



**City of Willow Park
Regular Meeting Agenda
Municipal Complex
516 Ranch House Rd, Willow Park, TX 76087
Tuesday, October 09, 2018 at 7:00 p.m.**

Call to Order

Invocation & Pledge of Allegiance

Clark Boshier, Pastor, Willow Park Baptist Church will conduct our invocation.

The pledge of allegiance will be led by Girl Scout Troop 4801.

Presentations & Proclamations

1. Fire Prevention Week

Public Comments (Limited to five minutes per person)

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

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

Consent Agenda

All matters listed in the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be a separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

- A. Approve City Council Meeting Minutes – September 11 & 18, 2018

Regular Agenda Items

1. Discussion: Presentation by Derek Turner – Update on Water Well Rehab Project and Ranch House Road Project.
2. Discussion/ Action: To Consider and Act on a request to rezone from R-1 Single Family District to R-3 Multifamily District (8.08 acres) and C Commercial District (3.61 acres), 11.69 acres J. Ozer Survey, Abstract No. 1029, City of Willow Park, Parker County, Texas, located at 8892 East Bankhead Hwy.
 - a. Open Public Hearing
 - b. Close Public Hearing
 - c. Take action on Ordinance 778-18
3. Discussion/ Action: To consider and take action on a Preliminary Plat of an 11.69-acre tract J. Ozer Survey, Abstract No. 1029, City of Willow Park, Parker County, Texas.
4. Discussion/ Action: To consider and take action on a request to rezone from PD/HR Planned Development - Horse Racing to R-5 Single Family Medium Density District, 11.17 acres John Froman Survey, Abstract No. 471, City of Willow Park, Parker County, Texas and being a portion of Lot 1, Block 2, Trinity Meadows Addition, City of Willow Park, Texas, located on the Northeast corner of Meadow Place Drive and Kings Gate Road.

- a. Open Public Hearing
 - b. Close Public Hearing
 - c. Take action on Ordinance 779-18
5. Discussion/ Action: To consider and take action on a Preliminary Plat of an 11.17-acre tract John Froman Survey, Abstract No. 471, City of Willow Park, Parker County, Texas and being a portion of Lot 1, Block 2, Trinity Meadows Addition, City of Willow Park, Texas.
6. Discussion/ Action: To consider and take action on a Preliminary Plat of a 140.302 acre tract A. McCarver Survey, Abstract No. 910; W. Franklin Survey, Abstract No. 458; I. Hendley Survey, Abstract No. 619; M. Edwards Survey, Abstract No. 1955; and J. Froman Survey, Abstract No. 471, City of Willow Park, Parker County, Texas.
7. Discussion/ Action: To consider and take action on a Final Plat of a Replat of Willow Park Business Plaza Addition being 5.45 acres John Cole Survey, Abstract No. 218; John Phelps Survey, Abstract No. 1046; and the Heirs of Francisco Sanchez Survey, Abstract No. 2347 and being a Replat of Lot 1, Block 1, Fawcett Addition, City of Willow Park, Parker County, Texas.
8. Discussion/ Action: To consider and take action to : a) authorize the City to dedicate an approximately 1.277 acre tract of land to be used as right-of-way for the proposed Crown Point Boulevard; b) authorize the City to accept the dedication from the Willow Park Baptist Church of an approximately 1.154 acre tract of land to be used as right-of-way for the proposed Crown Point Boulevard; and c) approve an agreement between the City and Willow Park Baptist Church of Texas to exchange 0.77 acre tracts of land adjacent to the proposed Crown Point Boulevard.

