



**City of Willow Park
Regular Meeting
City Hall
516 Ranch House Rd, Willow Park, TX 76087
Tuesday, April 11, 2017 at 7:00 p.m.
Agenda**

Section I – Presentations

- 1. Call to Order**
- 2. Determination Of Quorum**
- 3. Invocation & Pledge of Allegiance**
- 4. Citizen Presentations & Comments**

Section II – Minutes

5. Approve and Act on Minutes

- A. Approve City Council Regular Meeting Minutes – March 14, 2017

Section III – General Items

- 6. Discussion/Action:** To consider and act on a Special Use Permit request for Lot 7, Block 2, El Chico South Addition, City of Willow Park, Parker County Texas, to operate a snow cone business, “Sugar Shack” in the Commercial/I-20 Overlay District, at 104 S. Ranch House Road. (Betty Chew)
 - A. Open Public Hearing
 - B. Close Public Hearing
- 7. Discussion/Action:** To consider and act on a Preliminary Plat of Lot 1, Block 1, Lots 1-4, Block 2 & Lot 1, Block 3, Phase 1 & 2, I-20 Corridor Addition to the City of Willow Park, Parker County, Texas. Being an 18.747 Acres Subdivision out of The McKinney & Williams Survey Abstract No. 954 & The Wesley Franklin Survey, Abstract No. 468 Parker County, Texas. The property is located in the 4200 Block of I-20 Service Rd N. (Betty Chew)
 - A. Open Public Hearing
 - B. Close Public Hearing
- 8. Discussion/Action:** To consider to amend the Zoning Ordinance to add the “Garage Openings Facing Frontal Streets” regulations adopted by ORDINANCE No. 364-94, Code of Ordinances, City of Willow Park, Texas August 16, 1994. (Accessory Building or Use). (Betty Chew)
 - A. Open Public Hearing
 - B. Close Public Hearing

9. Discussion/Action: To consider to amend the Zoning Ordinance to add the “Garage Openings Facing Frontal Streets” regulations adopted by ORDINANCE No. 364-94, Code of Ordinances, City of Willow Park, Texas August 16, 1994. (Betty Chew)
 - A. Open Public Hearing
 - B. Close Public Hearing
10. Discussion/Action: To approve date for Council to canvas election and swear in Mayor and Council with oath of office. (Candy Scott)
11. Presentation: Capital Improvement Plan update by Jacob/Martin. (Derek Turner)
12. Discussion/Action: To consider and act on Resolution No. 05-17, a Resolution authorizing the Fire Department to finance a fire truck. (Chief Mike LeNoir)
13. Discussion/Action: To consider approval of the Police Department Seizure Fund Budget. (Police Chief West)
14. Discussion/Action: To consider and approve Resolution No. 03-17, a resolution to enter into a regional agreement with other area law enforcement agencies for the purpose of providing and receiving law enforcement assistance. (Police Chief West)
15. Discussion/Action: To consider and approve Oncor Rate Increase Resolution No. 04-17, a Resolution suspending the requested rate change. (Scott Wall)

Section IV – Council Requested Items

16. Discuss/Action: To approve Ordinance No. 751-17 changing the appointment and supervision of the City Attorney. (Mayor Pro Tem Martin)

Section V- Informational

17. Mayor & Council Member Announcements
18. City Administrator’s Report

Section VI – Adjournment

19. 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 April 7, 2017 at 5:00 pm.

Candice Scott

Interim City Secretary, City of Willow Park

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 fax (817) 441-6900 at least two (2) working days prior to the meeting so that appropriate arrangements can be made.



**City of Willow Park
City Council
Regular Meeting
City Hall
516 Ranch House Road, Willow Park, TX 76087
Tuesday, March 14, 2017 at 7:00 p.m.
Minutes**

Section I – Presentations

1. Call to Order

Mayor Neverdousky called the meeting to order at 7:00 p.m.

2. Determination of Quorum

Mayor Richard Neverdousky
Councilmember Norman Hogue
Councilmember Gene Martin
Councilmember Greg Runnebaum
Councilmember John Gholson
Councilmember Marcy Galle

Staff Present:
City Administrator Scott Wall
Interim City Secretary Candice Scott
City Attorney Rider Scott

3. Invocation & Pledge of Allegiance

Mayor Neverdousky started the meeting with the invocation and by leading the room in the Pledge of Allegiance.

4. Special Recognitions

***None.

5. Proclamation – Poison Prevention Week

***Mayor Neverdousky read the proclamation, determining the week of March 19-25, 2017, as Poison Prevention Week in this City and presented it to North Texas Poison Center at Parkland Hospital.

6. Citizen Presentations & Public Comments

***None.

Section II – Minutes

7. Approve and Act on Minutes

A. Approve City Council Regular Meeting Minutes – February 14, 2017

***Councilmember Martin made a motion to approve the City Council Regular Meeting Minutes.

Seconded by Councilmember Galle

Aye votes: Councilmembers Hogue, Martin, Gholson, Galle

Abstain votes: Councilmember Runnebaum

Motion passed with a vote of 4-0

Section III – General Items

8. Financial update by Jake Weber, CPA.

***Jake Weber, CPA gave his report to City Council.

9. Discussion/Action: To consider authorization for the City to enter into a lease purchase agreement with Government Capital Corporation, in the approximate amount of \$406,000, to acquire certain new firefighting equipment and sell or trade-in surplus equipment. (Fire Chief Lenoir)

*** Councilmember Gholson made a motion to authorize the City to enter into a lease purchase agreement with Government Capital Corporation, in the approximate amount of \$406,000, to acquire certain new firefighting equipment and sell or trade-in surplus equipment.

Seconded by Councilmember Galle

Aye votes: Councilmembers Hogue, Martin, Runnebaum, Gholson, Galle

Motion passed with a vote of 5-0

10. Discussion/Action: To consider Ordinance No. 743-17 providing authorization to amend Chapter 12 “ZONING REGULATIONS” Article 12.500 “USE RESTRICTIONS AND ZONING REGULATIONS, “CLASS II – RESIDENTIAL ‘R-1/S’ SINGLE FAMILY DISTRICT WITH SEWER” to provide for a minimum lot area of 20,000 square feet. (Betty Chew)

A. Opened Public Hearing at 7:22 p.m.

B. Closed Public Hearing at 7:22 p.m.

***Councilmember Runnebaum made a motion to adopt Ordinance No. 743-17 providing authorization to amend Chapter 12 “ZONING REGULATIONS” Article 12.500 “USE RESTRICTIONS AND ZONING REGULATIONS, “CLASS II – RESIDENTIAL ‘R-1/S’ SINGLE FAMILY DISTRICT WITH SEWER” to provide for a minimum lot area of 20,000 square feet.

Seconded by Councilmember Hogue

Aye votes: Councilmembers Hogue, Martin, Runnebaum, Gholson, Galle

Motion passed with a vote of 5-0

11. Discussion/Action: To consider Ordinance No. 744-17 repealing ARTICLE 3.1200 “GARAGE OPENINGS FACING FRONTAL STREETS” in CHAPTER 3, “BUILDING AND CONSTRUCTION” Municipal; Code of Ordinances. (Betty Chew)

***Councilmember Martin made a motion to approve Ordinance No. 744-17 repealing ARTICLE 3.1200 “GARAGE OPENINGS FACING FRONTAL STREETS” in CHAPTER 3, “BUILDING AND CONSTRUCTION” Municipal; Code of Ordinances.

Seconded by Councilmember Galle

Aye votes: Councilmembers Hogue, Martin, Runnebaum, Gholson, Galle

Motion passed with a vote of 5-0

***Councilmember Galle made a motion to reconsider the vote by which Item #11 passed.

Seconded by Councilmember Runnebaum

Aye votes: Councilmembers Hogue, Martin, Runnebaum, Gholson, Galle

Motion passed with a vote of 5-0

***Councilmember Martin made a motion to modify approval of Ordinance 744-17, delaying the effective date of the Ordinance to May 12, 2017.

Seconded by Councilmember Galle

Aye votes: Councilmembers Hogue, Martin, Runnebaum, Gholson, Galle

Motion passed with a vote of 5-0

12. Discussion/Action: To consider Ordinance No. 745-17 and Ordinance No. 746-17 amending the Zoning Ordinance to add the “Garage Openings Facing Frontal Streets” regulations adopted by ORDINANCE No. 364-94, Code of Ordinances, City of Willow Park, Texas August 16, 1994. (Betty Chew)

A. Opened Public Hearing at 7:31 p.m.

***John Ieronymides, 215 Sam Bass Rd., addressed council regarding garage openings facing frontal streets.

***Dave Henson, 801 Sam Bass Ct., addressed council regarding garage openings facing frontal streets.

B. Closed Public Hearing at 7:45 p.m.

***Councilmember Galle made a motion to table this item until next month’s city council meeting and hold a work session.

Seconded by Councilmember Gholson

Aye votes: Councilmembers Hogue, Martin, Runnebaum, Gholson, Galle

Motion passed with a vote of 5-0

13. Discussion/Action: To consider Ordinance No. 747-17 providing authorization to amend Chapter 12 "ZONING," Article 12.500 "USE RESTRICTIONS AND ZONING REGULATIONS, by adding a new Section: "CLASS II – RESIDENTIAL 'TH' Townhome District" zoning classification. (Betty Chew)

A. Opened Public Hearing at 8:20 p.m.

***Luanne Stringer, 819 Kings Gate, addressed council regarding the townhome district.

***Dave Henson, 801 Sam Bass Ct., addressed council regarding the townhome district.

***Zach Pettigrew, 311 Bay Hill Ct., addressed council regarding the townhome district.

B. Closed Public Hearing at 8:29 p.m.

***Councilmember Martin made a motion to adopt Ordinance No. 747-17 providing authorization to amend Chapter 12 "ZONING," Article 12.500 "USE RESTRICTIONS AND ZONING REGULATIONS, by adding a new Section: "CLASS II – RESIDENTIAL 'TH' Townhome District" zoning classification with the following amendments:

B. ZONING STANDARDS

(7) Rear yard setback: Twenty (20) foot minimum. If more than one story or adjacent to Single Family District forty (40) foot minimum.

(12) Minimum masonry coverage: Seventy-five percent (75%) of the total exterior walls above grade level excluding doors and windows.

Seconded by Councilmember Runnebaum

***Councilmember Hogue made a motion to amend Ordinance 747-17 with the following:

B. ZONING STANDARDS

(6) Front yard setback: Twenty (20) feet unless sidewalk is adjacent to property line. If sidewalk is adjacent to property line, then twenty (25) feet to prevent bumper overhang.

Seconded by Councilmember Martin

***Councilmember Galle made a motion to amend Ordinance 747-17 with the following:

B. ZONING STANDARDS

(12) Minimum masonry coverage: Eighty-five percent (85%) masonry of the total exterior walls above grade level excluding doors and windows. Masonry for the 'TH' District is defined as brick or stone.

Seconded by Councilmember Martin

Aye votes: Councilmembers Hogue, Martin, Runnebaum, Gholson, Galle
Motion passed with a vote of 5-0

14. Discussion/Action: To consider a Site Plan for “Crown Pointe Dental Clinic, Lot 5, Block B, Crown Pointe Addition located at 221 Shops Blvd. (Betty Chew)

A. Opened Public Hearing at 8:44

***Chuck Starke with Barron Stark & Swift gave his presentation.
***Dave Henson, 801 Sam Bass Ct., addressed council regarding the site plan.
***Fred McCully, 433 Crown Rd., addressed council regarding the site plan.

B. Closed Public Hearing at 8:51

***Councilmember Runnebaum made a motion to approve a Site Plan for “Crown Pointe Dental Clinic, Lot 5, Block B, Crown Pointe Addition located at 221 Shops Blvd.

Seconded by Councilmember Gholson

Aye votes: Councilmembers Hogue, Martin, Runnebaum, Gholson, Galle
Motion passed with a vote of 5-0

15. Discussion/Action: To consider Ordinance No. 748-17 providing authorization to amend Chapter 9 “Subdivisions” by adding a new Article 9.1500 “Administrative Approval” delegating to a City Officer the ability to approve certain minor plats. (Betty Chew)

A. Opened Public Hearing at 8:54

B. Closed Public Hearing at 8:54

***Councilmember Runnebaum made a motion to approve Ordinance No. 748-17 providing authorization to amend Chapter 9 “Subdivisions” by adding a new Article 9.1500 “Administrative Approval” delegating to a City Officer the ability to approve certain minor plats with amendments.

Seconded by Councilmember Martin

Aye votes: Councilmembers Hogue, Martin, Runnebaum, Gholson

Nay votes: Councilmember Galle

Motion passed with a vote of 4-1

16. Discuss/Action: To consider authorizing the execution and receipt of certain special warranty deeds by and from the City with WPD Trinity, LLC. for the exchange, sale or transfer of certain tracts of land related to the operation of municipal utilities. (Mayor Neverdousky)

***Councilmember Martin made a motion to postpone this item following Executive Session.

Seconded by Councilmember Galle

Aye votes: Councilmembers Hogue, Martin, Runnebaum, Gholson, Galle

Motion passed with a vote of 5-0

***Councilmember Martin made a motion to take no action on Item #16 at this time.

Seconded by Councilmember Gholson

Aye votes: Councilmembers Hogue, Martin, Runnebaum, Gholson, Galle

Motion passed with a vote of 5-0

Section IV- Council Requested Items

17. Discuss/Action: To approve Ordinance No. 749-17 changing the appointment and supervision of the City Attorney. (Councilmember Gholson)

***Councilmember Galle made a motion to approve the Ordinance No. 749-17 changing the appointment and supervision of the City Attorney.

Seconded by Councilmember Martin

Aye votes: Councilmembers Hogue, Runnebaum, Gholson

Abstain votes: Councilmembers Martin, Galle

Motion passed with a vote of 3-2

Section V - Informational

18. Mayor & Council Member Announcements

***Councilmember Hogue will not be available for the Regular Council meeting on May 9, 2017 due to giving an out of town conference presentation.

19. City Administrator's Report

***City Administrator Scott Wall read an open letter of commendation for Police Chief Carrie West.

***City Administrator Scott Wall delivered his CIP report to council.

Section VII – Executive Session

The City Council reserves the right to adjourn into executive session at any time during the course of the this meeting to discuss an matters listed on the agenda, as authorized by the Texas Government Code, including, but not limited to, Sections 55.1071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), 418.175-183 (Deliberations about Homeland Security Issues), and as authorized by the Texas Tax Code, including, but not limited, Section 321.3022 (Sales Tax Information). The City Council may take action on any agenda item listed for executive session consideration upon reconvening in open session.

***Mayor Neverdousky recessed to executive session at 9:24 p.m.

***Mayor Neverdousky reconvened the meeting session at 9:56 p.m.

20. Executive Session

- A. Consultation with Attorney, pending Litigation
- Weatherford vs. Willow Park

Section VIII – Adjournment

21. Adjournment

***Councilmember Martin made a motion to adjourn.

Seconded by Councilmember Gholson

Aye votes: Councilmembers Hogue, Martin, Runnebaum, Gholson, Galle

Motion passed with a vote of 5-0

Mayor Neverdousky adjourned the meeting at 9:57 p.m.

APPROVED

Richard Neverdousky, Mayor
City of Willow Park, Texas

ATTEST:

Candice Scott, Interim City Secretary
City of Willow Park, Texas

Minutes Prepared By:

Kandice Garrett



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: 4/11/17	Department: Development Services	Presented By: Betty Chew
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AGENDA ITEM:

To consider a Special Use Permit request for Lot 7, Block 2, El Chico South Addition, City of Willow Park, Parker County Texas, to operate a snow cone business, "Sugar Shack" in the Commercial/I-20 Overlay District, at 104 S. Ranch House Road.

BACKGROUND:

The applicant, Bailey Lankford is requesting a Special Use Permit to locate a mobile camper trailer, on the parking lot at Lazy J Ranch Wear, to operate a snow cone business. Ms. Lankford proposes to park the trailer on 2 parking spaces adjacent to the east side of the building. There are 57 parking spaces on the site and the snow cone trailer will occupy 2 parking spaces. The retail and snow cone businesses require 44 parking spaces. There will be 55 parking spaces available. Attached is the applicant's request which includes hours of operation and signage (a menu board), a site plan, photo of the mobile unit, and written authorization from the owner to use the property.

Property owners were notified by mail and Notice of Public Hearing has been published and posted.

STAFF/BOARD/COMMISSION RECOMMENDATION:

If the Planning & Zoning Commission and City Council approve the Special Use Permit, Staff would recommend it be granted for a period of one year, to see that it is compatible with the existing permitted businesses located in the area and to see there are no parking or traffic flow problems created by the temporary business. It would then be at Commission and Council discretion on the time frame for extension of the permit.

The Planning and Zoning Commission recommends approval of the Special Use Permit to operate a snow cone business at 104 S. Ranch House Road for a period of one (1) year.
The Commission vote was 5 – 0.

EXHIBITS:

SUP Application, Business Plan, Trailer Photos, Map, Property Owner Consent

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	N/A
	Source of Funding	N/A

Specific Use Permit Application

Name of applicant/agent: <u>Bailey Lankford / Sugar Shack Shaved Ice</u>		
Street address of applicant/agent: <u>1329 Steeple Chase Ln.</u>		
City/State/Zip Code of applicant/agent: <u>Aledo, Tx. 76008</u>		
Email: <u>sugarsackshavedice@yahoo.com</u>		Telephone # of applicant/agent: <u>817 613 7338</u>
DESCRIPTION OF REQUEST		
Current Zoning Classification: <u>C/I-20 OVERLAY DIST.</u>	Street address of property: <u>104 S. Ranch House Rd.</u>	Proposed Use of property: <u>Snowcone trailer</u>
Describe the nature of the proposed activity and any particular characteristics related to the use of the property: <u>selling snow cones</u>		
PROPERTY OWNER INFORMATION		
Name of property owner: <u>Brad & Cresha Humphries</u>		
Street address of property owner: <u>104 S. Ranch House Rd.</u>		Reason for Special Use Permit: <u>Snowcone trailer</u>
City / State / Zip Code of property owner: <u>Willow Park, Tx. 76008</u>		Telephone number of Property Owner: <u>817 688 0969</u>
Survey or Map attached (if applicable)		Note: A map or plot plan of the property and drawings of the proposed construction must be submitted with this application. The applicants or their representatives must be present at their scheduled public hearing.
I hereby certify that I am, or that I represent the legal owner of the property described above and do hereby submit this request for a Special Use Permit to the Planning and Zoning Commission for consideration.		
Signature <u>Bailey Lankford</u>		Date <u>3/8/17</u>
FOR OFFICE USE ONLY		
Date of Planning & Zoning Public Hearing: <u>MARCH 28, 2017</u>	Taxes, Liens and Assessments Paid?	Case Number
Special Use Permit Approved:	Date of City Council Meeting: <u>APRIL 11, 2017</u>	Fees: \$ <u>150.00</u> <u>PL</u> This application will not be

Bernie Parker

From: Bailey Lankford <baileyblankford@yahoo.com>
Sent: Tuesday, February 28, 2017 6:08 PM
To: Bernie Parker
Subject: Sugar Shack

My snowcone business is called Sugar Shack. It is in a mobile camper trailer. Everything I need to operate is inside the trailer. The only things that will be outside the trailer are a chalkboard menu, trash can and an umbrella. If needed I might see about adding a couple picnic tables with umbrellas over those.

I use two outlets for electricity to run my trailer. I will use Lazy J's electricity.

Hours are not set in stone yet but will be somewhere along these lines,

M 11-9

T 11-9

W 11-9

Th 11-9

Fri 11-10

Sat 11-10

Sun 12-9

Attached is a map of Lazy J and where Sugar Shack will be parked.

Let me know if you need any other information.

Thank you!

-Bailey Lankford



Bernie Parker

From: Bailey Lankford <baileyblankford@yahoo.com>
Sent: Monday, March 13, 2017 6:47 PM
To: Bernie Parker
Subject: Trailer Pictures

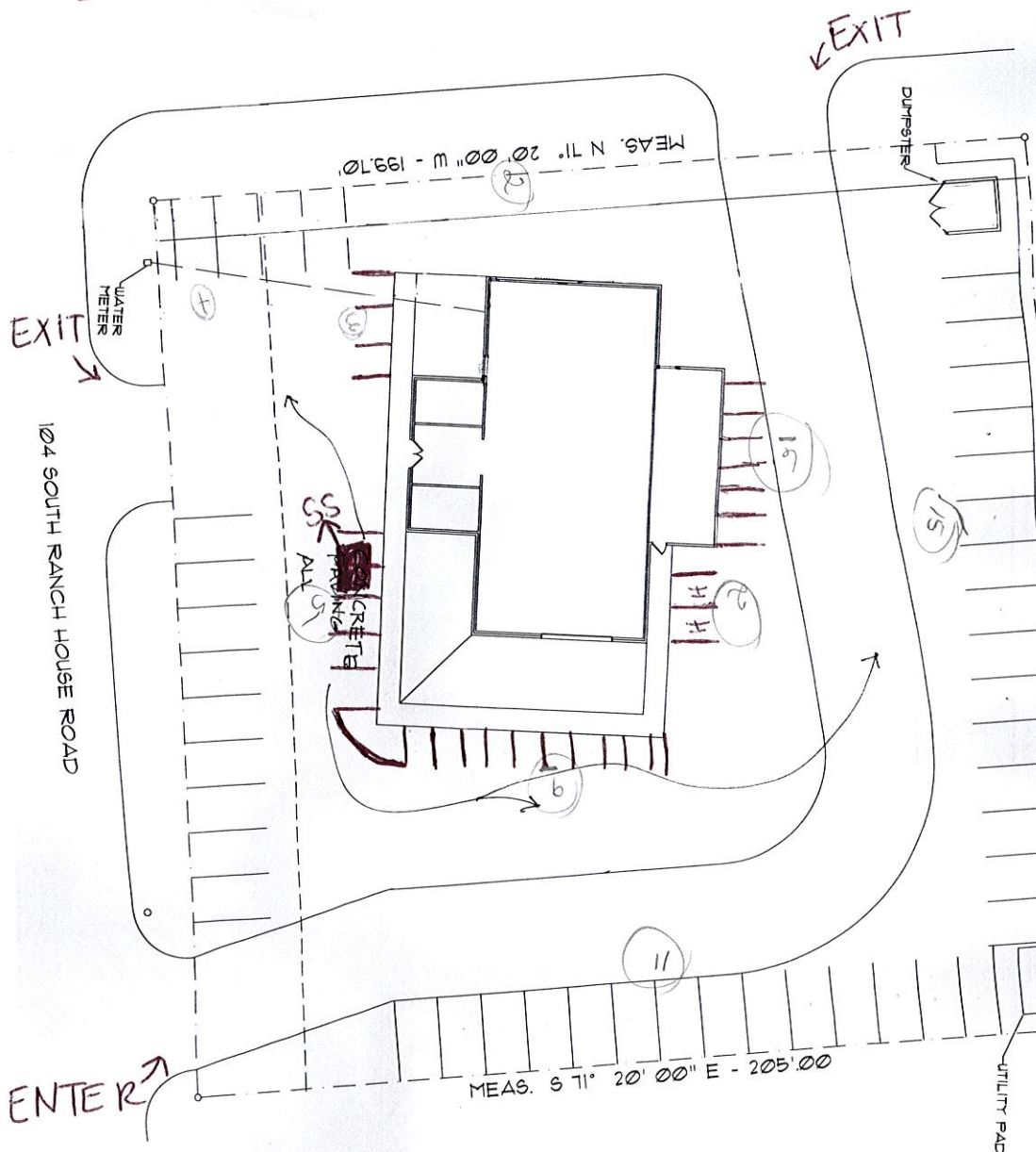


Included a picture that shows my menu board.
Thanks.

Trailer: 10' tall
12' long
5' wide

Menu: 4'x6'

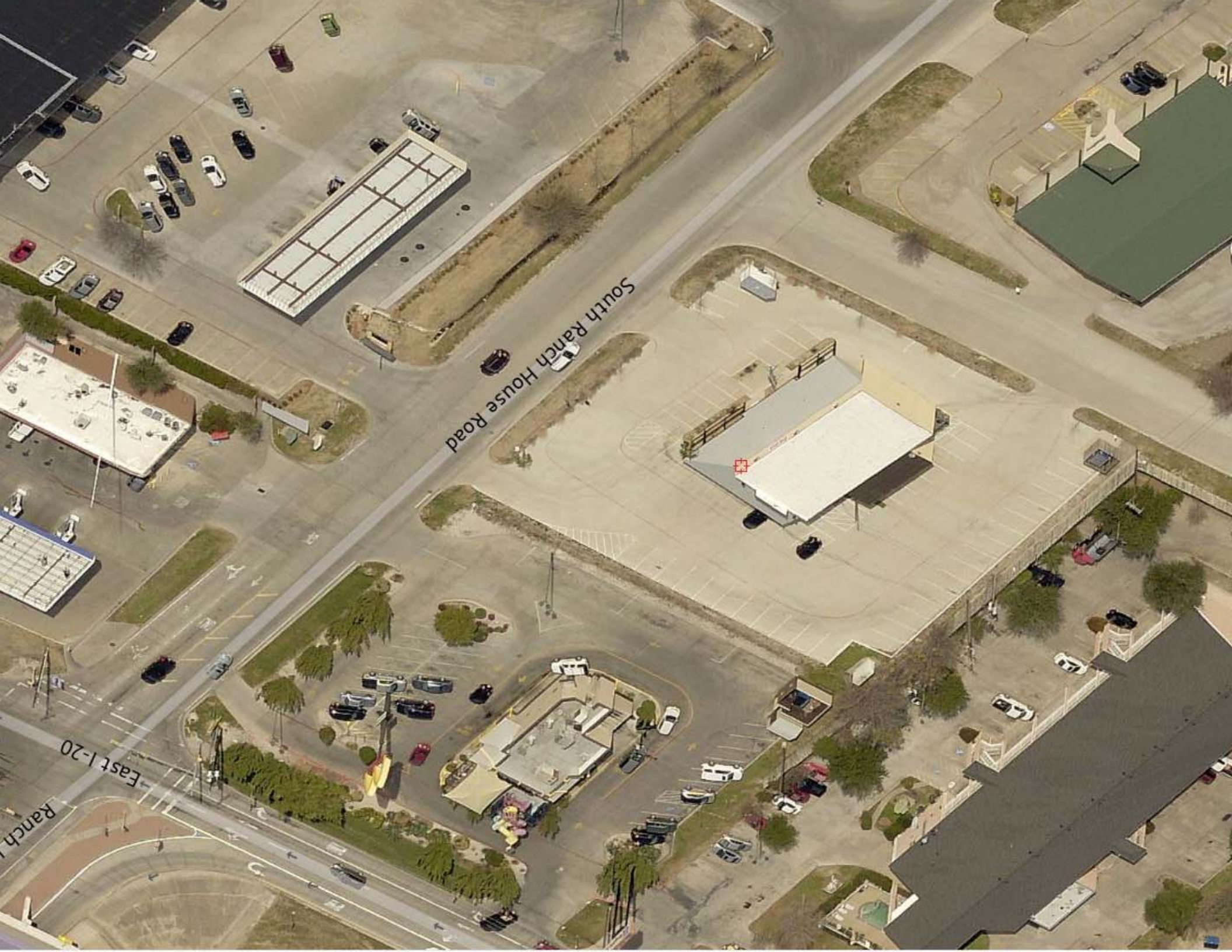
Site Plan
SCALE 1"=20'



3/09/17

To Whom it may concern, I
Cresha Humphries give Bailey
Lankford permission to park
Sugar Shack Shaved Ice Trailer
in my parking lot with no
limitations on time frame
and/or season.

x Cresha Humphries



South Ranch House Road

East I-20

Ranch I



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: 4/11/17	Department: Developmental Services	Presented By: Betty Chew
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AGENDA ITEM:

To consider a Preliminary Plat of Lot 1, Block 1, Lots 1-4, Block 2 & Lot 1, Block 3, Phase 1 & 2, I-20 Corridor Addition to the City of Willow Park, Parker County, Texas. Being an 18.747 Acres Subdivision out of The McKinney & Williams Survey Abstract No. 954 & The Wesley Franklin Survey, Abstract No. 468 Parker County, Texas. The property is located in the 4200 Block of I-20 Service Rd N. (Betty Chew)

BACKGROUND:

This is a preliminary plat for a proposed 18.747 acre subdivision. The owner proposes developing the subdivision in phases. Phase I of the subdivision consists of six commercial lots approximately 1 acre in size adjacent to the I-20 Service Road on the west side of Willow Park. Lot 1 Blk 4 (11.126 acres) is proposed future commercial development. The property is zoned LR/I-20 Overlay "Light Retail / I-20 Overlay District." The lots in Phase I are proposed future retail business lots.

