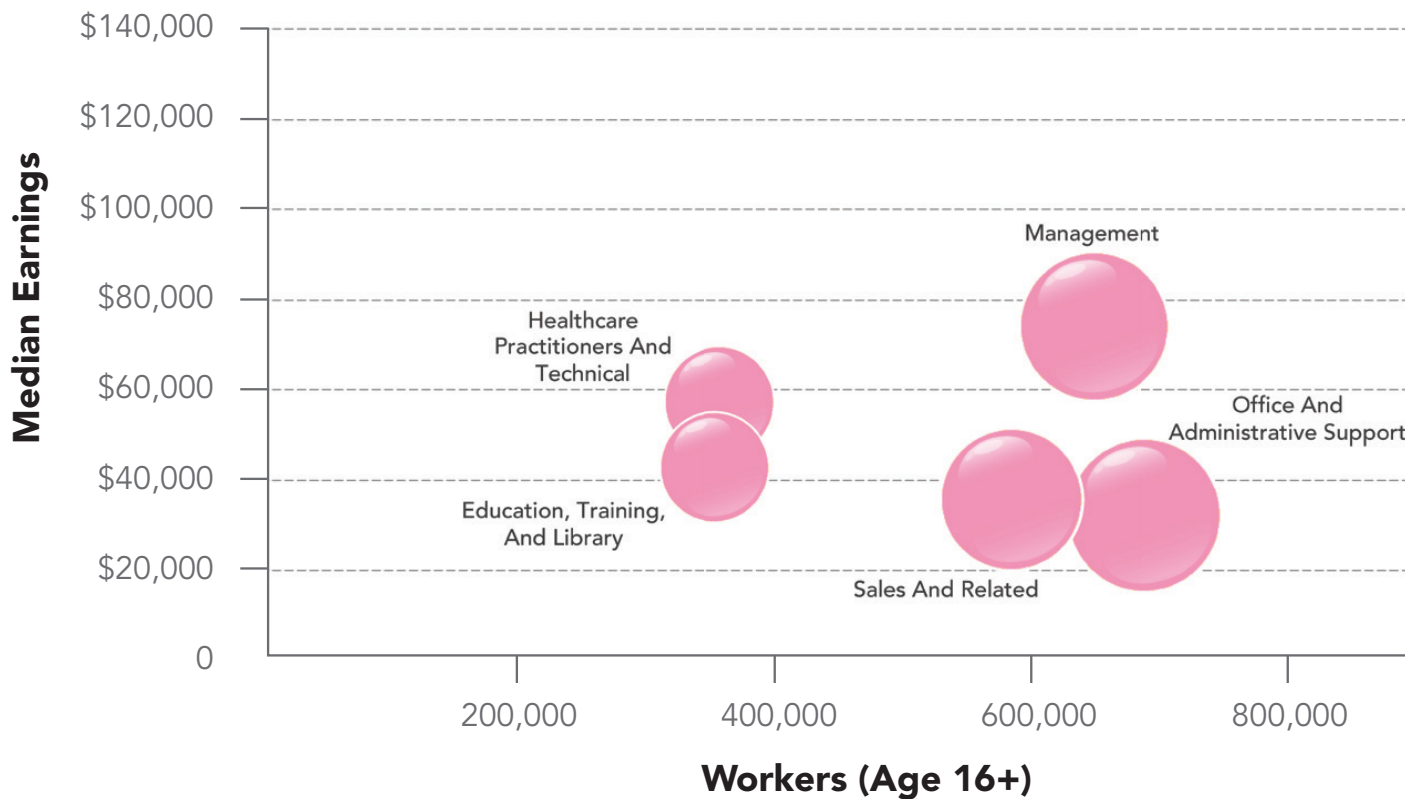
## Soccer Moms

### Market Profile

- Most households own at least 2 vehicles; the most popular types are minivans and SUVs.
- Family-oriented purchases and activities dominate, like 4+ televisions (Index 154), movie purchases or rentals, children's apparel and toys, and visits to theme parks or zoos.
- Outdoor activities and sports are characteristic of life in the suburban periphery. They attend sporting events, as well as participate in them like bicycling, jogging, golfing, and boating.
- Home maintenance services are frequently contracted, but these families also like their gardens and own the tools for minor upkeep, like lawn mowers, trimmers, and blowers.

### OCCUPATION BY EARNINGS

The five occupations with the highest number of workers in the market are displayed by median earnings. Data from the Census Bureau's American Community Survey.



# 7A LifeMode Group: Ethnic Enclaves

## Up and Coming Families

**US Households:** 2,901,200  
**Average Household Size:** 3.12

**Median Age:** 31.4  
**Median Household Income:** \$72,000

### WHO ARE WE?

Up and Coming Families is a market in transition—residents are younger and more mobile and ethnically diverse than the previous generation. They are ambitious, working hard to get ahead, and willing to take some risks to achieve their goals. The recession has impacted their financial well-being, but they are optimistic. Their homes are new; their families are young. And this is one of the fastest-growing markets in the country.

### OUR NEIGHBORHOOD

- New suburban periphery: new families in new housing subdivisions.
- Building began in the housing boom of the 2000s and continues in this fast-growing market.
- Single-family homes with a median value of \$194,400 and a lower vacancy rate.
- The price of affordable housing: longer commute times (Index 217).

### SOCIOECONOMIC TRAITS

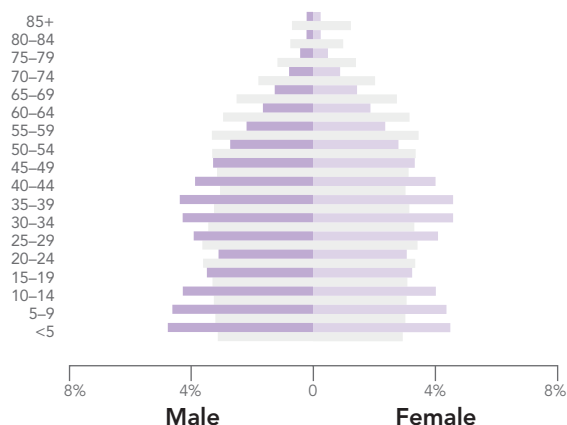
- Education: 67% have some college education or degree(s).
- Hard-working labor force with a participation rate of 71% (Index 114) and low unemployment at 4.6% (Index 84).
- Most households (61%) have 2 or more workers.
- Careful shoppers, aware of prices, willing to shop around for the best deals and open to influence by others' opinions.
- Seek the latest and best in technology.
- Young families still feathering the nest and establishing their style.

# 7A LifeMode Group: Ethnic Enclaves Up and Coming Families

## AGE BY SEX (Esri data)

Median Age: **31.4** US: 38.2

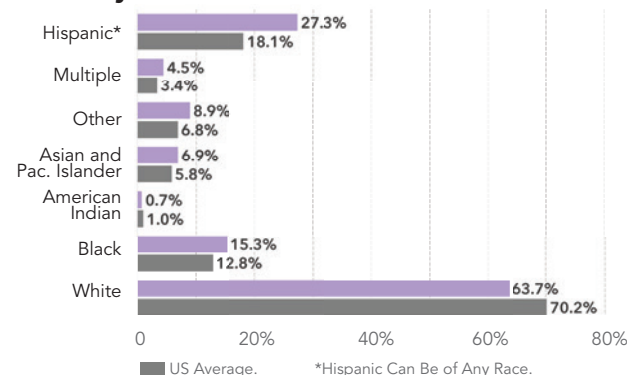
■ Indicates US



## RACE AND ETHNICITY (Esri data)

The Diversity Index summarizes racial and ethnic diversity. The index shows the likelihood that two persons, chosen at random from the same area, belong to different race or ethnic groups. The index ranges from 0 (no diversity) to 100 (complete diversity).

Diversity Index: **73.9** US: 64.0



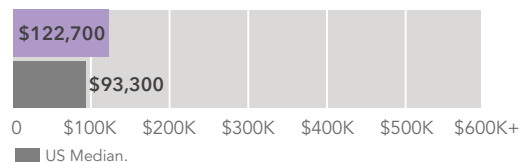
## INCOME AND NET WORTH

Net worth measures total household assets (homes, vehicles, investments, etc.) less any debts, secured (e.g., mortgages) or unsecured (credit cards). Household income and net worth are estimated by Esri.

### Median Household Income



### Median Net Worth



## HOUSING

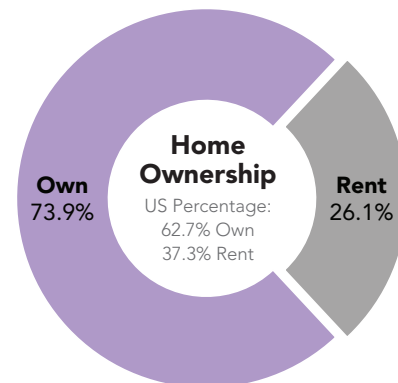
Median home value is displayed for markets that are primarily owner occupied; average rent is shown for renter-occupied markets. Tenure and home value are estimated by Esri. Housing type and average rent are from the Census Bureau's American Community Survey.



Typical Housing:  
Single Family

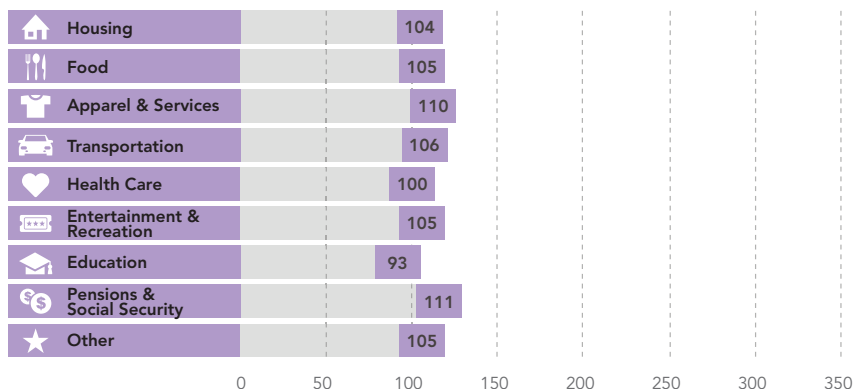
Median Value:  
\$194,400

US Median: \$207,300



## AVERAGE HOUSEHOLD BUDGET INDEX

The index compares the average amount spent in this market's household budgets for housing, food, apparel, etc., to the average amount spent by all US households. An index of 100 is average. An index of 120 shows that average spending by consumers in this market is 20 percent above the national average. Consumer expenditures are estimated by Esri.



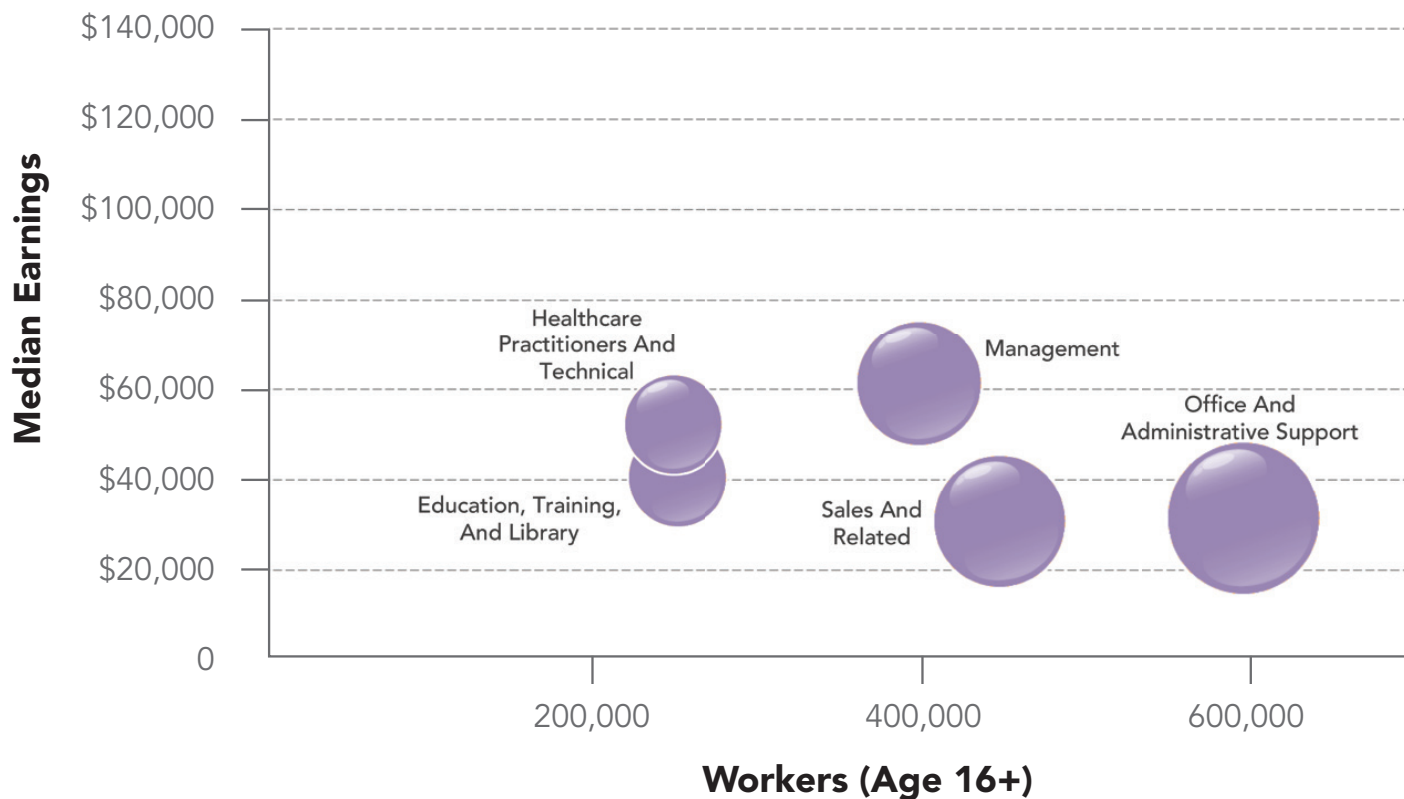
# 7A LifeMode Group: Ethnic Enclaves Up and Coming Families

## Market Profile

- Rely on the Internet for entertainment, information, shopping, and banking.
- Prefer imported SUVs or compact cars, late models.
- Carry debt from credit card balances to student loans and mortgages, but also maintain retirement plans and make charitable contributions.
- Busy with work and family; use home and landscaping services to save time.
- Find leisure in family activities, movies at home, trips to theme parks or the zoo, and sports; from golfing, weight lifting, to taking a jog or run.

## OCCUPATION BY EARNINGS

The five occupations with the highest number of workers in the market are displayed by median earnings. Data from the Census Bureau's American Community Survey.





The observations, conclusions and recommendations contained in this study are solely those of The Retail Coach, LLC and should not be construed to represent the opinions of others, including its clients, or any other entity prior to such entity's express approval of this study.

Sources used in completing this study include: infoUSA™, Applied Geographic Solutions, Environics Analytics, ESRI, U.S. Census Bureau, Economy.com, Placer.AI, Spatial Insights Inc., Urban Land Institute, CensusViewer.com, International Council of Shopping Centers, and/or U.S. Bureau of Labor and Statistics. To better represent current data, where applicable, portions of estimated actual sales may be calculated using an average sales per square foot model. Mapping data is provided by Google, Nielsen, ESRI and/or Microsoft Corporation.

 TheRetailCoach.