9. Discussion/ Action: To consider and take action to retain an audit firm for FY 2017-2018.
10. Discussion/ Action: To consider and take action on an Interlocal Agreement for Funding, Construction and Maintenance of Water Supply Facilities between the City and the City of Hudson Oaks.
11. Discussion/ Action: To consider and take action to review and amend the Financial and Investment Policy.
12. Discussion/ Action: To consider and approve a Change Order to delete ribbon curbs and other related items from certain side streets on the Ranch House Road Project.
13. Discussion/ Action: To consider and take action on MOU with TxDOT.
14. Discussion/ Action: To consider and take action on Resolution 2018-09, designating the official newspaper for Fiscal Year 2018-2019.
15. Discussion/ Action: To consider and take action on the 2018-2019 City holiday schedule.
16. Discussion/ Action: To consider and take action to authorize City Administrator to sell a milling machine to Holt Equipment and purchase from Holt Equipment, a backhoe and mini excavator, through the Buy Board Purchasing Cooperative.

Executive Session

§ 551.071. Texas Government Code. Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of

Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

A. Any Posted Item

Informational

A. Mayor & Council Member Comments

B. City Manager's Comments

Adjournment

I certify that the above notice of this meeting posted on the bulletin board at the municipal complex of the City of Willow Park, Texas on or before October 5, 2018 at 5:00 p.m.

Alicia Smith TRMC, CMC
City Secretary

If you plan to attend this public meeting and you have a disability that requires special arrangements at this meeting, please contact City Secretary's Office at (817) 441-7108 ext. 6 or fax (817) 441-6900 at least two (2) working days prior to the meeting so that appropriate arrangements can be made.

This public notice was removed from the official posting board at the Willow Park City Hall on the following date and time:

By: _____
City Secretary's Office
City of Willow Park, Texas



Proclamation
Recognizing October 7-13, 2018
as
“Fire Prevention Week”

WHEREAS, *the city of Willow Park, Texas is committed to ensuring the safety and security of all those living in and visiting Willow Park; and*

WHEREAS, *U.S. fire departments responded to 365,500 home fires in 2015, according to the National Fire Protection Association (NFPA); and*

WHEREAS, *U.S. home fires resulted in 2,560 civilian deaths in 2015, representing the majority (78 percent) of all U.S. fire deaths; and*

WHEREAS, *many of today’s products and furnishings produce toxic gases and smoke when burned, making it impossible to see and breathe within moments; and*

WHEREAS, *home fire escape plans should be developed by all members of the household; and*

WHEREAS, *practicing a home fire escape plan twice a year ensures that everyone in the household knows what to do in a real fire situation;*

WHEREAS, *Willow Park’s first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and*

NOW, THEREFORE, I, Doyle Moss, Mayor of Willow Park do hereby proclaim October 7-13, 2018, as Fire Prevention Week throughout this community. I urge all the people of Willow Park to develop a home fire escape plan with all members of the household and practice it twice a year, and to participate in the many public safety activities and efforts of Willow Park’s fire and emergency services during the month of October, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of Willow Park, Texas, to be affixed this the 9th day of October, 2018.

Doyle Moss, Mayor



**City of Willow Park
Regular Council Meeting Minutes
Municipal Complex
516 Ranch House Rd, Willow Park, TX 76087
Tuesday, September 4, 2018 at 6:06 p.m.**

Call to Order

Mayor ProTem Hogue called the meeting to order at 6:30 pm.

Determination of Quorum

Present:

Mayor ProTem Norman Hogue

Councilmember Amy Fennell

Councilmember Greg Runnebaum

Councilmember Lea Young

Councilmember Gary McKaughan

Absent:

Mayor Doyle Moss

Staff Present:

City Administrator Bryan Grimes

City Secretary Alicia Smith

Public Hearing

1. Public Hearing Opened at 6:30 pm
 - a. Citizen Jim Stanley asked questions about the proposed budget and tax rate.
 - b. Citizen Fred McCulley asked questions about the proposed budget and tax rate.

Adjournment

Motion made by Councilmember Runnebaum

To adjourn

Seconded by Councilmember Fennell

Aye votes: Councilmembers Hogue, Fennell, Runnebaum and McKaughan

Motion passed with a vote of 4-0

APPROVED:

Doyle Moss, Mayor
City of Willow Park, Texas

ATTEST:

Alicia Smith TRMC CMC, City
Secretary
City of Willow Park, Texas



**City of Willow Park
Public Hearing Meeting Minutes
Municipal Complex
516 Ranch House Rd, Willow Park, TX 76087
Tuesday, September 11, 2018 at 6:30 p.m.**

Call to Order

Mayor ProTem Hogue called the meeting to order at 6:30 pm.