Access to the lots will be segregated from the west bound I-20 Service Road and served by dedicated right-of-ways. Interstate Parkway (50' ROW) will run parallel to and be separated from the I-20 Service Road. Business Blvd. and Corridor Ct. will extend off Interstate Parkway and to Phase II of the subdivision. No portion of Crown Lane is planned for public dedication with this phase of the subdivision. Future right-of-way dedication of Crown Lane will be with Phase II of the subdivision. All intersection /driveway spacing meets TXDOT requirements.

The subdivision will be served by the City of Willow Park utility system. There is a twelve (12") water main located on the northeast corner of Crown Lane and I-20 Service Road. This water main will be extended to service the subdivision. Fire hydrants will be installed in the subdivision in compliance with I.S.O. regulations for commercial development. Sanitary sewer service will be provided by extension of an existing eight (8") sewer main east of the subdivision. Utility extension will be in accordance with the City of Willow Park Utility Extension Policy.

Storm water in the subdivision flows north and west. There are no existing culverts or channels on the property. An existing TXDOT culvert which passes under IH-20 east of subdivision. Improvement plans will show the extension of the culvert. This extension will be designed and approved in accordance with TXDOT guidelines. A detailed storm water drainage plan will be submitted and approved by the City Engineer with the final plat of Phase I of the subdivision. The drainage plan will determine impact on offsite properties as well as capacities of existing and proposed drainage structure.

A settlement has been executed between the City of Willow Park and the property owner regarding removal of the trees on the property.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends approval of Preliminary Plat I-20 Corridor Subdivision.

The Planning and Zoning Commission recommends approval of the Preliminary Plat of I-20 Corridor Subdivision.

The Commission vote was 5 – 0

EXHIBITS:

Preliminary Plat (copy available at City Hall or distributed at meeting)

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	N/A
	Source of Funding	N/A



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: 4/11/17	Department: Developmental Services	Presented By: Betty Chew
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AGENDA ITEM:

Consider to amend the Zoning Ordinance to add the “Garage Openings Facing Frontal Streets” regulations adopted by ORDINANCE No. 364-94, Code of Ordinances, City of Willow Park, Texas August 16, 1994. (Accessory Building or Use).

BACKGROUND:

The requirement for side entry garages in the residential zoning districts as well as the requirement for accessory buildings with garage type openings to have a screening fence of not less than 6 feet in height is in the Code of Ordinances, not the Zoning Ordinance. All building setback, location, accessory building, and fencing requirements are commonly included in the Zoning Ordinance where property owners, builders, and staff look when preparing and reviewing building and site plans. There have been numerous times over the years where homes have been built and occupied before anyone discovered these requirements. Staff would also recommend consideration, in the R-1 “Single Family District” permitting garage openings at a 45 degree angle to the frontal street. This would allow for ease of access, preservation of trees, less concrete and give property owners flexibility in placement of their residence.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends the Zoning Ordinance be amended to include the “Garage Opening” and “Fencing Requirements for Accessory Buildings” be incorporated in the R-1, R-1/S, R-2, and R-4 sections of the Zoning Ordinance.

The Planning and Zoning Commission recommends an amendment to the Zoning Ordinance for R-1, R-1/S, R-2, and R-4 Accessory Building or Use setbacks.

Accessory Building or Use Setback: Accessory Buildings shall be located no closer to the front property line than the main use building and be located a minimum of 10 feet from all side and rear property lines.
Vote: 5-0

An ordinance is included to implement this Zoning Ordinance amendment.

EXHIBITS:

Ordinance 745-17

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	N/A
	Source of Funding	N/A

CITY OF WILLOW PARK

ORDINANCE 745-17

AN ORDINANCE PROVIDING FOR AN AMENDMENT TO CHAPTER 12 "ZONING REGULATIONS," ARTICLES 12.504-12.508, VARIOUS "ZONING STANDARDS" OR "USE REGULATIONS" ARE AMENDED RELATING TO ACCESSORY BUILDINGS; PROVIDING FOR PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City of Willow Park is a municipal corporation organized under the laws of the State of Texas; and

WHEREAS, it is intent of the City of Willow Park to protect the health, safety and welfare and well-being of its citizens; and

WHEREAS, the City is pursuant to §211.002 delegated the authority to adopt, amend or repeal zoning regulations that provide for the health, safety and general welfare of the City; and

WHEREAS, the zoning regulations generally §211.003 Tex. Local Govt. Code may regulate the height, number of stories, size of buildings and other structures including maximum height, minimum lot area, dwelling units per acre, gross living area, yard setback, screening and use of structures; and

WHEREAS, the Planning and Zoning Commission of the City of Willow Park conducted a public hearing consistent with §211.006(a), TEX. LOCAL GOVT. CODE providing for the amendment of zoning regulations including notices required by law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS:

SECTION 1. AUTHORITY

The Mayor, or appropriate City Official or Mayor's designee is hereby authorized and directed to implement the applicable provisions of this Ordinance.

SECTION 2. AMENDMENT

The following sections of Chapter 12, "Zoning Regulations," Articles 12.504-12.508 various "Zoning Standards" or "Use Regulations" of these sections Zoning Regulations" are amended, as follows:

A. "12.504 Class II - Residential 'R-1' Single Family District...

B. Zoning Standards...

Accessory Building or use setback: shall be located no closer to the front property line than the primary use structure and have a minimum of ten (10) foot set back from all side and rear property lines.

B. "12.505 Class II - Residential: 'R-1/S' Single Family Residential Sewer...

B. Zoning Standards...

Accessory Building or use setback: shall be located no closer to the front property line than the primary use structure and have a minimum of ten (10) foot set back from all side and rear property lines.

C. "12.506 Class II - Residential: 'R-2' Single Family/Duplex District...

B. Zoning Standards...

Accessory Building or use setback: shall be located no closer to the front property line than the primary use structure and have a minimum of ten (10) foot set back from all side and rear property lines.

D. "12.508 Class II - Residential: 'R-4' Manufactured Housing District...

B. Zoning Standards...

Accessory Building or use setback: shall be located no closer to the front property line than the primary use structure and have a minimum of ten (10) foot set back from all side and rear property lines.

SECTION 3. SEVERANCE

If for any reason any section, paragraph, subdivision, clause, phrase or provision of this Ordinance shall be held invalid, it shall not affect any valid provisions of this or any other Ordinance of the City of Willow Park to which these rules and regulations relate.

SECTION 4. RECITALS

The City Council hereby finds and declares all precatory language herein to be true and correct and approves and adopts the same herein as part of this Ordinance.

SECTION 5. PUBLICATION

The City Secretary of the City of Willow Park is hereby directed to publish in the official newspaper of the City of Willow Park the caption hereof and the effective date of this ordinance as required by Section 52.011 of the LOCAL GOVERNMENT CODE.

SECTION 6. EFFECTIVE DATE

This Ordinance shall take effect from and after the date of its adoption.

PASSED AND ADOPTED this 11th day of April, 2017.

ATTEST:

THE CITY OF WILLOW PARK, TEXAS

Candice Scott, Interim City Secretary

Richard Neverdousky, Mayor

The Willow Park City Council in acting on Ordinance No. 745-17, did on the 11th day of April, 2017 vote as follows:

	<u>FOR</u>	<u>AGAINST</u>	<u>ABSTAIN</u>
Richard Neverdousky, Mayor	_____	_____	_____
Norman Hogue, Place 1	_____	_____	_____
Gene Martin, Place 2	_____	_____	_____
Greg Runnebaum, Place 3	_____	_____	_____
John Gholson, Place 4	_____	_____	_____
Marcy Galle, Place 5	_____	_____	_____



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: 4/11/17	Department: Developmental Services	Presented By: Betty Chew
---------------------------------	--	------------------------------------

AGENDA ITEM:

Consider to amend the Zoning Ordinance to add the “Garage Openings Facing Frontal Streets” regulations adopted by ORDINANCE No. 364-94, Code of Ordinances, City of Willow Park, Texas August 16, 1994.

BACKGROUND:

The requirement for side entry garages in the residential zoning districts as well as the requirement for accessory buildings with garage type openings to have a screening fence of not less than 6 feet in height is in the Code of Ordinances, not the Zoning Ordinance. All building setback, location, accessory building, and fencing requirements are commonly included in the Zoning Ordinance where property owners, builders, and staff look when preparing and reviewing building and site plans. There have been numerous times over the years where homes have been built and occupied before anyone discovered these requirements. Staff would also recommend consideration, in the R-1 “Single Family District” permitting garage openings at a 45 degree angle to the frontal street. This would allow for ease of access, preservation of trees, less concrete and give property owners flexibility in placement of their residence.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends the Zoning Ordinance be amended to include the “Garage Opening” and “Fencing Requirements for Accessory Buildings” be incorporated in the R-1 and R-1/S sections of the Zoning Ordinance.

The Planning and Zoning Commission recommends an amendment to the Zoning Ordinance for R-1, R-1/S, R-2 (Single Family.)

Required parking: Two (2) car attached garage. Garage type opening shall not be less than 45 degrees to the frontal street. Vote: 5 – 0

An ordinance is included to implement this Zoning Ordinance amendment.

EXHIBITS:

Ordinance 746-17

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	N/A
	Source of Funding	N/A

CITY OF WILLOW PARK

ORDINANCE 746-17

AN ORDINANCE PROVIDING FOR AN AMENDMENT TO CHAPTER 12 “ZONING REGULATIONS,” ARTICLES 12.504 – 12.506, VARIOUS “ZONING STANDARDS” OR “USE REGULATIONS” ARE AMENDED RELATING TO ATTACHED GARAGES – REQUIRED PARKING; PROVIDING FOR PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City of Willow Park is a municipal corporation organized under the laws of the State of Texas; and

WHEREAS, it is intent of the City of Willow Park to protect the health, safety and welfare and well-being of its citizens; and

WHEREAS, the City is pursuant to §211.002 delegated the authority to adopt, amend or repeal zoning regulations that provide for the health, safety and general welfare of the City; and

WHEREAS, the zoning regulations generally §211.003 Tex. Local Govt. Code may regulate the height, number of stories, size of buildings and other structures including maximum height, minimum lot area, dwelling units per acre, gross living area, yard setback, screening and use of structures; and

WHEREAS, the Planning and Zoning Commission of the City of Willow Park conducted a public hearing consistent with §211.006(a), TEX. LOCAL GOVT. CODE providing for the amendment of zoning regulations including notices required by law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS:

SECTION 1. AUTHORITY

The Mayor, or appropriate City Official or Mayor's designee is hereby authorized and directed to implement the applicable provisions of this Ordinance.

SECTION 2. AMENDMENT

The following sections of Chapter 12, "Zoning Regulations," Articles 12.504-12.506 various "Zoning Standards" or "Use Regulations" of these sections Zoning Regulations" are amended, as follows:

A. 12.504 Class II—Residential ‘R-1’ Single Family District...

B. Zoning Standards...

Required parking: Two (2) car attached garage. Garage type openings shall not be less than 45 degrees to the frontal street.

B. 12.505 Class II - Residential: 'R-1/S' Single Family Residential Sewer...

B. Zoning Standards...

Required parking: Two (2) car attached garage. Garage type openings shall not be less than 45 degrees to the frontal street.

C. 12.506 Class II - Residential: 'R-2' Single Family/Duplex District for (Single Family Dwelling)...

B. Zoning Standards...

Required parking: Two (2) car attached garage. Garage type openings shall not be less than 45 degrees to the frontal street.

SECTION 3. SEVERANCE

If for any reason any section, paragraph, subdivision, clause, phrase or provision of this Ordinance shall be held invalid, it shall not affect any valid provisions of this or any other Ordinance of the City of Willow Park to which these rules and regulations relate.

SECTION 4. RECITALS

The City Council hereby finds and declares all precatory language herein to be true and correct and approves and adopts the same herein as part of this Ordinance.

SECTION 5. PUBLICATION

The City Secretary of the City of Willow Park is hereby directed to publish in the official newspaper of the City of Willow Park the caption hereof and the effective date of this ordinance as required by Section 52.011 of the LOCAL GOVERNMENT CODE.

SECTION 6. EFFECTIVE DATE

This Ordinance shall take effect from and after the date of its adoption.

PASSED AND ADOPTED this 11th day of April, 2017.

ATTEST:

THE CITY OF WILLOW PARK, TEXAS

Candice Scott, Interim City Secretary

Richard Neverdousky, Mayor

The Willow Park City Council in acting on Ordinance No. 746-17, did on the 11th day of April, 2017 vote as follows:

	<u>FOR</u>	<u>AGAINST</u>	<u>ABSTAIN</u>
Richard Neverdousky, Mayor	_____	_____	_____
Norman Hogue, Place 1	_____	_____	_____
Gene Martin, Place 2	_____	_____	_____
Greg Runnebaum, Place 3	_____	_____	_____
John Gholson, Place 4	_____	_____	_____
Marcy Galle, Place 5	_____	_____	_____



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: 4/11/17	Department: Public Works	Presented By: Derek Turner, P.E.
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AGENDA ITEM:

Presentation: Capital Improvement Plan update by Jacob/Martin.

BACKGROUND:

The Council authorized the contract with Jacob/Martin to prepare a Capital Improvement Plan. The projected work schedule provides for a presentation by Jacob/Martin to the City Council.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Receive the presentation and give input on the draft report.

EXHIBITS:

Draft CIP from Jacob/Martin.

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	\$20,000
	Source of Funding	Water and wastewater fund.

CAPITAL IMPROVEMENT PLAN
2017-2050
WATER AND WASTEWATER
FOR
CITY OF WILLOW PARK, TEXAS
DRAFT

March 31, 2017

CITY COUNCIL

Richard Neverdousky Mayor
Gene Martin Mayor Pro-Tem

Norman Hogue
Greg Rennebaum
John Gholson
Marcy Galle

Scott Wall City Administrator

Prepared By:



Firm #2448
Project #: 16768



325.695.1070
817.594.9880



info@jacobmartin.com
www.jacobmartin.com



3465 Curry Lane
Abilene, TX 76906

1508 Santa Fe, Suite 203
Weatherford, TX 76086

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CITY OF WILLOW PARK CAPITAL IMPROVEMENT PLAN

APRIL 2017

I. GENERAL

A. Introduction

The City of Willow Park is located in an area of rapid growth, along the Interstate 20 corridor, approximately 20 miles west of the City of Ft. Worth. The City had a water and sewer Capital Improvement Plan commissioned in November of 2012 and has authorized JACOB & MARTIN, LLC to update the elements of that plan to be consistent with current growth patterns and needs of the City.

The outlook for the City of Willow Park is for sustained growth over the next 30 to 35 years. It is therefore imperative for the City to maintain a workable plan to prepare for and accommodate that growth with the least detrimental impact to the public.

B. Purpose

The purpose of the Plan is to evaluate the City's existing water and wastewater facilities and provide a plan which will allow the City to conduct orderly improvement of the water and wastewater systems to meet demands through the year 2050.

C. Scope of Work

As approved by the City Council in January, 2017, scope of services includes updating the 2012 CIP which included the following sections:

- Population & Land Use Assumptions
- Water & Wastewater Design Criteria
- Water Use Projections
- Water Supply
- Water System Infrastructure
- Recommended Water System Improvements
- Costs of Water System Improvements
- Wastewater Flows
- Wastewater System Infrastructure
- Recommended Wastewater System Improvements
- Costs of Wastewater System Improvements

D. Description of Plan Area

The plan area includes the City Limits and Extraterritorial Jurisdiction (ETJ) of the City of Willow Park. The plan area is depicted in Figure I.1.

E. Water Plan Approach

The approach to the development of the water plan involves the following steps:

1. Develop water use projections and estimate per capita use (current & future)
2. Identify and evaluate current & potential water supply sources
3. Inventory and evaluate the current infrastructure
4. Develop strategies for addressing current shortfalls & meeting future demands
5. Develop costs and financing strategies for addressing the identified needs

F. Wastewater Plan Approach

1. Develop wastewater flow projections and estimate per capita contributions
2. Identify and evaluate current & potential treatment alternatives
3. Inventory and evaluate the current infrastructure
4. Develop strategies for addressing current shortfalls & meeting future needs
5. Develop costs and financing strategies for addressing the identified needs

II. DEVELOPMENT AND GROWTH

A. Population Projections

According to the 2000 and 2010 Census, the City's population was 2,849 and 3,779, respectively. This is a population increase of approximately 33% in ten years or a 3.3% increase per year.

Various sources including, the Census Bureau, the Texas Water Development Board, the City's Comprehensive Plan, and previous engineering studies for the City of Willow Park have been used to develop the historical and projected population growth for the City as illustrated in Table II.1. Based on this data, Willow Park is projected to increase in population by an average 5.5% per year through the year 2050 with the increase following a linear growth pattern. Ultimate population is based on available land and land use assumptions as discussed in Section II.B. Therefore, the total utility service projection is limited by the build-out potential of various types. The water system currently serves the majority of the population and the water service projections, therefore follow a similar linear growth pattern. The sewer system only serves a portion of the total population. It is expected that, ultimately, residences and businesses not

CITY OF WILLOW PARK

ETJ MAP

FIGURE I.1

APRIL 2017



3485 CURRY LANE
ABILENE, TX 79606
325-695-1070
1508 SANTA FE DR, STE 203
WEATHERFORD, TX 76086
817-524-9880
FIRM # F-2448



LEGEND



CITY LIMITS

ETJ BOUNDARY



WATER STORAGE TANKS



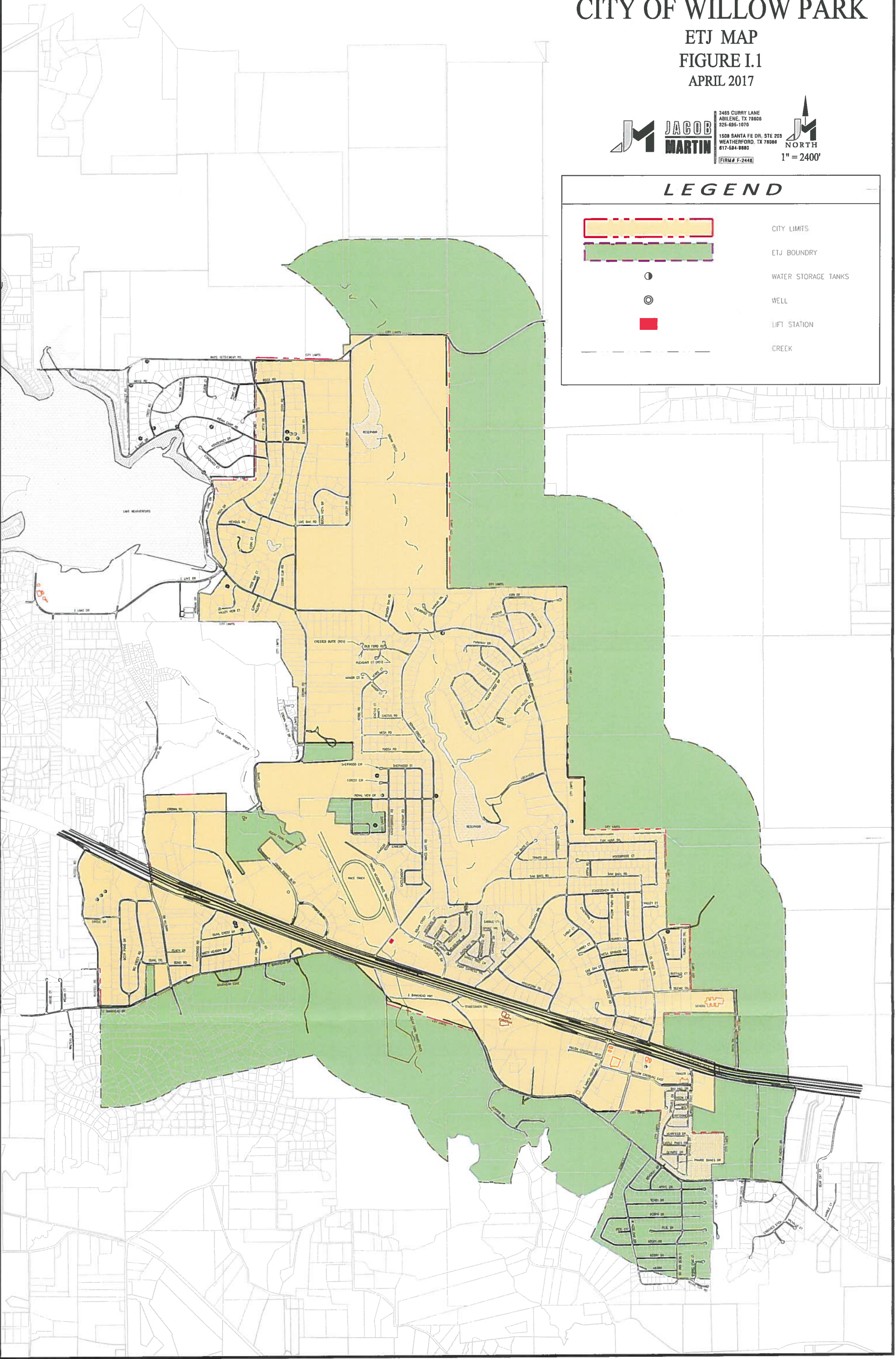
WELL



LIFT STATION



CREEK



currently receiving sewer service will be tied on throughout the planning period. However, due to financing and other constraints much of this change over would not be expected to occur until late in the planning period. Therefore, the sewer service projection is weighted to the end of the planning period. This is consistent with the City's plans for new wastewater treatment facilities which would cover a useful life of 20 years before additional improvements would be necessary. This limitation would also delay the addition of currently non-served residences and businesses.

**TABLE II.1
POPULATION PROJECTION**

Year	Estimated Population	Total Water Connections	Total Sewer Connections
2010	3,779	1640	480
2011	3,885	1678	504
2012	4,003	1734	555
2013	4,131	1774	615
2014	4,305	1848	675
2015	4,804	1889	720
2016	5,083	1900	897
2017	5,363	2013	1074
2018	5,528	2084	1251
2019	5,698	2157	1428
2020	5,874	2233	1605
2025	6,835	2654	2491
2030	7,954	3158	3377
2035	9,256	3756	4265
2040	10,771	4473	5068
2045	12,535	5330	5704
2050	14,587	6351	6351

B. Land Use

As previously mentioned, the City of Willow Park is located along the Interstate 20 (I-20) Corridor approximately ten miles east of Downtown Weatherford and twenty miles west of Downtown Fort Worth. The City is a small North Central Texas Community developed on mostly high and flat to steep rolling terrain in eastern Parker County. As development and growth occur within the City, the infrastructure needs to be expanded to serve existing and future residents and businesses in the service area.

A land use inventory or assessment identifies the current uses of the land throughout the planning area. An inventory of the City's land use is shown in Figure II.1 – Existing Land

Use Map and the acreages are tabulated below in Table II.2 from the City's 2014 Comprehensive Plan. The inventory is a critical set of data used to create a Future Land Use Plan. The Existing Land Use Map and acreage tabulations should be updated as new building permits are issued and property tax records are changed. This will allow the City to evaluate where it is in relation to its Future Land Use Plan.

TABLE II.2

EXISTING LAND USE						
	CITY LIMITS		ETJ		TOTAL	
Type of Land Use	Acres	Percent	Acres	Percent	Acres	Percent
Residential - Single Family	1,726	41.3%	388	12.0%	2,114	28.5%
Residential - Two-Family	1	0.0%	0	0.0%	1	0.0%
Residential - Multi-Family	1	0.0%	0	0.0%	1	0.0%
Residential - Mftd-Home	1	0.0%	126	3.9%	127	1.7%
Retail	33	0.8%	0	0.0%	33	0.4%
Office	16	0.4%	0	0.0%	16	0.2%
Commercial	199	4.8%	14	0.4%	213	2.9%
Industrial	0	0.0%	60	1.8%	60	0.8%
Public/Semi-Public	93	2.2%	19	0.6%	112	1.5%
Parks & Open Space	14	0.3%	19	0.6%	33	0.4%
Golf Course (Private)	250	6.0%	0	0.0%	250	3.4%
Right-of-Way	467	11.2%	117	3.6%	584	7.9%
Total Developed Land	2,801	67.0%	743	22.9%	3,544	47.7%
Agriculture & Vacant	1,377	33.0%	2,501	77.1%	3,878	52.3%
Total Land Area	4,178	100.0%	3,244	100.0%	7,422	100.0%

Based on a Comprehensive Plan that was adopted by the City in 2002, there was approximately 2,522 developed acres or 33% of the total 7,588 acres of land within the City Limits and ETJ. Based on the Comprehensive Plan that was adopted by the City in 2014, there was approximately 3,544 developed acres or 48% of the total 7,422 acres of land within the City Limits and ETJ, while the remaining acreage is vacant or used for some agricultural purpose. Between 2002 and 2014, the developed area for the City has increased by approximately 15%. Currently, the most predominant land use is residential which is approximately 2,243 acres or 63.3% of the total 3,544 developed acres. The future land use, according to the plan, is expected to be predominantly residential as well. Office, retail, commercial and industrial land uses cover approximately 322 acres or 9.1% of the developed land. Most of the existing office, retail, commercial and industrial land uses in the City are located along the frontage of Interstate 20. Most of the future office,

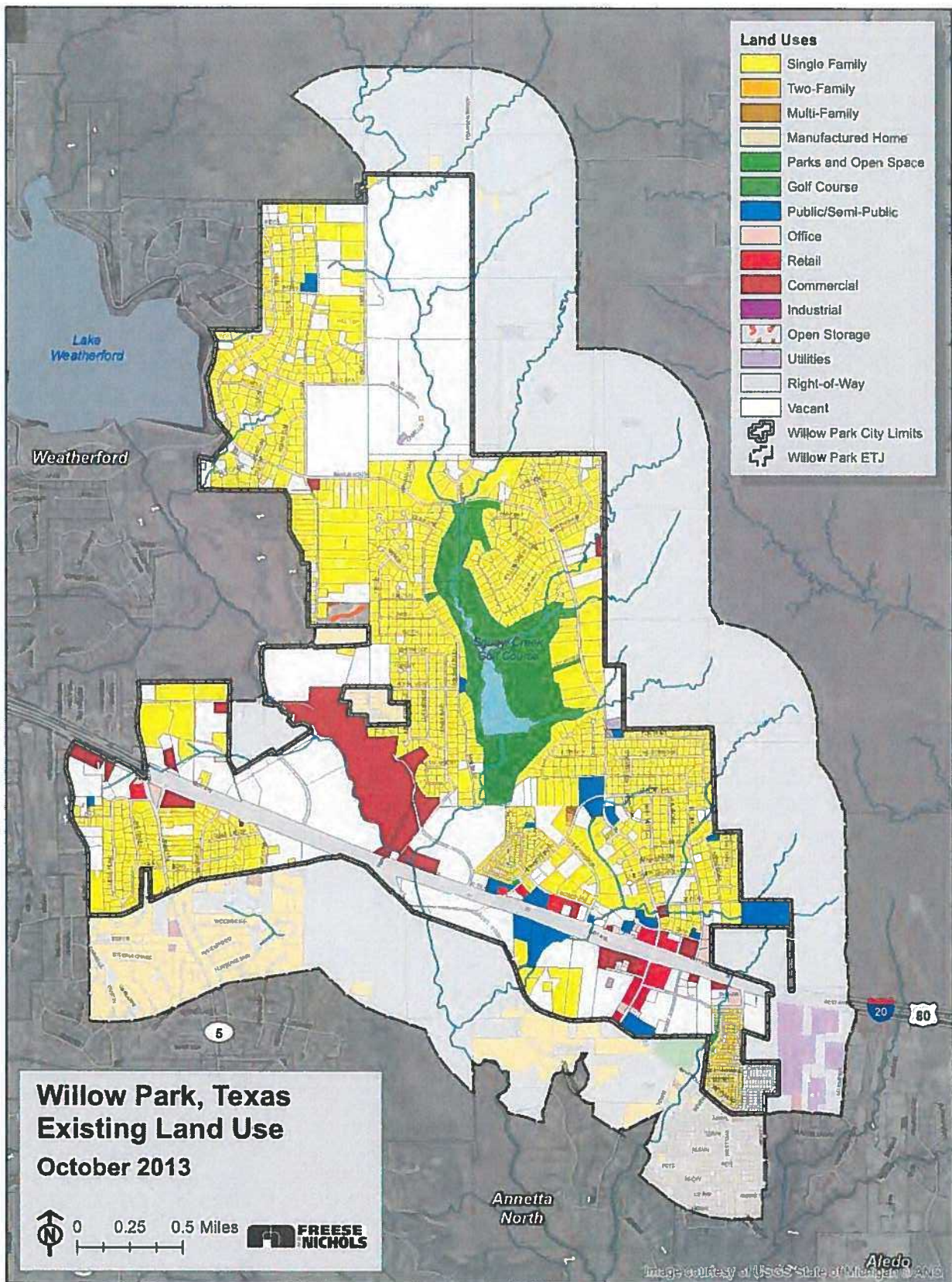


FIGURE II.1

retail, commercial and industrial land uses are expected to continue along the highway frontage with minor development for these land uses occurring away from the highway. Figure II.2 - Future Land Use Plan shows the expected development areas by land use types. Table II.3 below shows the expected acreage and percentage for each land use type from the City's 2014 Comprehensive Plan.