# Retail Market Profile

Willow Park, Texas



## Population

2010	39,449
2020	51,937
2025	56,696

## Educational Attainment (%)

Graduate or Professional Degree	13.6%
Bachelors Degree	27.3%
Associate Degree	9.5%
Some College	22.9%
High School Graduate (GED)	20.3%
Some High School, No Degree	4.2%
Less than 9th Grade	2.2%

## Income

Average HH	\$146,728
Median HH	\$107,610
Per Capita	\$52,006

## Age

0 - 9 Years	12.27%
10 - 17 Years	11.68%
18 - 24 Years	9.09%
25 - 34 Years	10.71%
35 - 44 Years	11.01%
45 - 54 Years	14.06%
55 - 64 Years	15.33%
65 and Older	15.85%
Median Age	40.88
Average Age	39.68

## Race Distribution (%)

White	89.57%
Black/African American	2.57%
American Indian/Alaskan	0.65%
Asian	1.38%
Native Hawaiian/Islander	0.09%
Other Race	3.60%
Two or More Races	2.15%
Hispanic	12.51%



**Bryan Grimes, TCMA**  
City of Willow Park  
City Administrator

516 Ranch House Road  
Willow Park, Texas 76087

Phone 817.441.7108  
bgrimes@willowpark.org  
www.willowpark.org

**Aaron Farmer**  
The Retail Coach, LLC  
President

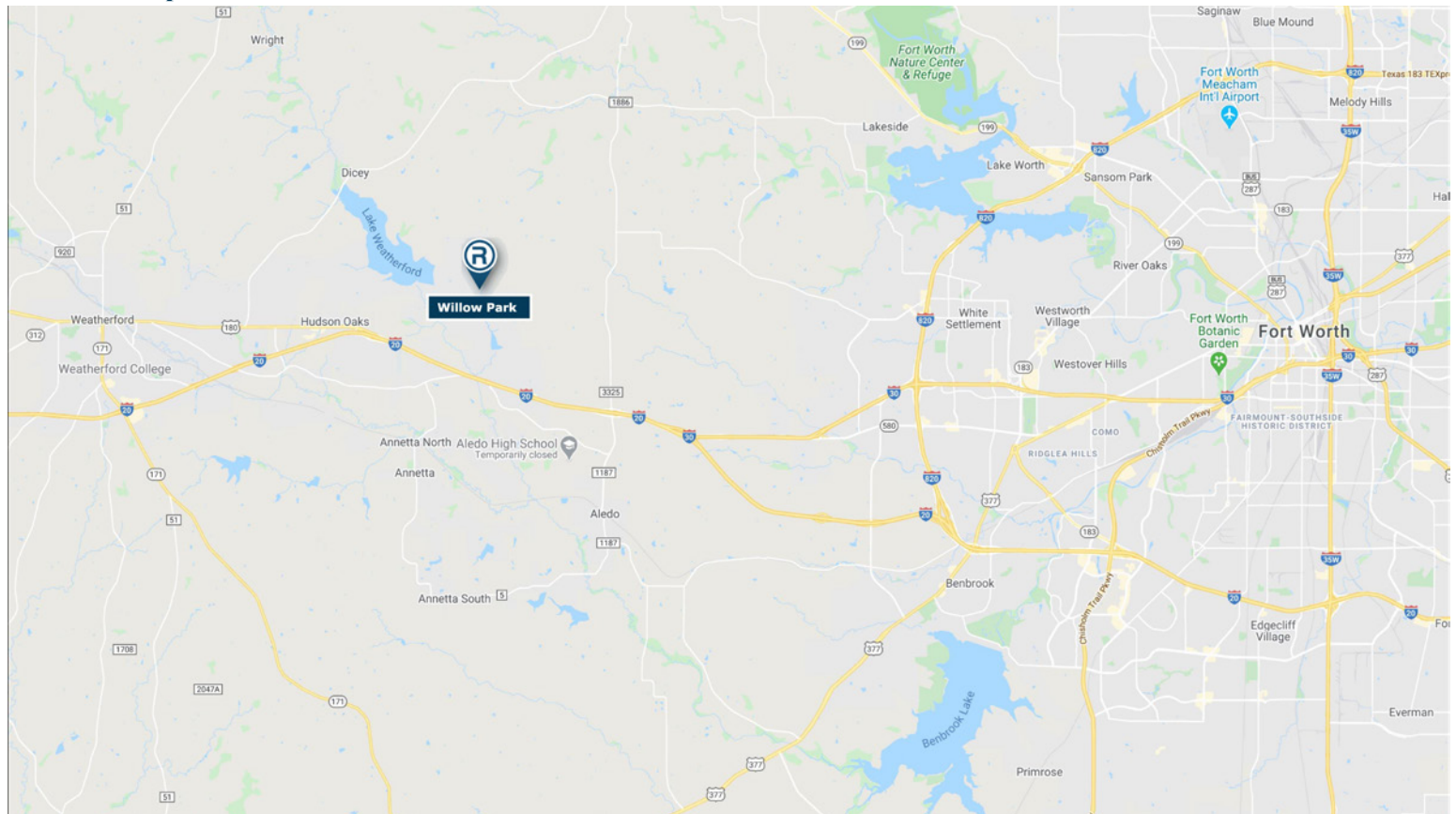
Office 662.844.2155  
Cell 662.231.0608  
AFarmer@theretailcoach.net  
www.TheRetailCoach.net



PO Box 7272 | Tupelo, MS 38802 | 800.851.0962 | theretailcoach.net

The information contained herein was obtained from sources believed to be reliable, however, The Retail Coach, LLC makes no guarantees, warranties or representations as to the completeness or accuracy thereof. The presentation of this property is submitted subject to errors, omissions, changes of price or conditions, prior sale or lease or withdrawn without notice.

## Area Retail





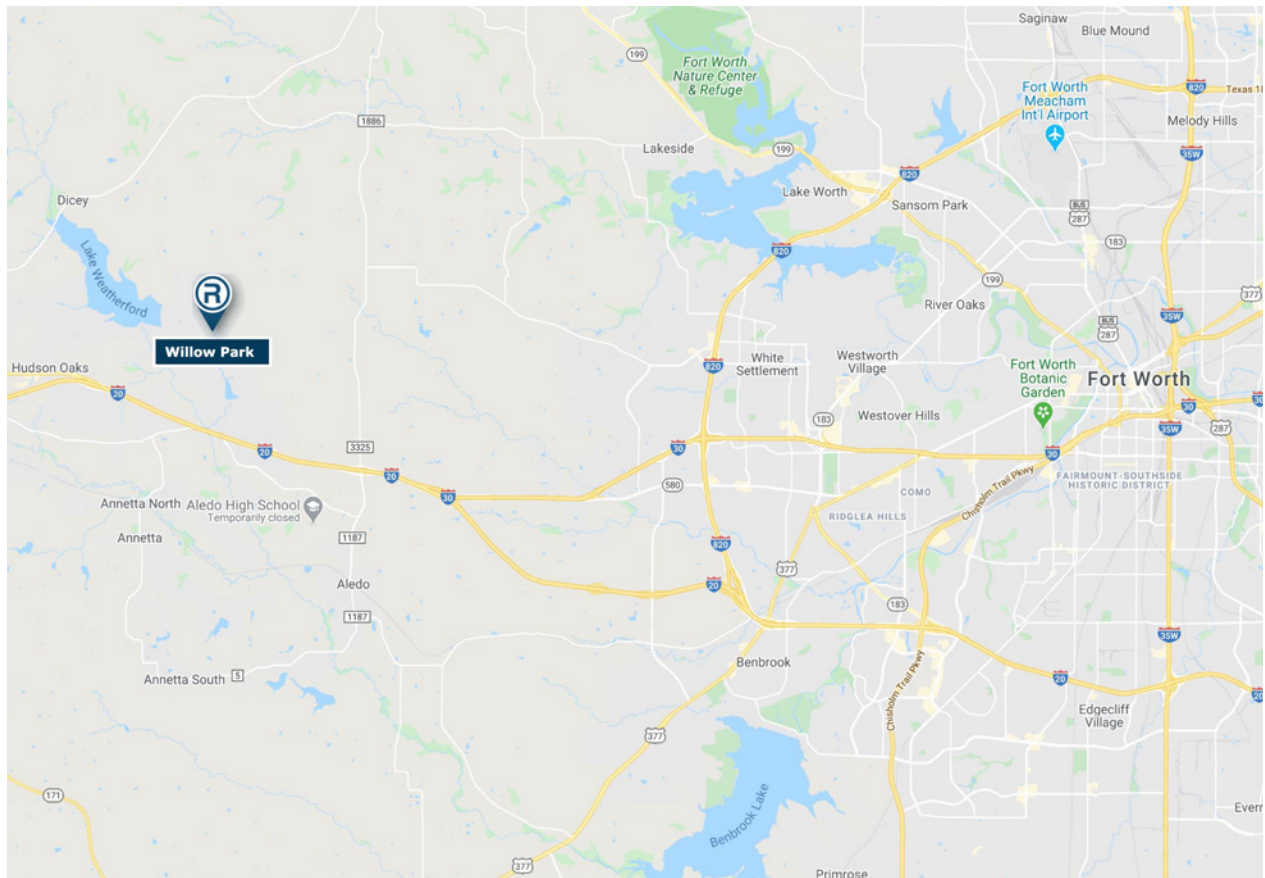
WILLOW PARK, TEXAS

# Community Workplace Population



800.851.0962 | [INFO@THERETAILCOACH.NET](mailto:INFO@THERETAILCOACH.NET) | [THERETAILCOACH.NET](http://THERETAILCOACH.NET) | AUSTIN, TEXAS • TUPELO, MISSISSIPPI

# Contact Information



**City of Willow Park**  
Bryan Grimes, TCMA  
City Administrator

516 Ranch House Road  
Willow Park, Texas 76087

Phone 817.441.7108  
[bgrimes@willowpark.org](mailto:bgrimes@willowpark.org)  
[www.willowpark.org](http://www.willowpark.org)



# About The Retail Coach

The Retail Coach is a national retail recruitment and development firm that combines strategy, technology, and creative expertise to develop and deliver high-impact retail recruitment and development plans to local governments, chambers of commerce, economic development organizations and private developers.

Through its unique Retail360® Process, The Retail Coach offers a dynamic system of products and services that better enable communities to maximize their retail development potential.

## Retail360® Process

Providing more than simple data reports of psychographic and demographic trends, The Retail Coach goes well beyond other retail consulting and market research firms' offerings by combining current national and statewide demographics and trend data with real-world, "on-the-ground" information gathered through extensive visits to our clients' communities. Every community is different, and there is no "one size fits all" retail recruitment solution. Compiling the gathered data into client-tailored information packets that are uniquely designed for, and targeted to, specific retailers and restaurants who meet the community's needs help assure our clients that they are receiving the latest and best information for targeted retail recruitment efforts — all with personal service and coaching guidance that continues beyond the initial project scope and timeline.

Our Retail360® Process assures that communities get timely, accurate and relevant information. Translating that data into the information that retailers need and seek assures our clients even better possibilities for tremendous retail growth and success.



# Community • Workplace Population

Willow Park, Texas

BUSINESS DESCRIPTION	TOTAL ESTABLISHMENTS	TOTAL EMPLOYEES	EMPLOYEES PER ESTABLISHMENT
Grand Total	238	1,495	6
11: Agriculture, Forestry, Fishing and Hunting	1	1	1
111: Crop Production	0	0	0
112: Animal Production and Aquaculture	1	1	1
113: Forestry and Logging	0	0	0
114: Fishing, Hunting and Trapping	0	0	0
115: Support Activities for Agriculture and Forestry	0	0	0
21: Mining, Quarrying, and Oil and Gas Extraction	1	4	4
211: Oil and Gas Extraction	0	0	0
212: Mining (except Oil and Gas)	1	4	4
213: Support Activities for Mining	0	0	0
22: Utilities	0	0	0
221: Utilities	0	0	0
23: Construction	13	42	3
236: Construction of Buildings	7	23	3
237: Heavy and Civil Engineering Construction	2	8	4
238: Specialty Trade Contractors	4	11	3
31: Manufacturing	1	15	15
311: Food Manufacturing	1	15	15
312: Beverage and Tobacco Product Manufacturing	0	0	0
313: Textile Mills	0	0	0
314: Textile Product Mills	0	0	0
315: Apparel Manufacturing	0	0	0
316: Leather and Allied Product Manufacturing	0	0	0
32: Manufacturing	0	0	0
321: Wood Product Manufacturing	0	0	0
322: Paper Manufacturing	0	0	0
323: Printing and Related Support Activities	0	0	0
324: Petroleum and Coal Products Manufacturing	0	0	0
325: Chemical Manufacturing	0	0	0
326: Plastics and Rubber Products Manufacturing	0	0	0
327: Nonmetallic Mineral Product Manufacturing	0	0	0

# Community • Workplace Population

Willow Park, Texas

BUSINESS DESCRIPTION	TOTAL ESTABLISHMENTS	TOTAL EMPLOYEES	EMPLOYEES PER ESTABLISHMENT
<b>33: Manufacturing</b>	<b>1</b>	<b>3</b>	<b>3</b>
331: Primary Metal Manufacturing	0	0	0
332: Fabricated Metal Product Manufacturing	0	0	0
333: Machinery Manufacturing	0	0	0
334: Computer and Electronic Product Manufacturing	0	0	0
335: Electrical Equipment, Appliance, and Component Manufacturing	0	0	0
336: Transportation Equipment Manufacturing	0	0	0
337: Furniture and Related Product Manufacturing	0	0	0
339: Miscellaneous Manufacturing	1	3	3
<b>42: Wholesale Trade</b>	<b>2</b>	<b>9</b>	<b>5</b>
423: Merchant Wholesalers, Durable Goods	2	9	5
424: Merchant Wholesalers, Nondurable Goods	0	0	0
425: Wholesale Electronic Markets and Agents and Brokers	0	0	0
<b>44: Retail Trade</b>	<b>19</b>	<b>168</b>	<b>9</b>
441: Motor Vehicle and Parts Dealers	4	14	4
442: Furniture and Home Furnishings Stores	0	0	0
443: Electronics and Appliance Stores	0	0	0
444: Building Material and Garden Equipment and Supplies Dealers	4	22	6
445: Food and Beverage Stores	2	93	47
446: Health and Personal Care Stores	1	7	7
447: Gasoline Stations	6	29	5
448: Clothing and Clothing Accessories Stores	2	3	2
<b>45: Retail Trade</b>	<b>3</b>	<b>28</b>	<b>9</b>
451: Sporting Goods, Hobby, Musical Instrument, and Book Stores	0	0	0
452: General Merchandise Stores	1	5	5
453: Miscellaneous Store Retailers	1	1	1
454: Nonstore Retailers	1	22	22
<b>48: Transportation and Warehousing</b>	<b>3</b>	<b>15</b>	<b>5</b>
481: Air Transportation	0	0	0
482: Rail Transportation	0	0	0
483: Water Transportation	0	0	0
484: Truck Transportation	2	6	3
485: Transit and Ground Passenger Transportation	0	0	0
486: Pipeline Transportation	0	0	0
487: Scenic and Sightseeing Transportation	1	9	9
488: Support Activities for Transportation	0	0	0
<b>49: Transportation and Warehousing</b>	<b>0</b>	<b>0</b>	<b>0</b>
491: Postal Service	0	0	0
492: Couriers and Messengers	0	0	0
493: Warehousing and Storage	0	0	0