Determination of Quorum

Present:

Mayor ProTem Norman Hogue

Councilmember Amy Fennell

Councilmember Greg Runnebaum

Councilmember Lea Young

Councilmember Gary McKaughan

Absent:

Mayor Doyle Moss

Staff Present:

City Administrator Bryan Grimes

City Secretary Alicia Smith

Public Hearing

1. Public Hearing Opened at 6:38 pm

Marcy Galle voiced concerns on budget.

Public Hearing was closed at 6:50pm

Adjournment @ 6:51pm

Motion made by Councilmember Fennell

To adjourn

Seconded by Councilmember Runnebaum

Aye votes: Mayor Pro Tem Hogue, Councilmembers Hogue, Fennell, Runnebaum and
McKaughan

Motion passed with a vote of 5-0

APPROVED:

Doyle Moss, Mayor
City of Willow Park, Texas

ATTEST:

Alicia Smith TRMC CMC, City
Secretary
City of Willow Park, Texas



**City of Willow Park
Regular Council Meeting Minutes
Municipal Complex
516 Ranch House Rd, Willow Park, TX 76087
Tuesday, September 11, 2018 at 7:00 p.m.**

Call to Order

Mayor Pro Tem Norman Hogue called the meeting to order at 7:05 pm.

Determination of Quorum

Present:

Mayor Pro Tem Norman Hogue

Councilmember Amy Fennell

Councilmember Greg Runnebaum

Councilmember Lea Young

Councilmember Gary McKaughan

Absent:

Mayor Doyle Moss

Staff Present:

City Administrator Bryan Grimes

City Secretary Alicia Smith

City Attorney Pat Chesser

Invocation & Pledge of Allegiance

Scott Marsh, Outreach Pastor, Trinity Bible Church, led the invocation and pledge to the U.S. flag.

Public Comments

Citizens participating:

None

Consent Agenda

- A. Approve City Council Meeting Minutes – August 14, August 21 & September 4, 2018
Motion made by Councilmember McKaughan
To approve the minutes from the August 14, August 21 & September 4, 2018, meetings.
Seconded by Councilmember Young
Aye votes: Councilmembers Hogue, Fennell, Runnebaum, Young and McKaughan
Motion passed with a vote of 5-0

Regular Agenda Items

1. Motion made by Councilmember Fennell
To adopt a Site Plan for a professional office building on Lot 1 R, Block 5R, El Chico Addition, located at 4971 E I 20 Service Rd.

Seconded by Councilmember Runnebaum
Aye votes: Mayor ProTem Hogue, Councilmembers Fennell, Runnebaum, Young and McKaughan
Motion passed with a vote of 5-0

2. Motion made by Councilmember McKaughan
To approve a Site Plan for a Bank and professional office building on Lot 3R, Block C, Crown Pointe Addition, located at 100 Crown Pointe Blvd

Seconded by: Councilmember Young
Aye votes: Mayor Pro tem Hogue, Councilmembers Fennell, Young and McKaughan
Motion passed with a vote of 5-0

3. Motion made by Councilmember Runnebaum
To approve a Site Plan Addendum for a Youth Worship Addition to Christ Chapel Bible Church - West located at 3910 E I 20 Service Rd.
Seconded by Councilmember McKaughan
Aye votes: Mayor ProTem Hogue, Councilmembers Fennell, Runnebaum, Young and McKaughan
Motion passed with a vote of 5-0

4. Motion made by Councilmember Young

To approve a Final Plat of Lot 3, 4, 5, Block 1, Squaw Creek West Addition, City of Willow Park, Parker County, Texas.