TABLE II.2

FUTURE LAND USE		
Type of Land Use	Acres	Percent
Residential	5,092	68.6%
Commercial	477	6.6%
Industrial	90	1.3%
Retail	135	1.9%
Parks & Open Space	591	8.2%
Golf Course	250	3.4%
Mixed Use	70	1.0%
Total Developed	6,705	89.8%
Right-of-Ways	736	10.2%
Total Planning Area	7,422	100.0%

Corrected from Comprehensive Plan

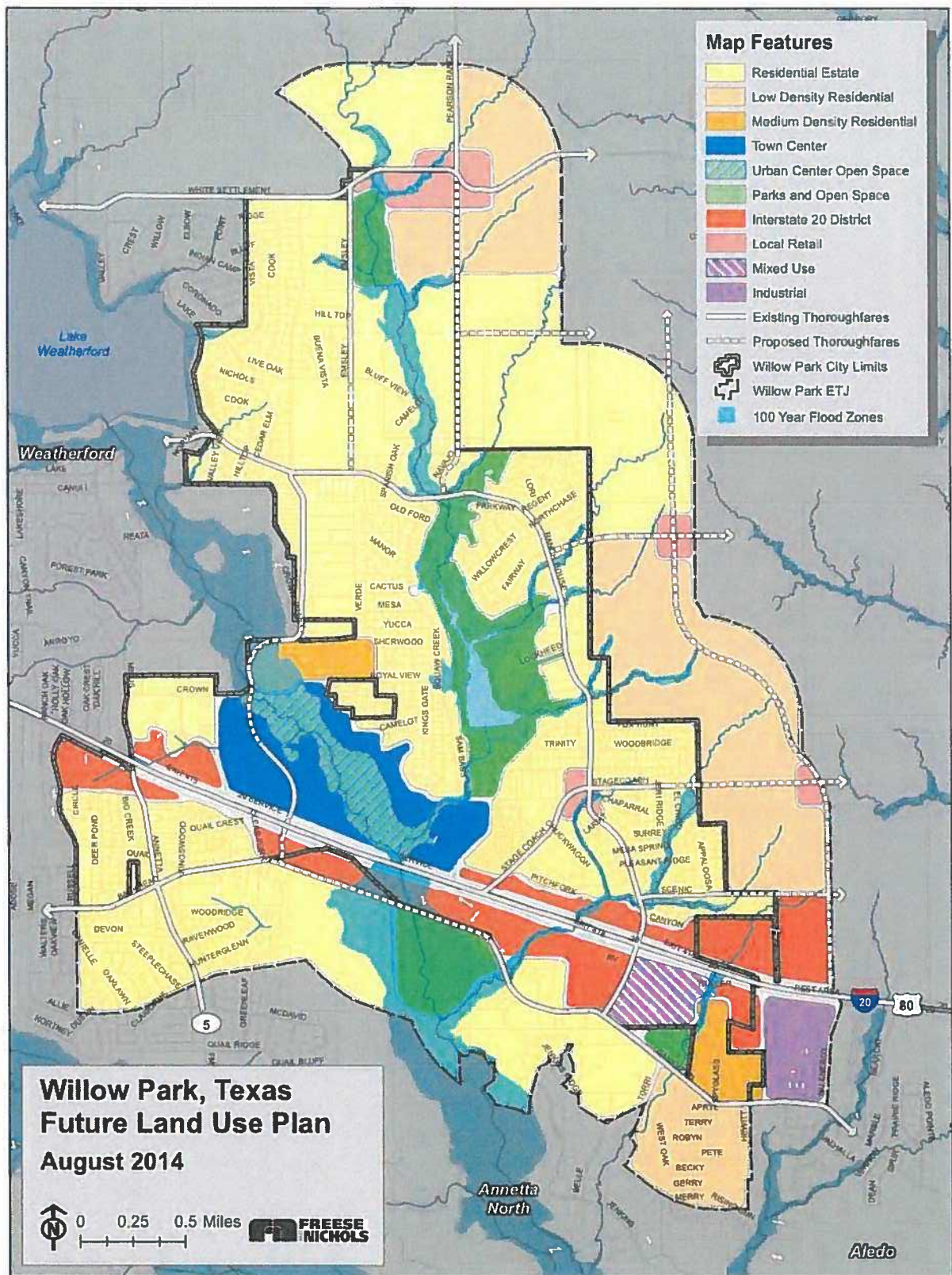
III. WATER SYSTEM

A. Regulations

The agency which oversees public water systems in the State of Texas is the Texas Commission on Environmental Quality (TCEQ). The TCEQ is tasked with insuring compliance with EPA and Texas regulations concerning the quality, capacity, and operation of water systems. The rules promulgated by the TCEQ for this purpose are found in 30 TAC Chapter 290. Subchapter D of the 290 rules pertains to the operational requirements and capacities for public water systems. The relevant sections of the rules for this discussion are 290.44(d) and 290.45(b)(1)(D)(iv). Section 290.44(d) states that "the system must be designed to maintain a minimum pressure of 35 psi at all points within the distribution network at flow rates of at least 1.5 gpm per minute per connection". This is the peak hourly demand requirement which must be met by public water systems. The TCEQ further requires, in Section 290.45(b)(1)(D)(i), that supplies of 0.6 gpm per connection be available (peak day requirement) for either well supplies or surface water sources.

Section 290.45(b)(1)(D)(iv) requires 100 gallons per connection of elevated storage or a pressure tank capacity of 20 gallons per connection. Section 290.45(b)(1)(D)(ii) requires a total storage capacity of 200 gallons per connection.

Future Land Use Map



Each section cited herein pertains to groundwater supplies. The requirements for surface water systems are the same, for systems serving more than 250 connections, and are found in Section 290.45(b)(2) of the TCEQ regulations. The TCEQ's regulations governing public water systems can be viewed online at www.tceq.texas.gov/rules/indxpdf.html.

B. Water Use

The City's historical and projected water use is illustrated in Table III.1.

**TABLE III.1
METER CONNECTIONS PROJECTION**

Year	Water conn	Yearly Flow (MG/Yr)	Avg. Daily Flow		Max Daily Flow		Peak Hour gpm/conn
			MGD	gpm/conn	MGD	gpm/conn	
2007	1,451	209.44	0.57	0.27	1.80	0.86	2.15
2008	1,524	236.16	0.65	0.29	1.99	0.91	2.27
2009	1,607	206.56	0.57	0.24	1.79	0.77	1.93
2010	1,640	213.56	0.59	0.25	1.34	0.57	1.42
2011	1,678	237.42	0.65	0.27	1.23	0.51	1.27
2012	1,734	221.65	0.61	0.24	1.04	0.42	1.04
2013	1,774	185.97	0.51	0.20	1.15	0.45	1.13
2014	1,848	222.99	0.61	0.23	1.00	0.37	0.93
2015	1,889	225.12	0.62	0.23	1.13	0.42	1.04
2016	1,900	229.42	0.63	0.25	0.92	0.34	0.84
2017	2013	264.51	0.72	0.25	1.74	0.60	1.50
2018	2084	273.84	0.75	0.25	1.80	0.60	1.50
2019	2157	283.43	0.78	0.25	1.86	0.60	1.50
2020	2233	293.42	0.80	0.25	1.93	0.60	1.50
2025	2654	348.74	0.96	0.25	2.29	0.60	1.50
2030	3158	414.96	1.14	0.25	2.73	0.60	1.50
2035	3756	493.54	1.35	0.25	3.25	0.60	1.50
2040	4473	587.75	1.61	0.25	3.86	0.60	1.50
2045	5330	700.36	1.92	0.25	4.61	0.60	1.50
2050	6351	834.52	2.29	0.25	5.49	0.60	1.50

Historically, the City's average day, peak day, and peak hourly flows have been somewhat less than the guidelines established by the TCEQ. The average day flow, expressed as gallons per minute per connection (gpm/conn) between 2007 and 2016 has been 0.25. Repairs and water conservation measures have led to a general decline in average daily water use for the system and this trend would be expected to continue. The

City's peak day use has been 0.56 gpm/conn and the peak hourly use has been 1.40 gpm per connection. The TCEQ requires planning and design for 0.6 gpm/conn peak day and 1.5 gpm/conn peak hourly flow as discussed in Section III.A. For planning purposes, the TCEQ criteria has been used to project peak day and hourly water uses through the year 2050.

C. Water Supply

The current water supply for the system is from twenty-four Paluxy and Trinity formation groundwater wells. Wells No. 7 and 9 are considered emergency sources, but the capacity from the wells are included in the City's overall supply determination. Plans are in progress to incorporate these wells into the daily supply system. The capacity of the City's existing wells is indicated in Table III.2.

It is estimated that the City of Willow Park's current well water supply will be insufficient by the end of year 2018. Water conservation and addressing water loss issues could prolong this supply, however, reduction in well capacity may offset any savings. The City's wells have been decreasing in capacity over the last several years due to reduction in aquifer levels and poorer water quality. Regardless, the water supply issue should be addressed immediately to avoid shortages in the future. With this in mind, the City has entered negotiations for an alternate water supply to address future needs. The proposed project will involve contracting with the City of Ft. Worth and piping treated surface water to the east side of the City along the IH20 frontage. The City is in the planning phase of this project. In the meantime, the City is preparing to drill additional wells to address short term demands. A number of potential locations have been identified based on groundwater data, property availability, and the distribution system layout. The City has begun a study to develop some of these locations as an interim water supply measure.

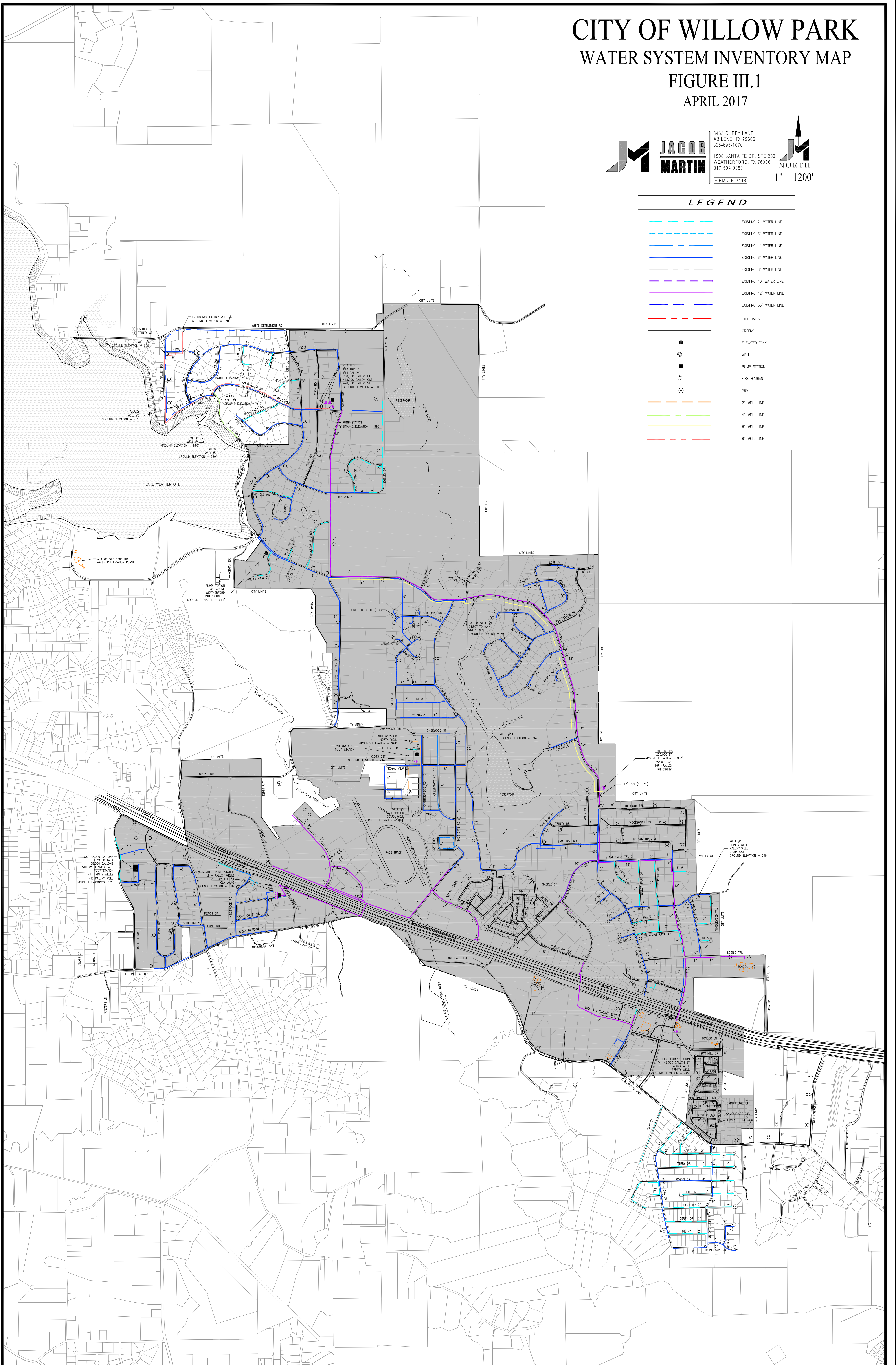
**TABLE III.2
WATER WELL INVENTORY**

Well #	Capacity (gpm)	Depth	Pump (HP)
1	68	182	7.5
2	80	148	7.5
3	48	166	7.5
4	45	177	7.5
5	70	158	7.5
6T	101	620	10
6P	66	160	7.5
7	100	135	7.5
9	100	208	15

10T	45	650	15
10P	35	270	7.5
11	32	215	7.5
El Chico T	60	650	15
El Chico P	38	221	5
14	27	290	7.5
15	80	650	30
16T	11	624	10
16P	20	269	3
WWN	51	250	5
WWS	22	255	3
WSO-T	62	650	15
WSO-P	38	235	5
WSS	35	256	3
WSN	13	256	1
Total GPM	1,247		
Total MGD	1.80		

D. Existing Water System

The City's existing water facilities are depicted in Figure III.1 – Water System Inventory Map. Approximately 51% of the well supply is conveyed directly to the City's Indian Camp pump station and elevated tank site on the north end of the system. The pump station at this site fills the adjacent elevated tank and provides supply flow to the rest of the system. The water is conveyed through the distribution system and the City's main 12-inch supply line to the Foxhunt elevated tank and pump station site. Additional groundwater is pumped into the system at this site. The Foxhunt elevated tank is on the same pressure plane as the Indian Camp tank (North Pressure Plane), but generally provides service to the southeast portion of the system. Well 10 and the El Chico well site located downstream of the Foxhunt elevated tank site, provide additional groundwater into this portion of the system as well. The Indian Camp elevated tank site provides direct service to the southwest portion of the City's system and supply flow to the Willow Oaks pressure plane (South Pressure Plane) on the far southwest corner of the service area. The Willow Wood wells and pump station located centrally in the City's system provides additional groundwater into the distribution system prior to the South Pressure Plane. The Willow Springs Oaks pump station and elevated tank site provides



direct service to the South Pressure Plane. The Willow Springs pump station and well site located on the east end of the South Pressure Plane provides additional groundwater into this portion of the system. Schematic layouts of the City's pumping and storage facilities are included in Appendix A.

The City's distribution system is comprised of approximately 53 miles of pipe ranging in size from 2-inch to 12-inch. An evaluation of the system has been made and locations of deteriorated and undersized pipe determined. Deteriorated pipe has led to significant water loss due to pipe breaks in the system as well as service outages. Undersized lines require higher feed pressures to maintain minimum service requirements. These higher pressures lead to even more breaks in vulnerable areas of the system. Additionally, adequate fire protection requires larger pipes to insure sufficient flow can be maintained during a fire. A 6-inch pipe is the smallest size that is acceptable for fire coverage and there are several locations within the City where neighborhoods are being served by 2-inch pipes. Additionally, adequate fire coverage requires fire hydrants spaced at 500 to 1,000 feet depending upon the area. Many areas in the City exceed even the 1,000 foot separation. The City has a project underway to address many of these areas. The City's system is looped, from north to south, in three locations. Additional north-south, as well as east-west, looping will be necessary to insure adequate flow throughout the system.

E. Storage and Pumping Requirements

According to TCEQ regulations, the following minimum requirements must be provided by a community-type water system that serves more than 250 connections. Minimum residual pressure of 20 psi and a minimum normal operating pressure of 35 psi with an instantaneous use in the system of 1.5 gpm per connection are required.

*TOTAL STORAGE CAPACITY	200 Gallons per Connection
-------------------------	----------------------------

PRESSURE MAINTENANCE FACILITIES:

A. Pressure Tank	20 Gallons per each Connection
----------------------	--------------------------------

B. Elevated Tank	100 Gallons per Connection
----------------------	----------------------------

WATER SUPPLY FLOW RATE:	0.6 gpm per Connection
-------------------------	------------------------

SERVICE PUMPS:	2 or more pumps with total rated capacity of 2.0 gpm per connection or 0.6 gpm if 200 gallons per connection of elevated tank capacity provided
----------------	---

* Pressure tank storage is not recognized.

1. Ground Storage

The City of Willow Park currently maintains nine ground storage tanks at seven locations within the system. An inventory of the ground storage facilities is included in Table III.3. Table III.4 provides the expected ground storage requirement based on the water customer projections from Section III.B. As evidenced in these tables, the City will meet the projected regulatory requirement for ground storage volume with the existing facilities. However, from an operational standpoint, additional ground storage may be needed to meet the needs of additional supply and blending as well as insuring adequate emergency supply.

**TABLE III.3
GROUND STORAGE FACILITIES**

Site Name	Ground Elev. (Ft. above MSL)	Capacity (MG)
Indian Camp Rd.	1,012	0.500
		0.350
Fox Hunt	963	0.286
Site 10 (Surry Ln)	954	0.092
El Chico	945	0.031
Willow Wood	944	0.042
Willow Springs	958	0.024
Willow Springs Oaks	975	0.042
		0.031
Total Ground Storage		1.398

**TABLE III.4
PROJECTED GROUND STORAGE REQUIREMENTS**

Year	Water Connections	Required Ground Storage (MG)
2017	2013	0.403
2018	2084	0.417
2019	2157	0.431
2020	2233	0.447
2025	2654	0.531
2030	3158	0.632
2035	3756	0.751
2040	4473	0.895
2045	5330	1.066
2050	6351	1.270

2. High Service Pumping

The City currently maintains seven pump stations located throughout the system. An inventory of the pumping facilities is included in Table III.5. Based on an elevated storage requirement of 100 gallons per connection, the pumping requirement for the City would be 2.0 gallons per connection. The ultimate high service pump capacity under this scenario would be 12,680 gpm. While the pumping improvements proposed with the new surface water supply will increase the overall capacity, there would still be a significant shortfall of over 4,000 gpm. It would not be realistic to expect an upsize of the existing pump stations to make up this shortfall as the existing piping and other infrastructure would not hold up. Therefore, we have completed the analysis using the alternate elevated storage requirement of 200 gallons per connection and the corresponding pumping requirement of 0.6 gpm per connection. Table III.6 provides the expected high service pump requirements based on this scenario and the water customer projections from Section III.B. As evidenced in these tables, under this scenario, the City can meet the required pumping capacity through the year 2050.

**TABLE III.5
HIGH SERVICE PUMP FACILITIES**

Site Name	Ground Elev. (Ft. above MSL)	Pump (HP)	Capacity (gpm)
Indian Camp Rd.	1,012	30	700
		30	700
		30	700
Fox Hunt	963	20	300
		20	300
Site 10 (Surry Ln)	954	15	350
		15	350
		15	200
El Chico	945	5	100
		10	200
		10	200
Willow Wood	944	10	175
		10	175
		10	175
Willow Springs	958	10	175
		10	175
Willow Springs Oaks	975	10	200
		10	200
		10	200
Total High Service Capacity			5,425

**TABLE III.6
PROJECTED HIGH SERVICE PUMP REQUIREMENTS**

Year	Water Connections	Required High Service Pump Capacity (gpm)
2017	2013	1208
2018	2084	1250
2019	2157	1294
2020	2233	1340
2025	2654	1592
2030	3158	1895
2035	3756	2254
2040	4473	2684
2045	5330	3198
2050	6351	3811

*Based on 0.6 gpm per connection.

3. Elevated Storage

The City of Willow Park currently maintains three elevated storage tanks at the Indian Camp, Fox Hunt and Willow Springs Oaks locations. The Indian Camp and Fox Hunt tanks provide pressure maintenance for the North Pressure Plane with high water levels of 1,132 MSL. The South Pressure Plane is served by the Willow Springs Oaks tank with a high water level of 1,102 MSL. An inventory of the elevated storage facilities is included in Table III.7. Table III.8 provides the expected elevated storage requirement based on the water customer projections from Section III.B and a requirement of 200 gallons per connection, as discussed in Section III.E.2. As evidenced in these tables, the City the elevated tank capacity would be insufficient by the year 2029.

**TABLE III.7
ELEVATED STORAGE FACILITIES**

Site Name	Ground Elev. (Ft. above MSL)	Capacity (MG)
Indian Camp Rd.	1,012	0.250
Fox Hunt	963	0.250
Willow Springs Oaks	975	0.125
Total Ground Storage		0.625

**TABLE III.8
PROJECTED ELEVATED STORAGE REQUIREMENTS**

Year	Water Connections	Required Elevated Storage (MG)
2017	2013	0.403
2018	2084	0.417
2019	2157	0.431
2020	2233	0.447
2025	26564	0.531
2030	3158	0.632
2035	3756	0.751
2040	4473	0.895
2045	5330	1.066
2050	6351	1.270

*Based on 200 gallons per connection.

From a regulatory standpoint, the facilities meet the projected ground storage and pumping needs through the planning period. Based on population projections, the elevated storage capacity becomes deficient beginning in 2029. Phased improvements will be necessary for the City to meet regulatory requirements and maintain a high level of service to its customers.

F. Recommended Water System Improvements

An analysis of the system has identified a number of areas that are or will likely become deficient by the year 2050. Water supply, elevated storage, and distribution piping network are elements that should be addressed over the next several years and beyond.

1. Water Supply

The City's water supply is the most pressing need. The City's existing groundwater supply is only projected to last through the year 2018 and the decline in capacity of the aquifer could shorten that timeframe. The utilization of groundwater to accommodate future growth will be inadequate, although drilling some additional wells may serve as an interim measure until the proposed surface water supply can be brought on-line. Potential locations for additional wells are depicted in Figure III.2. The likely yield of any new well is not expected to be more than 100 gpm and as little as 30 gpm. Three wells averaging 60 gpm each would extend the water supply compliance through the year

CITY OF WILLOW PARK
WATER SUPPLY IMPROVEMENTS MAP
FIGURE III.2
APRIL 2017



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-2446

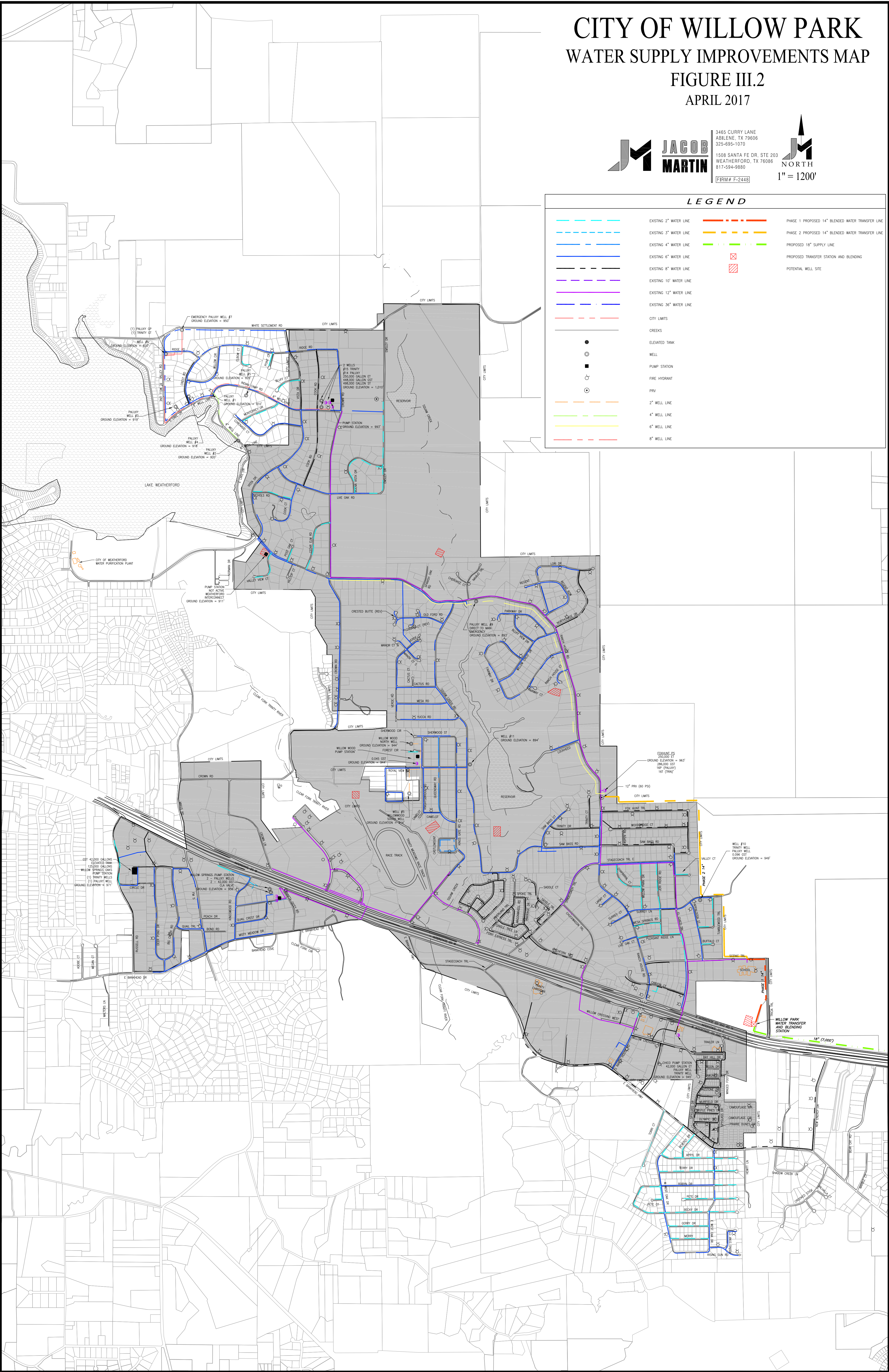


NORTH

1" = 1200'

LEGEND

EXISTING 2" WATER LINE	EXISTING 3" WATER LINE	EXISTING 4" WATER LINE	EXISTING 6" WATER LINE	EXISTING 8" WATER LINE	EXISTING 10" WATER LINE	EXISTING 12" WATER LINE	EXISTING 36" WATER LINE	CITY LIMITS	CREEKS	ELEVATED TANK	WELL	PUMP STATION	FIRE HYDRANT	PRV	2" WELL LINE	4" WELL LINE	6" WELL LINE	8" WELL LINE	PHASE 1 PROPOSED 14" BLENDED WATER TRANSFER LINE	PHASE 2 PROPOSED 14" BLENDED WATER TRANSFER LINE	PROPOSED 18" SUPPLY LINE	PROPOSED TRANSFER STATION AND BLENDING	POTENTIAL WELL SITE



2022. This may allow sufficient time to complete a water supply project. Each new well would require supply line facilities to convey the water to a high service station.

The City is in negotiations for the purchase of treated surface water with the City of Ft. Worth. This project is in the feasibility study phase and would provide approximately 3.5 MG of surface water supply to the City. The recommended infrastructure would include a supply line along the north side of Interstate 20 to be shared with the City of Hudson Oaks, a pump station and blending station near the intersection of Interstate 20 and Tricia Trail, and transfer lines to connect to the City's well supply lines and distribution system. The proposed pump station would likely consist of two 0.5 MG ground storage tanks and three high service pumps of approximately 1,000 gpm each. It is recommended that the proposed improvements be phased in as the need arises based on demand. Phase 1 of the improvements would include a shared 18-inch supply line with Hudson Oaks from the City of Ft. Worth connection, the transfer and blending pump station and a 14-inch blended water transfer pipeline. Phase 2 of the improvements would consist of a 14-inch transfer line to the City's existing Fox Hunt elevated tank site where it could be distributed to a larger portion of the system. The recommended improvements are depicted in Figure III.2.

2. Elevated Storage

The previous Capital Improvement Plan recommended siting a new 0.25 MG elevated tank in the vicinity of the existing El Chico Pump Station. This would be an advantageous site and would address some high pressure issues as well. Ultimately, two elevated tanks will be required to address the long term projections (2050). A second new elevated tank or replacement of an existing tank would be recommended for future development with an added capacity requirement of 0.4 MG. Future development patterns would drive the location of this tank which would become necessary by the year 2038.