# Community • Workplace Population

Willow Park, Texas

BUSINESS DESCRIPTION	TOTAL ESTABLISHMENTS	TOTAL EMPLOYEES	EMPLOYEES PER ESTABLISHMENT
<b>51: Information</b>	<b>2</b>	<b>6</b>	<b>3</b>
511: Publishing Industries (except Internet)	0	0	0
512: Motion Picture and Sound Recording Industries	0	0	0
515: Broadcasting (except Internet)	1	4	4
517: Telecommunications	0	0	0
518: Data Processing, Hosting, and Related Services	0	0	0
519: Other Information Services	1	2	2
<b>52: Finance and Insurance</b>	<b>31</b>	<b>90</b>	<b>3</b>
521: Monetary Authorities-Central Bank	0	0	0
522: Credit Intermediation and Related Activities	15	49	3
523: Securities, Commodity Contracts, and Other Financial Investments and Related Activities	4	10	3
524: Insurance Carriers and Related Activities	12	31	3
525: Funds, Trusts, and Other Financial Vehicles	0	0	0
<b>53: Real Estate and Rental and Leasing</b>	<b>8</b>	<b>31</b>	<b>4</b>
531: Real Estate	6	31	5
532: Rental and Leasing Services	2	0	0
533: Lessors of Nonfinancial Intangible Assets (except Copyrighted Works)	0	0	0
<b>54: Professional, Scientific, and Technical Services</b>	<b>20</b>	<b>95</b>	<b>5</b>
541: Professional, Scientific, and Technical Services	20	95	5
<b>55: Management of Companies and Enterprises</b>	<b>1</b>	<b>4</b>	<b>4</b>
551: Management of Companies and Enterprises	1	4	4
<b>56: Administrative and Support and Waste Management and Remediation Services</b>	<b>1</b>	<b>3</b>	<b>3</b>
561: Administrative and Support Services	1	3	3
562: Waste Management and Remediation Services	0	0	0
<b>61: Educational Services</b>	<b>6</b>	<b>161</b>	<b>27</b>
611: Educational Services	6	161	27
<b>62: Health Care and Social Assistance</b>	<b>63</b>	<b>290</b>	<b>5</b>
621: Ambulatory Health Care Services	58	238	4
622: Hospitals	0	0	0
623: Nursing and Residential Care Facilities	0	0	0
624: Social Assistance	5	52	10
<b>71: Arts, Entertainment, and Recreation</b>	<b>4</b>	<b>36</b>	<b>9</b>
711: Performing Arts, Spectator Sports, and Related Industries	0	0	0
712: Museums, Historical Sites, and Similar Institutions	1	5	5
713: Amusement, Gambling, and Recreation Industries	3	31	10

# Community • Workplace Population

Willow Park, Texas

BUSINESS DESCRIPTION	TOTAL ESTABLISHMENTS	TOTAL EMPLOYEES	EMPLOYEES PER ESTABLISHMENT
<b>72: Accommodation and Food Services</b>	<b>16</b>	<b>288</b>	<b>18</b>
721: Accommodation	0	0	0
<b>722: Food Services and Drinking Places</b>	<b>16</b>	<b>288</b>	<b>18</b>
<b>81: Other Services (except Public Administration)</b>	<b>23</b>	<b>134</b>	<b>6</b>
811: Repair and Maintenance	6	53	9
812: Personal and Laundry Services	8	30	4
813: Religious, Grantmaking, Civic, Professional, and Similar Organizations	9	51	6
<b>92: Public Administration</b>	<b>6</b>	<b>72</b>	<b>12</b>
921: Executive, Legislative, and Other General Government Support	2	29	15
922: Justice, Public Order, and Safety Activities	2	34	17
923: Administration of Human Resource Programs	0	0	0
924: Administration of Environmental Quality Programs	0	0	0
925: Administration of Housing Programs, Urban Planning, and Community Development	0	0	0
926: Administration of Economic Programs	2	9	5
927: Space Research and Technology	0	0	0
928: National Security and International Affairs	0	0	0
<b>99: Unassigned</b>	<b>13</b>	<b>0</b>	<b>0</b>
999: Unassigned	13	0	0



All information furnished is from sources deemed reliable and is submitted subject to errors, omissions, change of terms and/or conditions.





## CITY COUNCIL AGENDA ITEM BRIEFING SHEET

**Council Date:**

July 28, 2020

**Department:**

Admin

**Presented By:**

City Manager

**AGENDA ITEM:**

Discussion Only: Stormwater fee study update

**BACKGROUND:**

Please see the PRELIMINARY DRAFT from Jacob and Martin. Council had authorized Jacob and Martin to present a Stormwater Drainage Study at a previous meeting.

---

**STAFF/BOARD/COMMISSION RECOMMENDATION:**

---

**EXHIBITS:**

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	\$
	Source of Funding	\$



# 2020 STORMWATER IMPACT FEE STUDY

## CITY OF WILLOW PARK, TEXAS

JULY 2020

*Prepared by:*



**Weatherford Office Address:**

1508 Santa Fe Drive, Suite 203

Weatherford, Texas 76086

(817) 594-9880

[www.jacobmartin.com](http://www.jacobmartin.com)

Firm F-2448



1508 Santa Fe, Suite 203 – Weatherford, Tx 76086  
[www.jacobmartin.com](http://www.jacobmartin.com) – (817)594-9880



516 Ranch House Rd – Willow Park, Texas 76087  
[www.willowpark.org](http://www.willowpark.org) – (817)441-7108

## **Table of Contents**

Acknowledgements.....	3
1.1 General Background.....	5
2.1 Purpose .....	8
2.2 Elements of the Land Use Assumptions.....	8
2.3 Methodology.....	8
2.4 Base Data (Year 2019).....	9
2.5 Growth Assumptions.....	9
2.6 10-Year Projections (Year 2029) .....	10
2.7 Land Use Summary .....	10
3.1 Stormwater Impact Fee Analysis .....	12
3.2 Stormwater Demand.....	12
3.3 Populations .....	12
3.4 Stormwater Capital Improvements .....	13
3.5 Service Accounts .....	16
4.1 Impact Fee Calculations .....	19

## **Appendices**

- Appendix A - Texas Municipal Code Governing Impact Fees
- Appendix B - Existing Land Use Plan
- Appendix C - Future Land Use Plan
- Appendix D - Proposed Capital Improvements



## **Acknowledgements**

During the course of this rate study, key City staff members expended considerable time and effort in assisting with this study. These employees included Bryan Grimes, Toni Moore, and many others. We sincerely thank these individuals for their hard work, dedication and professionalism, without whom this study would not have been successfully completed.

Jacob and Martin has relied upon the extensive data supplied by the City. Thus, the integrity of the study is largely dependent upon the accuracy of the data contained herein. Every effort has been made by Jacob and Martin to validate and confirm the information contained herein prior to the preparation of the final study documents. This report presents no assurance or guarantee that the forecast contained herein will be consistent with actual results or performances. This report represents forecasts based on a series of assumptions about future behavior, and are not guarantees. Any changes in assumptions or actual events may result in significant revisions to the forecast and its conclusions. The cash flow projections and debt service coverage calculations are not intended to present overall financial positions, results of operations, and/or cash flows for the periods indicated, which is in conformity with guidelines for presentation of a forecast established by the American Institute of Certified Public Accountants.



# Section 1

## Executive Summary



## **1.1 General Background**

The State of Texas defines impact fees as “a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development” and has rules in place regarding municipal impact fees. *“Local Government Code/Title 12. Planning and Development/Subtitle C. Planning and Development Provisions Applying to More than One type of Local Government/Chapter 395. Financing Capital improvements Required by New Development in Municipalities, Counties, and Certain Other Local Governments”* governs how a municipality can create and maintain impact fees. A copy of these regulations is included in Appendix A.

Texas State rules mandate that an impact fee analysis is required before impact fees are set. Section 395 also requires that the analysis be updated, at a minimum, every five years with respect to land use assumptions and capital improvement plans (CIPs).

This purpose of this study is to explain the methodology used to analyze and create stormwater impact fees for the City of Willow Park. All requirements of the Texas Local Government Code Section 395, for the establishment of stormwater impact fees, have been satisfied by this study.

The statutory authority for impact fees, was established by the Texas Legislature in 1987. These state laws provide for the means to allow municipalities to lessen the impact that growth has on their existing systems and to allow a viable way to place some of the burden of this growth on future new development.

The following is a summary of the key regulations and components of a municipal impact fee system, under the current Chapter 395 regulations.

- The time period that the impact fee and land use assumptions must be updated is a minimum of 5 years.
- The impact fee must be based on capital improvements necessary for growth during a specific time period; typically, no longer than 10 years.
- A public hearing is required to discuss land use assumptions and capital improvements.
- A public hearing is required to discuss any adoption of impact fees.



- A 50% credit is applied to the total cost of growth per service unit during the 10-year time period to account for revenue generated by sales for the service provider. The 50% credit is the maximum allowable fee that can be collected from new development unless the service provider performs a credit analysis to determine if a higher than 50% credit is applicable.

**Impact fees can be used to pay for:**

- Construction contract price
- Surveying and Engineering fees
- Land and easement acquisition costs
- Fees paid to the consultant preparing or updating the CIP
- Projected interest charges and other finance costs for facilities expansions identified in the CIP

**Impact fees cannot be used to pay for:**

- Construction, acquisition or expansion of public facilities or assets other than capital improvements or facility expansions identified in the CIP
- Repair, operation, or maintenance of existing or new capital improvements or facility expansions
- Upgrading, updating, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter regulatory standards
- Upgrading, updating, expanding, or replacing existing capital improvements to provide better service to existing developments
- Administrative and operating costs
- Principal payments and interest or other finance charges on bonds or other indebtedness, except as allowed above

The impact fee analysis prepared follows the general set of procedures in Subchapter B of Chapter 395, Authorization of Impact Fee. The impact fee analysis involves determining the utilization of existing and proposed projects, as defined by the capital improvements plan, required to serve new development over a reasonable time period, not to exceed 10 years.



## Section 2

# Land Use Assumptions



## **2.1 Purpose**

Chapter 395 of the Texas Local Government Code describes the process by which cities in Texas must formulate the development of impact fees. To assist the City of Willow Park in determining the need and timing of capital improvements to serve future development, a reasonable estimation of future growth is required.

For the purposes of determining an impact fee structure, growth and development projections were formulated based on assumptions pertaining to the type, location, quantity, and timing of various future land uses in the community. The purpose of this section of the study is to establish and document the methodology used for preparing the growth and land use assumptions for the City of Willow Park. These land use assumptions, which include population projections, will become the basis for the preparation of impact fees for the stormwater capital improvement plans for the City of Willow Park.

## **2.2 Elements of the Land Use Assumptions**

This section contains:

- A. Explanation of the general methodology used to prepare the land use assumptions.
- B. Historical data analysis.
- C. Base year data – Information on population and land use for the City of Willow Park, December 2019.
- D. Future 10-Year data - Information on population and land use for the City of Willow Park in the year 2029.
- E. Land use – Maps of current and future land use for the City of Willow Park.

## **2.3 Methodology**

The land use assumptions and future growth projections take into account several factors influencing development patterns, including:

- Type, density and quantity of existing development
- Existing zoning patterns
- Current growth trends



- Location and configuration of vacant land
- Availability of land for residential growth

The data used to compile these land use assumptions was obtained from the City of Willow Park. The 10-year growth projections were calculated based upon reasonable growth rates using past absorption rates and development proposals known or approved by the City, as well as population projection data. Using the growth assumptions and capital improvements needed to support growth, it is possible to develop an impact fee structure that fairly allocates improvement costs to growth areas in relationship to their impact on the entire infrastructure system.

## **2.4 Base Data (Year 2019)**

In any evaluation and projection of future land use patterns, a documentation of existing conditions is essential. Existing land use patterns for the City of Willow Park were provided by the City staff. This information will serve as a basis for future growth. Appendix B contains the existing land use plan for the City of Willow Park. Table 2 below represents a summary of existing land use assumptions for the City, as taken from the comprehensive plan.

**Table 2: Current Land Use and Population Data**

Land Use	Within City Limits	
	Acreage	Population
Residential	1,729	5,855
Non-Residential	1,072	-

## **2.5 Growth Assumptions**

Growth assumptions were characterized and based on population to arrive at a reasonable growth rate. The following assumptions have been made as a basis from which a 10-year projection can be made.

- Future land uses were developed by reviewing historical and current development patterns and input from the City of Willow Park staff on new and proposed developments.



B. Land use assumptions are based on the adopted zoning regulations and current market trends.

The land use assumptions were reviewed by Jacob and Martin and the City.

## **2.6 10-Year Projections (Year 2029)**

The projected 10-year population was developed using projection data from the Texas Water Development Board and the land use assumptions provided by the City. The projection is shown in Table 3 and was based on the comprehensive plan and the following criteria:

- Future land uses will occur as identified on the Future Land Use Plan, as shown in Appendix C.
- The City will be able to finance the necessary improvements to accommodate growth.
- Population densities will be similar to existing development.

**Table 3: Projected Land Use and Population Data**

Land Use	Within City Limits	
	Acreage	Population
Residential	5,092	7,954
Non-Residential	2,099	-

## **2.7 Land Use Summary**

The following is a bulleted summary of the land use assumptions for this study:

- The 2019 estimated population of the City of Willow Park is 5,855.
- The current, existing non-residential, acreage is approximately 1,702 acres.
- The 2029 population projection for the City of Willow Park is 7,984.
- The projected 2029 non-residential acreage is approximately 2,099 acres.
- Buildout will occur beyond the year 2029.

## **Section 3**

# **Stormwater Impact Fee Analysis**



### **3.1 Stormwater Impact Fee Analysis**

Stormwater impact fees are based on the capital costs a city incurs to provide the stormwater collection system to serve development in the next 10 years and the service units added during that same time period. The impact fee analysis for the stormwater system is based on existing and future capital improvements plans already budgeted for, as well as proposed capital improvement plans developed in this report.

### **3.2 Stormwater Demand**

Unlike traditional utilities, stormwater is not a demand-based utility. The stormwater usage is estimated primarily on land use. However, in the absence of historical data, the number of stormwater “meters” is estimated by the amount of meters in the water system, since it is the highest used utility provided by the City.

### **3.3 Populations**

Table 4 below shows the population projections for the City of Willow Park and for Parker County. One can assume that as population increases the amount of pervious area within the City will decrease, due to new development. The table shows that in the next 50 years the City is expected to experience a 69% increase in population, approximately 1.4% per year.

**Table 4: Population Projections**

Population Projections for the City of Willow Park									
City	1990	2000	2010	2020	2030	2040	2050	2060	2070
Willow Park	2,328	2,849	3,779	5,500	8,200	10,100	12,500	16,000	18,000
Percent Change	-	18.29%	24.61%	31.29%	32.93%	18.81%	19.20%	21.88%	11.11%
Parker County	64,785	88,495	116,927	201,491	260,194	276,979	360,125	472,097	593,000
Percent Change	-	26.79%	24.32%	41.97%	22.56%	6.06%	23.09%	23.72%	20.39%
City of Willow Park 50-Yr Increase				69.44%	1.39% per year				
Parker County 50-Yr Increase				66.02%	1.32% per year				



This stormwater system population, as well as land use, was used to establish stormwater flows, which are used to size proposed system improvements.

### **3.4 Stormwater Capital Improvements**

Proposed stormwater system projects were developed as part of the master drainage plan prepared in 2019. These projects, less the ones that have been completed, have been tabulated below.

A summary of the costs for each of the projects, required for the 10-year growth period used in the impact fee analysis for the stormwater system, are shown Table 5.

The 2019 percent utilization, used in Table 5, is relative to the pipe diameter and population. The 2029 percent utilization, used in Table 5, is relative to the 10-year population and future pipe diameter. The growth rate, for the 2019-2029 time period, is impact eligible through growth for drainage infrastructure. The cost per linear foot information that was provided in the cost allocation tables and was developed using current project pricing, for the North Central Texas area. In addition to the base cost information, 5% was added for mobilization, 20% was added for contingencies, and 25% was added for engineering, surveying and construction inspection fees.

The 2019 percent utilization is the portion of a project's capacity required to serve existing development and is not included in the impact fee analysis. The 2029 percent utilization is the portion of the project's capacity that will be required to serve the City of Willow Park in 2029. The 2019-2029 percent utilization is the portion of the project's capacity required to serve development from 2019 to 2029. The portion of a project's total cost that is used to serve development projected to occur from 2019 through 2029 is calculated as the total actual cost multiplied by the 2019 to 2029 percent utilization. Only this portion of the cost is used in the impact fee analysis. A map of the proposed 10-year stormwater projects is located Appendix D.