Seconded by Mayor ProTem Hogue

Aye votes: Mayor ProTem Hogue, Councilmembers Fennell, Runnebaum, Young and McKaughan

Motion passed with a vote of 5-0

5. Discussion was held on Concept Plan for Willow Park Baptist Church located on a 35.816-acre tract of land, Wesley Franklin Survey Abstract No. 468, City of Willow Park, Parker County, Texas.

6. Motion made by Councilmember Runnebaum

To approve a Request for Proposal for audit services for Fiscal Year 2017-2018.

Seconded by Councilmember Fennell

Aye votes: Mayor ProTem Hogue, Councilmembers Fennell, Runnebaum, Young and McKaughan

Motion passed with a vote of 5-0

7. Motion made Councilmember Fennell

To allow the donation of surplus fire department equipment to a Volunteer Fire Department in need.

Seconded by Councilmember Runnebaum

Aye votes: Mayor ProTem Hogue, Councilmembers Fennell, Runnebaum, Young and McKaughan

Motion passed with a vote of 5-0

8. Motion made by Councilmember McKaughan

To approve Resolution 2018-8, approving the purchase of new radio equipment for Fire and Police Departments.

Seconded by Councilmember Fennell

Aye votes: Mayor ProTem Hogue, Councilmembers Fennell, Runnebaum, Young and McKaughan

Motion passed with a vote of 5-0

9. Motion made by Councilmember Runnebaum

To approve two Access and Lease Agreements with LinXus Internet to place antennas on City Water Towers located at Fox Hunt Trail and Circle Court.

Seconded by Councilmember Fennell

Aye votes: Mayor ProTem Hogue, Councilmembers Fennell, Runnebaum, Young and McKaughan

Motion passed with a vote of 5-0

Adjournment@ 8:10 pm

Motion made by Councilmember Runnebaum

To adjourn

Seconded by Councilmember McKaughan

Aye votes: Mayor ProTem Hogue, Councilmembers Fennell, Runnebaum, Young and McKaughan

Motion passed with a vote of 5-0

APPROVED:

Doyle Moss, Mayor
City of Willow Park, Texas

ATTEST:

Alicia Smith TRMC CMC, City
Secretary
City of Willow Park, Texas



P & Z AGENDA ITEM BRIEFING SHEET

Meeting Date: September 25, 2018	Department: Development Services	Presented By: Betty Chew
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AGENDA ITEM: 2

Zoning Change request to rezone from R-1 Single Family District to R-3 Multifamily District (8.08 acres) and C Commercial District (3.61 acres), 11.69 acres J. Ozer Survey, Abstract 1029, City of Willow Park, Parker County, Texas, located at 8892 East Bankhead Hwy.

BACKGROUND:

This property was annexed in January of this year. All property when annexed is zoned R-1 until permanently zoned. The property owner is requesting permanent zoning.

The property is located in Planning Area 5, as identified in the City's Comprehensive Plan. Planning Area 5 is the far southern sector of Willow Park. The area is largely vacant with the exception of a large lot residential subdivision on the western side and a manufactured home park on the eastern side. The area should continue to be primarily residential. Bankhead Highway serves as the east-west arterial thoroughfare for the south side of Willow Park. Higher density residential options are desired as a buffer between commercial areas along Interstate 20 and lower density residential neighborhoods.

The proposed commercial zoning (3.61 acres) would be consistent with the existing development along the south side of Bankhead Highway in the area and also serve as a buffer for the mobile home development to the east.

The proposed multifamily zoning would serve as a buffer for the commercial uses as well as the mobile home park.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff supports a recommendation for approval of the zoning request for permanent zoning as requested by the property owner.

The Planning and Zoning Commission recommends rezoning the property to R-3 Multi-family District (8.08 Acres) and C Commercial District (3.61 acres).