3. Distribution System

Most of the water loss in the City's system is attributable to deteriorated, leaking cast iron or ductile iron waterlines. The City has undertaken a construction project which includes replacing several sections of deteriorated lines as well as upsizing some lines. This project is under construction as of the date of this report. There are several additional, deteriorated lines in the system that are in need of replacement as depicted in Figure III.3. Additionally, there are a number of lines that are less than 6-inches in diameter and serving residential areas. It is recommended that these lines be upsized to 6-inch and that fire hydrants be installed in locations where the maximum separation is being exceeded. All of the proposed water distribution and storage improvements are depicted in Figure III.3.

CITY OF WILLOW PARK
WATER DISTRIBUTION IMPROVEMENTS MAP
FIGURE III.3
APRIL 2017



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ABILENE, TX 79606
325-695-1070

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WEATHERFORD, TX 76086
817-594-9880

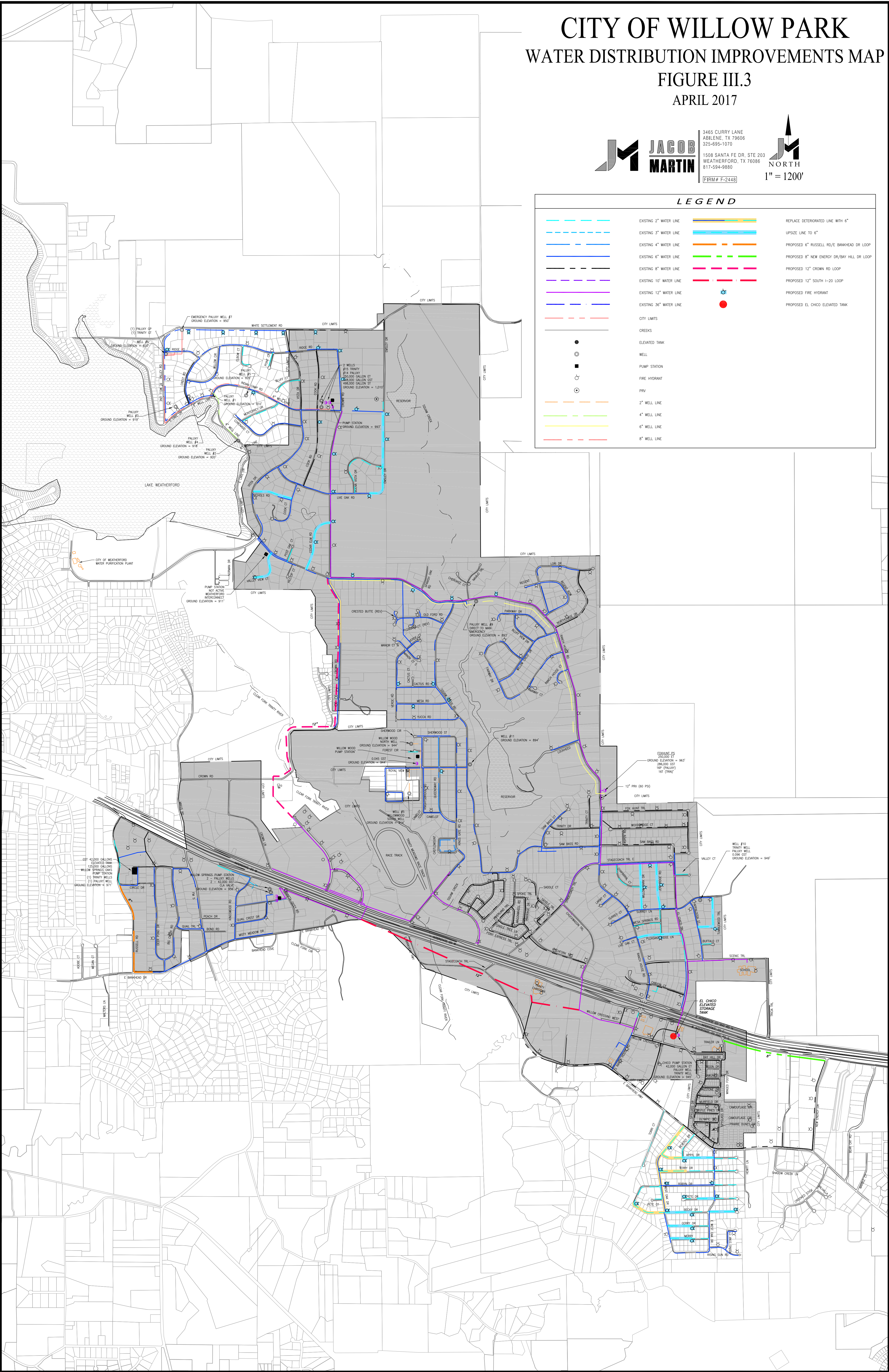
FIRM# F-2448



NORTH

1" = 1200'

LEGEND			
	EXISTING 2" WATER LINE		REPLACE DETERIORATED LINE WITH 6"
	EXISTING 3" WATER LINE		UPSIZE LINE TO 6"
	EXISTING 4" WATER LINE		PROPOSED 6" RUSSELL RD/E BANKHEAD DR LOOP
	EXISTING 6" WATER LINE		PROPOSED 8" NEW ENERGY DR/BAY HILL DR LOOP
	EXISTING 8" WATER LINE		PROPOSED 12" CROWN RD LOOP
	EXISTING 10" WATER LINE		PROPOSED 12" SOUTH I-20 LOOP
	EXISTING 12" WATER LINE		PROPOSED FIRE HYDRANT
	EXISTING 36" WATER LINE		PROPOSED EL CHICO ELEVATED TANK
	CITY LIMITS		
	CREEKS		
	ELEVATED TANK		
	WELL		
	PUMP STATION		
	FIRE HYDRANT		
	PRV		
	2" WELL LINE		
	4" WELL LINE		
	6" WELL LINE		
	8" WELL LINE		



G. Priority and Cost Estimates

The following costs and priority timelines may help in planning and budgeting for capital improvement projects. Table III.9 includes both the estimated costs of the recommended improvements and the recommended timeframes for completion of those projects.

**TABLE III.9
WATER SYSTEM IMPROVEMENTS
PRIORITY AND PROJECTED COSTS**

Priority	Water Connections	Required Elevated Storage (MG)
2017 -2022		
1	Expand Groundwater Supply (3 wells) (2 Years)	\$1,000,000
2	Complete Phase 1 Surface Water Tie-in To Ft. Worth	\$3,100,000
2022-2030		
3	Replacement of Deteriorated Lines	\$ 550,000
4	El Chico Elevated Tank	\$1,035,000
5	Crown Road Loop 12" Loop	\$1,300,000
6	New Energy/Bay Hill Loop	\$ 370,000
2030-2040		
7	Complete Phase 2 Surface Water Transmission Line	\$1,500,000
8	0.4 MG Elevated Tank	\$1,800,000
9	Fire Hydrant Additions (not associated with linework)	\$ 100,000
2040-2050		
10	Interstate 20 South Loop	\$1,600,000
11	Russell Road	\$ 340,000
12	Upsize of Small Lines	\$1,320,000

The costs in Table III.9 make allowance for inflation. Item 2, the Phase 1 Surface Water Tie-in does not include an equity buy-in to the City of Ft. Worth as this is not known at this time. The line replacement item, Item 3, is a maintenance issue which will reduce water loss and save cost for repairs once completed. The line upsizes and hydrants are not demand driven and are not critical from an operational standpoint. The City must weigh this against safety concerns when attributing a priority to this item. The remainder of the recommended improvements are driven by increased demand in the system and there should be flexibility in the timing of the improvements. The pace at which development occurs may accelerate or delay the need for these items. Development may also help to offset the cost of these improvements through cost sharing agreements and impact fees.

IV. WASTEWATER SYSTEM

A. Regulations

The TCEQ is also the agency which oversees wastewater systems in the State of Texas. The TCEQ is tasked with insuring compliance with EPA and Texas regulations concerning the effects of wastewater discharge into the waters of the State as well as public welfare and air quality. The rules promulgated by the TCEQ for this purpose are found in 30 TAC Chapter 217. Subchapter B of the 217 rules pertains to the determination of capacity and design loadings for wastewater systems. Subchapter C sets out the regulations regarding collection systems and Subchapters E through L pertain to the design and sizing of wastewater treatment systems.

The TCEQ's regulations governing wastewater systems can be viewed online at www.tceq.texas.gov/rules/indxpdf.html.

B. Wastewater Flows

Wastewater flow data for the years prior to 2014 was not available. The data for this period was taken from the previous Capital Improvement Plan or estimated from other available data. Critical parameters for wastewater systems design are average daily flow and peak hourly flow. Wastewater flow projections were made using the same growth patterns and land use assumptions discussed in previous sections. However, in the case of wastewater, there are approximately 1,293 water customers which are not currently connected to the sewer system. While it is reasonable to assume that, as facilities are made available, these customers will eventually be connected to the sewer collection system, it is not likely to happen until late in the planning period. Growth patterns and the timing of improvements will dictate to a large degree when these connections would come on line. Based on this information, to be discussed further in a later section, this is anticipated to occur starting in the year 2035 and the wastewater projections have been adjusted accordingly.

**TABLE IV.1
WASTEWATER CONNECTIONS AND FLOW PROJECTIONS**

Year	Water conn	Yearly Flow (MG/Yr)	Avg. Daily Flow		Peak Hour gpm/conn
			MGD	gpm/conn	
2010	480	44.90	0.123	256	480
2011	504	33.58	0.092	182	402
2012	555	51.83	0.142	256	704
2013	615	57.47	0.157	256	704
2014	675	77.25	0.212	314	862
2015	690	91.08	0.250	362	995
2016	897	77.20	0.212	300	825

2017	720	78.84	0.216	300	825
2018	791	86.61	0.237	300	825
2019	864	94.61	0.259	300	825
2020	940	102.93	0.282	300	825
2025	1361	149.03	0.408	300	825
2030	1865	204.22	0.560	300	825
2035	2463	269.70	0.739	300	825
2040	3610	395.30	1.083	300	825
2045	4897	536.22	1.469	300	825
2050	6351	695.43	1.905	300	825

C. Existing Wastewater System

The City's existing wastewater system is shown schematically in Figure IV.1. It consists of approximately 13.5 miles of 6-inch through 12-inch gravity mains and 2.7 miles of 2-inch through 6-inch force main, currently serving 720 customers. The wastewater system currently serves less than half the residences and businesses in Willow Park. Wastewater collected from the system is transferred by force main from three sewer lift stations. An area located on Crown Road on the west side of the City which serves eight homes utilizes individual, private lift stations. Sewer is transferred from these lift stations via a single, 2-inch force main directly to the wastewater treatment plant.

The Willow Park Village lift station serves the area generally east of Ranch House Road, south of Interstate 20, west of Hewitt Lane, and north of Bankhead Highway. The lift station was upgraded in 2015 and includes three 35 horsepower pumps rated at approximately 219 gpm each. This lift station pumps to a manhole in Willow Crossing Road through a 6-inch force main.

The Beavers Creek lift station serves the area bounded generally on the north by Scenic Drive, on the east by Tricia Trail, on the south by East Bankhead Highway, and on the west by Chuckwagon Trail. This station also receives flow from the Willow Park Village lift station. The Beavers Creek lift station was also upgraded in 2015 and consists of three 20 horsepower pumps rated at an estimated 278 gpm each and pumps via 6-inch force main to a manhole in Pitchfork Trail.

The Kings Gate lift station receives flow from the entire collection system except the few homes on Crown Lane previously mentioned. This station was upgraded along with the others and currently consists of three 25 horsepower pumps rated at an estimated 256 gpm each. This lift station pumps to the wastewater treatment plant through a 6-inch force main. A project is currently under design to replace this line with a new 10-inch force main.

CITY OF WILLOW PARK
SEWER SYSTEM INVENTORY MAP
FIGURE IV.1
APRIL 2017



3465 CURRY LANE
ABILENE, TX 79606
325-695-1070








1508 SANTA FE DR, STE 203
WEATHERFORD, TX 76086
817-594-9880
FIRM# F-2446

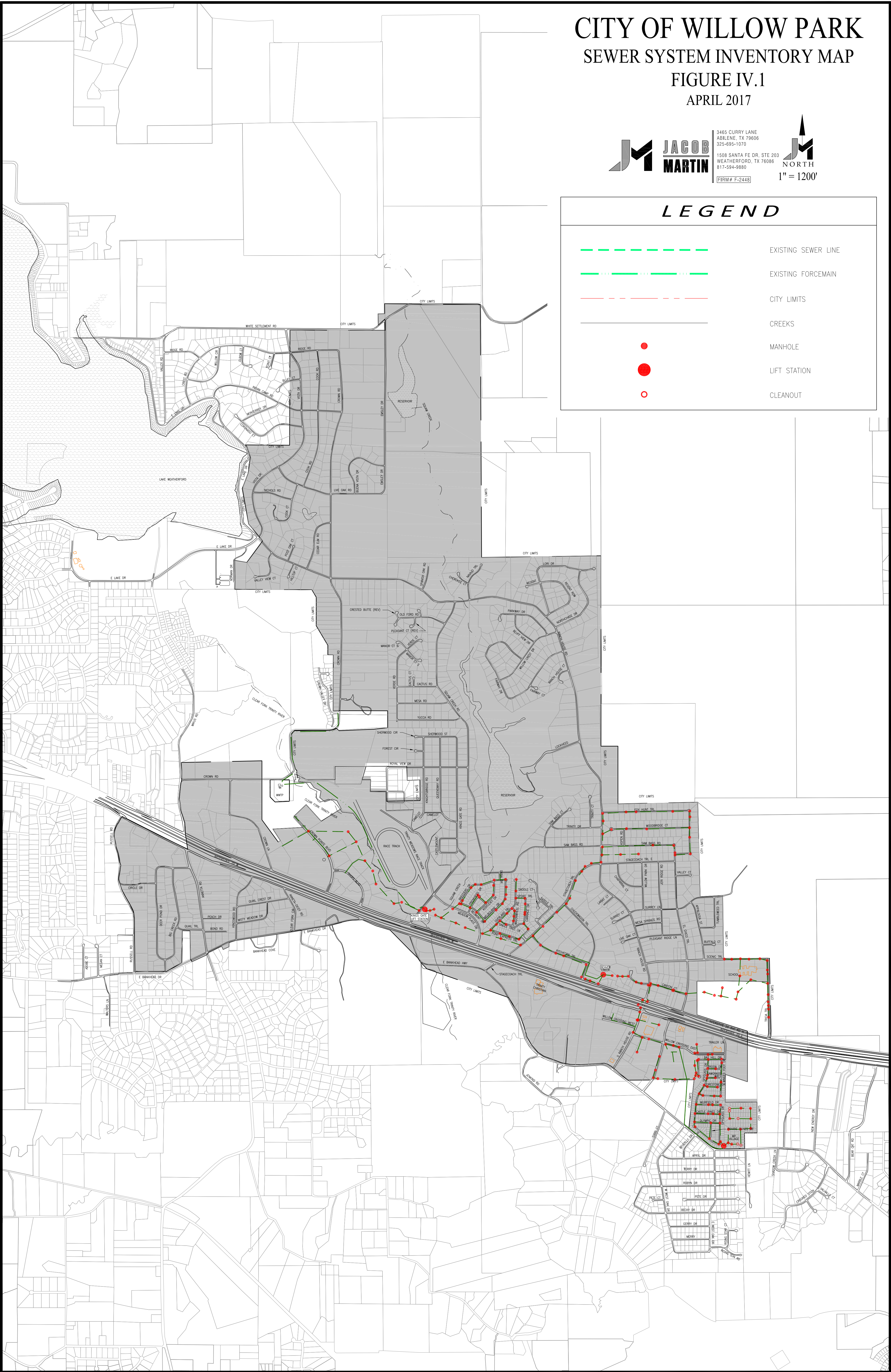


NORTH

1" = 1200'

LEGEND

	EXISTING SEWER LINE
	EXISTING FORCEMAIN
	CITY LIMITS
	CREEKS
	MANHOLE
	LIFT STATION
	CLEANOUT



The current capacity of the wastewater treatment plant is 300,000 gpd and is very old and deteriorated. However, a project is in progress to replace the existing plant with a 495,000 gpd package plant. This new plant is expected to be online in early 2018 and is only intended as an interim measure until a permanent plant can be constructed that will meet the City's long term needs. The interim facility will be a conventional activated sludge wastewater plant just as the original plant is. The service area is located in the drainage basin for Lake Benbrook which has been designated as an impaired stream. Because of this, the TCEQ will require lower limits than would be typical for a plant of this size. The effluent standards being proposed for the interim plant are BOD-5 ppm, TDS-5 ppm, ammonia-nitrogen-1.5 ppm, and phosphorous-1.0 ppm. In order to meet these limits, filtration and coagulant feed will be added to the plant. While this has been determined to be acceptable for the interim, 0.495 MGD plant, the TCEQ will not allow additional flow to be discharged into the Lake Benbrook watershed. Therefore, other options, such as land irrigation of effluent will have to be explored for the permanent plant.

D. Recommended Wastewater System Improvements

The capacity of the wastewater system has been impacted a great deal by inflow and infiltration as well as a high rate of growth in the community. Inflow and infiltration (I&I) occur when segments of the collection system are in disrepair and allow stormwater and water from other sources to infiltrate the sewer system. The City has had significant (I&I) over the last few years which results in overflows of manholes (unauthorized discharges), overburdening of lift stations and force mains, and capacity exceedance at the wastewater treatment plant. The City has begun the process of identifying sources of I&I and has significantly improved the system in recent months, however, some areas of the system still need to be addressed. Additionally, the City's Kings Gate force main and the existing wastewater treatment plant are undersized and in disrepair. Improvements discussed in the following sections are depicted in Figure IV.2.

1. Collection System

It is recommended that the City continue smoke testing and video of existing sewer mains. Problem areas identified to date have been addressed, but it is expected that other areas will be identified. It is also recommended that the City adopt and enforce a pretreatment program to prevent toxic materials from entering the collection system and eventually interfering with the treatment process. The City's main force main from the Kings Gate lift station to the treatment plant is undersized. The existing 6-inch line should be upsized to a 10-inch, in order to convey the present and expected flows from the collection system.

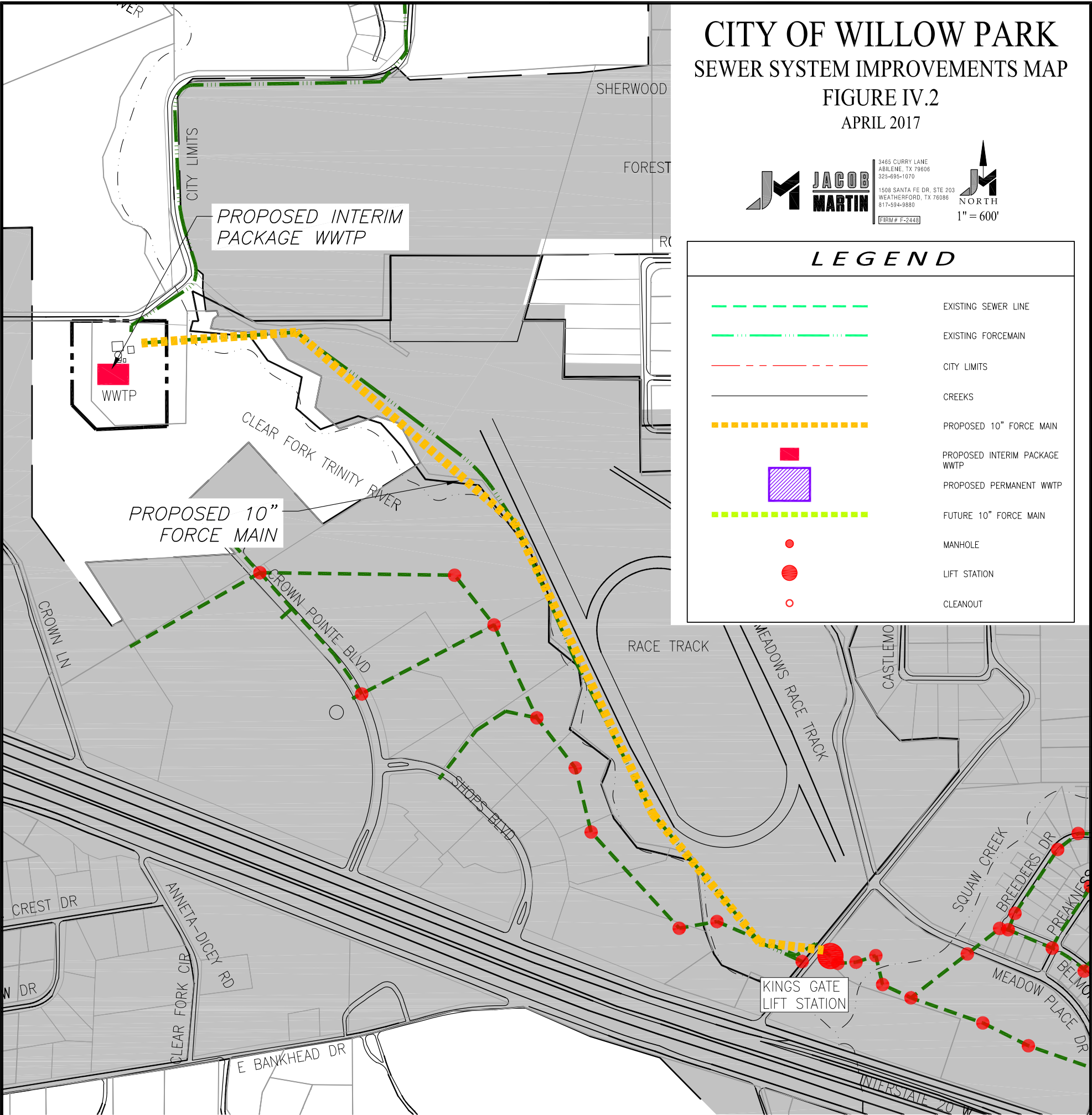
Recent improvements to the lift stations should last, with proper maintenance, for many years. The location and patterns of development will dictate when potential

CITY OF WILLOW PARK
SEWER SYSTEM IMPROVEMENTS MAP
FIGURE IV.2
APRIL 2017

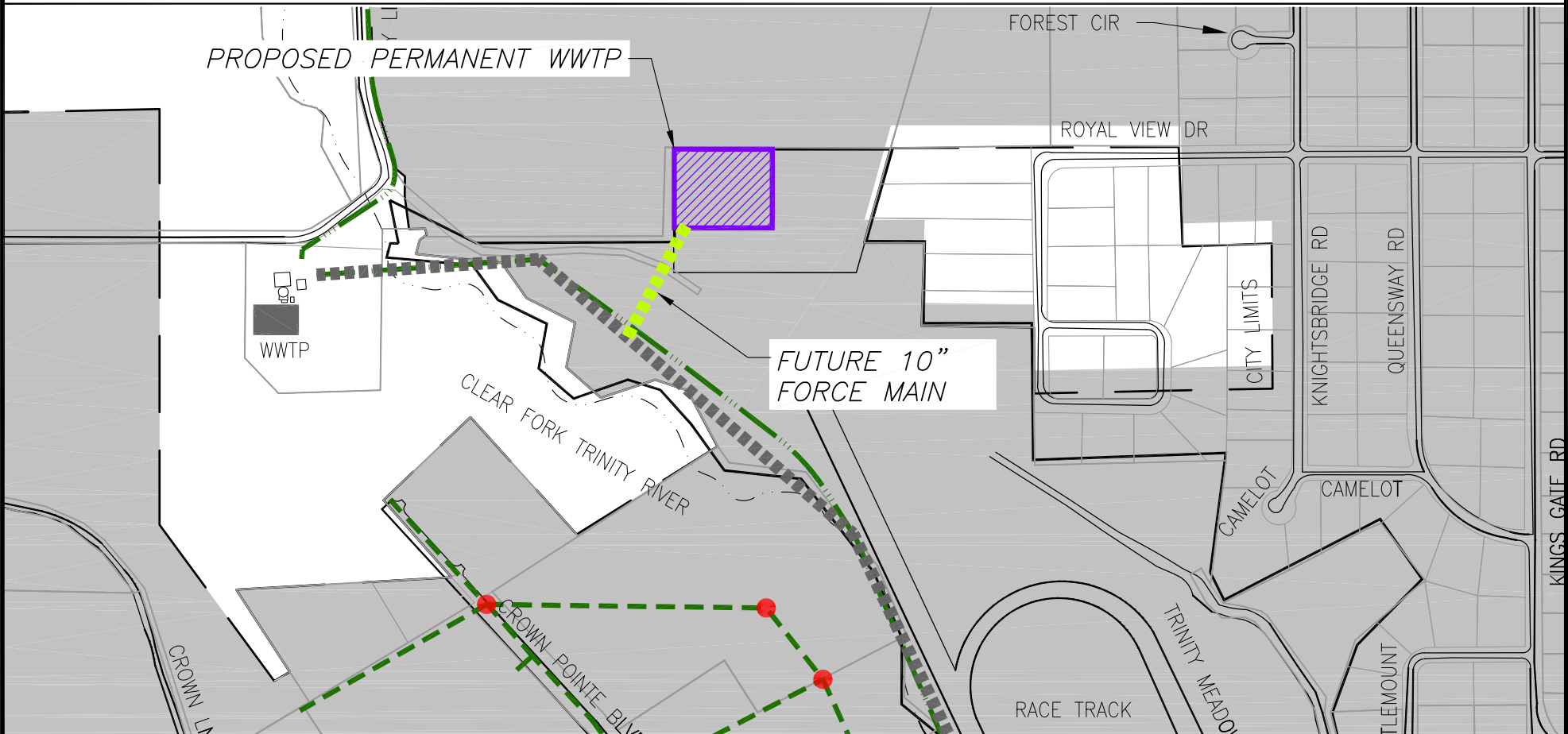


LEGEND

- EXISTING SEWER LINE
- EXISTING FORCEMAIN
- CITY LIMITS
- CREEKS
- PROPOSED 10" FORCE MAIN
- PROPOSED INTERIM PACKAGE WWTP
- PROPOSED PERMANENT WWTP
- FUTURE 10" FORCE MAIN
- MANHOLE
- LIFT STATION
- CLEANOUT



0-5 YEAR IMPROVEMENTS



5 YEARS + IMPROVEMENTS

improvements will be necessary as well as the need for new lift stations and collection lines. These improvements should be implemented through development impact fees.

2. Wastewater Treatment

As mentioned previously, the City is in the process of installing a new 0.495 MGD package wastewater treatment plant. Based on the information in Table IV.1, this would only be compliant until 2026-2027. However, the TCEQ has indicated that an acceptable timeframe for the interim plant will be approximately five years. Therefore, the City should strive to have a permanent solution for the wastewater treatment issues to be online as soon as possible. A suitable location for the permanent plant site must be selected as well. The existing plant site would require additional property acquisition or restrictive easement in order to be utilized. The City is exploring another potential site that may be better suited both in size and location. The proposed permanent plant would be designed for 1.0 MGD with expansion capabilities. This would be compliant up until the year 2040 at which time expansion would need to be underway for an ultimate capacity of 2.0 MGD. Conventional activated sludge remains the most efficient form of treatment, although all available technology should be investigated in light of the very stringent effluent limitations the plant will have to meet. Additionally, it is recommended locations for the irrigation of effluent be identified and secured as this will be a requirement of future permits for the disposal of wastewater effluent. Golf courses, parks, and athletic fields are among the sites commonly used for irrigation. The City is currently investigating a number of sites for this purpose.

E. Priority and Cost Estimates

The following costs and priority timelines may help in planning and budgeting for capital improvement projects. Table IV.2 includes both the estimated costs of the recommended improvements and the recommended timeframes for completion of those projects. The costs in Table IV.2 make allowance for inflation.

**TABLE IV.2
WASTEWATER SYSTEM IMPROVEMENTS
PRIORITY AND PROJECTED COSTS**

Priority	Water Connections	Req'd Elev. Storage (MG)
2017 -2022		
1	Collection System Inspection and Testing	50,000
2	Main Force Main Replacement	\$425,000
3	Interim Package Wastewater Plant	\$1,275,000
4	Collection System Improvements (I&I Reduction)	\$100,000
2022-2030		
3	Permanent 1.0 MGD Wastewater Treatment Plant	\$12,500,000
2030-2040		
10	Wastewater Treatment Plant Expansion	\$5,000,000

V. CONCLUSIONS AND RECOMMENDATIONS

Based on our evaluation of the City of Willow Park's water and wastewater systems, we offer the following conclusions and recommendations to assist the City with decisions related to capital improvements through the year 2050.

A. Water System

Resolving the City's water supply needs is of the highest priority. The following is recommended toward that end:

- Install up to three new water wells as a stop gap measure by 2019.
- Complete surface water improvements to Ft. Worth by 2022.