Table 5: Cost Allocation for Proposed Capital Improvements

CIP #	Location	Structure	Existing Size (in)	Length (ft)	Upsize to/Add	CIP (\$/LF)	Extended Piping Cost	Pavement (SY)	Pavement (\$/SY)	Extended Pavement Cost	Total Est. Cost	Percent Utilization			
												2019	2029	2019-2029	Impact Fee Eligible
1	White Settlement Rd	22.1	3-24"	30	8'x15' RCB	\$ 2,500.00	\$ 82,500.00	60.00	\$ 75.00	\$ 4,500.00	\$ 217,500.00	5%	98%	93%	\$ 202,275.00
2	Emsley Dr	U-16	24"	35	7'x7'	\$ 900.00	\$ 34,650.00	50.00	\$ 75.00	\$ 3,750.00	\$ 96,000.00	24%	73%	49%	\$ 47,040.00
3	El Chico Trl	6.42	2-48"	40	48"	\$ 350.00	\$ 15,400.00	30.00	\$ 75.00	\$ 2,250.00	\$ 44,125.00	28%	93%	65%	\$ 28,681.25
4	Surrey Ln	6.21	2-48"	40	36"	\$ 250.00	\$ 11,000.00	20.00	\$ 75.00	\$ 1,500.00	\$ 31,250.00	33%	93%	60%	\$ 18,750.00
5	Scenic Trl	5.34	2-55"	55	6'x6'	\$ 750.00	\$ 45,375.00	55.00	\$ 75.00	\$ 4,125.00	\$ 123,750.00	39%	93%	54%	\$ 66,825.00
6	Ranch House Rd	19.33	66"	55	36"	\$ 250.00	\$ 15,125.00	30.00	\$ 75.00	\$ 2,250.00	\$ 43,437.50	28%	53%	25%	\$ 10,859.38
7	Sam Bass & Pleasant Ridge	Culvert and Channel Improvements									\$ 275,000.00	33%	93%	60%	\$ 165,000.00
8	133 Sam Bass Rd	36" RCP and Channel Improvements									\$ 30,000.00	48%	58%	10%	\$ 3,000.00
9	I-20 and Chuckwagon Trl	Channel Improvements									\$ 130,000.00	28%	73%	45%	\$ 58,500.00
10	Valley Ct and El Chico Trl	Channel Improvements									\$ 500,000.00	24%	100%	76%	\$ 380,000.00
11	Castlemount	Culvert and Channel Improvements									\$ 100,000.00	28%	64%	36%	\$ 36,000.00
12	Vista Dr	Culvert and Channel Improvements									\$ 200,000.00	30%	63%	33%	\$ 66,000.00
13	Live Oak	Culvert and Channel Improvements									\$ 80,000.00	29%	64%	35%	\$ 28,000.00
14	Cedar Elm Dr	19.12	12"	25	24"	\$ 180.00	\$ 4,950.00	15.00	\$ 75.00	\$ 1,125.00	\$ 15,187.50	30%	63%	33%	\$ 5,011.88
15	Stagecoach Trl	6.56	12"	20	24"	\$ 180.00	\$ 3,960.00	10.00	\$ 75.00	\$ 750.00	\$ 11,775.00	27%	93%	66%	\$ 7,771.50
16	Chaparral Ct	6.100	12"	20	24"	\$ 180.00	\$ 3,960.00	10.00	\$ 75.00	\$ 750.00	\$ 11,775.00	29%	93%	64%	\$ 7,536.00
17	Willow Park Dr	6.5	12"	50	18"	\$ 150.00	\$ 8,250.00	25.00	\$ 75.00	\$ 1,875.00	\$ 25,312.50	38%	53%	15%	\$ 3,796.88
18	Appaloosa/Tumbleweed	5.81	12"	35	24"	\$ 180.00	\$ 6,930.00	16.00	\$ 75.00	\$ 1,200.00	\$ 20,325.00	30%	93%	63%	\$ 12,804.75
19	Live Oak Ct	5.64	12"	35	30"	\$ 200.00	\$ 7,700.00	20.00	\$ 75.00	\$ 1,500.00	\$ 23,000.00	24%	54%	30%	\$ 6,900.00
20	Cook Rd	21.2	12"	30	30"	\$ 200.00	\$ 6,600.00	20.00	\$ 75.00	\$ 1,500.00	\$ 20,250.00	26%	58%	32%	\$ 6,480.00
21	Cook Rd	21.3	18"	30	30"	\$ 200.00	\$ 6,600.00	20.00	\$ 75.00	\$ 1,500.00	\$ 20,250.00	28%	58%	30%	\$ 6,075.00
22	Ranch House/Canyon Ct	5.3	12"	40	30"	\$ 200.00	\$ 8,800.00	25.00	\$ 75.00	\$ 1,875.00	\$ 26,687.50	25%	93%	68%	\$ 18,147.50
23	Cook Rd	21.12	15"	35	18"	\$ 150.00	\$ 5,775.00	16.00	\$ 75.00	\$ 1,200.00	\$ 17,437.50	29%	50%	21%	\$ 3,661.88
24	Crown Rd	19.19	15"	35	18"	\$ 150.00	\$ 5,775.00	16.00	\$ 75.00	\$ 1,200.00	\$ 17,437.50	28%	83%	55%	\$ 9,590.63
25	Post Oak Ct	19.27	15"	20	24"	\$ 180.00	\$ 3,960.00	10.00	\$ 75.00	\$ 750.00	\$ 11,775.00	29%	84%	55%	\$ 6,476.25
26	Fox Hunt Trl	6.108	15"	45	24"	\$ 180.00	\$ 8,910.00	20.00	\$ 75.00	\$ 1,500.00	\$ 26,025.00	27%	93%	66%	\$ 17,176.50
27	Live Oak Rd	20.56	15"	40	24"	\$ 180.00	\$ 7,920.00	20.00	\$ 75.00	\$ 1,500.00	\$ 23,550.00	25%	58%	33%	\$ 7,771.50
28	Queensway Rd	10.40	15"	40	24"	\$ 180.00	\$ 7,920.00	20.00	\$ 75.00	\$ 1,500.00	\$ 23,550.00	9%	33%	24%	\$ 5,652.00
29	Royal View Dr	10.36	15"	40	36"	\$ 250.00	\$ 11,000.00	25.00	\$ 75.00	\$ 1,875.00	\$ 32,187.50	10%	34%	24%	\$ 7,725.00
30	Clearfork Cir	12.114	15"	25	24"	\$ 180.00	\$ 4,950.00	12.00	\$ 75.00	\$ 900.00	\$ 14,625.00	30%	54%	24%	\$ 3,510.00
31	Squaw Creek Rd	17.39	15"	45	24"	\$ 180.00	\$ 8,910.00	20.00	\$ 75.00	\$ 1,500.00	\$ 26,025.00	20%	73%	53%	\$ 13,793.25
32	Queensway Rd	16.21	15"	40	24"	\$ 180.00	\$ 7,920.00	20.00	\$ 75.00	\$ 1,500.00	\$ 23,550.00	60%	72%	12%	\$ 2,826.00
33	Regent Row	15.110	15"	40	36"	\$ 250.00	\$ 11,000.00	25.00	\$ 75.00	\$ 1,875.00	\$ 32,187.50	50%	68%	18%	\$ 5,793.75
34	Queensway Rd	10.41	15"	40	24"	\$ 180.00	\$ 7,920.00	18.00	\$ 75.00	\$ 1,350.00	\$ 23,175.00	10%	48%	38%	\$ 8,806.50
35	Kings Gate/Royal View	10.37	15"	40	42"	\$ 300.00	\$ 13,200.00	35.00	\$ 75.00	\$ 2,625.00	\$ 39,562.50	9%	49%	40%	\$ 15,825.00
36	Queensway Rd	10.49	15"	40	24"	\$ 180.00	\$ 7,920.00	20.00	\$ 75.00	\$ 1,500.00	\$ 23,550.00	11%	48%	37%	\$ 8,713.50

CIP #	Location	Structure	Existing Size (in)	Length (ft)	Upsize to/Add	CIP (\$/LF)	Extended Piping Cost	Pavement (SY)	Pavement (\$/SY)	Extended Pavement Cost	Total Est. Cost	2019	2029	2019-2029	Impact Fee Eligible
37	Vista Dr	21.30	18"	35	24"	\$ 180.00	\$ 6,930.00	20.00	\$ 75.00	\$ 1,500.00	\$ 21,075.00	28%	73%	45%	\$ 9,483.75
38	Vista Dr	20.29	18"	40	24"	\$ 180.00	\$ 7,920.00	20.00	\$ 75.00	\$ 1,500.00	\$ 23,550.00	29%	74%	45%	\$ 10,597.50
39	Nichols Rd	20.7	18"	30	30"	\$ 200.00	\$ 6,600.00	18.00	\$ 75.00	\$ 1,350.00	\$ 19,875.00	30%	73%	43%	\$ 8,546.25
40	Cook Rd	20.44	18"	35	24"	\$ 180.00	\$ 6,930.00	18.00	\$ 75.00	\$ 1,350.00	\$ 20,700.00	30%	74%	44%	\$ 9,108.00
41	Buena Vista Dr	20.60	18"	40	24"	\$ 180.00	\$ 7,920.00	20.00	\$ 75.00	\$ 1,500.00	\$ 23,550.00	29%	73%	44%	\$ 10,362.00
42	Squaw Creek Rd	13.21	18"	35	36"	\$ 250.00	\$ 9,625.00	22.00	\$ 75.00	\$ 1,650.00	\$ 28,187.50	27%	53%	26%	\$ 7,328.75
43	Jeri Ridge	6.14	18"	45	24"	\$ 180.00	\$ 8,910.00	20.00	\$ 75.00	\$ 1,500.00	\$ 26,025.00	28%	93%	65%	\$ 16,916.25
44	Russell Rd	12.19	18"	35	24"	\$ 180.00	\$ 6,930.00	20.00	\$ 75.00	\$ 1,500.00	\$ 21,075.00	36%	83%	47%	\$ 9,905.25
45	Cook Ct	19.35	18"	25	36"	\$ 250.00	\$ 6,875.00	15.00	\$ 75.00	\$ 1,125.00	\$ 20,000.00	30%	73%	43%	\$ 8,600.00
46	Kings Gate Rd	10.22	18"	40	24"	\$ 180.00	\$ 7,920.00	20.00	\$ 75.00	\$ 1,500.00	\$ 23,550.00	39%	53%	14%	\$ 3,297.00
47	Peach Dr	U-28	18"	35	24"	\$ 180.00	\$ 6,930.00	21.00	\$ 75.00	\$ 1,575.00	\$ 21,262.50	32%	78%	46%	\$ 9,780.75
48	Misty Meadow Dr	12.140	2-18"	35	24"	\$ 180.00	\$ 6,930.00	21.00	\$ 75.00	\$ 1,575.00	\$ 21,262.50	35%	79%	44%	\$ 9,355.50
49	Bluff View Dr	15.5	18"	35	24"	\$ 180.00	\$ 6,930.00	18.00	\$ 75.00	\$ 1,350.00	\$ 20,700.00	33%	84%	51%	\$ 10,557.00
50	Willow Crest Dr	14.45	18"	35	24"	\$ 180.00	\$ 6,930.00	20.00	\$ 75.00	\$ 1,500.00	\$ 21,075.00	28%	83%	55%	\$ 11,591.25
51	Fairway Dr	14.16	18"	35	24"	\$ 180.00	\$ 6,930.00	20.00	\$ 75.00	\$ 1,500.00	\$ 21,075.00	14%	90%	76%	\$ 16,017.00
52	Stagecoach/Willow Park Dr	6.64	18"	35	30"	\$ 200.00	\$ 7,700.00	20.00	\$ 75.00	\$ 1,500.00	\$ 23,000.00	24%	94%	70%	\$ 16,100.00
53	Ranch House Rd	19.2	18"	25	24"	\$ 180.00	\$ 4,950.00	15.00	\$ 75.00	\$ 1,125.00	\$ 15,187.50	5%	83%	78%	\$ 11,846.25
54	Crown Rd	21.25	24"	35	36"	\$ 250.00	\$ 9,625.00	25.00	\$ 75.00	\$ 1,875.00	\$ 28,750.00	5%	84%	79%	\$ 22,712.50
55	Vista Dr	21.59	24"	35	42"	\$ 300.00	\$ 11,550.00	25.00	\$ 75.00	\$ 1,875.00	\$ 33,562.50	24%	74%	50%	\$ 16,781.25
56	Stagecoach/Chaparral Ct	6.69	24"	15	36"	\$ 250.00	\$ 4,125.00	12.00	\$ 75.00	\$ 900.00	\$ 12,562.50	20%	88%	68%	\$ 8,542.50
57	Surrey Ct	5.106	24"	45	36"	\$ 250.00	\$ 12,375.00	25.00	\$ 75.00	\$ 1,875.00	\$ 35,625.00	25%	68%	43%	\$ 15,318.75
58	Stagecoach/Pitchfork Trl	7.28	24"	45	36"	\$ 250.00	\$ 12,375.00	25.00	\$ 75.00	\$ 1,875.00	\$ 35,625.00	37%	73%	36%	\$ 12,825.00
59	Ranch House/Bankhead	4.10	2-24"	55	42"	\$ 300.00	\$ 18,150.00	40.00	\$ 75.00	\$ 3,000.00	\$ 52,875.00	25%	100%	75%	\$ 39,656.25
60	White Settlement Rd	22.7	24"	35	36"	\$ 250.00	\$ 9,625.00	22.00	\$ 75.00	\$ 1,650.00	\$ 28,187.50	5%	98%	93%	\$ 26,214.38
61	Pitchfork Trl	7.8	24"	30	36"	\$ 250.00	\$ 8,250.00	18.00	\$ 75.00	\$ 1,350.00	\$ 24,000.00	40%	74%	34%	\$ 8,160.00
62	Crown Ln	11.13	24"	20	42"	\$ 300.00	\$ 6,600.00	15.00	\$ 75.00	\$ 1,125.00	\$ 19,312.50	15%	73%	58%	\$ 11,201.25
63	Willow Crest Dr	14.59	24"	40	30"	\$ 200.00	\$ 8,800.00	25.00	\$ 75.00	\$ 1,875.00	\$ 26,687.50	29%	88%	59%	\$ 15,745.63
64	Live Oak/Crown Rd	20.56	30"	60	48"	\$ 350.00	\$ 23,100.00	50.00	\$ 75.00	\$ 3,750.00	\$ 67,125.00	24%	84%	60%	\$ 40,275.00
65	Fairway Dr	14.93	30"	35	36"	\$ 250.00	\$ 9,625.00	20.00	\$ 75.00	\$ 1,500.00	\$ 27,812.50	35%	54%	19%	\$ 5,284.38
66	Saddle Trl	9.6	30"	45	42"	\$ 300.00	\$ 14,850.00	35.00	\$ 75.00	\$ 2,625.00	\$ 43,687.50	39%	83%	44%	\$ 19,222.50
67	Squaw Creek Rd	U-9	36"	35	42"	\$ 300.00	\$ 11,550.00	32.00	\$ 75.00	\$ 2,400.00	\$ 34,875.00	15%	63%	48%	\$ 16,740.00
68	Squaw Creek/Royal View Dr	13.18	36"	45	42"	\$ 300.00	\$ 14,850.00	35.00	\$ 75.00	\$ 2,625.00	\$ 43,687.50	24%	58%	34%	\$ 14,853.75
69	Squaw Creek Rd	U-11	None	35	30"	\$ 200.00	\$ 7,700.00	22.00	\$ 75.00	\$ 1,650.00	\$ 23,375.00	30%	50%	20%	\$ 4,675.00
70	Stormwater Fee Studies										\$ 40,000.00		100%	100%	\$ 40,000.00

TOTAL \$ 3,329,162.50 \$ 1,800,376.50

### **3.5 Service Accounts**

The maximum impact fee may not exceed the amount determined by dividing the cost of capital improvements required by the total number of service accounts attributed to new development during the impact fee eligibility period.

For the purposes of the stormwater impact fee analysis, a stormwater service account is defined as a service equivalent to a water connection for a single-family residence.

The service associated with public, commercial, and industrial connections is converted into service accounts based upon the capacity of the water meter used to provide service. The number of service accounts required to represent each meter size is based on the current water impact fees.