EXHIBITS:

Zoning Application
Survey Plat
Future Land Use Map
Ordinance 778-18

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



City of Willow Park
516 Ranch House Road
Willow Park, Texas 76087
Phone: (817) 441-7108 · Fax: (817) 441-6900

ZONING CHANGE REQUIREMENTS

Name of Applicant: BARRON-STARK CONSULTING ENGINEERS, LP

Mailing Address: 6221 SOUTHWEST BLVD., #100, FORT WORTH, TX 76132

817-231-8114 Street City State Zip
Phone: 817-296-9550 Fax: 817-231-8144 Email: cynthias@barronstark.com
chucks@barronstark.com

Property Owner: BAR-KO LAND COMPANY, LLC c/o BRYSON ADAMS

Mailing Address: 2121 McCLENDON ROAD, WEATHERFORD, TX 76088

Street City State Zip
Phone: 817-253-2494 Fax: _____ Email: _____


Location of property requesting to be re-zoned: E. BANKHEAD HWY @ WILLOW BEND DRIVE

Intended Use of property: 'MF' APARTMENTS & 'C' COMMERCIAL

Current Zoning District: SITUATED IN THE CITY OF WILLOW PARK

Requested Zoning District: 8.08 ACRES 'MF' (R-3) 3.61 ACRES 'C' COMMERCIAL

Specific reason for zoning request: RE-ZONING FOR FUTURE DEVELOPMENT

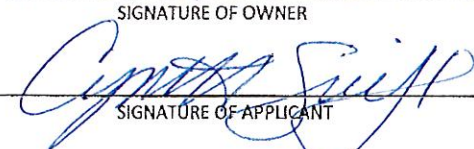
FEES: \$150 (Residential)  Additional fees (if applicable): _____
\$150 (Non-Residential) Additional fees (if applicable): _____

Any reasonable fees and/or costs which are required by the City of Willow Park for a proper review of this request are the sole responsibility of the applicant. Such fees or costs shall include, but are not limited to engineering reviews, legal opinions, building/property inspections and/or testing(s).

SEE ATTACHED "LETTER OF AUTHORIZATION" 06/13/18

SIGNATURE OF OWNER

DATE


SIGNATURE OF APPLICANT

DATE

06/13/18

If the property owner is represented by another, a notarized letter of authorization must be submitted.

11.23 ACRES SITUATED IN THE
J. OZER SURVEY, ABSTRACT NO. 1029
E. BANKHEAD HIGHWAY @ WILLOW BEND DRIVE
PARKER COUNTY, WILLOW PARK, TX 76008

June 12, 2018

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

Re: Zoning Application
Land Owned by: BAR-KO LAND COMPANY, LLC

Mayor & Council:

Please accept this letter as authorization for Barron-Stark Consulting Engineers, LP to submit and process a zoning request for 11.23 acres of land owned by BAR-KO LAND COMPANY, LLC situated within the J. Ozer Survey, Abstract No. 1029.