These projects would resolve current water supply deficiencies and would be anticipated to address water supply needs through the year 2050.

The reduction of water loss and improving pressure maintenance while serving expected growth should be the next priority:

- Complete replacement of old, poorly installed and deteriorated lines by 2030.
- Install a new elevated tank near the El Chico Pump Station by 2030.
- Complete the Crown Road loop by 2030.
- Complete the Bay Hill loop by 2030.

These projects would protect the water supply and insure that expected growth could be accommodated.

Long term supply and demand service should be considered early in the planning period to eliminate shortages in the future:

- Install Phase 2 of the Ft. Worth supply facilities by 2035.
- Replace an existing elevated tank with a larger tank by 2040.
- Install fire hydrants in various locations as needed by 2040.

The completion of the Ft. Worth water supply infrastructure would help insure adequate supply through the year 2050. The location of the proposed elevated tank upsize would depend on growth patterns and condition of the existing tanks.

- Complete the Interstate 20 south loop by 2045.
- Complete the Russell Road loop by 2050.
- Upsize small lines in existing service areas by 2050.

These improvements would allow complete distribution of each water source throughout the service area.

B. Wastewater System

The upgrade of the City's wastewater treatment system should be the highest priority. The City should continue with the projects that are underway to address this concern:

- Complete the interim package wastewater plant by early 2018.
- Replace the existing Kings Gate force main by early 2018.
- Begin permitting and design for a new permanent wastewater plant by 2018.

In order to prolong the life of the treatment system and eliminate unauthorized discharges, the City should undertake collection system improvements as soon as possible.

- Begin collection system inspection and testing by 2018.
- Complete collection system replacements and repairs by 2022.

The ultimate solution to the City's wastewater treatment and disposal issues should be resolved as quickly as possible.

- Complete the permanent 1.0 MGD wastewater treatment plant by 2023

Planning for expansion on the proposed permanent wastewater plant will allow for the City to serve future growth in the wastewater system without unnecessary capital expenditure.

- Complete expansion of the permanent wastewater plant by 2040.

VI. FINANCING OF IMPROVEMENTS

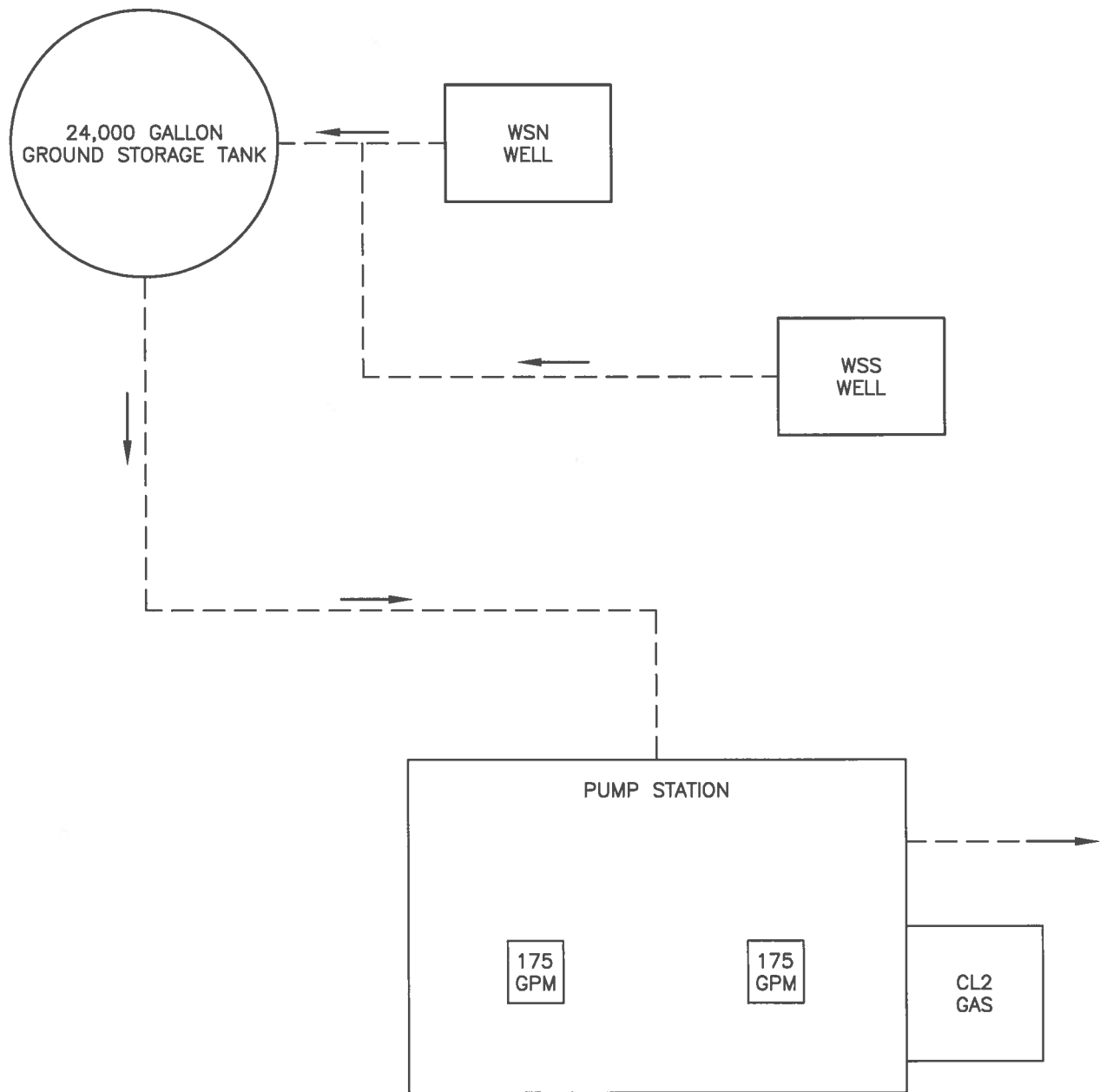
The water and wastewater improvement projects currently underway are being funded by low interest loans from the Texas Water Development Board and local bond issues. The larger, future recommended improvements should be funded by the Texas Water Development Board as the terms of their funding is very favorable. Smaller projects should be funded by a combination of yearly budgeting and bond issues.

Additionally, capital improvement fees should be evaluated periodically. These fees can be used to fund much of the improvements needed in the system. As development increases in the City, impact fees will also serve to offset potential rate increases. Regardless of the financial vehicles used to fund the recommended projects, it is likely that water and sewer rates will have to increase as well.

VII. CLOSURE

The City should continue to evaluate this plan on a five year basis. As development occurs, the need and timing for various improvements will be more clearly defined. The City should continue to encourage develop in accordance with the most recent comprehensive plan and this document.

APPENDIX A – Pump Station Schematics



WILLOW SPRINGS

STATION SCHEMATIC

CITY OF WILLOW PARK,
PARKER COUNTY, TEXAS
518 Ranch House Road * Willow Park, Texas 76087
Phone: 817-441-7108 * Fax: 817-441-8900

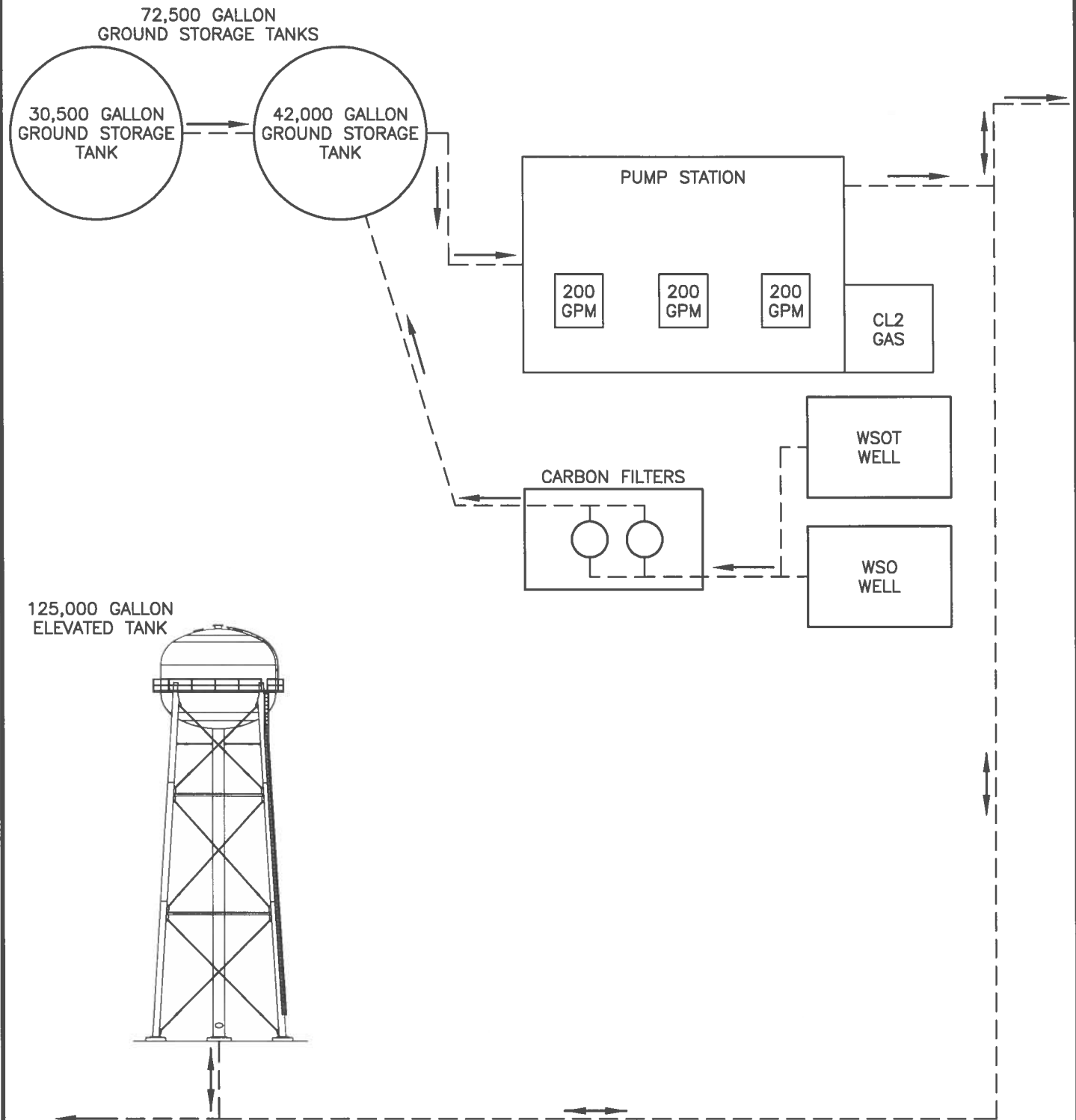


**JACOB
MARTIN**

3485 CURRY LANE
ABILENE, TX 79606
325-895-1070

1508 SANTA FE DR, STE 203
WEATHERFORD, TX 76086
817-594-0880

FIRM # F-2448



WILLOW SPRINGS OAKS

STATION SCHEMATIC

CITY OF WILLOW PARK,
PARKER COUNTY, TEXAS

516 Ranch House Road * Willow Park, Texas 76087
Phone 817-441-7108 * Fax: 817-441-6900



**JACOB
MARTIN**

3485 CURRY LANE
ABILENE, TX 79600
325-895-1070

1508 SANTA FE DR, STE 203
WEATHERFORD, TX 76086
817-504-9880

FIRM# F-2448

850,000 GALLON
GROUND STORAGE TANKS

500,000 GALLON
GROUND STORAGE TANK

350,000 GALLON
GROUND STORAGE TANK

WELLS:
1, 2, 3, 4, 5, 6P, 6T,
14 & 15

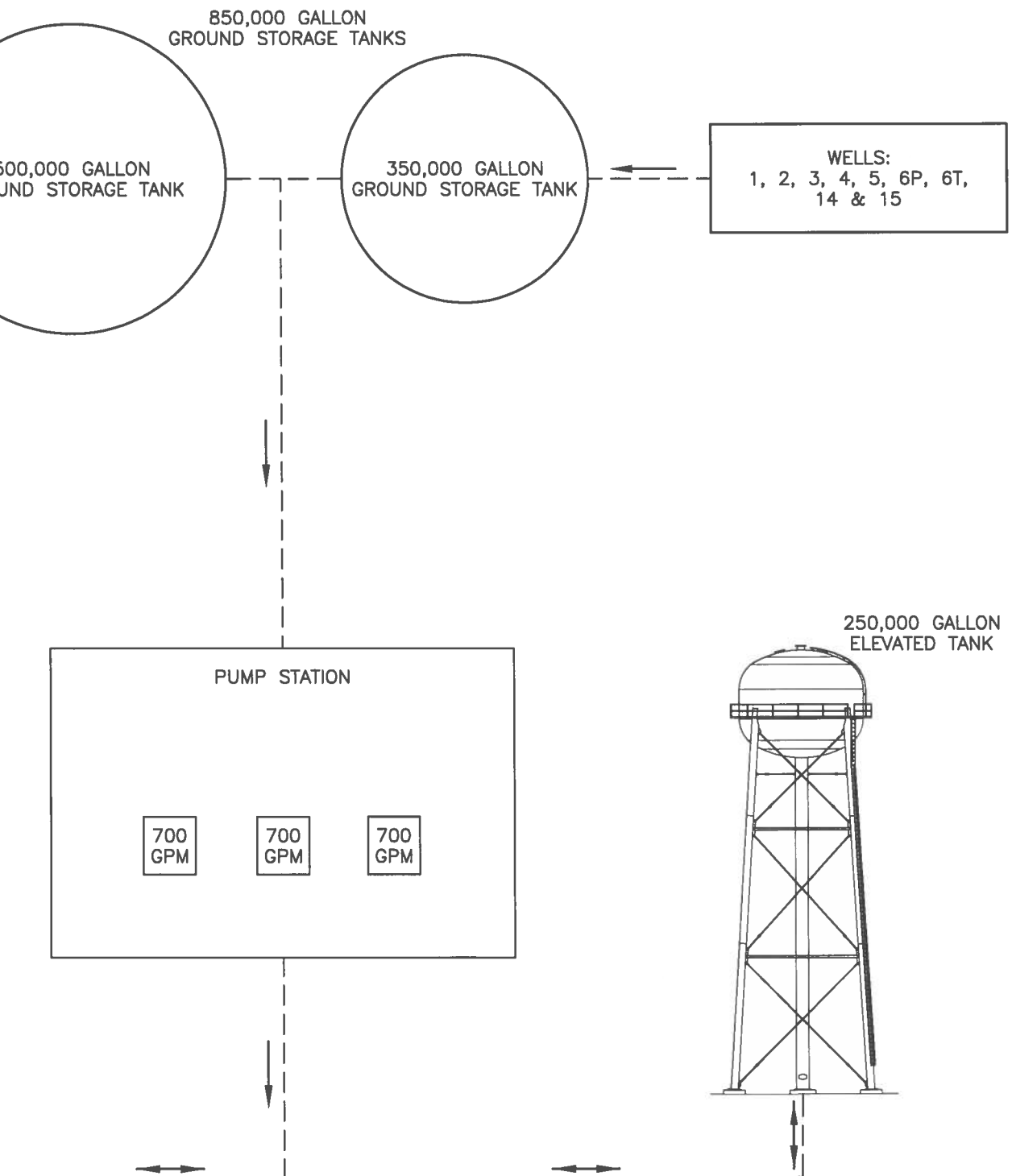
PUMP STATION

700
GPM

700
GPM

700
GPM

250,000 GALLON
ELEVATED TANK

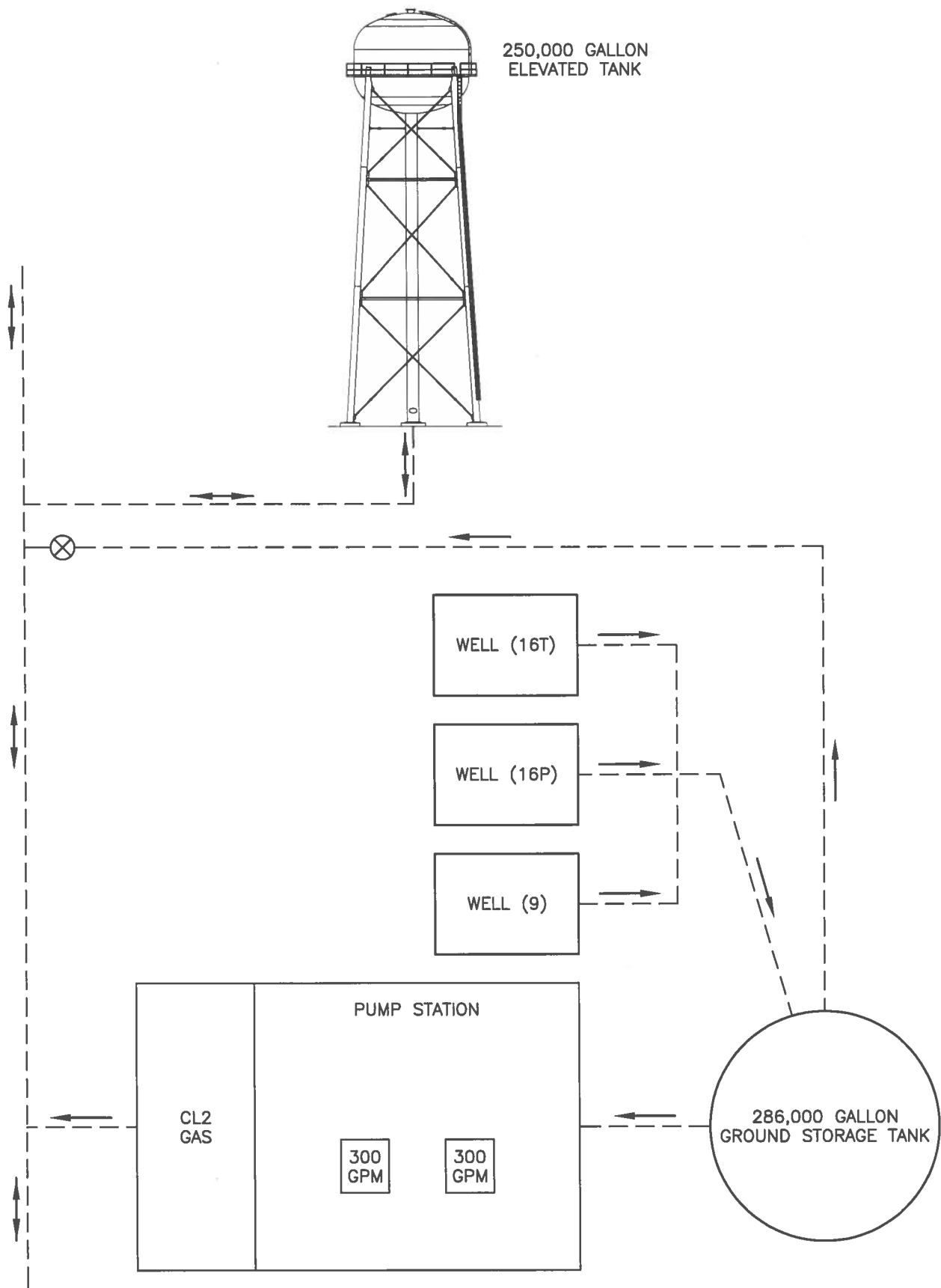


INDIAN CAMP
STATION SCHEMATIC

CITY OF WILLOW PARK,
PARKER COUNTY, TEXAS
516 Ranch House Road * Willow Park, Texas 76087
Phone 817-441-7108 * Fax 817-441-8900



3485 CURRY LANE
ABILENE, TX 79608
325-695-1070
1508 SANTA FE DR, STE 203
WEATHERFORD, TX 76086
817-594-9880
FIRM# F-2448



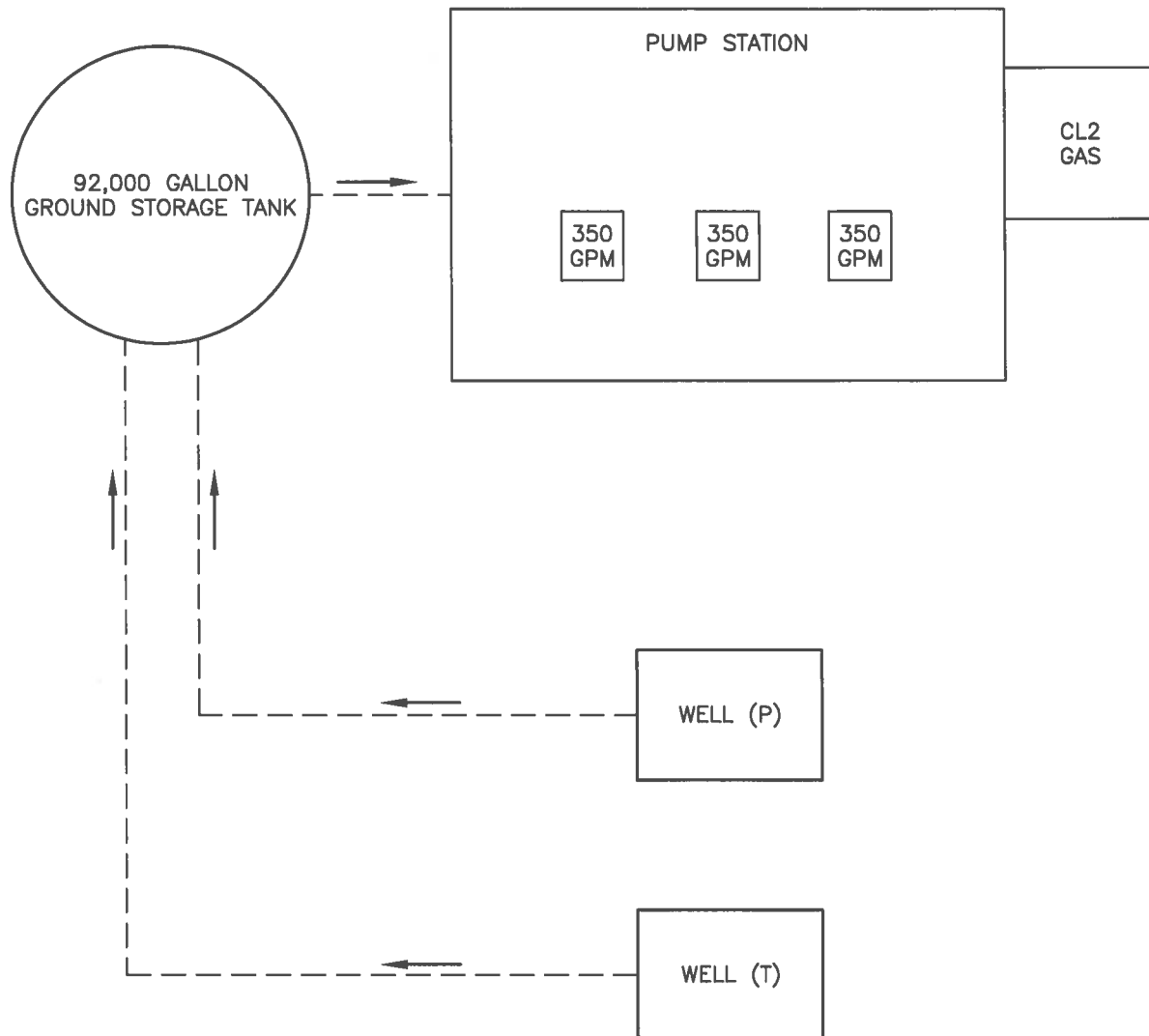
FOX HUNT

STATION SCHEMATIC

CITY OF WILLOW PARK,
PARKER COUNTY, TEXAS
516 Ranch House Road * Willow Park, Texas 76087
Phone: 817-441-7108 * Fax: 817-441-6900



3485 CURRY LANE
ABILENE, TX 79605
325-895-1070
1508 SANTA FE DR, STE 203
WEATHERFORD, TX 76086
817-594-0880
[FIRM# F-2448]



SURREY LANE (SITE 10)

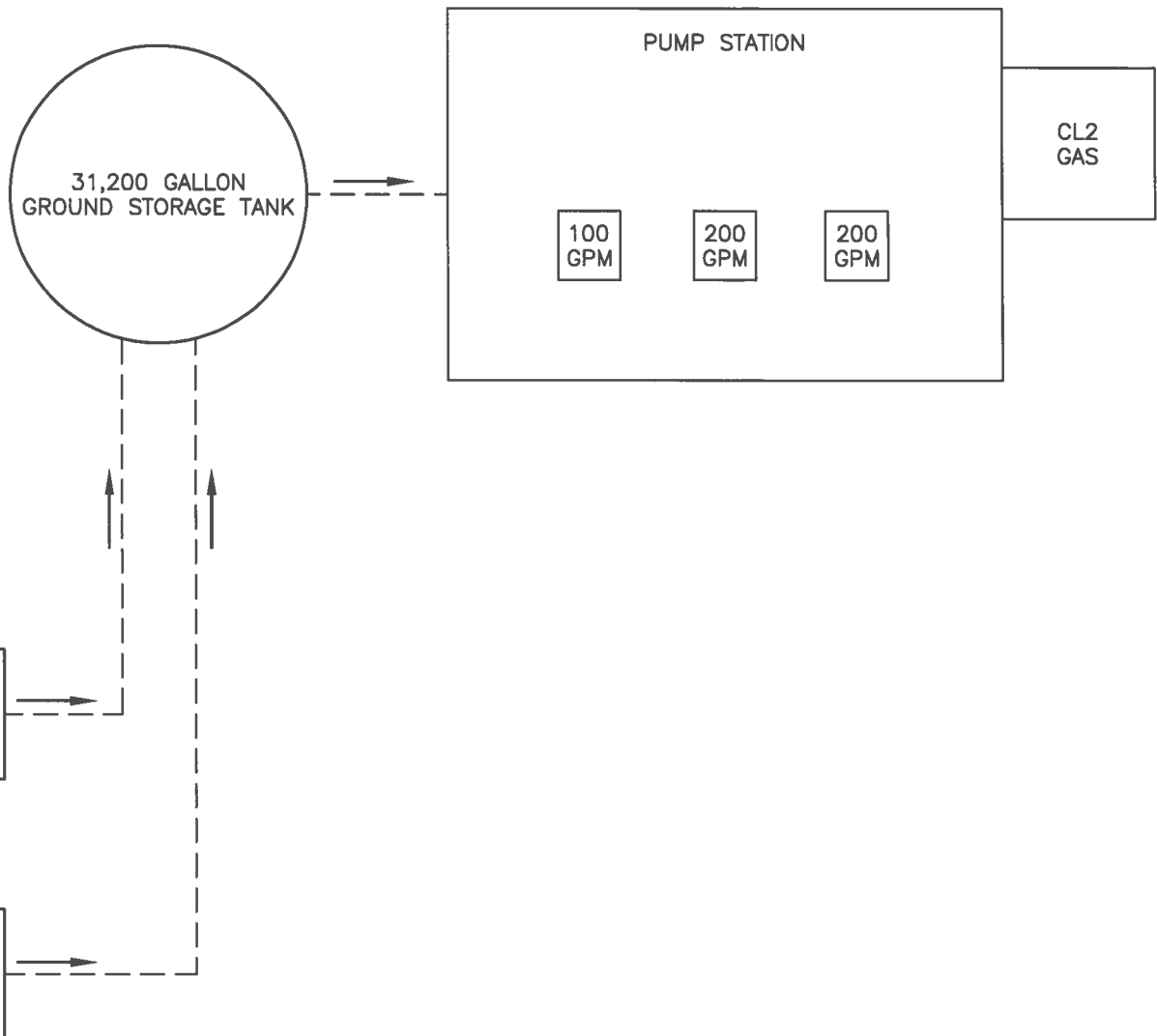
STATION SCHEMATIC

CITY OF WILLOW PARK,
PARKER COUNTY, TEXAS
516 Ranch House Road * Willow Park, Texas 76087
Phone: 817-441-7108 * Fax: 817-441-8900