**Table 6: Service Account Equivalency Table**

<b>Meter Size</b>	<b>Service Account Equivalents</b>
<b>5/8"</b>	1.00
<b>3/4"</b>	1.50
<b>1"</b>	2.50
<b>1.5"</b>	5.00
<b>2"</b>	8.00
<b>3"</b>	16.00
<b>4"</b>	25.00
<b>6"</b>	49.75

The water and trash service accounts for 2019 and the projected service accounts for 2029 are shown in Table 7.

**Table 7: Projected Water Service Accounts for 2019-2029**

<b>Meter Size</b>	<b>Water Service Acct Equivalents</b>	<b>Total Accounts</b>	<b>Equivalent Meters (2019)</b>	<b>Equivalent Meters (2029)</b>	<b>2029-2019 Equivalent Meters</b>
5/8"	1	2,013	2,013	2,763	750
3/4"	1.5	21	32	105	74
1"	2.5	53	133	147	15
1.5"	5	21	105	120	15
2"	8	37	296	337	41
3"	16	8	128	146	18
4"	25	5	125	142	17
6"	49.75	4	199	227	28
<b>Totals</b>		<b>2,162</b>	<b>3,030</b>	<b>3,987</b>	<b>957</b>
<b>Trash Accounts</b>		<b>125</b>	<b>125</b>	<b>140</b>	<b>15</b>
<b>Total Equivalent Accounts</b>					<b>972</b>

For stormwater projections, the total account values are based on water and trash account data from April 2020. The 2029 equivalent meter values are based on a 10-year period of growth, as mentioned in the population projection section of the report.

## **Section 4**

# **Conclusion and Recommendations**



## 4.1 Impact Fee Calculations

The maximum impact fee that can be levied is equal to the projected capital cost required to serve 10-year development divided by the projected 10-year growth in stormwater service accounts.

The total projected costs include the projected capital improvement costs to serve the 10-year development, the projected finance cost for the capital improvements, and the consultant cost for preparing and updating the capital improvements plan.

The costs for stormwater include the following:

- Total Stormwater Capital Improvement Costs (all costs): \$3,329,000
- Total Eligible Stormwater Costs (new development eligible): \$1,800,376
- Total Stormwater Impact Fee Credit (50%): \$900,188

The total eligible cost associated with the existing and proposed stormwater system improvements to meet projected growth over the next ten years is \$1,800,376. The increase in the number of service units due to growth over the next ten years is projected as 972 stormwater service accounts.

**Maximum Stormwater Impact Fee** = (Total Eligible Costs – Credit) / (10-Year Growth in Service Accounts)

**With Credit**

$$= (\$1,800,376 - \$900,188) / (972 \text{ Water Service Accounts})$$

$$= \$926 \text{ per Stormwater Service Account Equivalent}$$

\$926 is the recommended base Stormwater Impact Fee for the City of Willow Park.

# **Appendix A**

## **Texas Municipal Code Governing Impact Fees**



1508 Santa Fe, Suite 203 – Weatherford, Texas 76086  
[www.jacobmartin.com](http://www.jacobmartin.com) – (817)594-9880



516 Ranch House Rd – Willow Park, Texas 76087  
[www.willowpark.org](http://www.willowpark.org) – (817)441-7108

LOCAL GOVERNMENT CODE

TITLE 12. PLANNING AND DEVELOPMENT

SUBTITLE C. PLANNING AND DEVELOPMENT PROVISIONS APPLYING TO MORE  
THAN ONE TYPE OF LOCAL GOVERNMENT

CHAPTER 395. FINANCING CAPITAL IMPROVEMENTS REQUIRED BY NEW  
DEVELOPMENT IN MUNICIPALITIES, COUNTIES, AND CERTAIN OTHER LOCAL  
GOVERNMENTS

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 395.001. DEFINITIONS. In this chapter:

(1) "Capital improvement" means any of the following facilities that have a life expectancy of three or more years and are owned and operated by or on behalf of a political subdivision:

(A) water supply, treatment, and distribution facilities; wastewater collection and treatment facilities; and storm water, drainage, and flood control facilities; whether or not they are located within the service area; and

(B) roadway facilities.

(2) "Capital improvements plan" means a plan required by this chapter that identifies capital improvements or facility expansions for which impact fees may be assessed.

(3) "Facility expansion" means the expansion of the capacity of an existing facility that serves the same function as an otherwise necessary new capital improvement, in order that the existing facility may serve new development. The term does not include the repair, maintenance, modernization, or expansion of an existing facility to better serve existing development.

(4) "Impact fee" means a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development. The term includes amortized charges, lump-sum charges, capital recovery fees, contributions in aid of construction, and any other fee that functions as described by this definition. The term does not include:

(A) dedication of land for public parks or

payment in lieu of the dedication to serve park needs;

(B) dedication of rights-of-way or easements or construction or dedication of on-site or off-site water distribution, wastewater collection or drainage facilities, or streets, sidewalks, or curbs if the dedication or construction is required by a valid ordinance and is necessitated by and attributable to the new development;

(C) lot or acreage fees to be placed in trust funds for the purpose of reimbursing developers for oversizing or constructing water or sewer mains or lines; or

(D) other pro rata fees for reimbursement of water or sewer mains or lines extended by the political subdivision.

However, an item included in the capital improvements plan may not be required to be constructed except in accordance with Section 395.019(2), and an owner may not be required to construct or dedicate facilities and to pay impact fees for those facilities.

(5) "Land use assumptions" includes a description of the service area and projections of changes in land uses, densities, intensities, and population in the service area over at least a 10-year period.

(6) "New development" means the subdivision of land; the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure; or any use or extension of the use of land; any of which increases the number of service units.

(7) "Political subdivision" means a municipality, a district or authority created under Article III, Section 52, or Article XVI, Section 59, of the Texas Constitution, or, for the purposes set forth by Section 395.079, certain counties described by that section.

(8) "Roadway facilities" means arterial or collector streets or roads that have been designated on an officially adopted roadway plan of the political subdivision, together with all necessary appurtenances. The term includes the political subdivision's share of costs for roadways and associated improvements designated on the federal or Texas highway system,

including local matching funds and costs related to utility line relocation and the establishment of curbs, gutters, sidewalks, drainage appurtenances, and rights-of-way.

(9) "Service area" means the area within the corporate boundaries or extraterritorial jurisdiction, as determined under Chapter 42, of the political subdivision to be served by the capital improvements or facilities expansions specified in the capital improvements plan, except roadway facilities and storm water, drainage, and flood control facilities. The service area, for the purposes of this chapter, may include all or part of the land within the political subdivision or its extraterritorial jurisdiction, except for roadway facilities and storm water, drainage, and flood control facilities. For roadway facilities, the service area is limited to an area within the corporate boundaries of the political subdivision and shall not exceed six miles. For storm water, drainage, and flood control facilities, the service area may include all or part of the land within the political subdivision or its extraterritorial jurisdiction, but shall not exceed the area actually served by the storm water, drainage, and flood control facilities designated in the capital improvements plan and shall not extend across watershed boundaries.

(10) "Service unit" means a standardized measure of consumption, use, generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards and based on historical data and trends applicable to the political subdivision in which the individual unit of development is located during the previous 10 years.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 1989, 71st Leg., ch. 566, Sec. 1(e), eff. Aug. 28, 1989; Acts 2001, 77th Leg., ch. 345, Sec. 1, eff. Sept. 1, 2001.

#### SUBCHAPTER B. AUTHORIZATION OF IMPACT FEE

Sec. 395.011. AUTHORIZATION OF FEE. (a) Unless otherwise specifically authorized by state law or this chapter, a

governmental entity or political subdivision may not enact or impose an impact fee.

(b) Political subdivisions may enact or impose impact fees on land within their corporate boundaries or extraterritorial jurisdictions only by complying with this chapter, except that impact fees may not be enacted or imposed in the extraterritorial jurisdiction for roadway facilities.

(c) A municipality may contract to provide capital improvements, except roadway facilities, to an area outside its corporate boundaries and extraterritorial jurisdiction and may charge an impact fee under the contract, but if an impact fee is charged in that area, the municipality must comply with this chapter.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.012. ITEMS PAYABLE BY FEE. (a) An impact fee may be imposed only to pay the costs of constructing capital improvements or facility expansions, including and limited to the:

- (1) construction contract price;
- (2) surveying and engineering fees;
- (3) land acquisition costs, including land purchases, court awards and costs, attorney's fees, and expert witness fees; and
- (4) fees actually paid or contracted to be paid to an independent qualified engineer or financial consultant preparing or updating the capital improvements plan who is not an employee of the political subdivision.

(b) Projected interest charges and other finance costs may be included in determining the amount of impact fees only if the impact fees are used for the payment of principal and interest on bonds, notes, or other obligations issued by or on behalf of the political subdivision to finance the capital improvements or facility expansions identified in the capital improvements plan and are not used to reimburse bond funds expended for facilities that are not identified in the capital improvements plan.

(c) Notwithstanding any other provision of this chapter,

the Edwards Underground Water District or a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may use impact fees to pay a staff engineer who prepares or updates a capital improvements plan under this chapter.

(d) A municipality may pledge an impact fee as security for the payment of debt service on a bond, note, or other obligation issued to finance a capital improvement or public facility expansion if:

(1) the improvement or expansion is identified in a capital improvements plan; and

(2) at the time of the pledge, the governing body of the municipality certifies in a written order, ordinance, or resolution that none of the impact fee will be used or expended for an improvement or expansion not identified in the plan.

(e) A certification under Subsection (d)(2) is sufficient evidence that an impact fee pledged will not be used or expended for an improvement or expansion that is not identified in the capital improvements plan.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 1995, 74th Leg., ch. 90, Sec. 1, eff. May 16, 1995.

Sec. 395.013. ITEMS NOT PAYABLE BY FEE. Impact fees may not be adopted or used to pay for:

(1) construction, acquisition, or expansion of public facilities or assets other than capital improvements or facility expansions identified in the capital improvements plan;

(2) repair, operation, or maintenance of existing or new capital improvements or facility expansions;

(3) upgrading, updating, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental, or regulatory standards;

(4) upgrading, updating, expanding, or replacing existing capital improvements to provide better service to existing development;

(5) administrative and operating costs of the

political subdivision, except the Edwards Underground Water District or a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may use impact fees to pay its administrative and operating costs;

(6) principal payments and interest or other finance charges on bonds or other indebtedness, except as allowed by Section 395.012.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.014. CAPITAL IMPROVEMENTS PLAN. (a) The political subdivision shall use qualified professionals to prepare the capital improvements plan and to calculate the impact fee. The capital improvements plan must contain specific enumeration of the following items:

(1) a description of the existing capital improvements within the service area and the costs to upgrade, update, improve, expand, or replace the improvements to meet existing needs and usage and stricter safety, efficiency, environmental, or regulatory standards, which shall be prepared by a qualified professional engineer licensed to perform the professional engineering services in this state;

(2) an analysis of the total capacity, the level of current usage, and commitments for usage of capacity of the existing capital improvements, which shall be prepared by a qualified professional engineer licensed to perform the professional engineering services in this state;

(3) a description of all or the parts of the capital improvements or facility expansions and their costs necessitated by and attributable to new development in the service area based on the approved land use assumptions, which shall be prepared by a qualified professional engineer licensed to perform the professional engineering services in this state;

(4) a definitive table establishing the specific level or quantity of use, consumption, generation, or discharge of a service unit for each category of capital improvements or facility expansions and an equivalency or conversion table establishing the

ratio of a service unit to various types of land uses, including residential, commercial, and industrial;

(5) the total number of projected service units necessitated by and attributable to new development within the service area based on the approved land use assumptions and calculated in accordance with generally accepted engineering or planning criteria;

(6) the projected demand for capital improvements or facility expansions required by new service units projected over a reasonable period of time, not to exceed 10 years; and

(7) a plan for awarding:

(A) a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the capital improvements plan; or

(B) in the alternative, a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan.

(b) The analysis required by Subsection (a)(3) may be prepared on a systemwide basis within the service area for each major category of capital improvement or facility expansion for the designated service area.

(c) The governing body of the political subdivision is responsible for supervising the implementation of the capital improvements plan in a timely manner.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 2, eff. Sept. 1, 2001.

Sec. 395.015. MAXIMUM FEE PER SERVICE UNIT. (a) The impact fee per service unit may not exceed the amount determined by subtracting the amount in Section 395.014(a)(7) from the costs of the capital improvements described by Section 395.014(a)(3) and dividing that amount by the total number of projected service units described by Section 395.014(a)(5).

(b) If the number of new service units projected over a

reasonable period of time is less than the total number of new service units shown by the approved land use assumptions at full development of the service area, the maximum impact fee per service unit shall be calculated by dividing the costs of the part of the capital improvements necessitated by and attributable to projected new service units described by Section 395.014(a)(6) by the projected new service units described in that section.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 3, eff. Sept. 1, 2001.

Sec. 395.016. TIME FOR ASSESSMENT AND COLLECTION OF FEE.

(a) This subsection applies only to impact fees adopted and land platted before June 20, 1987. For land that has been platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision before June 20, 1987, or land on which new development occurs or is proposed without platting, the political subdivision may assess the impact fees at any time during the development approval and building process. Except as provided by Section 395.019, the political subdivision may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.

(b) This subsection applies only to impact fees adopted before June 20, 1987, and land platted after that date. For new development which is platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision after June 20, 1987, the political subdivision may assess the impact fees before or at the time of recordation. Except as provided by Section 395.019, the political subdivision may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.

(c) This subsection applies only to impact fees adopted

after June 20, 1987. For new development which is platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision before the adoption of an impact fee, an impact fee may not be collected on any service unit for which a valid building permit is issued within one year after the date of adoption of the impact fee.

(d) This subsection applies only to land platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision after adoption of an impact fee adopted after June 20, 1987. The political subdivision shall assess the impact fees before or at the time of recordation of a subdivision plat or other plat under Subchapter A, Chapter 212, or the subdivision or platting ordinance or procedures of any political subdivision in the official records of the county clerk of the county in which the tract is located. Except as provided by Section 395.019, if the political subdivision has water and wastewater capacity available:

(1) the political subdivision shall collect the fees at the time the political subdivision issues a building permit;

(2) for land platted outside the corporate boundaries of a municipality, the municipality shall collect the fees at the time an application for an individual meter connection to the municipality's water or wastewater system is filed; or

(3) a political subdivision that lacks authority to issue building permits in the area where the impact fee applies shall collect the fees at the time an application is filed for an individual meter connection to the political subdivision's water or wastewater system.

(e) For land on which new development occurs or is proposed to occur without platting, the political subdivision may assess the impact fees at any time during the development and building process and may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.

(f) An "assessment" means a determination of the amount of the impact fee in effect on the date or occurrence provided in this

section and is the maximum amount that can be charged per service unit of such development. No specific act by the political subdivision is required.

(g) Notwithstanding Subsections (a)-(e) and Section 395.017, the political subdivision may reduce or waive an impact fee for any service unit that would qualify as affordable housing under 42 U.S.C. Section 12745, as amended, once the service unit is constructed. If affordable housing as defined by 42 U.S.C. Section 12745, as amended, is not constructed, the political subdivision may reverse its decision to waive or reduce the impact fee, and the political subdivision may assess an impact fee at any time during the development approval or building process or after the building process if an impact fee was not already assessed.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 1997, 75th Leg., ch. 980, Sec. 52, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 345, Sec. 4, eff. Sept. 1, 2001.