**JACOB
MARTIN**

3485 CURRY LANE
ABILENE, TX 79600
325-685-1070
1508 SANTA FE DR, STE 203
WEATHERFORD, TX 76086
817-584-8880
FIRM# F-2448

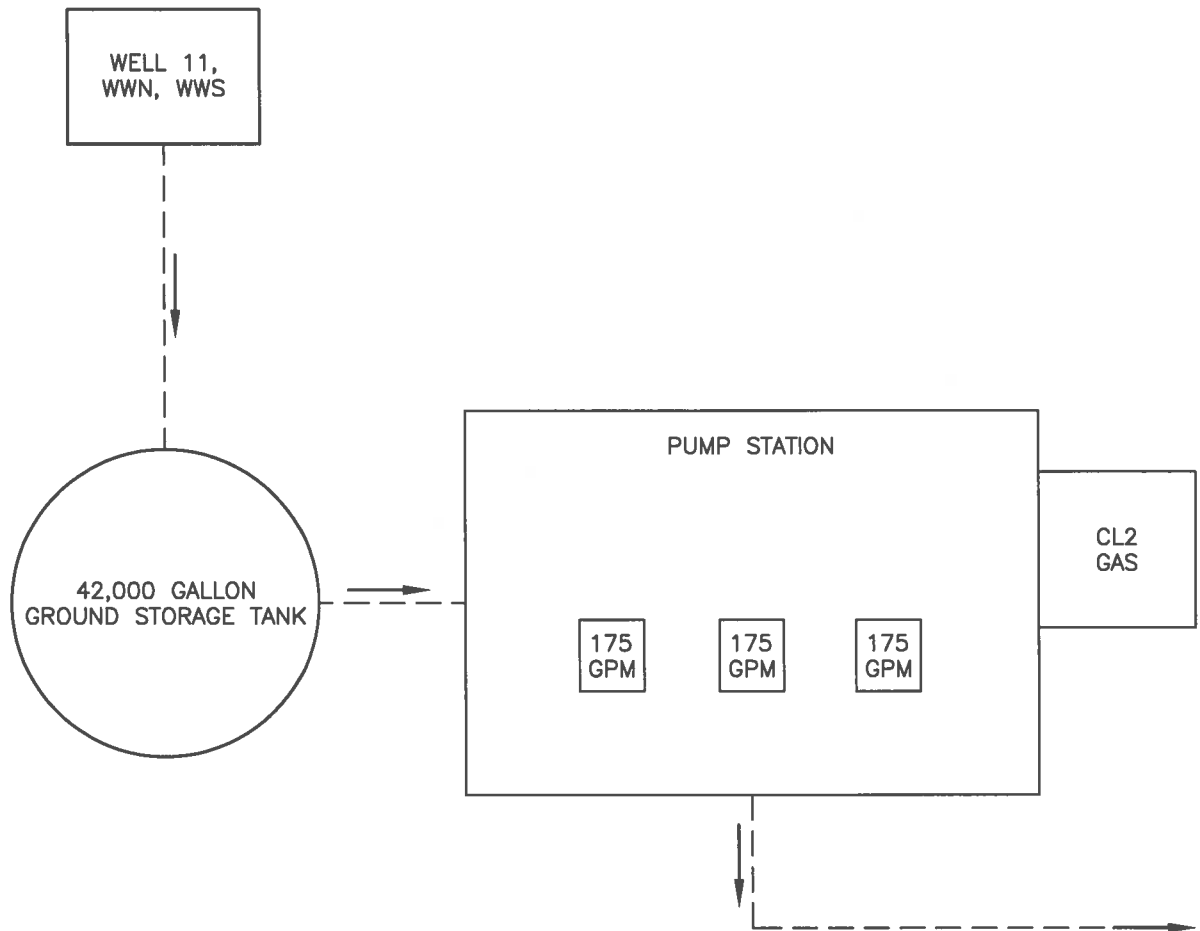


EL CHICO
STATION SCHEMATIC

CITY OF WILLOW PARK,
PARKER COUNTY, TEXAS
516 Ranch House Road * Willow Park, Texas 76087
Phone: 817-441-7108 * Fax: 817-441-8900



3485 CURRY LANE
ABILENE, TX 79608
325-885-1070
1508 SANTA FE DR, STE 203
WEATHERFORD, TX 76088
817-584-9880
FIRM# F-2448



WILLOW WOOD
STATION SCHEMATIC

CITY OF WILLOW PARK,
PARKER COUNTY, TEXAS
516 Ranch House Road • Willow Park, Texas 76087
Phone: 817-441-7108 • Fax: 817-441-6900



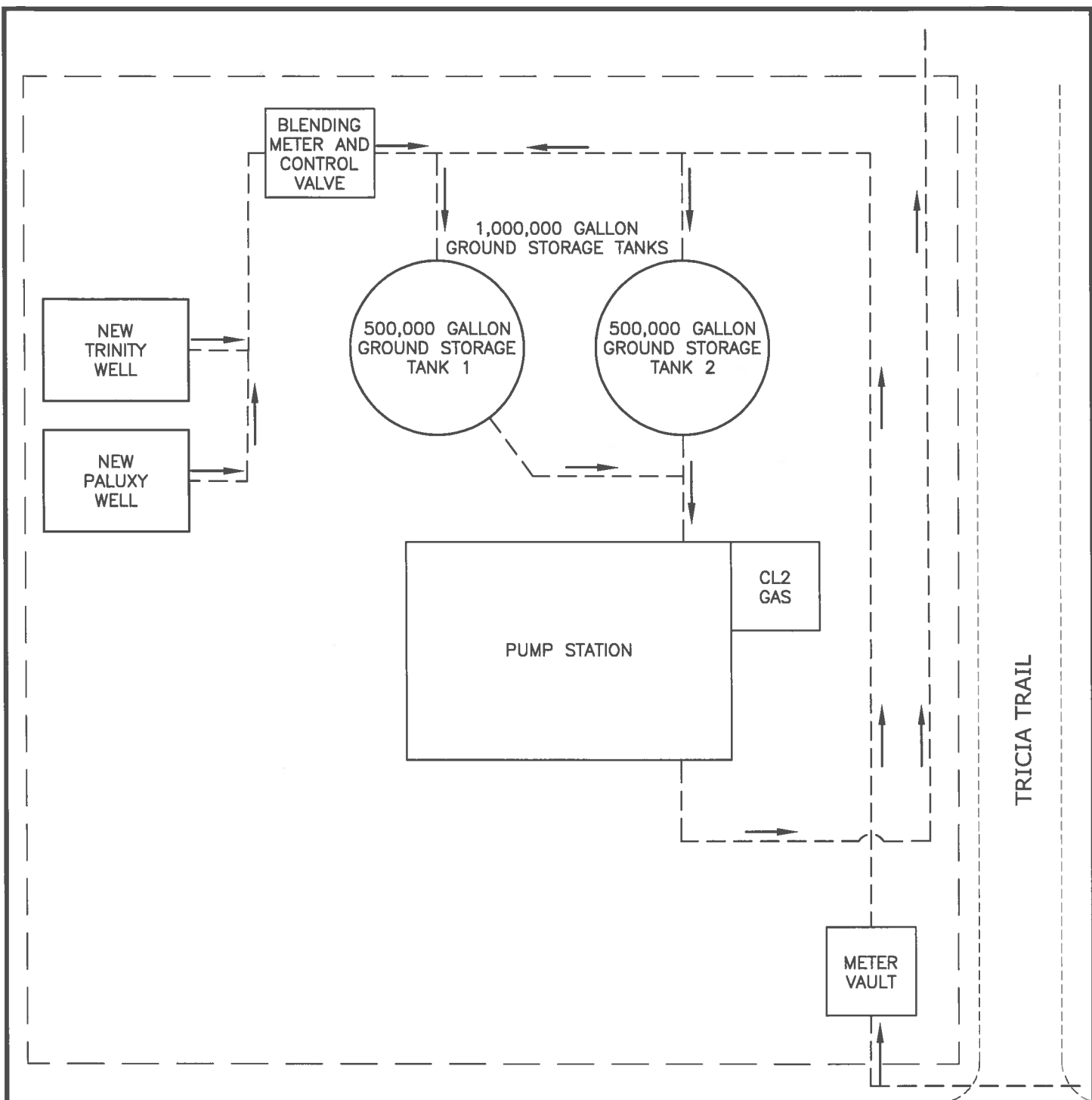
**JACOB
MARTIN**

3485 CURRY LANE
ABILENE, TX 79606
325-895-1070

1508 SANTA FE DR, STE 203
WEATHERFORD, TX 76086
817-584-9880

FIRM# F-2448

APPENDIX B – Proposed Surface Water Pump Station Schematic



IH 20 WESTBOUND

PROPOSED SURFACE SUPPLY

PUMP STATION SCHEMATIC

CITY OF WILLOW PARK,
PARKER COUNTY, TEXAS

518 Ranch House Road * Willow Park, Texas 76087
Phone: 817-441-7108 * Fax: 817-441-6900



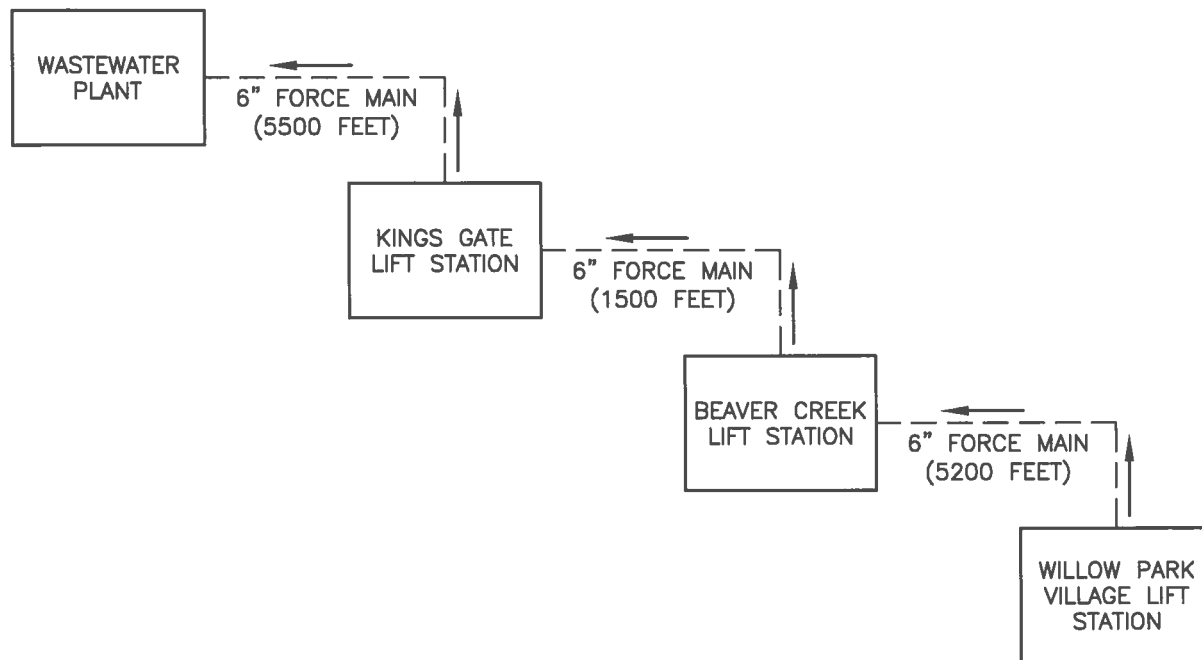
**JACOB
MARTIN**

3485 CURRY LANE
ABILENE, TX 79606
325-695-1070

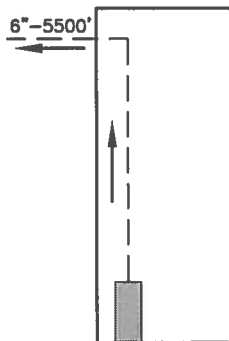
1508 SANTA FE DR, STE 203
WEATHERFORD, TX 76086
817-584-9880

FIRM# F-2448

APPENDIX C – Lift Station Schematic

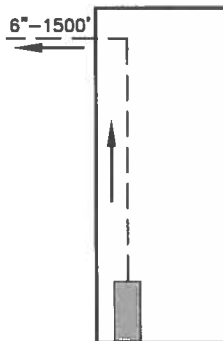


KINGS GATE
LIFT STATION



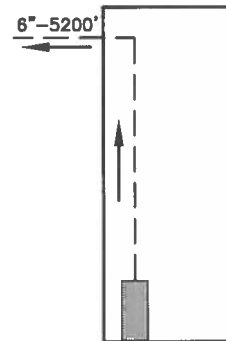
KINGS GATE LIFT STATION
3-25 H.P. PUMPS
FIRM PUMPING CAPACITY=512 G.P.M.

BEAVERS CREEK
LIFT STATION



BEAVERS CREEK LIFT STATION
3-20 H.P. PUMPS
FIRM PUMPING CAPACITY=556 G.P.M.

WILLOW PARK VILLAGE
LIFT STATION



WILLOW PARK VILLAGE LIFT STATION
3-35 H.P. PUMPS
FIRM PUMPING CAPACITY=438 G.P.M.

LIFT STATION SCHEMATIC

CITY OF WILLOW PARK,
PARKER COUNTY, TEXAS
516 Ranch House Road * Willow Park, Texas 76087
Phone: 817-441-7108 * Fax: 817-441-6900



3465 CURRY LANE
ABILENE, TX 79608
325-695-1070
1508 SANTA FE DR, STE 203
WEATHERFORD, TX 76086
817-594-9880
FIRM# F-2448



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: 4/11/17	Department: Fire	Presented By: Chief Mike LeNoir
---------------------------------	----------------------------	---

AGENDA ITEM:

To consider and act on Resolution No. 05-17, a Resolution authorizing the Fire Department to finance a fire truck.

BACKGROUND:

- Term Fire Truck is referring to purchasing of Ferrara Custom Cinder Rescue/Pumper.
- Amount Financed is \$406,651.00.
- Interest Rate of 3.28%.
- Term is 10 years.
- Annual payment of \$48,355.60.
- The financial provider is Government Capital Corporation (GCC).

STAFF/BOARD/COMMISSION RECOMMENDATION:

Approve Resolution No. 05-17.

EXHIBITS:

Proposed Resolution No. 05-17, Finance Contract No. 7744

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	\$406,651.00
	Source of Funding	General Fund

CITY OF WILLOW PARK

RESOLUTION 05-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS REGARDING A CONTRACT FOR THE PURPOSE OF FINANCING A “FIRE TRUCK.”

WHEREAS, the City of Willow Park (the “Issuer”) desires to enter into that certain Finance Contract No. 7744, by and between the City and Government Capital Corporation (“GCC”) for the purpose of financing a “Fire Truck.” The Issuer desires to designate this Finance Contract as a “qualified tax exempt obligation” of the Issuer for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS:

SECTION 1. That the Issuer will enter into a Finance Contract with GCC for the purpose of financing a “Fire Truck.”

SECTION 2. That the Finance Contract dated as of April 11, 2017, by and between the City of Willow Park and GCC is designated by the Issuer as a “qualified tax exempt obligation” for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

SECTION 3. That the Issuer will designate Richard Neverdousky, Mayor, as an authorized signer of the Finance Contract dated as of April 11, 2017, by and between the City of Willow Park and GCC.

PASSED AND APPROVED this 11th day of April, 2017.

ATTEST:

THE CITY OF WILLOW PARK, TEXAS

Candice Scott, Interim City Secretary

Richard Neverdousky, Mayor

The Willow Park City Council in acting on Resolution No. 05-17, did on the 11th day of April, 2017 vote as follows:

	<u>FOR</u>	<u>AGAINST</u>	<u>ABSTAIN</u>
Richard Neverdousky, Mayor	_____	_____	_____
Norman Hogue, Place 1	_____	_____	_____
Gene Martin, Place 2	_____	_____	_____
Greg Runnebaum, Place 3	_____	_____	_____
John Gholson, Place 4	_____	_____	_____
Marcy Galle, Place 5	_____	_____	_____

PUBLIC PROPERTY FINANCE ACT CONTRACT

THIS Public Property Finance Act Contract **No.7744** (hereafter referred to as the "Finance Contract") is dated as of **April 11, 2017**, by and between **Government Capital Corporation**, a Texas corporation (herein referred to as "GCC"), and the **City of Willow Park**, a political sub-division or agency of the State of Texas (hereinafter referred to as the "Issuer").

WITNESSETH: In furtherance of the providing by GCC of financing to the Issuer in connection with the Issuer's acquisition from Hall Buick GMC that is more fully described on EXHIBIT A attached hereto (the "Property"), and in consideration of the mutual covenants and conditions hereinafter set forth, pursuant to the provisions of the Public Property Finance Act, Chapter 271, Subchapter A, Texas Local Government Code, as amended (the "Act"), the parties agree as follows:

1. Term and Payments. The Issuer hereby covenants and agrees to pay to the order of GCC and GCC's successors and assigns those principal and interest installment amounts in those sums set forth on EXHIBIT B attached hereto (the "Payments") on or before those dates per installment that are more fully set forth on EXHIBIT B (the "Payment Dates"). It is acknowledged and understood that GCC may assign its rights hereunder to a third party and that notice of said assignment shall be provided to the Issuer and that the Issuer, thereafter, shall look to and consider said assignee as the party to whom all of the Issuer's duties hereunder are owed. The obligation of the Issuer to make the Payments shall not be subject to set-off, counterclaim, or recoupment to the extent permitted by law. The interest is calculated on the basis of a 30/360-day year on the unpaid principal amounts from the Schedule Date of the EXHIBIT B.

2. Security, Levy of Taxes, Budgeting.

(a) During the term of this Finance Contract, the Issuer covenants that prior to adopting a budget for any ensuing fiscal year it shall place in its proposed budget for such ensuing fiscal year an amount necessary to pay the Finance Contract Payments for such ensuing fiscal year, and that the final budget for each fiscal year shall set aside and appropriate out of Ad Valorem Taxes and other revenues and funds lawfully available therefore an amount sufficient to pay the Finance Contract Payments. The Issuer hereby agrees to assess and collect, a continuing direct annual Ad Valorem Tax on all taxable property within the boundaries of the Issuer, within the limitations prescribed by law, at a rate from year to year sufficient, together with such other revenues and funds lawfully available to the Issuer for the payment of the Payments, to provide funds each year to pay the Payments, full allowance being made for delinquencies and costs of collection. Such taxes and such revenues and funds in an amount sufficient to make the Payments are pledged to GCC and GCC's successors and assigns for such purpose as the same shall become due and payable under this Finance Contract.

(b) The Issuer waives all rights of set-off, recoupment, counterclaim and abatement against GCC and GCC's successors and assigns with respect to the amounts due under this Finance Contract, and the Issuer's obligation to pay amounts due under this Finance Contract is absolute and unconditional and not subject to set-off, recoupment, counterclaim or abatement for any reason whatsoever.

3. Deposit into the Payment Fund.

(a) Upon this Finance Contract taking effect the Issuer shall establish a Payment Fund, which shall be maintained by the Issuer as long as any Payments are unpaid. The Issuer hereby pledges the Payment Fund for the exclusive purpose of securing the Payments and shall apply the funds therein to the payment of Payments as such payments come due.

(b) Each year in which Payments come due, the Issuer shall, not later than the day preceding any such due date, deposit into the Payment Fund, from the Issuer's Ad Valorem taxes or other lawfully available funds (within the limits prescribed by law) an amount sufficient to make such payment. To the extent permitted by law, the Issuer hereby pledges its Ad Valorem tax as security for this obligation. To the extent required by the Texas Constitution for cities with a population of 5,000 or more, the Issuer agrees during each year of the term of this Finance Contract to assess and collect annually a sufficient sum to pay the greater of (1) interest on the debt created by this Finance Contract and a sinking fund of at least two percent of the principal amount of such debt, or (2) the payments required by Exhibit B attached hereto.

(c) The Payment Fund shall be depleted at least once a year except for a carryover amount not to exceed one twelfth (1/12) of the amount of the Payments expected to come due in the following year.

4. Taxes. The Issuer agrees to directly pay all taxes, insurance and other costs of every nature associated with its ownership of the Property.

5. The Issuer's Covenants and Representations. The Issuer covenants and represents as follows:

(a) The Issuer will provide an opinion of its counsel to the effect that, it has full power and authority to enter into this Finance Contract which has been duly authorized, executed, and delivered by the Issuer and is a valid and binding obligation enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Finance Contract have been, or will be, complied with in a timely manner;

(b) All Payments hereunder for the current fiscal period have been duly authorized and will be paid when due;

(c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of performance of, or expenditure of funds pursuant to this Finance Contract;

(d) The information supplied and statements made by the Issuer in any financial statement or current budget prior to or contemporaneously with this Finance Contract are true and correct;

(e) The Issuer has complied or will comply with all bidding/proposal laws applicable to this transaction and the purchase of the Property.

(f) No contract, rental agreement, lease-purchase agreement, payment agreement or contract for purchase under the Act to which the Issuer has been a party at any time during the past ten (10) years has been terminated by the Issuer as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which the Issuer has issued during the past ten (10) years.

(g) The Issuer will pay the Contract Payment Due by check, wire transfer, or ACH only.



GOVERNMENT CAPITAL
CORPORATION

Public Property Finance Act Contract for Cities & Counties

6. Use and Licenses. The Issuer shall pay and discharge all operating and other expenses of every nature associated with its use of the Property. The Issuer shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property.

7. Maintenance. The Issuer agrees to be solely responsible for all maintenance and operating costs of every nature associated with its ownership of the Property and the Issuer acknowledges that GCC or GCC's successors or assigns shall have no responsibility for the payment of any such costs.

8. Damage to or Destruction of Property. The Issuer shall bear the entire risk of loss, damage, theft, or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction, or other event shall release the Issuer from the obligation to pay the full amount of the payments or from any other obligation under this Finance Contract.

9. No Warranty. EXCEPT FOR REPRESENTATIONS, WARRANTIES, AND SERVICE AGREEMENTS RELATING TO THE PROPERTY MADE OR ENTERED INTO BY THE MANUFACTURERS OR SUPPLIERS OF THE PROPERTY, IF ANY, ALL OF WHICH ARE HEREBY ASSIGNED TO THE ISSUER, GCC HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO SPECIFICATION OR PURCHASE ORDER. All such risks shall be borne by the Issuer without in any way excusing it from its obligations under this Finance Contract, and GCC shall not be liable for any damages on account of such risks. All claims or actions on any warranty so assigned shall be made or prosecuted by the Issuer, at its sole expense, upon prior written notice to GCC. GCC or its assigns may, but shall have no obligation whatsoever to, participate in a claim on any warranty. Any recovery under such a warranty shall be made payable jointly to both parties.

10. Evidence of Indebtedness and Security Agreement.

(a) An executed copy of this Finance Contract shall evidence the indebtedness of the Issuer as provided herein and shall constitute a security agreement pursuant to applicable law, with GCC, its successors or assigns as the secured party. The grants, lien, pledge and security interest of GCC, its successors or assigns created herein shall become effective immediately upon and from the Delivery Date, and the same shall be continuously effective for so long as any Finance Contract Payments are outstanding.

(b) A fully executed copy of this Finance Contract and the proceedings authorizing same shall be kept at all times and shall be filed and recorded as a security agreement among the permanent records of the Issuer. Such records shall be open for inspection to any member of the general public and to any individual, firm, corporation, governmental entity or other person proposing to do or doing business with, or having or asserting claims against the Issuer, at all times during regular business hours.

(c) If, in the opinion of counsel to the Issuer or to GCC, its successors or assigns, applicable law ever requires filings additional to the filing pursuant to subsection (b) of this section in order to preserve and protect the priority of the grants, assignments, lien, pledge and security interest of GCC, its successors or assigns created herein as to all Payments, then the Issuer shall diligently and regularly make such filings to the extent required by law to accomplish such result.

11. Default and Remedies.

(a) Each of the following occurrences or events for the purpose of this Finance Contract is hereby declared to be an Event of Default:

(1) the failure to make payment of the Payment when the same becomes due and payable; or

(2) default in the performance or observance of any other covenant agreement or obligation of the Issuer, which default materially, adversely affects the rights of GCC or its successors or assigns, including, but not limited to, its prospect or ability to be repaid in accordance with this Finance Contract, and the continuation thereof for a period of 20 days after notice of such default is given by GCC or any successors or assigns of GCC to the Issuer.

(b) Remedies for Default.

(1) Upon the happening of any Event of Default, then and in every case GCC or its successors or assigns, or an authorized representative thereof, including, but not limited to, an attorney or trustee therefore, may proceed against the Issuer for the purpose of protecting and enforcing the rights of GCC or its successors or assigns under this Finance Contract, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of GCC or its successors or assigns or any combination of such remedies; provided that none of such parties shall have any right to declare the balance of the Finance Contract Payments to be immediately due and payable as a remedy because of the occurrence of an Event of Default.

(2) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy, and no delay or omission to exercise any right or power occurring upon any Event of Default shall impair any such right or power or be construed to be a waiver thereof and all such rights and powers may be exercised as often as may be deemed expedient.

(c) Remedies Not Exclusive.

(1) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under this Finance Contract or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Finance Contract, the right to accelerate the debt evidenced by this Finance Contract shall not be available as a remedy because of the occurrence of an Event of Default.

12. Assignment. Without GCC's prior written consent, the Issuer will not either (a) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Finance Contract or the Property or any interest in this Finance Contract or the Property; or (b) sublet or lend the Property or permit it to be used by anyone other than the Issuer or the Issuer's employees and other authorized users. GCC may assign its rights, title and interest in and to this Finance Contract, and any other documents executed with respect to this Finance Contract and/or grant or assign a security interest in this Finance Contract, in whole or in part. Such successors and assigns of GCC shall have the right to further grant or assign a security interest in this Finance Contract, as well as the rights to Payments hereunder, in whole or in part, to any third party. No assignment or reassignment of GCC's rights, title or interest in this Finance Contract shall be effective with regard to the Issuer unless and until the Issuer shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. The Issuer shall maintain written records of any assignments of the Finance Contract.

13. Personal Property. The Property is and shall at all times be and remain personal property, and will not be considered a fixture to any real property.

14. GCC's Right to Perform for The Issuer. If the Issuer fails to make any payment or perform or comply with any of its covenants or obligations hereunder, GCC or GCC's successors or assigns may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of the Issuer, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by GCC or GCC's successors or assigns in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate under the State of Texas law, shall be payable by the Issuer upon demand.

15. Interest on Default. If the Issuer fails to pay any Payment specified herein within twenty (20) days after the due date thereof, the Issuer shall pay to GCC or any successor or assigns of GCC, interest on such delinquent payment at the highest rate allowed by Texas law.

16. Notices. Any notices to be given or to be served upon any party hereto in connection with this Finance Contract must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after mailing. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Finance Contract or at such other address as either party may hereafter designate.

17. Prepayment.

(a) The Issuer shall have the right, at its option, to prepay the Finance Contract in whole, on any payment date, in accordance with the Early Redemption Value stated on Exhibit B of the Contract. Any additional principal payments will be applied to reduce the early redemption values as shown in Exhibit B to this Finance Contract.

(b) As condition precedent to the Issuer's right to make, and GCC or any successor or assigns of GCC's obligation to accept, any such prepayment, GCC or any successor or assigns of GCC shall have actually received notice at least thirty (30) days in advance of the Issuer's intent to exercise its option to prepay.

18. Continuing Disclosure. Specifically and without limitation, the Issuer agrees to provide audited financial statements, prepared by a certified public accountant not later than six (6) months after and as of the end of each fiscal year. Periodic financial statements shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures and changes in fund balances, from the beginning of the then fiscal year to the end of such period. These reports must be certified as correct by one of the Issuer's authorized agents. If the Issuer has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

19. Tax Exemption.

(a) The Issuer certifies that it does not reasonably anticipate more than \$10,000,000 of "tax-exempt obligations", including this Finance Contract will be issued by it and any subordinate entities during the 2017 calendar year. Further, the Issuer designates this Finance Contract as "qualified tax exempt obligations" under Section 265 (b) 3 of the Internal Revenue Code of 1986, as amended (the "Code") eligible for the exception contained in Section 265 (b) 3 (D) of the Code allowing for an exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations.

(b) The Issuer hereby represents and covenants that the proceeds of this Finance Contract are needed at this time to provide funds for the Issuer's purchase of the property for which this Finance Contract was executed and delivered, as specified in this Finance Contract; that (i) final disbursement of the proceeds of this Finance Contract will occur within three years from the Delivery Date, (ii) substantial binding obligations to expend at least five (5) percent of the net proceeds will be incurred within six months after the Delivery Date and (iii) the acquisition of such property will proceed with due diligence to completion; and that, except for the Escrow Agreement, if applicable, and the Payment Fund, no other funds or accounts have been or will be established or pledged to the payment of this Finance Contract.

(c) The Issuer will not directly or indirectly take any action or omit to take any action, which action or omission would cause the Finance Contract to constitute a "*private activity bond*" within the meaning of Section 141(a) of the Code.

(d) The Issuer will not take any action or fail to take any action with respect to the investment of the proceeds of this Finance Contract or any other funds of the Issuer, including amounts received from the investment of any of the foregoing, that would cause this Finance Contract to be an "*arbitrage bond*" within the meaning of such section 148 of the Code.

(e) There are no other obligations of the Issuer which are sold at substantially the same time as the Finance Contract, sold pursuant to the same plan of financing with the Finance Contract and are reasonably expected to be paid from substantially the same source of funds as the Finance Contract.

(f) The Issuer will not take any action, or as the case may be, knowingly omit to take any action within its control that, if taken or omitted, as the case may be, would cause the Finance Contract to be treated as "*federally guaranteed*" obligations for purposes of Section 149(b) of the Code.

(g) The Issuer will take all necessary steps to comply with the requirement that certain amounts earned by the Issuer on the investment of the "*gross proceeds*" of the Finance Contract (within the meaning of Section 148(f)(6)(B) of the Code), if any, be rebated to the federal government. Specifically, the Issuer will (i) maintain records regarding the investment of the gross proceeds of the Finance Contract as may be required to calculate and substantiate the amount earned on the investment of the gross proceeds of the Finance Contract and retain such records for at least six years after the day on which the last outstanding Finance Contract is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, including any specified method of accounting required by applicable regulations to be used for all or a portion of the gross proceeds, (iii) calculate, at such times as are required by applicable regulations, the amount earned from the investment of the gross proceeds of the Finance Contract and (iv) timely pay all amounts required to be rebated to the federal government. In addition, the Issuer will correct any errors within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, including interest thereon and penalty, if any, as may be necessary or appropriate to assure that interest on the Finance Contract is not includable in the gross income for federal income tax purposes.

(h) The Issuer will timely file with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Finance Contract on such form and in such place as the Secretary may prescribe. Notwithstanding any other provision of this Finance Contract, the Issuer's obligation under the covenants and provisions of this Section 19 shall survive the defeasance and discharge of this Finance Contract.

20. Miscellaneous.

(a) Time is of the essence. No covenant or obligations hereunder to be performed by the Issuer are waived, except by the written consent of GCC or its successors or assigns. GCC's or its successors or assigns' rights hereunder are cumulative and not alternative.

(b) This Finance Contract shall be construed in accordance with, and governed by the state of Texas laws.

(c) This Finance Contract constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both GCC and the Issuer.

(d) Any term or provision of this Finance Contract found to be prohibited by law or unenforceable shall not affect the legality the remainder of this Finance Contract.

(e) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever appropriate.

(f) The captions set forth herein are for convenience of reference only, and shall not define or limit any of the terms or provisions hereof.

(g) Issuer agrees to equitably adjust the payments payable under this Finance Contract if there is a determination by the IRS that the interest payable pursuant to this Finance Contract (as incorporated within the schedule of payments) is not excludable from income in accordance with the Internal Revenue Code of 1986, as amended, such as to make GCC and its assigns whole.

(h) Except as otherwise provided, this Finance Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Finance Contract.

(i) THIS CONTRACT IS EVIDENCE OF A PRIVATELY PLACED BANK LOAN, IS NOT IN REGISTERED FORM, AND MAY NOT BE TRANSFERRED TO BEARER. TRANSFERS OF THIS CONTRACT ARE NOT REGISTERED ON BOOKS MAINTAINED FOR THAT PURPOSE BY THE ISSUER.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Finance Contract as of the ____ day of _____ in the year 2017.

Government Capital Corporation

Authorized Signature
345 Miron Dr.
Southlake, TX 76092

Witness Signature_____

Print Name _____

Print Title _____

The Issuer: City of Willow Park

Richard Neverdousky, Mayor
516 Ranch House Road
Willow Park, TX 76087

Witness Signature_____

Print Name _____

Print Title _____

EXHIBIT A

Public Property Finance Act Contract **No.7744** (THE "FINANCE CONTRACT")

By And Between

Government Capital Corporation and ***the Issuer***, City of Willow Park

Dated as of April 11, 2017

QTY	DESCRIPTION
Personal Property	Property Cost: \$406,651.00 Payback Period: Ten (10) Annual Payments
Fire Truck	
One (1)	Custom Rescue Pumper Mounted on a Cinder Chassis

PROPERTY LOCATION:
Willow Park Fire Department
101 West Stagecoach Trail
Willow Park, TX 76087

EXHIBIT B

>> SCHEDULE OF PAYMENTS & EARLY REDEMPTION VALUE <<

PUBLIC PROPERTY FINANCE ACT CONTRACT **NO.7744** (THE "FINANCE CONTRACT")

BY AND BETWEEN

Government Capital Corporation and the **Issuer**, City of Willow Park

Schedule Dated as of April 21, 2017

PMT NO.	PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	EARLY REDEMPTION VALUE after pmt on this line
1	4/21/2018	\$48,355.60	\$13,338.15	\$35,017.45	N/A
2	4/21/2019	\$48,355.60	\$12,189.58	\$36,166.02	N/A
3	4/21/2020	\$48,355.60	\$11,003.33	\$37,352.27	\$303,553.01
4	4/21/2021	\$48,355.60	\$9,778.18	\$38,577.42	\$263,696.89
5	4/21/2022	\$48,355.60	\$8,512.84	\$39,842.76	\$222,724.80
6	4/21/2023	\$48,355.60	\$7,206.00	\$41,149.60	\$180,605.49
7	4/21/2024	\$48,355.60	\$5,856.29	\$42,499.31	\$137,306.84
8	4/21/2025	\$48,355.60	\$4,462.31	\$43,893.29	\$92,795.83
9	4/21/2026	\$48,355.60	\$3,022.61	\$45,332.99	\$47,038.51
10	4/21/2027	\$48,355.60	\$1,535.71	\$46,819.89	\$0.00
Grand Totals		\$483,556.00	\$76,905.00	\$406,651.00	

Interest Rate: 3.28%

INCUMBENCY CERTIFICATE

Public Property Finance Act Contract **No.7744** (THE "FINANCE CONTRACT")

By And Between

Government Capital Corporation and ***the Issuer***, City of Willow Park

Dated as of April 11, 2017

I, Candy Scott, do hereby certify that I am the duly elected or appointed and acting City Secretary, of City of Willow Park, Issuer, a political subdivision or agency of the State of Texas, duly organized and existing under the laws of the State of Texas, that I or my designee have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain Public Property Finance Act Contract No.7744, between City of Willow Park (the "Issuer") and Government Capital Corporation ("GCC").

Name

Title

Signature

Richard Neverdousky

Mayor

IN WITNESS WHEREOF, I have duly executed this certificate hereto this ____ day of _____, 2017.

By: _____
Candy Scott, City Secretary



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: 4/11/17	Department: Police	Presented By: Chief Carrie West
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AGENDA ITEM:

To consider approval of the Police Department Seizure Fund Budget.

BACKGROUND:

Money is placed into the State Asset Forfeiture Fund as a result of a seizure and subsequent forfeiture according to the Code of Criminal Procedure Chapter 59, Forfeiture of Contraband. These funds can be used for police equipment, uniforms, supplies, training and related travel expenses. Including the March 2017 deposit, the fund balance is \$37,291.12.

As required by statute, a budget for this fund has been prepared and is attached. Some of the items included are: a laptop or tablet for the Chief of Police, furnishing leather gear for all sworn personnel, subscription to Leads On-Line, Executive level management training, and the purchase of handguns to be issued to all sworn personnel. Also included is additional ammunition to ensure that all personnel are trained and qualified to carry the new department issued weapons.

In researching the implementation of Department issued handguns, a variety of material was reviewed. A simple questionnaire was submitted to the Leadership Command College Alumni list serve and the results were overwhelmingly in favor of the Glock brand of weapon. Glock was recommended due to the dependability and ease of maintenance. Armorer classes are frequent but there are very few problems reported with Glock. In addition, the majority of responses were in favor of the 9mm. Some of the reasons included improved accuracy with the weapon over larger calibers, and reduced costs in ammunition versus higher calibers. The FBI and other municipal agencies are moving or have already changed to the 9mm as the issued duty weapon. The ammunition is performing at or near the .40 caliber ammunition with less recoil. Many modern/professional police departments issue weapons to their sworn personnel. It has become one of the standards of a professional police agency. Issued weapons remain the property of the City and are subject to routine inspection to ensure the weapons have not been modified from the factory specifications. Issued weapons also allow for the interchangeability of ammunition when needed.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends approving the budget as submitted in the amount of \$25,810.12.

EXHIBITS:

Chapter 59 Budget

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	\$25,810.12
	Source of Funding	\$25,810.12
		100% from asset forfeiture (State) fund

Proposed Budget
Chapter 59 Seizure

Line Item / Description		Amount	
58203-007	Misc / Ammo Ammo	\$ 24.00	\$ 1,440.00
58201-007	Office Supplies	\$ 300.00	\$ 300.00
	Promotional Tests	\$ 600.00	\$ 600.00
Subtotal			\$ 900.00
58205-007	Minor Equip: Office Tablet or Laptop	Chief	\$ 1,500.00
58208-007	Uniforms	Leather Gear	
	Inner Belt	16 \$ 28.66	\$ 458.56
	Outer Belt	16 \$ 57.66	\$ 922.56
	Magazine pouch	16 \$ 30.17	\$ 482.72
	Pepper spray pouch	16 \$ 23.33	\$ 373.28
	Handcuff pouch	16 \$ 23.33	\$ 373.28
	Radio Holder	16 \$ 30.17	\$ 482.72
	Holster (Level 3)	16 \$ 131.26	\$ 2,100.16
	ASP Holder	16 \$ 31.00	\$ 496.00
	Safety Vest	16 \$ 34.99	\$ 559.84
	Baton Holder	16 \$ 31.00	\$ 496.00
	Handguns	21 \$ 425.00	\$ 8,925.00
Subtotal			\$ 15,670.12
58410-007	Subscriptions & Publications		
	Leads On Line	Investigative tool (6 mo pro-rated; 12 mo subscription)	\$ 2,250.00
58400-007	Travel and Training		
	FBI LEEDA	Chief & Captain	\$ 1,300.00
		Approximate per diem	\$ 500.00
Subtotal			\$ 4,050.00
Total Requested			\$ 25,810.12



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: 4/11/17	Department: Police	Presented By: Chief Carrie West
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AGENDA ITEM:

To consider and approve Resolution No. 03-17, a resolution to enter into a regional agreement with other area law enforcement agencies for the purpose of providing and receiving law enforcement assistance.

BACKGROUND:

There are approximately 119 agencies within the greater Dallas/Fort Worth area that are participating members. The resolution authorizes the City Administrator to enter into agreement with all of the other agencies for a mutual aid response and an Inter-jurisdictional Pursuit Policy Agreement. The City of Highland Park Department of Public Safety serves as the coordinating agency for the agreements and updates the list of participating agencies annually.

STAFF/BOARD/COMMISSION RECOMMENDATION:

List of participating agencies.

EXHIBITS:

Proposed Resolution 03-17.

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	N/A
	Source of Funding	N/A

CITY OF WILLOW PARK

RESOLUTION 03-17

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS
FORMING A REGIONAL LAW ENFORCEMENT MUTUAL AID TASK FORCE
AGREEMENT WITH OTHER AREA LAW ENFORCEMENT AGENCIES FOR THE
PURPOSE OF PROVIDING AND RECEIVING LAW ENFORCEMENT ASSISTANCE.**

WHEREAS, The City of Willow Park (“City”) desires to contribute to the protection and safety of citizens in this City and surrounding communities; and

WHEREAS, the legislature has authorized the formation of interlocal assistance agreements between and among the cities and their law enforcement agencies; and

WHEREAS, the City of Willow Park wishes to participate in an interlocal assistance agreement among local law enforcement agencies in the greater Dallas-Fort Worth North Texas area for the purpose of providing and receiving law enforcement assistance; and

WHEREAS, the City of Willow Park Police Department and other local law enforcement agencies have tentatively approved an interlocal assistance agreement to be known as the Greater Dallas-Fort Worth Regional Law Enforcement Mutual Aid Task Force Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS:

SECTION 1. That, the City Administrator is hereby authorized to execute the attached “Greater Dallas-Fort Worth Regional Law Enforcement Mutual Aid Task Force Agreement;” and

SECTION 2. That, this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Willow Park, and it is accordingly so resolved.

PASSED AND APPROVED this 11th day of April, 2017.

ATTEST:

THE CITY OF WILLOW PARK, TEXAS

Candice Scott, Interim City Secretary

Richard Neverdousky, Mayor

The Willow Park City Council in acting on Resolution No. 03-17, did on the 11th day of April, 2017 vote as follows:

	<u>FOR</u>	<u>AGAINST</u>	<u>ABSTAIN</u>
Richard Neverdousky, Mayor	_____	_____	_____
Norman Hogue, Place 1	_____	_____	_____
Gene Martin, Place 2	_____	_____	_____
Greg Runnebaum, Place 3	_____	_____	_____
John Gholson, Place 4	_____	_____	_____
Marcy Galle, Place 5	_____	_____	_____

**GREATER DALLAS-FORT WORTH REGIONAL
LAW ENFORCEMENT MUTUAL AID TASK FORCE
AGREEMENT**

1. Preamble:

WHEREAS, the governmental entities which are parties to this agreement desire to form a law enforcement mutual aid task force to cooperate in the investigation of criminal activity; enforcement of the laws of this State; and, to protect health, life and property from riot, disaster, threat of concealed explosives, unlawful assembly characterized by force and violence or threatened violence by groups three or more persons; and,

WHEREAS, Chapter 791, et. seq. of the Texas Government Code authorizes local Government entities to enter into Interlocal Contracts and Section 362.002 of the Texas Local Government Code specifically authorizes Mutual Aid Task Force agreements such as this agreement;

NOW, THEREFORE, it is mutually agreed by the parties hereto to enter into this Agreement upon the following terms:

2. Definitions:

The following terms shall have the following meanings when used in this Agreement:

“Law Enforcement Officer” means any commissioned peace Officer as defined under the Texas Code of Criminal Procedure.

“Member” means any local government entity, including the Dallas-Fort Worth International Airport Board (hereinafter “DFW Airport”), which is a party to this Agreement.

“Chief Law Enforcement Officer” means the Chief of Police or Director of Public Safety of a municipality of DFW Airport, or the Sheriff of a County.

“Requesting Member” means a member who requests law enforcement assistance from another member under this Agreement

“Responding member” means a member to whom a request for assistance is directed by a requesting member under this Agreement.

3. Name:

The members hereby form a mutual aid law enforcement task force to be named the Greater Dallas-Fort Worth Regional Law Enforcement Mutual Aid Task Force (hereinafter "Task Force")

4. Purpose:

The purpose of the Task Force is to cooperate in the investigation of criminal activity; enforcement of the laws of this State; and, to protect health, life and property from riot, disaster, threat of concealed explosives, unlawful assembly characterized by force, and violence or threatened violence by groups of three or more persons.

5. Request for Assistance:

Any request for assistance under this Agreement shall, when reasonably possible, include a statement of the amount and type of equipment and number of law enforcement personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched. However, the amount and type of equipment and number of personnel actually furnished by a responding member shall be determined by the responding member's chief law enforcement officer or his designee.

6. Response to Request for Assistance:

Responding members will assign law enforcement officers to perform law enforcement duties outside the responding members territorial limits, but within the territorial limits of a requesting member, subject to the responding member's determination of availability of personnel and discretion when:

- A. Such assignment is requested by the chief of law enforcement officer or his designee, of a requesting member, and
- B. The chief law enforcement officer. Or his designee, of the responding member has determined, in his sole discretion, that the assignment is necessary to fulfill the purposes of this agreement in providing police protection and services within the territorial limits of the requesting member.

7. Operational control:

All personnel of the responding member shall report to the requesting member's officer in tactical control at the location to which said law enforcement personnel have been dispatched and shall be under the operational command of the requesting member's chief law enforcement officer or his designee.

8. Release:

Law Enforcement Officers of the responding member will be released by the requesting member when their services are no longer necessary.

9. Withdrawal from Response:

The chief law enforcement officer, or his designee, of the responding member, in his sole discretion, may at any time withdraw the personnel and equipment of the responding member or discontinue participation in any activity initiated pursuant to this Agreement.

10. Qualifications of Office and Oath:

While any law enforcement officer regularly employed by a responding member is in the service of the requesting member under this Agreement, said law enforcement officer shall be deemed to be a peace officer of the requesting member and be under the command of the requesting member's chief law enforcement officer with all powers of a law enforcement officer of the requesting member as if said law enforcement officer were within the territorial limits of the governmental entity where said officer is regularly employed. The qualifications of office of said law enforcement officers where regularly employed shall constitute his or her qualifications for office within the territorial limits of the requesting member and no additional oath, bond or compensation shall required.

11. Right to Reimbursement:

Each party to this agreement, when providing services of personnel as a responding party, expressly waives the right to receive reimbursement for services performed or equipment utilized under this Agreement even though a request for such reimbursement may be made pursuant to Chapter 362 of the Texas Local Government Code.

12. Officer Benefits:

Any law enforcement officer or other police personnel assigned to the assistance of another member pursuant to this Agreement shall receive the same wage, salary, pension, and all other compensation in all other rights of employment in providing such service, including injury, death benefits and worker compensation benefits as well as any available insurance, indemnity or litigation defense benefits. Said benefits shall be the same as though the law enforcement officer or personnel in question had been rendering service within the territorial limits of the member where he or she is regularly employed. All wage and disability payments, including worker compensation benefits, pension payments, damage to equipment, medical expenses, travel, food and lodging shall be paid by the member which regularly employs the officer providing service pursuant to this Agreement in the same manner as though such service had been rendered within the limits of the member where such person or law enforcement officer is regularly employed. Each responding member shall remain responsible for the payment of salary and benefits as well as for legal defense of the responding member's officers or personnel when acting pursuant to this agreement.

13. Liability:

In the event that any person performing law enforcement services pursuant to this Agreement shall be named or cited as a party to any civil claim or lawsuit arising from the performance of their services, said person shall be entitled to the same benefits from their regular employer as they would be entitled to receive if such similar action or claim had arisen out of the performance of their duties as a member of the department where they are regularly employed and within the jurisdiction of the member by whom they are regularly employed. The Members hereby agree and covenant that each Member shall remain solely responsible for the legal defense and any legal liability due to the actions of an officer or other personnel regularly employed by said member. Nothing herein shall be construed to expand or enlarge the legal liability of a Member for any alleged acts or omissions of any employee beyond that which might exist in the absence of this Agreement. Nothing herein shall be construed as a waiver of any legal defense of any nature whatsoever to any claim against a Member or against an officer or employee of a Member.

14. Waiver of Claims:

Each party of this Agreement to its members respectively waives all claims against each and every other party or member for compensation from any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement even though such alleged damage may have or is alleged to have occurred as a result of alleged negligent or other tortious conduct of any party to this Agreement.

15. Immunity Not Waived:

The parties hereto expressly do not waive any immunity or other defenses to any civil claims with the execution of this agreement. It is understood and agreed that, by executing this Agreement, no party or member hereto waives, nor shall be deemed hereby to waive, any immunity or defense which otherwise is available in claims arising which are signs of or connection with, any activity conducted pursuant to this Agreement.

16. Venue:

Each party to this Agreement agrees that if legal action is brought under this Agreement, the venue shall lie in the county in which the defendant member is located, and if located in more than one county, then it shall lie in the county in which the principal offices of said defendant member are located. The Parties hereby stipulate and agree that this Agreement is to be construed and applied under Texas law.

17. Arrest Authority Outside Primary Jurisdiction:

It is expressly agreed and understood that a law enforcement officer employed by a responding party who performs activities pursuant to this Agreement may make arrests outside the jurisdiction in which said officer is regularly employed, but within the area covered by this Agreement; provided, however, that the law enforcement agency of the requesting jurisdiction

and/or the jurisdiction in which the arrest is made shall be notified of such arrest without unreasonable delay. The police officers employed by the parties this Agreement shall have such investigative or other law enforcement authority in the jurisdictional area encompassed by the members, collectively, to this Agreement as is reasonable and proper to accomplish the purposes for which a request for mutual aid assistance is made pursuant to this Agreement.

18. Clauses Severable:

The provisions of this Agreement are to be deemed severable such that should any one or more of the provisions or terms contained in this Agreement be, for any reason, held to be invalid, illegal, void, or unenforceable; such holding shall not affect the validity of any other provision or term herein and the agreement shall be construed as if such invalid, unenforceable, illegal or void provision or term did not exist.

19. Termination:

Any Party to this Agreement may terminate it's participation or rights and obligations as a Party by providing thirty (30) days written notice via certified mail to the Chief Law Enforcement Officer of every other Party. Should one Party terminate its participation in, or withdraw from, this Agreement, such termination or withdrawal shall have no effect upon the rights and obligations of the remaining Parties under this Agreement.

20. Effective Date:

This Agreement becomes effective immediately upon the execution by the Parties hereto and continues to remain in effective until terminated pursuant to Section 19 above.

21. Modification:

This Agreement may be amended or modified by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement. This instrument contains the complete agreement of the parties hereto and any oral modifications, or written amendments not incorporated to the Agreement, shall be of no force or effect to alter any term or condition herein.

22. Execution of Agreement:

This Agreement shall be executed by the duly authorized official of the respective Parties pursuant to approving resolutions of the governing body of the respective units of local government. Copies of said approving resolutions shall be attached hereto and made a part hereof. This agreement may be executed in multiple original copies by the respective Parties.

23. Compliance with Law:

The Parties shall observe and comply with all applicable Federal, State and Local laws, rules, ordinances and regulations that affect the provision of services provided herein.

24. Interjurisdictional Pursuit Agreement:

The Parties hereto expressly understand and agree that this agreement does not in any way modify or restrict the procedures or guidelines which are followed by any law enforcement agency or Member pursuant to the Inter-Jurisdictional Pursuit Policy Agreement to which some Members or their law enforcement agencies, may be parties.

To the extent any provisions of, or action taken pursuant to, the Inter-Jurisdictional Pursuit Policy Agreement may be construed to conflict with the terms and conditions of this Agreement, the terms of the Inter-Jurisdictional Pursuit Policy Agreement shall control as to those particular actions.

25. Coordinating Agency:

The parties hereby agree that the Highland Park Department of Public Safety shall serve as the Coordinating Agency of the Agreement. The Chief Law Enforcement Officer, or his designee, of said Coordinating Agency shall maintain on file executed originals of this Agreement, related resolutions or orders of the Parties and other records pertaining to this Agreement. Said Coordinating Agency shall notify all members of the identity of the current Parties hereto every twelve (12) months.

Executed and entered into on this _____ day of _____, 2017, by:

Member Agency: Willow Park Police Department

Authorized official: _____

Printed name: Scott Wall

Title: City Administrator

Date of governing body approving resolution: _____

INTER-JURISDICTIONAL PURSUIT POLICY AGREEMENT

I. General Considerations

- A. If the reason or nature of a pursuit is in conflict with an agency's pursuit policy, that agency may decline to participate in the pursuit even though that agency's assistance has been requested.
- B. Any agency involved in the pursuit may, in its discretion, choose to terminate its involvement in a pursuit at any time.
- C. The purpose and intent of this agreement is to coordinate law enforcement response to the emergency conditions caused by vehicular pursuits. This agreement is not to be construed to limit the legal authority of any law enforcement agency or officer. Nor is this agreement to be construed to impose any standard of conduct or care upon any officer or agency beyond that existing under applicable law. This agreement is intended by the participating agencies to be in full force and effect as the general order of each such participating agency.

II. Notifications

- A. Before entering another jurisdiction, or as soon as practical, the pursuing agency will, if reasonably possible, notify the other jurisdictional agency of the following information:
 - 1. A pursuit has entered or is about to enter their jurisdiction.
 - 2. The location and direction of travel.
 - 3. The primary offense for which the vehicle and occupants are wanted.
 - 4. The vehicle license number and complete description of vehicle and occupants.
 - 5. The number and description of pursuing units as well as their relative location to the vehicle being pursued.
 - 6. Whether or not assistance is needed.
- B. As appropriate, the initial agency will notify the jurisdictional agency that the pursuit is: (1) leaving the jurisdiction; (2) has been discontinued; or, (3) has ceased and of the ending location.

III. Control of the Pursuit

- A. The initiating agency will have control of and will be responsible for the pursuit. Other agencies will not participate unless requested to assist.
- B. A total of no more than (3) vehicles from the combined jurisdictions will be involved in any pursuit unless the controlling supervisor from the originating agency requests or approves additional assistance. At least one of the three involved units should, if practical, be a supervisor. One additional unit from the jurisdiction through which the pursuit is proceeding may trail the pursuit by keeping the pursuit in sight from a distance to assist officers if needed.

IV. Prohibited Practices

- A. The intentional use of roadblocks designed to stop the pursued vehicle unless necessary to protect against the imminent death or serious injury to an officer or another person.
- B. Intentional bumping or ramming of the pursued vehicle unless necessary to protect against the imminent death or serious bodily injury to an officer or another person.
- C. Intentionally forcing the pursued vehicle off the roadway unless necessary to protect against the imminent death or serious bodily injury to an officer or another person.
- D. Pursuing a vehicle the wrong way on a one-way street to the wrong way on a divided roadway.
- E. Shooting at the pursued vehicle, unless necessary to protect against the imminent death or serious bodily injury to an officer or another person.
- F. Deployment or use of “stop sticks” or “road spikes” unless the officer deploying the device has been appropriately trained in said deployment and the deploying officer is authorized to deploy the device by his employing agency.

V. Responsibilities

A. Initiating Agency

1. Arrest and custody of the persons charged.
2. Arraignment of arrested persons.
3. Disposition of any passenger.
4. Disposition of the arrested persons vehicle.
5. Coordination of all reports related to the arrest, citations and criminal charges.

B. Agency of Primary Jurisdiction

1. Reporting of any traffic collision(s) that occur as a result of a pursuit.
2. As a matter of professional courtesy, a supervisor from the agency where the pursuit ceases will respond to the location to offer immediate assistance at the scene and to determine any pertinent information regarding the pursuit.

On behalf of the Agency or Entity reflected below, I agree to follow the terms and conditions of this Agreement.