Sec. 395.017. ADDITIONAL FEE PROHIBITED; EXCEPTION. After assessment of the impact fees attributable to the new development or execution of an agreement for payment of impact fees, additional impact fees or increases in fees may not be assessed against the tract for any reason unless the number of service units to be developed on the tract increases. In the event of the increase in the number of service units, the impact fees to be imposed are limited to the amount attributable to the additional service units. Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.018. AGREEMENT WITH OWNER REGARDING PAYMENT. A political subdivision is authorized to enter into an agreement with the owner of a tract of land for which the plat has been recorded providing for the time and method of payment of the impact fees. Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.019. COLLECTION OF FEES IF SERVICES NOT AVAILABLE. Except for roadway facilities, impact fees may be assessed but may

not be collected in areas where services are not currently available unless:

(1) the collection is made to pay for a capital improvement or facility expansion that has been identified in the capital improvements plan and the political subdivision commits to commence construction within two years, under duly awarded and executed contracts or commitments of staff time covering substantially all of the work required to provide service, and to have the service available within a reasonable period of time considering the type of capital improvement or facility expansion to be constructed, but in no event longer than five years;

(2) the political subdivision agrees that the owner of a new development may construct or finance the capital improvements or facility expansions and agrees that the costs incurred or funds advanced will be credited against the impact fees otherwise due from the new development or agrees to reimburse the owner for such costs from impact fees paid from other new developments that will use such capital improvements or facility expansions, which fees shall be collected and reimbursed to the owner at the time the other new development records its plat; or

(3) an owner voluntarily requests the political subdivision to reserve capacity to serve future development, and the political subdivision and owner enter into a valid written agreement.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.020. ENTITLEMENT TO SERVICES. Any new development for which an impact fee has been paid is entitled to the permanent use and benefit of the services for which the fee was exacted and is entitled to receive immediate service from any existing facilities with actual capacity to serve the new service units, subject to compliance with other valid regulations.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.021. AUTHORITY OF POLITICAL SUBDIVISIONS TO SPEND

FUNDS TO REDUCE FEES. Political subdivisions may spend funds from any lawful source to pay for all or a part of the capital improvements or facility expansions to reduce the amount of impact fees.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.022. AUTHORITY OF POLITICAL SUBDIVISION TO PAY FEES. (a) Political subdivisions and other governmental entities may pay impact fees imposed under this chapter.

(b) A school district is not required to pay impact fees imposed under this chapter unless the board of trustees of the district consents to the payment of the fees by entering a contract with the political subdivision that imposes the fees. The contract may contain terms the board of trustees considers advisable to provide for the payment of the fees.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 250 (S.B. [883](#)), Sec. 1, eff. May 25, 2007.

Sec. 395.023. CREDITS AGAINST ROADWAY FACILITIES FEES. Any construction of, contributions to, or dedications of off-site roadway facilities agreed to or required by a political subdivision as a condition of development approval shall be credited against roadway facilities impact fees otherwise due from the development. Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.024. ACCOUNTING FOR FEES AND INTEREST. (a) The order, ordinance, or resolution levying an impact fee must provide that all funds collected through the adoption of an impact fee shall be deposited in interest-bearing accounts clearly identifying the category of capital improvements or facility expansions within the service area for which the fee was adopted.

(b) Interest earned on impact fees is considered funds of

the account on which it is earned and is subject to all restrictions placed on use of impact fees under this chapter.

(c) Impact fee funds may be spent only for the purposes for which the impact fee was imposed as shown by the capital improvements plan and as authorized by this chapter.

(d) The records of the accounts into which impact fees are deposited shall be open for public inspection and copying during ordinary business hours.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.025. REFUNDS. (a) On the request of an owner of the property on which an impact fee has been paid, the political subdivision shall refund the impact fee if existing facilities are available and service is denied or the political subdivision has, after collecting the fee when service was not available, failed to commence construction within two years or service is not available within a reasonable period considering the type of capital improvement or facility expansion to be constructed, but in no event later than five years from the date of payment under Section 395.019(1).

(b) Repealed by Acts 2001, 77th Leg., ch. 345, Sec. 9, eff. Sept. 1, 2001.

(c) The political subdivision shall refund any impact fee or part of it that is not spent as authorized by this chapter within 10 years after the date of payment.

(d) Any refund shall bear interest calculated from the date of collection to the date of refund at the statutory rate as set forth in Section 302.002, Finance Code, or its successor statute.

(e) All refunds shall be made to the record owner of the property at the time the refund is paid. However, if the impact fees were paid by another political subdivision or governmental entity, payment shall be made to the political subdivision or governmental entity.

(f) The owner of the property on which an impact fee has been paid or another political subdivision or governmental entity that paid the impact fee has standing to sue for a refund under this

section.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 1997, 75th Leg., ch. 1396, Sec. 37, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 62, Sec. 7.82, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 345, Sec. 9, eff. Sept. 1, 2001.

#### SUBCHAPTER C. PROCEDURES FOR ADOPTION OF IMPACT FEE

Sec. 395.041. COMPLIANCE WITH PROCEDURES REQUIRED. Except as otherwise provided by this chapter, a political subdivision must comply with this subchapter to levy an impact fee.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.0411. CAPITAL IMPROVEMENTS PLAN. The political subdivision shall provide for a capital improvements plan to be developed by qualified professionals using generally accepted engineering and planning practices in accordance with Section [395.014](#).

Added by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.042. HEARING ON LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN. To impose an impact fee, a political subdivision must adopt an order, ordinance, or resolution establishing a public hearing date to consider the land use assumptions and capital improvements plan for the designated service area.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.043. INFORMATION ABOUT LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN AVAILABLE TO PUBLIC. On or before the date of the first publication of the notice of the hearing on the land use assumptions and capital improvements plan, the political subdivision shall make available to the public its land use assumptions, the time period of the projections, and a description

of the capital improvement facilities that may be proposed.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.044. NOTICE OF HEARING ON LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN. (a) Before the 30th day before the date of the hearing on the land use assumptions and capital improvements plan, the political subdivision shall send a notice of the hearing by certified mail to any person who has given written notice by certified or registered mail to the municipal secretary or other designated official of the political subdivision requesting notice of the hearing within two years preceding the date of adoption of the order, ordinance, or resolution setting the public hearing.

(b) The political subdivision shall publish notice of the hearing before the 30th day before the date set for the hearing, in one or more newspapers of general circulation in each county in which the political subdivision lies. However, a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may publish the required newspaper notice only in each county in which the service area lies.

(c) The notice must contain:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN RELATING TO POSSIBLE ADOPTION OF IMPACT FEES"

(2) the time, date, and location of the hearing;

(3) a statement that the purpose of the hearing is to consider the land use assumptions and capital improvements plan under which an impact fee may be imposed; and

(4) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the land use assumptions and capital improvements plan.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.045. APPROVAL OF LAND USE ASSUMPTIONS AND CAPITAL

IMPROVEMENTS PLAN REQUIRED. (a) After the public hearing on the land use assumptions and capital improvements plan, the political subdivision shall determine whether to adopt or reject an ordinance, order, or resolution approving the land use assumptions and capital improvements plan.

(b) The political subdivision, within 30 days after the date of the public hearing, shall approve or disapprove the land use assumptions and capital improvements plan.

(c) An ordinance, order, or resolution approving the land use assumptions and capital improvements plan may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.0455. SYSTEMWIDE LAND USE ASSUMPTIONS. (a) In lieu of adopting land use assumptions for each service area, a political subdivision may, except for storm water, drainage, flood control, and roadway facilities, adopt systemwide land use assumptions, which cover all of the area subject to the jurisdiction of the political subdivision for the purpose of imposing impact fees under this chapter.

(b) Prior to adopting systemwide land use assumptions, a political subdivision shall follow the public notice, hearing, and other requirements for adopting land use assumptions.

(c) After adoption of systemwide land use assumptions, a political subdivision is not required to adopt additional land use assumptions for a service area for water supply, treatment, and distribution facilities or wastewater collection and treatment facilities as a prerequisite to the adoption of a capital improvements plan or impact fee, provided the capital improvements plan and impact fee are consistent with the systemwide land use assumptions.

Added by Acts 1989, 71st Leg., ch. 566, Sec. 1(b), eff. Aug. 28, 1989.

Sec. 395.047. HEARING ON IMPACT FEE. On adoption of the

land use assumptions and capital improvements plan, the governing body shall adopt an order or resolution setting a public hearing to discuss the imposition of the impact fee. The public hearing must be held by the governing body of the political subdivision to discuss the proposed ordinance, order, or resolution imposing an impact fee.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.049. NOTICE OF HEARING ON IMPACT FEE. (a) Before the 30th day before the date of the hearing on the imposition of an impact fee, the political subdivision shall send a notice of the hearing by certified mail to any person who has given written notice by certified or registered mail to the municipal secretary or other designated official of the political subdivision requesting notice of the hearing within two years preceding the date of adoption of the order or resolution setting the public hearing.

(b) The political subdivision shall publish notice of the hearing before the 30th day before the date set for the hearing, in one or more newspapers of general circulation in each county in which the political subdivision lies. However, a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may publish the required newspaper notice only in each county in which the service area lies.

(c) The notice must contain the following:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON ADOPTION OF IMPACT FEES"

(2) the time, date, and location of the hearing;

(3) a statement that the purpose of the hearing is to consider the adoption of an impact fee;

(4) the amount of the proposed impact fee per service unit; and

(5) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the plan and proposed fee.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28,

1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.050. ADVISORY COMMITTEE COMMENTS ON IMPACT FEES. The advisory committee created under Section 395.058 shall file its written comments on the proposed impact fees before the fifth business day before the date of the public hearing on the imposition of the fees.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.051. APPROVAL OF IMPACT FEE REQUIRED. (a) The political subdivision, within 30 days after the date of the public hearing on the imposition of an impact fee, shall approve or disapprove the imposition of an impact fee.

(b) An ordinance, order, or resolution approving the imposition of an impact fee may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.052. PERIODIC UPDATE OF LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN REQUIRED. (a) A political subdivision imposing an impact fee shall update the land use assumptions and capital improvements plan at least every five years. The initial five-year period begins on the day the capital improvements plan is adopted.

(b) The political subdivision shall review and evaluate its current land use assumptions and shall cause an update of the capital improvements plan to be prepared in accordance with Subchapter B.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 6, eff. Sept. 1, 2001.

Sec. 395.053. HEARING ON UPDATED LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN. The governing body of the political subdivision shall, within 60 days after the date it receives the update of the land use assumptions and the capital improvements plan, adopt an order setting a public hearing to discuss and review the update and shall determine whether to amend the plan.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.054. HEARING ON AMENDMENTS TO LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN, OR IMPACT FEE. A public hearing must be held by the governing body of the political subdivision to discuss the proposed ordinance, order, or resolution amending land use assumptions, the capital improvements plan, or the impact fee. On or before the date of the first publication of the notice of the hearing on the amendments, the land use assumptions and the capital improvements plan, including the amount of any proposed amended impact fee per service unit, shall be made available to the public.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.055. NOTICE OF HEARING ON AMENDMENTS TO LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN, OR IMPACT FEE. (a) The notice and hearing procedures prescribed by Sections [395.044](#)(a) and (b) apply to a hearing on the amendment of land use assumptions, a capital improvements plan, or an impact fee.

(b) The notice of a hearing under this section must contain the following:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON AMENDMENT OF IMPACT FEES"

(2) the time, date, and location of the hearing;

(3) a statement that the purpose of the hearing is to consider the amendment of land use assumptions and a capital improvements plan and the imposition of an impact fee; and

(4) a statement that any member of the public has the right to appear at the hearing and present evidence for or against

the update.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 7, eff. Sept. 1, 2001.

Sec. 395.056. ADVISORY COMMITTEE COMMENTS ON AMENDMENTS. The advisory committee created under Section 395.058 shall file its written comments on the proposed amendments to the land use assumptions, capital improvements plan, and impact fee before the fifth business day before the date of the public hearing on the amendments.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.057. APPROVAL OF AMENDMENTS REQUIRED. (a) The political subdivision, within 30 days after the date of the public hearing on the amendments, shall approve or disapprove the amendments of the land use assumptions and the capital improvements plan and modification of an impact fee.

(b) An ordinance, order, or resolution approving the amendments to the land use assumptions, the capital improvements plan, and imposition of an impact fee may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.0575. DETERMINATION THAT NO UPDATE OF LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN OR IMPACT FEES IS NEEDED.

(a) If, at the time an update under Section 395.052 is required, the governing body determines that no change to the land use assumptions, capital improvements plan, or impact fee is needed, it may, as an alternative to the updating requirements of Sections 395.052-395.057, do the following:

(1) The governing body of the political subdivision shall, upon determining that an update is unnecessary and 60 days before publishing the final notice under this section, send notice of its determination not to update the land use assumptions,

capital improvements plan, and impact fee by certified mail to any person who has, within two years preceding the date that the final notice of this matter is to be published, give written notice by certified or registered mail to the municipal secretary or other designated official of the political subdivision requesting notice of hearings related to impact fees. The notice must contain the information in Subsections (b)(2)-(5).

(2) The political subdivision shall publish notice of its determination once a week for three consecutive weeks in one or more newspapers with general circulation in each county in which the political subdivision lies. However, a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may publish the required newspaper notice only in each county in which the service area lies. The notice of public hearing may not be in the part of the paper in which legal notices and classified ads appear and may not be smaller than one-quarter page of a standard-size or tabloid-size newspaper, and the headline on the notice must be in 18-point or larger type.

(b) The notice must contain the following:

(1) a headline to read as follows:

"NOTICE OF DETERMINATION NOT TO UPDATE  
LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS  
PLAN, OR IMPACT FEES";

(2) a statement that the governing body of the political subdivision has determined that no change to the land use assumptions, capital improvements plan, or impact fee is necessary;

(3) an easily understandable description and a map of the service area in which the updating has been determined to be unnecessary;

(4) a statement that if, within a specified date, which date shall be at least 60 days after publication of the first notice, a person makes a written request to the designated official of the political subdivision requesting that the land use assumptions, capital improvements plan, or impact fee be updated, the governing body must comply with the request by following the requirements of Sections 395.052-395.057; and

(5) a statement identifying the name and mailing

address of the official of the political subdivision to whom a request for an update should be sent.

(c) The advisory committee shall file its written comments on the need for updating the land use assumptions, capital improvements plans, and impact fee before the fifth business day before the earliest notice of the government's decision that no update is necessary is mailed or published.

(d) If, by the date specified in Subsection (b)(4), a person requests in writing that the land use assumptions, capital improvements plan, or impact fee be updated, the governing body shall cause an update of the land use assumptions and capital improvements plan to be prepared in accordance with Sections 395.052-395.057.

(e) An ordinance, order, or resolution determining the need for updating land use assumptions, a capital improvements plan, or an impact fee may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 566, Sec. 1(d), eff. Aug. 28, 1989.

Sec. 395.058. ADVISORY COMMITTEE. (a) On or before the date on which the order, ordinance, or resolution is adopted under Section 395.042, the political subdivision shall appoint a capital improvements advisory committee.

(b) The advisory committee is composed of not less than five members who shall be appointed by a majority vote of the governing body of the political subdivision. Not less than 40 percent of the membership of the advisory committee must be representatives of the real estate, development, or building industries who are not employees or officials of a political subdivision or governmental entity. If the political subdivision has a planning and zoning commission, the commission may act as the advisory committee if the commission includes at least one representative of the real estate, development, or building industry who is not an employee or official of a political subdivision or governmental entity. If no such representative is a member of the planning and zoning commission, the commission may still act as the advisory committee if at least one such representative is appointed by the political

subdivision as an ad hoc voting member of the planning and zoning commission when it acts as the advisory committee. If the impact fee is to be applied in the extraterritorial jurisdiction of the political subdivision, the membership must include a representative from that area.

(c) The advisory committee serves in an advisory capacity and is established to:

(1) advise and assist the political subdivision in adopting land use assumptions;

(2) review the capital improvements plan and file written comments;

(3) monitor and evaluate implementation of the capital improvements plan;

(4) file semiannual reports with respect to the progress of the capital improvements plan and report to the political subdivision any perceived inequities in implementing the plan or imposing the impact fee; and

(5) advise the political subdivision of the need to update or revise the land use assumptions, capital improvements plan, and impact fee.

(d) The political subdivision shall make available to the advisory committee any professional reports with respect to developing and implementing the capital improvements plan.