WILLOW PARK POLICE DEPARTMENT

Participating Agency

Chief Law Enforcement Officer

Carrie West
Printed name

Chief of Police
Title

Date

Updated: 04/21/2016					
<u>MUTUAL AID</u>	<u>Executed</u>	<u>RESOLUTION</u>	<u>Executed</u>	<u>PURSUIT</u>	<u>Date Signed</u>
Addison PD	3/14/2003	Addison PD	3/11/2003	Addison PD	12/3/2002
Allen PD	10/22/2002	Allen PD	10/22/2002	Allen PD	10/22/2002
Alvarado PD	10/22/2002	Alvarado PD	10/21/2002	Alvarado PD	10/22/2002
Argyle PD	12/16/2013	Argyle PD	12/16/2013		
Arlington PD	11/19/2002	Arlington PD	11/19/2002	Arlington PD	11/19/2002
Azle PD	04/15/2003	Azle PD	04/15/2003	Azle PD	04/16/2003
Balch Springs PD	5/12/2006	Balch Springs PD	5/8/2006	Balch Springs PD	5/12/2006
Bartonville PD	12/17/2013	Bartonville PD	12/17/2013		
Bedford PD	10/22/2002	Bedford PD	10/22/2002	Bedford PD	10/30/2002
Bells PD	9/11/2002	Bells PD	10/8/2002	Bells PD	9/11/2002
Blue Mound PD	11/19/2002	Blue Mound PD	11/19/2002	Blue Mound PD	10/29/2002
Boyd PD	2/7/2012	Boyd PD	2/7/2012	Boyd PD	2/10/2012
Bridgeport PD	5/6/2003	Bridgeport PD	5/6/2003	Bridgeport PD	5/6/2003
Burleson PD	10/24/2002	Burleson PD	10/24/2002	Burleson PD	9/27/2002
Carrollton PD	04/01/2003	Carrollton PD	04/01/2003	Carrollton PD	10/16/2002
Cedar Hill PD	9/10/2002	Cedar Hill PD	9/10/2002	Cedar Hill PD	10/15/2002
Cedar Hill ISD PD	10/12/2004	Cedar Hill ISD PD	10/12/2004	Cedar Hill ISD PD	10/12/2004
Celina PD	11/9/2004	Celina PD	11/9/2004	Celina PD	11/9/2004
Celina ISD	4/19/2016	Celina ISD	4/18/2016		
Cleburne PD	9/29/2003	Cleburne PD	9/23/2003	Cleburne PD	9/29/2003
Cockrell Hill PD	2/12/2003	Cockrell Hill PD	2/11/2003	Cockrell Hill PD	11/5/2005
Colleyville PD	11/6/2002	Colleyville PD	11/6/2002	Colleyville PD	11/6/2002
Collin Co. College Dist.	11/22/2005	Collin Co. College Dist.	11/22/2005		
Collin Co. SO	1/28/2003	Collin Co. SO	12/20/2002	Collin Co. SO	1/17/2003
Collinsville PD	10/14/2002	Collinsville PD	10/14/2002	Collinsville PD	10/17/2002
Coppell PD	9/24/2002	Coppell PD	9/24/2002	Coppell PD	9/24/2002
Corinth PD	11/6/2008	Corinth PD	11/6/2008	Corinth PD	11/6/2008
Corsicana PD	10/1/2002	Corsicana PD	10/1/2002		
Crowley PD	4/1/2004	Crowley PD	4/1/2004	Crowley PD	4/19/2004
Dallas PD	6/27/2003	Dallas PD	6/11/2003	Dallas PD	1/14/2004
DCCC District PD	4/3/2007	DCCC District PD	4/3/2007		
Dallas Co. SO	11/26/2006	Dallas Co. SO	11/21/2006	Dallas Co. SO	11/11/2003
Dallas Co. Constable	9/16/2002				
Dalworthington Gardens	9/19/2002	Dalworthington Gardens	9/19/2002		
Decatur PD	3/24/2003	Decatur PD	3/24/2003	Decatur PD	3/28/2003
Denison PD	10/21/2002	Denison PD	10/21/2002	Denison PD	10/30/2002
Denton PD	9/17/2002	Denton PD	9/17/2002	Denton PD	9/17/2002
Denton Co. S.O.	7/17/2007	Denton Co. SO	7/17/2007	Denton Co. SO	7/17/2007
Desoto PD	10/1/2002	Desoto PD	10/1/2002	Desoto PD	10/2/2002
DFW Internat'l Airport	1/23/2007	DFW Internat'l Airport	12/8/2006	DFW Internat'l Airport	3/20/2008
Double Oak PD	2/17/2004	Double Oak PD	2/17/2004	Double Oak PD	2/17/2004
Duncanville PD	10/1/2002	Duncanville PD	10/1/2002	Duncanville PD	9/19/2002
Eules PD	9/24/2002	Eules PD	9/24/2002	Eules PD	9/24/2002
Fairview PD	5/4/2004	Fairview PD	5/4/2004	Fairview PD	5/4/2004
Farmers Branch PD	12/13/2002	Farmers Branch PD	11/18/2002	Farmers Branch PD	10/15/2002
Ferris PD	10/30/2008	Ferris PD	10/30/2008	Ferris PD	10/30/2008
Flower Mound PD	3/17/2003	Flower Mound PD	3/17/2003	Flower Mound PD	3/17/2003
Forest Hills PD	12/14/2006	Forest Hills PD	12/14/2006		
Ft. Worth PD	10/27/2003	Ft. Worth PD	10/21/2003		
Frisco PD	11/18/2002	Frisco PD	11/5/2002	Frisco PD	5/16/2008
Garland PD	3/2/2004	Garland PD	3/2/2004	Garland PD	2/20/2004
Glen Heights PD	5/6/2003	Glen Heights PD	5/6/2003	Glenn Heights PD	4/24/2003
Grand Prairie PD	9/19/2002	Grand Prairie PD	9/17/2002	Grand Prairie PD	9/23/2002
Grapevine PD	9/17/2002	Grapevine PD	9/23/2002	Grapevine PD	9/17/2002
Greenville PD	10/22/2002	Greenville PD	10/22/2002	Greenville PD	10/23/2002

Haltom City PD	8/25/2003	Haltom City PD	8/25/2003	Haltom City PD	8/28/2003
<u>MUTUAL AID</u>	<u>Executed</u>	<u>RESOLUTION</u>	<u>Executed</u>	<u>PURSUIT</u>	<u>Date Signed</u>
Heath PD	10/3/2002	Heath PD	10/3/2002		
Hickory Creek PD	12/4/2003	Hickory Creek PD	12/13/2003	Hickory Creek PD	12/9/2003
Highland Park DPS	9/3/2002	Highland Park DPS	9/3/2002	Highland Park DPS	9/3/2002
Highland Village PD	1/14/2003	Highland Village PD	1/14/2003	Highland Village PD	1/28/2003
Hudson Oaks PD	3/27/2003	Hudson Oaks PD	3/27/2003	Hudson Oaks PD	3/28/2003
Hurst PD	05/21/2003	Hurst PD	05/21/2003	Hurst PD	05/20/2003
Hutchins PD	5/17/2010	Hutchins PD	5/17/2010		
Irving PD	10/10/2002	Irving PD	10/10/2002	Irving PD	9/27/2002
Joshua PD	8/12/2003	Joshua PD	8/12/2003	Joshua PD	8/12/2003
Justin PD	8/13/2012	Justin PD	8/13/2012	Justin PD	8/13/2012
Keller PD	10/1/2002	Keller PD	10/1/2002	Keller PD	10/24/2002
Kennedale PD	8/28/2003	Kennedale PD	8/28/2003	Kennedale	8/18/2003
Lake Dallas PD	6/10/2005	Lake Dallas PD	6/9/2005	Lake Dallas PD	6/14/2005
Lake Worth PD	10/9/2002	Lake Worth PD	10/8/2002	Lake Worth PD	10/11/2002
Lancaster PD	9/23/2002	Lancaster PD	9/23/2002	Lancaster PD	10/16/2002
Lavon Marshal's Office	11/18/2005	Lavon Marshal's Office	11/15/2005		
Lavon PD	11/21/2005	Lavon PD	11/15/2005		
Little Elm PD	12/1/2015	Little Elm	12/1/2015	Little Elm PD	12/14/2006
Lewisville PD	3/3/2003	Lewisville PD	3/3/2003	Lewisville PD	3/3/2003
Mansfield PD	5/26/2015	Mansfield PD	5/26/2015	Mansfield PD	5/26/2015
McKinney PD	11/19/2002	McKinney PD	11/19/2002	McKinney PD	5/11/2004
Melissa PD	12/14/2004	Melissa PD	12/14/2004	Melissa PD	12/14/2004
Mesquite PD	11/8/2002	Mesquite PD	11/4/2002	Mesquite PD	11/11/2002
Murphy PD	7/7/2003	Murphy PD	08/04/2003	Murphy PD	7/7/2003
Northlake PD	4/14/2005	Northlake PD	4/14/2005	Northlake PD	1/6/2011
North Richland Hills	2/24/2003	North Richland Hills	2/24/2003	North Richland Hills	5/2/2003
Ovilla PD	11/9/2015	Ovilla PD	11/9/2015	Ovilla PD	11/12/2015
Pantego PD	11/11/2002	Pantego PD	11/11/2002	Pantego PD	11/7/2002
Parker PD	8/9/2005	Parker PD	8/9/2005	Parker PD	8/9/2005
Pecan Hill PD	5/16/2006	Pecan Hill PD	5/16/2006	Pecan Hill PD	2/20/2007
Plano PD	9/20/2002	Plano PD	9/23/2002	Plano PD	9/16/2002
Princeton PD	11/2/2004	Princeton PD	10/26/2004	Princeton PD	11/2/2004
Prosper PD	11/12/2002	Prosper PD	11/12/2002	Prosper PD	10/22/2002
Red Oak PD	11/16/2005	Red Oak PD	11/14/2005	Red Oak PD	11/14/2005
Reno PD	4/18/2006	Reno PD	4/17/2006	Reno PD	4/17/2006
Richardson PD	1/14/2003	Richardson PD	1/13/2003	Richardson PD	12/23/2002
Richland Hills PD	12/10/2002	Richland Hills PD	12/10/2002	Richland Hills PD	12/16/2002
River Oaks PD	9/24/2002	River Oaks PD	9/24/2002	River Oaks PD	9/24/2002
Roanoke PD	7/22/2003	Roanoke PD	7/22/2003	Roanoke PD	7/22/2003
Rockwall PD	10/22/2002	Rockwall PD	10/21/2002	Rockwall PD	10/22/2002
Rockwall Co. SO	1/24/2005	Rockwall Co. SO	1/24/2005	Rockwall Co. SO	1/24/2005
Rowlett PD	9/17/2002	Rowlett PD	9/17/2002	Rowlett PD	10/23/2002
Royse City PD	3/9/2005	Royse City PD	3/8/2005	Royse City PD	3/9/2005
Runaway Bay PD	5/21/2003	Runaway Bay PD	5/20/2003	Runaway Bay PD	5/21/2003
Sachse PD	3/4/2003	Sachse PD	3/3/2003	Sachse PD	2/10/2003
Saginaw PD	10/1/2002	Saginaw PD	10/1/2002	Saginaw PD	9/9/2002
Seagoville PD	3/5/2009	Seagoville PD	3/5/2009	Seagoville PD	3/2/2009
Sherman PD	9/16/2002	Sherman PD	9/16/2002	Sherman PD	9/5/2002
Southlake PD	10/1/2002	Southlake PD	10/1/2002	Southlake PD	10/2/2002
				Tarrant Co. SO	8/14/2009
Terrell PD	1/3/2006	Terrell PD	1/3/2006	Terrell PD	5/31/2006
TWU DPS	11/10/2008				
The Colony PD	11/4/2002	The Colony PD	11/4/2002	The Colony PD	12/30/2002
Trophy Club DPS	5/16/2005	Trophy Club DPS	5/16/2005		
University North Texas	7/3/2008				

University Park PD	9/5/2002	University Park PD	9/5/2002	University Park PD	9/24/2002
Watauga DPS	12/8/2003	Watauga DPS	12/8/2003	Watauga DPS	12/8/2003
Waxahachie PD	9/16/2002	Waxahachie PD	9/16/2002		
Weatherford PD	1/14/2003	Weatherford PD	1/14/2003	Weatherford PD	3/5/2003
Westworth PD	9/10/2002	Westworth PD	9/10/2002	Westworth PD	9/10/2002
Whitesboro PD	10/8/2002	Whitesboro PD	10/8/2002	Whitesboro PD	10/8/2002
White Settlement PD	1/14/2003	White Settlement PD	1/14/2003	White Settlement PD	1/15/2003
Wise Co. SO	6/2/2003	Wise Co. SO	6/2/2003		



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: 4/11/17	Department: Legislative	Presented By: Scott Wall
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AGENDA ITEM:

To consider and approve Oncor Rate Increase Resolution No. 04-17, a Resolution suspending the requested rate change.

BACKGROUND:

The City of WP participated in a Steering Committee of Cities served by Oncor. This Steering Committee works together for the benefit of challenging electric rate increases. It is beneficial to WP to participate, so the Oncor rate increases are challenged by experts that could not be hired with limited resources.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Approve the attached Resolution.

EXHIBITS:

Proposed Resolution 04-17.

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	N/A
	Source of Funding	N/A

CITY OF WILLOW PARK

RESOLUTION 04-17

RESOLUTION OF THE CITY OF WILLOW PARK SUSPENDING THE APRIL 21, 2017, EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE.

WHEREAS, on or about March 17, 2017, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the City of Willow Park a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective April 21, 2017; and

WHEREAS, the City of Willow Park is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 156 similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to getting reasonable rates and direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking proceedings are to be reimbursed by the regulated utility.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS:

1. That the April 21, 2017 effective date of the rate request submitted by Oncor on or about March 17, 2017, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.
2. As indicated in the City's resolution approving membership in the Steering Committee, the Executive Committee of Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.
3. That the City's reasonable rate case expenses shall be reimbursed by Oncor.

4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.
5. A copy of this Resolution shall be sent to Oncor, Care of Howard Fisher, Oncor Electric Delivery Company, LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this 11th day of April, 2017.

ATTEST:

THE CITY OF WILLOW PARK, TEXAS

Candice Scott, Interim City Secretary

Richard Neverdousky, Mayor

The Willow Park City Council in acting on Resolution No. 04-17, did on the 11th day of April, 2017 vote as follows:

	<u>FOR</u>	<u>AGAINST</u>	<u>ABSTAIN</u>
Richard Neverdousky, Mayor	_____	_____	_____
Norman Hogue, Place 1	_____	_____	_____
Gene Martin, Place 2	_____	_____	_____
Greg Runnebaum, Place 3	_____	_____	_____
John Gholson, Place 4	_____	_____	_____
Marcy Galle, Place 5	_____	_____	_____



Stephen N. Ragland
Vice President
Regulatory

March 17, 2017

City of Willow Park
101 Stagecoach
Willow Park, TX 76087

To the Honorable Mayor for the City of Willow Park:

Attached for filing please find a Petition and Statement of Intent of Oncor Electric Delivery Company LLC ("Oncor") for Authority to Change Rates in accordance with PURA § 36.102. This rate request is identical to those being filed today with other regulatory authorities and affects all customers served by Oncor.

Enclosed is a single volume that contains the Petition and Statement of Intent filed with the Public Utility Commission of Texas ("Commission") (including a Summary of Proposed Rates by Customers and Rate Class), proposed tariffs, and summaries of testimony.

As a regulatory authority with jurisdiction over Oncor's rates, operations and services within your city limits, Oncor is requesting that the City take action with regard to this rate change request as expeditiously as possible. If the City does not act to either suspend the effective date for 90 days or take a final action prior to the effective date of April 21, 2017, the rates would be considered approved by operation of law. It is Oncor's intent to have system-wide rates in effect and towards that end intends to appeal to the Commission any action taken by the City, and request consolidation into one proceeding at the Commission. Once the appeal is granted, the City would have standing as a party to participate fully in the proceeding at the Commission.

Should you have any questions concerning this filing, or would like to request a copy of the full 13 volume rate filing package, please contact your Oncor local area manager.

Very truly yours,

A handwritten signature in black ink that reads "Stephen N. Ragland". The signature is written in a cursive, flowing style.

Oncor
1616 Woodall Rodgers Freeway
Dallas, Texas 75202
Tel: 214.486.5255
steve.ragland@oncor.com

Receipt Acknowledged by:

Title: _____

Date: _____

City of Willow Park

Petition and Statement of Intent of Oncor Electric Delivery Company LLC for Authority
to Change Rates

**APPLICATION OF ONCOR ELECTRIC § BEFORE THE
DELIVERY COMPANY LLC FOR § GOVERNING BODY OF THE CITY OF
AUTHORITY TO CHANGE RATES § WILLOW PARK**

**PETITION AND STATEMENT OF INTENT OF
ONCOR ELECTRIC DELIVERY COMPANY LLC
FOR AUTHORITY TO CHANGE RATES**

TO THE HONORABLE GOVERNING BODY OF THE CITY OF WILLOW PARK:

COMES NOW Oncor Electric Delivery Company LLC ("Oncor" or "Company"), an electric utility within the terms of the Public Utility Regulatory Act, Texas Utilities Code Title 2 ("PURA"),¹⁹⁹ and hereby submits this Petition and Statement of Intent ("Petition"), respectfully showing the following:

I. INTRODUCTION AND REQUESTED ACTION

In accordance with PURA § 36.102 and P.U.C. PROC. R. 22.243, Oncor hereby files this Petition and related materials demonstrating that Oncor's existing rates do not permit the Company to recover its reasonable cost of service and earn a reasonable return.

The Company has prepared its filing on a system-wide basis using actual January 1, 2016 through December 31, 2016 test year books and records, adjusted for known and measurable changes, and using traditional and widely-accepted ratemaking principles. The proposed revenue requirement and rate design are factually supported, and the Company strongly believes that an increase is appropriate and justified. Therefore, Oncor is hereby requesting that the Honorable Governing Body approve the changes in the Company's rates proposed in this proceeding. A detailed Summary of Proposed Rates by Customers and Rate Class is included as Exhibit 1 to this Petition. Simultaneous with this filing, Oncor is filing a system-wide rate case and related Rate Filing Package ("RFP") with the Public Utility Commission of Texas ("Commission"), *Application of Oncor Electric Delivery Company LLC for Authority to Change Rates* ("Commission Petition").

¹⁹⁹ Tex. Util. Code Ann. §§ 11.001-66.017 (Vernon 2007 & Supp. 2010).

II. CONTACT INFORMATION AND AUTHORIZED REPRESENTATIVES

Oncor's business address and telephone numbers are:

Oncor Electric Delivery Company LLC
1616 Woodall Rodgers Freeway
Dallas, Texas 75202-1234
(888) 313-6862

Oncor's authorized representative is:

E. Allen Nye, Jr
Oncor Electric Delivery Company LLC
1616 Woodall Rodgers Freeway
Dallas, Texas 75202-1234
Telephone: (214) 486-3008
Facsimile: (214) 486-3221

Oncor's legal representatives in this proceeding are:

Matthew C. Henry
JoAnn Biggs
Vinson & Elkins LLP
Trammell Crow Center
2001 Ross Avenue, Suite 3700
Dallas, Texas 75201-2975
Telephone: (214) 220-7700
Facsimile: (214) 486-3221

and

Howard V. Fisher
Oncor Electric Delivery Company LLC
1616 Woodall Rodgers Freeway
Dallas, Texas 75202-1234
Telephone: (214) 486-3026
Facsimile: (214) 486-3221

General inquiries concerning this filing should be directed to Mr. Stephen Ragland at the above-stated Oncor address and 214-486-5255. All pleadings, motions, orders, and other documents filed in this proceeding should be served upon Mr. Henry at the above-stated address.

III. JURISDICTION

Each municipality in Oncor's service area that has not ceded jurisdiction to the Commission has exclusive original jurisdiction over the rates, operations, and services of Oncor in such municipality pursuant to PURA § 33.001. Oncor is filing this Petition

with all of its original jurisdiction cities, a list of which is included as Exhibit 3 to the Commission Petition included in this package. The Commission has exclusive jurisdiction over the rates, operations, and services of Oncor in areas outside municipalities pursuant to PURA § 32.001(a)(1) and for those municipalities that have ceded jurisdiction to the Commission pursuant to PURA § 33.002(b). A list of such municipalities is included as Exhibit 2 to the attached Commission Petition.

Oncor anticipates that it will appeal the actions of its original jurisdiction cities to the Commission and that it will seek consolidation of those appeals with the pending Commission Petition. It is Oncor's intention to seek one set of system-wide rates for all customer classes served on the Oncor system.

IV. EFFECTIVE DATE

The proposed effective date of the requested rate change is April 21, 2017 which is 35 days after the filing of this Petition as allowed under PURA § 36.102.

V. TEST YEAR

The test year upon which this filing is based is the 12-month period from January 1, 2016 through December 31, 2016.

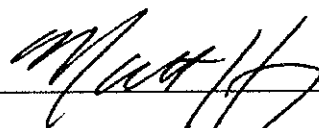
VI. FILING OVERVIEW

This filing consists of a cover letter, this Petition (including Exhibit 1 - Summary of Proposed Rates by Customers and Rate Class), table of contents, the Petition filed with the Commission and the Exhibits thereto, proposed tariffs, and testimony summaries.

WHEREFORE, PREMISES CONSIDERED, Oncor respectfully prays that this Honorable Governing Body approve and authorize the changes in the Company's rates proposed herein and grant Oncor such other and further relief to which it may be justly entitled.

Respectfully submitted,

Oncor Electric Delivery Company LLC

By: _____

Matthew C. Henry
State Bar No. 00790870
JoAnn Biggs
State Bar No. 02312400
Vinson & Elkins LLP
Trammell Crow Center
2001 Ross Avenue, Suite 3700
Dallas, Texas 75201-2975
Telephone: (214) 220-7700
Facsimile: (214) 486-3221

Howard V. Fisher
State Bar No. 07051500
Oncor Electric Delivery Company LLC
1616 Woodall Rodgers Freeway
Dallas, Texas 75202-1234
Telephone: (214) 486-3026
Facsimile: (214) 486-3221

**ATTORNEYS FOR ONCOR ELECTRIC
DELIVERY COMPANY LLC**

Mr. Brocato's Direct Line: (512) 322-5857
Email: tbrocato@lglawfirm.com

MEMORANDUM

TO: Steering Committee of Cities Served by Oncor Members
FROM: Geoffrey Gay
Thomas Brocato *T.B.*
DATE: March 17, 2017
RE: Oncor Electric Delivery Company's Statement of Intent to Increase Rates
Suspension Packet

ACTION REQUIRED TO SUSPEND THE EFFECTIVE DATE BY APRIL 21, 2017

Earlier today, Oncor filed a Statement of Intent to Increase Rates with all cities in its service area that retain original jurisdiction. The Company is seeking to increase rates by approximately \$317 million over rates currently in place, or approximately 7.5% over present revenues. Residential customers would see an 11.8% increase in rates. If approved, a residential customer using 1000 kWh per month would see a bill increase of about \$6.68 per month. Additionally, the Company proposes to increase street lighting rates by 0.5%.

The rate increase requested by Oncor will become effective on April 21, 2017, unless the city takes action to suspend the effective date. The statute permits cities to extend the effective date by up to 90 days in order to study the filing. **The city must take action to suspend the effective date by April 21, 2017.** If your city does not have a regular council meeting scheduled before April 21st or is otherwise unable to take action on the suspension resolution by April 21st, please contact me as soon as possible.

Attached to this memo is a model suspension resolution and staff report. In the past, Oncor local managers have provided cities with a model denial resolution and may recommend that the city immediately deny the rate request. If this occurs, we do not recommend that you deny the request at this time. Suspending the effective date allows cities more time to review the application and decide on the final action, including settlement or denial of Oncor's requested rate increase.

The Steering Committee of Cities Served by Oncor will hold a conference call of all Steering Committee members later this month to discuss Oncor's rate request. During the call there will also be an opportunity for Steering Committee members to discuss strategy with Steering Committee consultants and attorneys.

If you have any questions, please feel free to contact Thomas (512/322-5857, tbrocato@lglawfirm.com).

STEERING COMMITTEE CITIES SERVED BY ONCOR (Total 156)

Addison	Fate	Oak Leaf
Allen	Flower Mound	Oak Point
Alvarado	Forest Hill	Odessa
Andrews	Fort Worth	O'Donnell
Anna	Frisco	Ovilla
Archer City	Frost	Palestine
Argyle	Gainesville	Pantego
Arlington	Garland	Paris
Azle	Glenn Heights	Plano
Bedford	Grand Prairie	Pottsboro
Bellmead	Granger	Prosper
Belton	Grapevine	Ranger
Benbrook	Haltom City	Rhome
Beverly Hills	Harker Heights	Richardson
Big Spring	Haslet	Richland
Breckenridge	Heath	Richland Hills
Bridgeport	Henrietta	River Oaks
Brownwood	Hewitt	Roanoke
Buffalo	Highland Park	Robinson
Burkburnett	Honey Grove	Rockwall
Burleson	Howe	Rosser
Caddo Mills	Hurst	Rowlett
Cameron	Hutto	Sachse
Canton	Iowa Park	Saginaw
Carrollton	Irving	Sansom Park
Cedar Hill	Jolly	Seagoville
Celina	Josephine	Sherman
Centerville	Justin	Snyder
Cleburne	Kaufman	Southlake
Coahoma	Keller	Springtown
Colleyville	Kennedale	Stephenville
Collinsville	Kerens	Sulphur Springs
Colorado City	Killeen	Sunnyvale
Comanche	Krum	Sweetwater
Commerce	Lake Worth	Temple
Coppell	Lakeside	Terrell
Copperas Cove	Lamesa	The Colony
Corinth	Lancaster	Trophy Club
Crowley	Lewisville	Tyler
Dallas	Lindale	University Park
Dalworthington Gardens	Little Elm	Venus
DeLeon	Little River Academy	Waco
De Soto	Malakoff	Watauga
Denison	Mansfield	Waxahachie
Duncanville	McKinney	Westover Hills
Early	Mesquite	White Settlement
Eastland	Midland	Wichita Falls
Edgecliff Village	Midlothian	Willow Park
Ennis	Murchison	Woodway
Euless	Murphy	Wylie
Everman	New Chapel Hill	
Fairview	North Richland Hills	
Farmers Branch	Northlake	

MODEL STAFF REPORT

*****ACTION MUST BE TAKEN TO SUSPEND THE EFFECTIVE DATE ON OR BEFORE APRIL 21, 2017*****

PURPOSE

Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on or about March 17, 2017 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by \$317 million or approximately 7.5% over present revenues. The Company asks the City to approve an 11.8% increase in residential rates and a 0.5% increase in street lighting rates. If approved, a residential customer using 1000 kWh per month would see a bill increase of about \$6.68 per month.

The resolution suspends the April 21, 2017 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved.**

DISCUSSION

The City of _____ is a member of a 156-city coalition known as the Steering Committee of Cities Served by Oncor ("Steering Committee"). The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s when cities served by the former TXU gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Empowered by city resolutions and funded by *per capita* assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for the last 30 years.

Although Oncor has increased rates many times over the past few years, this is the first comprehensive base rate case for the Company since January, 2011.

Explanation of "Be It Resolved" Paragraphs:

Section 1. The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective for any legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as "the maximum period allowed by law" rather than ending by a specific date. This is because the Company controls the effective date and can extend the

deadline for final city action to increase the time that the City retains jurisdiction if necessary to reach settlement on the case. If the suspension period is not otherwise extended by the Company, the City must take final action on Oncor's request to raise rates by April 21, 2017.

Section 2. This provision authorizes the Steering Committee, consistent with the City's resolution approving membership in the Steering Committee, to act on behalf of the City at the local level in settlement discussions, in preparation of a rate ordinance, on appeal of the rate ordinance to the PUC, and on appeal to the Courts. Negotiating clout and efficiency are enhanced by the City cooperating with the Steering Committee in a common review and common purpose. Additionally, rate case expenses are minimized when the Steering Committee hires one set of attorneys and experts who work under the guidance and control of the Executive Committee of the Steering Committee.

Section 3. The Company will reimburse the Steering Committee for its reasonable rate case expenses. Legal counsel and consultants approved by the Executive Committee of the Steering Committee will submit monthly invoices that will be forwarded to Oncor for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting a suspension resolution.

Section 4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

Section 5. This section provides that both Oncor and Steering Committee counsel will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY OF _____
SUSPENDING THE APRIL 21, 2017, EFFECTIVE DATE OF
ONCOR ELECTRIC DELIVERY COMPANY'S
REQUESTED RATE CHANGE TO PERMIT THE CITY
TIME TO STUDY THE REQUEST AND TO ESTABLISH
REASONABLE RATES; APPROVING COOPERATION
WITH THE STEERING COMMITTEE OF CITIES SERVED
BY ONCOR TO HIRE LEGAL AND CONSULTING
SERVICES AND TO NEGOTIATE WITH THE COMPANY
AND DIRECT ANY NECESSARY LITIGATION AND
APPEALS; FINDING THAT THE MEETING AT WHICH
THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC
AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS
RESOLUTION TO THE COMPANY AND LEGAL
COUNSEL FOR THE STEERING COMMITTEE**

WHEREAS, on or about March 17, 2017, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the City of _____ a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective April 21, 2017; and

WHEREAS, the City of _____ is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 156 similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to getting reasonable rates and direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking proceedings are to be reimbursed by the regulated utility.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF _____, TEXAS:

1. That the April 21, 2017 effective date of the rate request submitted by Oncor on or about March 17, 2017, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

2. As indicated in the City's resolution approving membership in the Steering Committee, the Executive Committee of Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

3. That the City's reasonable rate case expenses shall be reimbursed by Oncor.

4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

5. A copy of this Resolution shall be sent to Oncor, Care of Howard Fisher, Oncor Electric Delivery Company, LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this the _____ day of _____, 2017.

Mayor, City of _____

ATTEST:



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: 4/11/17	Department: Legislative	Presented By: Mayor Pro Tem Martin
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AGENDA ITEM:

To approve Ordinance No. 751-17 changing the appointment and supervision of the City Attorney.

BACKGROUND:

The City Attorney by Ordinance is appointed and supervised by City Administrator. Mr. Martin has asked that the Council change the responsibility for appointment and supervision of the City Attorney to the City Council.

STAFF/BOARD/COMMISSION RECOMMENDATION:**EXHIBITS:**

Proposed Ordinance No. 751-17.

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	N/A
	Source of Funding	N/A

CITY OF WILLOW PARK

ORDINANCE 751-17

AN ORDINANCE OF THE CITY OF WILLOW PARK, TEXAS, AMENDING CHAPTER 8, PERSONNEL OF THE CODE OF ORDINANCES, BY AMENDING ARTICLES 8.601, CHANGING THE APPOINTMENT AND SUPERVISION OF THE CITY ATTORNEY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has determined that the City Attorney should be appointed by and report to the City Council;

WHEREAS, the City Council has determined that the City Administrator should be the Chief Administrative Officer of the City;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS:

Chapter 8, Section 8.601 of the Code of Ordinances shall be amended to read as follow:

“Article 8.600 OFFICE OF CITY ATTORNEY

Article 8.601. Creation of Office.

The Office of City Attorney is hereby established. The head of the office shall be the City Attorney, who shall be appointed by the City Administrator and hold office at the pleasure of the City Administrator. The City Attorney shall receive such compensation as may be fixed by the City Administrator and the City Attorney shall not be an elected official...”

SECTION 3. SEVERABILITY

If for any reason any section, paragraph, subdivision, clause, phrase or provision of this Ordinance shall be held invalid, it shall not affect any valid provisions of this or any other Ordinance of the City of Willow Park to which these rules and regulations relate.

SECTION 4. EFFECTIVE DATE

This Ordinance shall take effect from and after the date of its passage.

PASSED AND APPROVED this 11th day of April, 2017.

ATTEST:

THE CITY OF WILLOW PARK, TEXAS

Candice Scott, Interim City Secretary

Richard Neverdousky, Mayor

The Willow Park City Council in acting on Ordinance No. 751-17, did on the 11th day of April, 2017 vote as follows:

	<u>FOR</u>	<u>AGAINST</u>	<u>ABSTAIN</u>
Richard Neverdousky, Mayor	_____	_____	_____
Norman Hogue, Place 1	_____	_____	_____
Gene Martin, Place 2	_____	_____	_____
Greg Runnebaum, Place 3	_____	_____	_____
John Gholson, Place 4	_____	_____	_____
Marcy Galle, Place 5	_____	_____	_____