(e) The governing body of the political subdivision shall adopt procedural rules for the advisory committee to follow in carrying out its duties.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

#### SUBCHAPTER D. OTHER PROVISIONS

Sec. 395.071. DUTIES TO BE PERFORMED WITHIN TIME LIMITS. If the governing body of the political subdivision does not perform a duty imposed under this chapter within the prescribed period, a person who has paid an impact fee or an owner of land on which an impact fee has been paid has the right to present a written request to the governing body of the political subdivision stating the

nature of the unperformed duty and requesting that it be performed within 60 days after the date of the request. If the governing body of the political subdivision finds that the duty is required under this chapter and is late in being performed, it shall cause the duty to commence within 60 days after the date of the request and continue until completion.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.072. RECORDS OF HEARINGS. A record must be made of any public hearing provided for by this chapter. The record shall be maintained and be made available for public inspection by the political subdivision for at least 10 years after the date of the hearing.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.073. CUMULATIVE EFFECT OF STATE AND LOCAL RESTRICTIONS. Any state or local restrictions that apply to the imposition of an impact fee in a political subdivision where an impact fee is proposed are cumulative with the restrictions in this chapter.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.074. PRIOR IMPACT FEES REPLACED BY FEES UNDER THIS CHAPTER. An impact fee that is in place on June 20, 1987, must be replaced by an impact fee made under this chapter on or before June 20, 1990. However, any political subdivision having an impact fee that has not been replaced under this chapter on or before June 20, 1988, is liable to any party who, after June 20, 1988, pays an impact fee that exceeds the maximum permitted under Subchapter B by more than 10 percent for an amount equal to two times the difference between the maximum impact fee allowed and the actual impact fee imposed, plus reasonable attorney's fees and court costs.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.075. NO EFFECT ON TAXES OR OTHER CHARGES. This chapter does not prohibit, affect, or regulate any tax, fee, charge, or assessment specifically authorized by state law. Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.076. MORATORIUM ON DEVELOPMENT PROHIBITED. A moratorium may not be placed on new development for the purpose of awaiting the completion of all or any part of the process necessary to develop, adopt, or update land use assumptions, a capital improvements plan, or an impact fee. Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 441, Sec. 2, eff. Sept. 1, 2001.

Sec. 395.077. APPEALS. (a) A person who has exhausted all administrative remedies within the political subdivision and who is aggrieved by a final decision is entitled to trial de novo under this chapter.

(b) A suit to contest an impact fee must be filed within 90 days after the date of adoption of the ordinance, order, or resolution establishing the impact fee.

(c) Except for roadway facilities, a person who has paid an impact fee or an owner of property on which an impact fee has been paid is entitled to specific performance of the services by the political subdivision for which the fee was paid.

(d) This section does not require construction of a specific facility to provide the services.

(e) Any suit must be filed in the county in which the major part of the land area of the political subdivision is located. A successful litigant shall be entitled to recover reasonable attorney's fees and court costs.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.078. SUBSTANTIAL COMPLIANCE WITH NOTICE

REQUIREMENTS. An impact fee may not be held invalid because the public notice requirements were not complied with if compliance was substantial and in good faith.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.079. IMPACT FEE FOR STORM WATER, DRAINAGE, AND FLOOD CONTROL IN POPULOUS COUNTY. (a) Any county that has a population of 3.3 million or more or that borders a county with a population of 3.3 million or more, and any district or authority created under Article XVI, Section 59, of the Texas Constitution within any such county that is authorized to provide storm water, drainage, and flood control facilities, is authorized to impose impact fees to provide storm water, drainage, and flood control improvements necessary to accommodate new development.

(b) The imposition of impact fees authorized by Subsection (a) is exempt from the requirements of Sections 395.025, 395.052-395.057, and 395.074 unless the political subdivision proposes to increase the impact fee.

(c) Any political subdivision described by Subsection (a) is authorized to pledge or otherwise contractually obligate all or part of the impact fees to the payment of principal and interest on bonds, notes, or other obligations issued or incurred by or on behalf of the political subdivision and to the payment of any other contractual obligations.

(d) An impact fee adopted by a political subdivision under Subsection (a) may not be reduced if:

(1) the political subdivision has pledged or otherwise contractually obligated all or part of the impact fees to the payment of principal and interest on bonds, notes, or other obligations issued by or on behalf of the political subdivision; and

(2) the political subdivision agrees in the pledge or contract not to reduce the impact fees during the term of the bonds, notes, or other contractual obligations.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 669, Sec. 107, eff.

Sept. 1, 2001.

Sec. 395.080. CHAPTER NOT APPLICABLE TO CERTAIN WATER-RELATED SPECIAL DISTRICTS. (a) This chapter does not apply to impact fees, charges, fees, assessments, or contributions:

(1) paid by or charged to a district created under Article XVI, Section 59, of the Texas Constitution to another district created under that constitutional provision if both districts are required by law to obtain approval of their bonds by the Texas Natural Resource Conservation Commission; or

(2) charged by an entity if the impact fees, charges, fees, assessments, or contributions are approved by the Texas Natural Resource Conservation Commission.

(b) Any district created under Article XVI, Section 59, or Article III, Section 52, of the Texas Constitution may petition the Texas Natural Resource Conservation Commission for approval of any proposed impact fees, charges, fees, assessments, or contributions. The commission shall adopt rules for reviewing the petition and may charge the petitioner fees adequate to cover the cost of processing and considering the petition. The rules shall require notice substantially the same as that required by this chapter for the adoption of impact fees and shall afford opportunity for all affected parties to participate.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 1995, 74th Leg., ch. 76, Sec. 11.257, eff. Sept. 1, 1995.

Sec. 395.081. FEES FOR ADJOINING LANDOWNERS IN CERTAIN MUNICIPALITIES. (a) This section applies only to a municipality with a population of 115,000 or less that constitutes more than three-fourths of the population of the county in which the majority of the area of the municipality is located.

(b) A municipality that has not adopted an impact fee under this chapter that is constructing a capital improvement, including sewer or waterline or drainage or roadway facilities, from the municipality to a development located within or outside the municipality's boundaries, in its discretion, may allow a landowner

whose land adjoins the capital improvement or is within a specified distance from the capital improvement, as determined by the governing body of the municipality, to connect to the capital improvement if:

(1) the governing body of the municipality has adopted a finding under Subsection (c); and

(2) the landowner agrees to pay a proportional share of the cost of the capital improvement as determined by the governing body of the municipality and agreed to by the landowner.

(c) Before a municipality may allow a landowner to connect to a capital improvement under Subsection (b), the municipality shall adopt a finding that the municipality will benefit from allowing the landowner to connect to the capital improvement. The finding shall describe the benefit to be received by the municipality.

(d) A determination of the governing body of a municipality, or its officers or employees, under this section is a discretionary function of the municipality and the municipality and its officers or employees are not liable for a determination made under this section.

Added by Acts 1997, 75th Leg., ch. 1150, Sec. 1, eff. June 19, 1997.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1043 (H.B. [3111](#)), Sec. 5, eff. June 17, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 1163 (H.B. [2702](#)), Sec. 100, eff. September 1, 2011.

## **Appendix B**

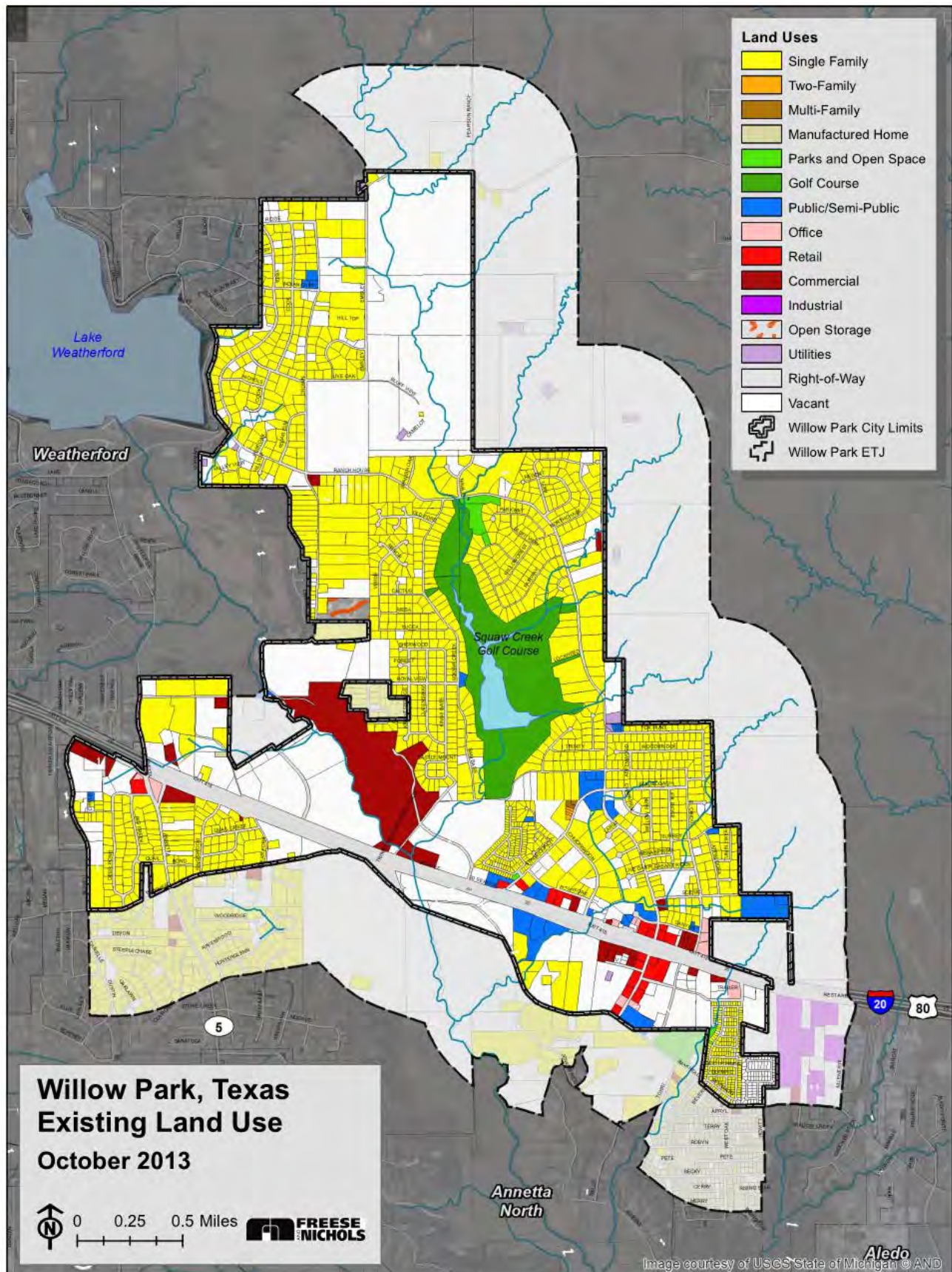
# **Existing Land Use Plan**



1508 Santa Fe, Suite 203 – Weatherford, Texas 76086  
[www.jacobmartin.com](http://www.jacobmartin.com) – (817)594-9880



516 Ranch House Rd – Willow Park, Texas 76087  
[www.willowpark.org](http://www.willowpark.org) – (817)441-7108



# Appendix C

## Future Land Use Plan

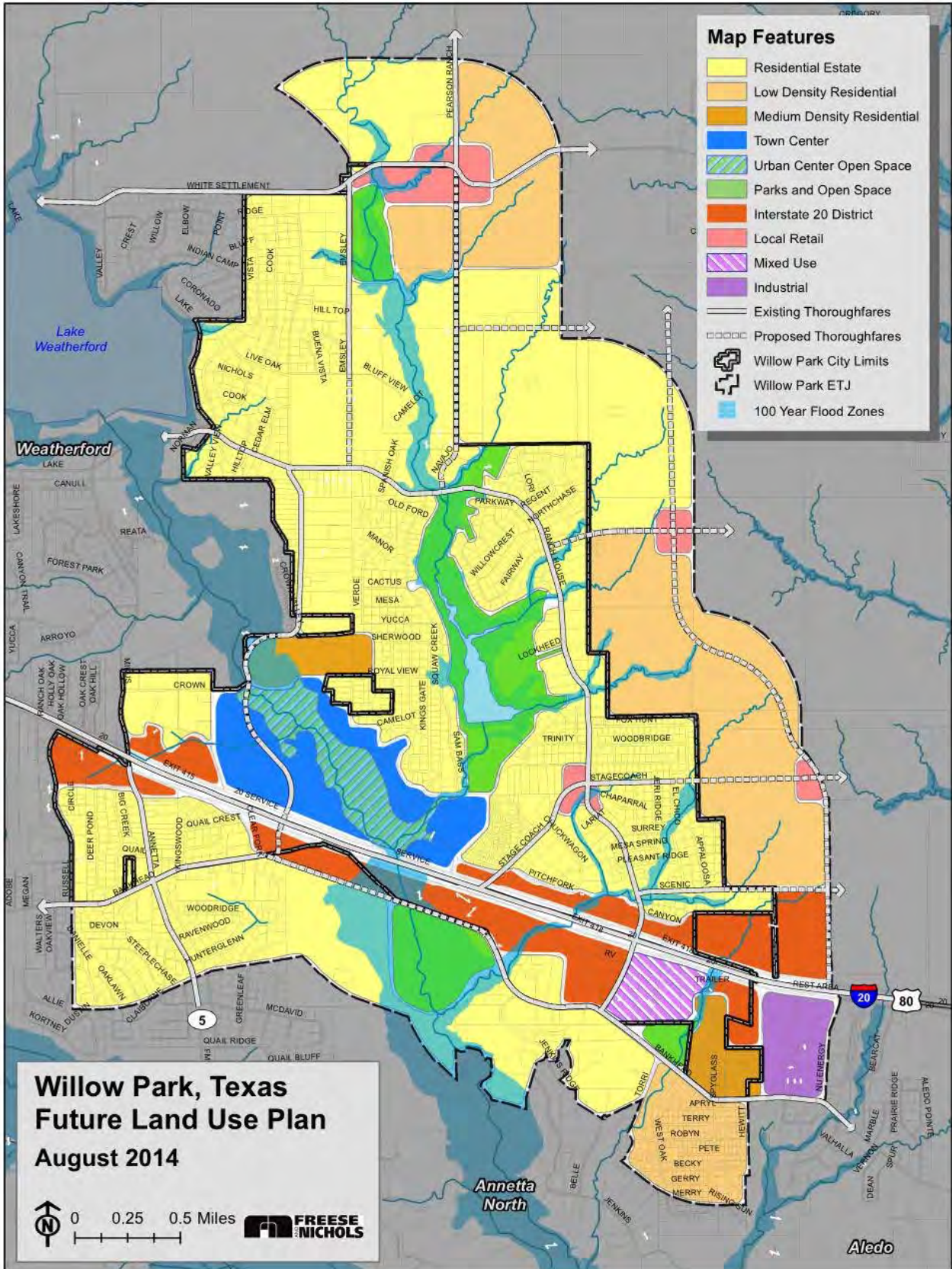


1508 Santa Fe, Suite 203 – Weatherford, Texas 76086  
[www.jacobmartin.com](http://www.jacobmartin.com) – (817)594-9880



516 Ranch House Rd – Willow Park, Texas 76087  
[www.willowpark.org](http://www.willowpark.org) – (817)441-7108

## Future Land Use Map



# Appendix D

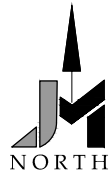
## Proposed Capital Improvements



1508 Santa Fe, Suite 203 – Weatherford, Texas 76086  
[www.jacobmartin.com](http://www.jacobmartin.com) – (817)594-9880



516 Ranch House Rd – Willow Park, Texas 76087  
[www.willowpark.org](http://www.willowpark.org) – (817)441-7108



SCALE: 1"=200'

JERI RIDGE RD

REPLACE CULVERT

PLEASANT RIDGE LN

EXISTING CHANNEL

PROPOSED RIP RAP

EL CHICO TRAIL

**CITY OF WILLOW PARK**  
PARKER COUNTY, TEXAS

**STORMWATER FEE STUDIES**  
**1-5 YEAR IMPROVEMENTS PRIORITY #1A**

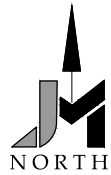


**JACOB  
MARTIN**

3465 CURRY LANE  
ABILENE, TX 79606  
325-695-1070

1508 SANTA FE DR, STE 203  
WEATHERFORD, TX 76086  
817-594-9880

FIRM# F-2448



SCALE: 1"=200'



**CITY OF WILLOW PARK**  
PARKER COUNTY, TEXAS

**STORMWATER FEE STUDIES**  
**1-5 YEAR IMPROVEMENTS PRIORITY #1B**

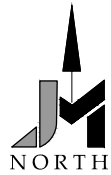


**JACOB  
MARTIN**

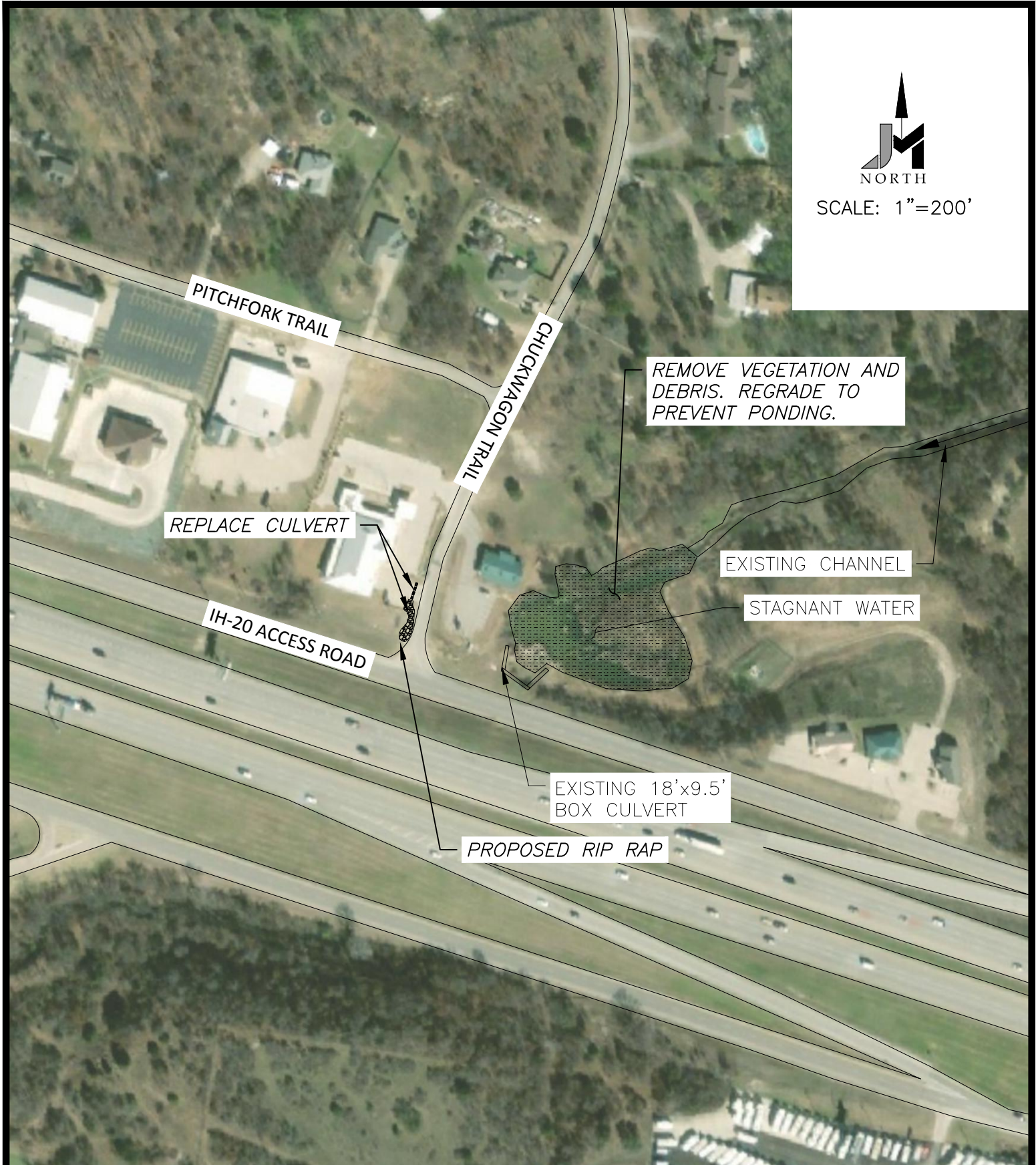
3465 CURRY LANE  
ABILENE, TX 79606  
325-695-1070

1508 SANTA FE DR, STE 203  
WEATHERFORD, TX 76086  
817-594-9880

FIRM # F-2448



SCALE: 1"=200'



**CITY OF WILLOW PARK**  
PARKER COUNTY, TEXAS

**STORMWATER FEE STUDIES**  
**1-5 YEAR IMPROVEMENTS PRIORITY #2**



**JACOB  
MARTIN**

3465 CURRY LANE  
ABILENE, TX 79606  
325-695-1070

1508 SANTA FE DR, STE 203  
WEATHERFORD, TX 76086  
817-594-9880

FIRM# F-2448



**CITY OF WILLOW PARK**  
PARKER COUNTY, TEXAS

**STORMWATER FEE STUDIES**  
1-5 YEAR IMPROVEMENTS PRIORITY #3

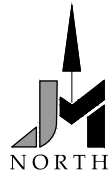


**JACOB  
MARTIN**

3465 CURRY LANE  
ABILENE, TX 79606  
325-695-1070

1508 SANTA FE DR, STE 203  
WEATHERFORD, TX 76086  
817-594-9880

FIRM# F-2448



SCALE: 1"=100'



**CITY OF WILLOW PARK**  
PARKER COUNTY, TEXAS

**STORMWATER FEE STUDIES**  
**1-5 YEAR IMPROVEMENTS PRIORITY #4**

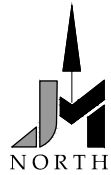


**JACOB  
MARTIN**

3465 CURRY LANE  
ABILENE, TX 79606  
325-695-1070

1508 SANTA FE DR, STE 203  
WEATHERFORD, TX 76086  
817-594-9880

FIRM# F-2448



SCALE: 1"=100'

REGRADE AREA TO PROMOTE  
IMPROVED DRAINAGE AND ADD  
STORM DRAIN

KINGS GATE RD

CASTLEMOUNT

CASTLEMOUNT

**CITY OF WILLOW PARK**  
PARKER COUNTY, TEXAS

**STORMWATER FEE STUDIES**  
1-5 YEAR IMPROVEMENTS PRIORITY #5

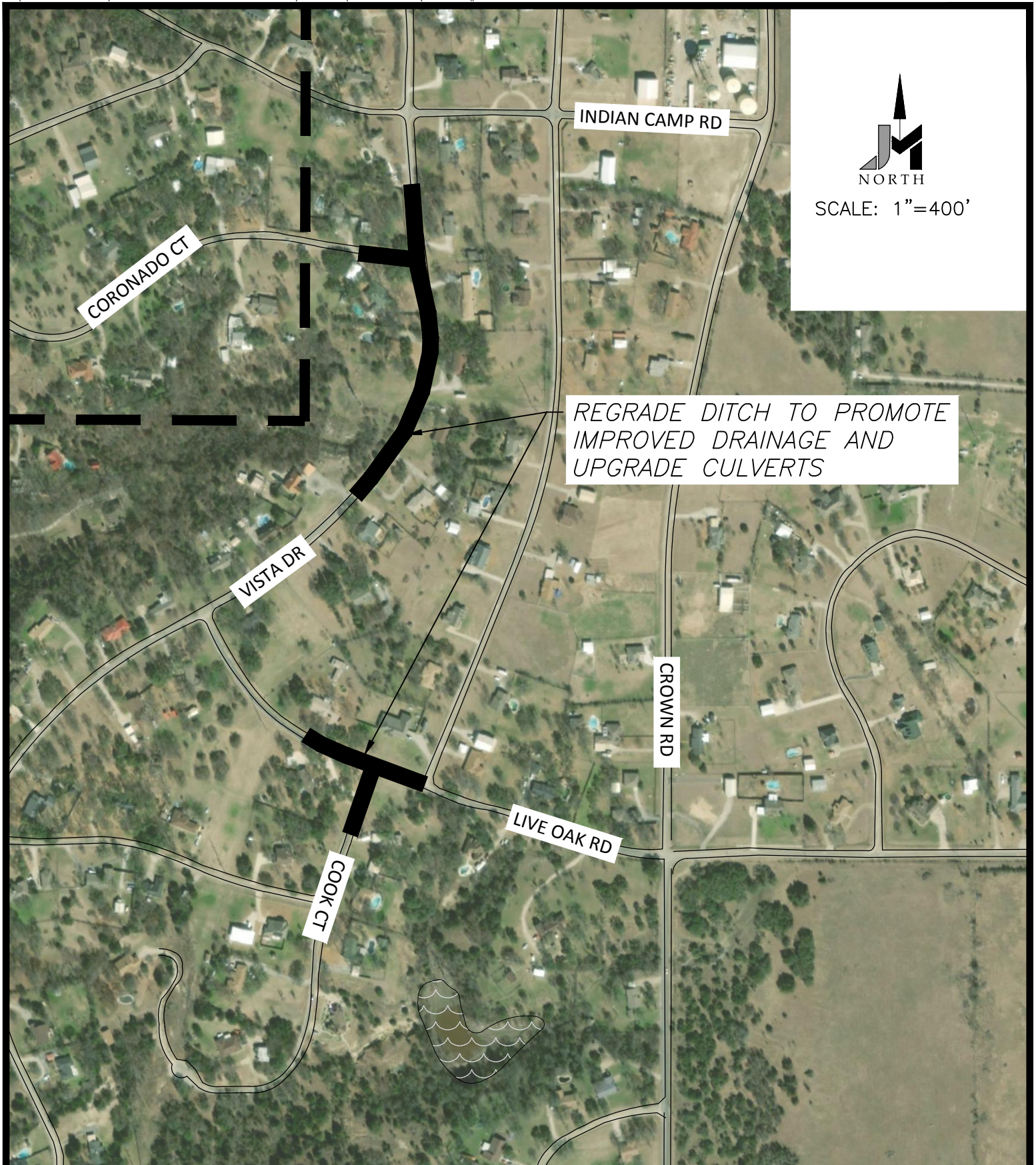


**JACOB  
MARTIN**

3465 CURRY LANE  
ABILENE, TX 79606  
325-695-1070

1508 SANTA FE DR, STE 203  
WEATHERFORD, TX 76086  
817-594-9880

FIRM# F-2448



**CITY OF WILLOW PARK**  
PARKER COUNTY, TEXAS

**STORMWATER FEE STUDIES**

**1-5 YEAR IMPROVEMENTS PRIORITY #6 & #7**

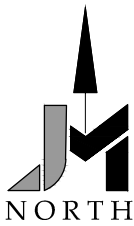
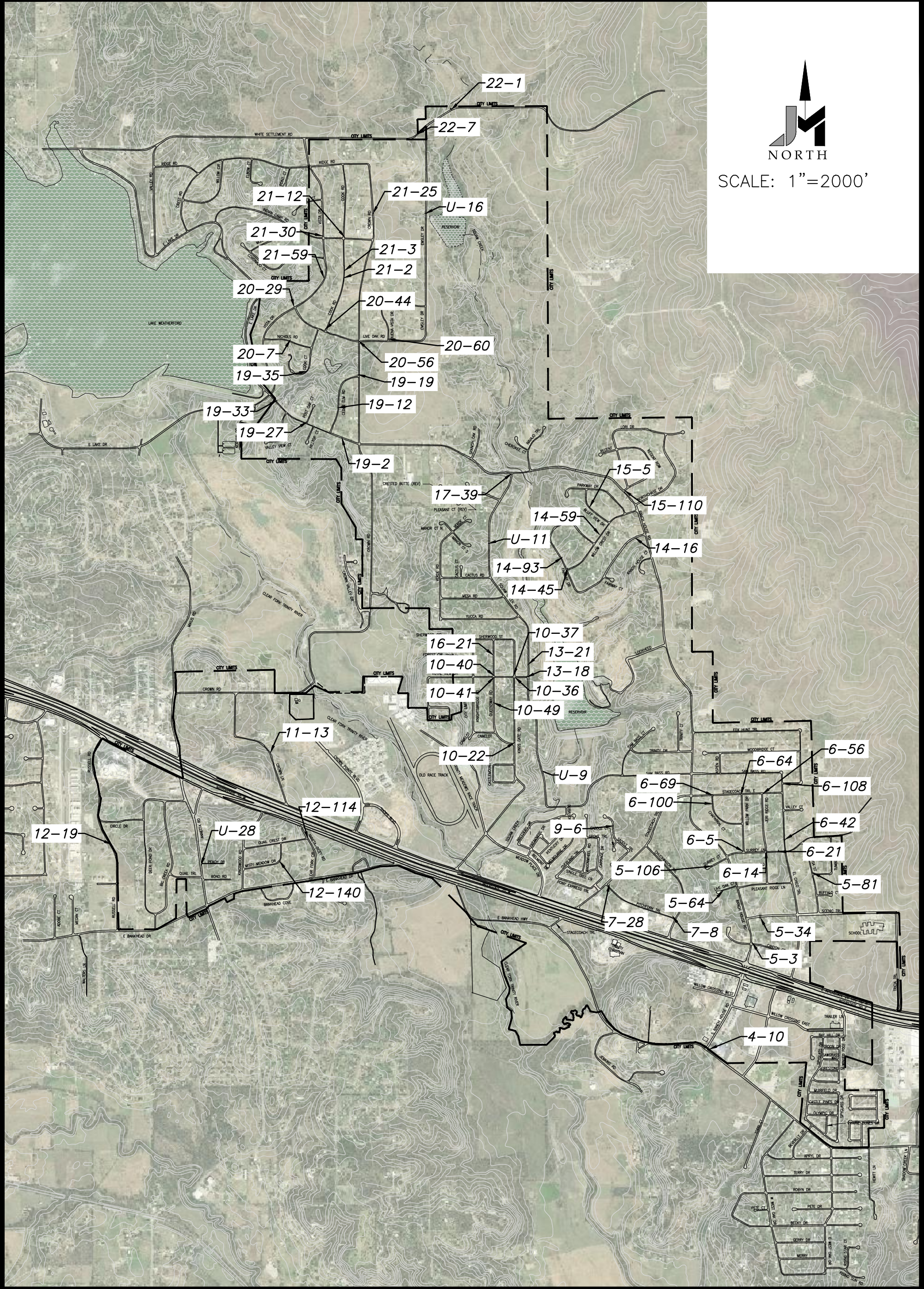


**JACOB  
MARTIN**

3465 CURRY LANE  
ABILENE, TX 79606  
325-695-1070

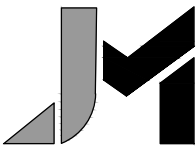
1508 SANTA FE DR, STE 203  
WEATHERFORD, TX 76086  
817-594-9880

FIRM# F-2448



SCALE: 1"=2000'

**CITY OF WILLOW PARK**  
**PARKER COUNTY, TEXAS**  
**STORMWATER FEE STUDIES**  
**1-10 YEAR CULVERT IMPROVEMENTS**



**JACOB  
MARTIN**

FIRM# F-2448

3465 CURRY LANE  
ABILENE, TX 79606  
325-695-1070

1508 SANTA FE DR, STE 204  
WEATHERFORD, TX 76086  
817-594-9880

1014 BROADWAY STREET  
LUBBOCK, TX 79401  
806-368-6375



## CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Council Date:</b> July 28, 2020	<b>Department:</b> Communications and Marketing	<b>Presented By:</b> Rose Kertok
---------------------------------------	--	-------------------------------------

**AGENDA ITEM: Discussion: Update on new CivicPlus website.**

---

### BACKGROUND:

Council approved the development of a new website in December 2019.

---

**STAFF/BOARD/COMMISSION RECOMMENDATION: No action required**

---

### EXHIBITS:

ADDITIONAL INFO:	FINANCIAL INFO:	
	<b>Cost</b>	\$ none
	<b>Source of Funding</b>	\$