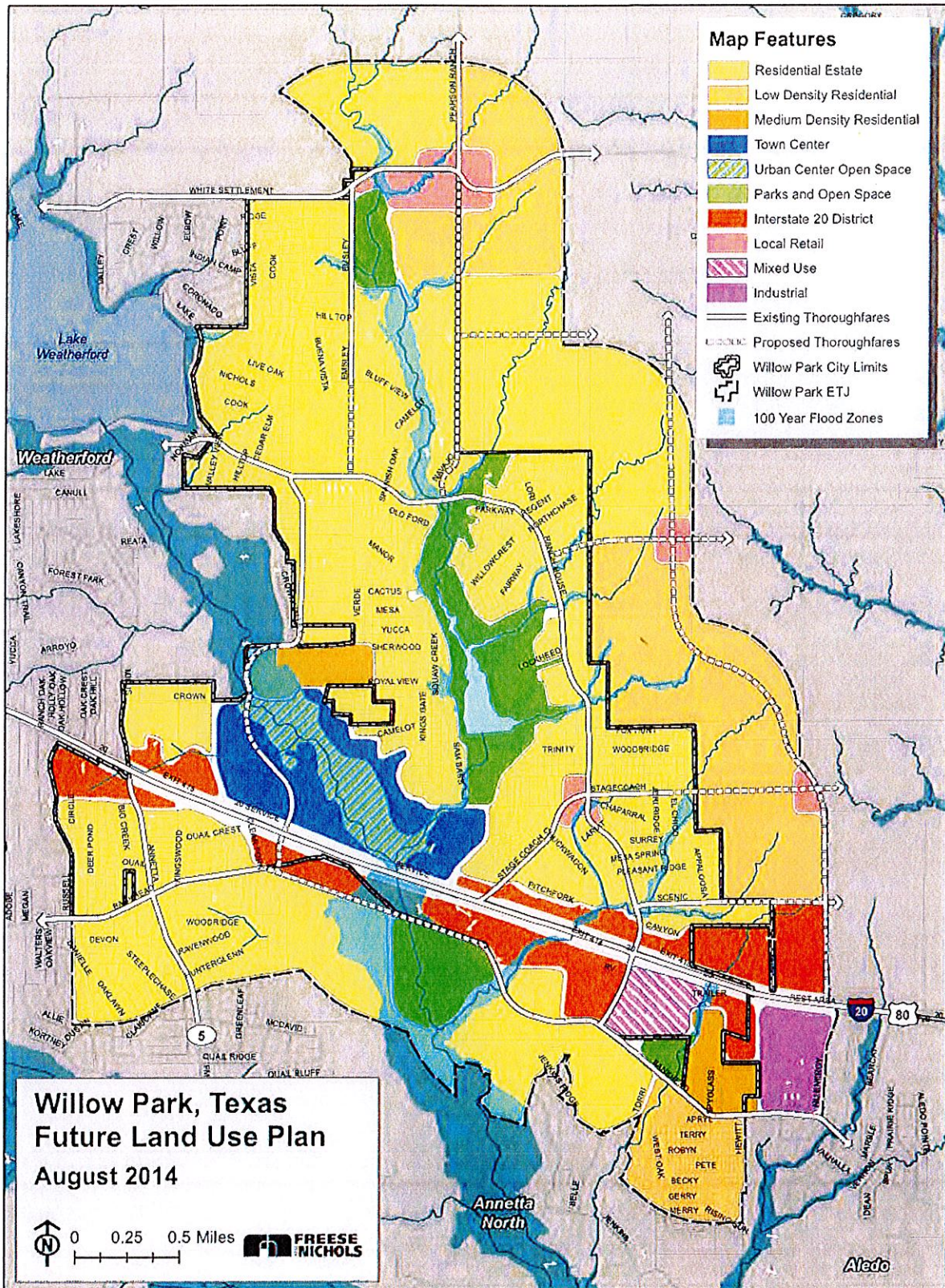
I may be reached at 817-253-2494 if there are any questions.

Sincerely,

Bryson Adams
Owner



Future Land Use Map



PROPERTY OWNERS WITHIN 200 FT OF ZONING REQUEST:

Willow Park Baptist Church (R00033581)

129 Ranch House Rd.

Willow Park, TX. 76008-2649

DHKB Investments LLC (R0098086)

18 Fairview Ln.

Aledo, TX. 76008-4571

Mailed 08/07/2018
Mailed 09/11/2018



P&Z AGENDA ITEM BRIEFING SHEET

Meeting Date:	Department:	Presented By:
September 25, 2018	Development Services	Betty Chew

AGENDA ITEM: 3

Consider a Preliminary Plat for Bankhead Commons Addition being 11.69 acres of land J. Ozer Survey, Abstract No. 1029, City of Willow Park, Parker County, Texas located at 8892 East Bankhead Hwy.

BACKGROUND:

The owner, Bar-Ko Land Company LLC, proposes to subdivide the 11.69 acre tract into two lots. Lot 1 is a proposed 3.22 acre commercial lot. Lot 2 is a proposed 8.01 acre multi-family residential lot. There is 0.46 acres of right of way dedication for Bankhead Highway. The property is undeveloped. The property has frontage on Bankhead Highway a minor arterial (90 R.O.W.) as identified in the Willow Park Comprehensive Plan.

The lots will be served by City water, an 8 inch water main in Bankhead Highway. The water will be a looped system to provide domestic water to the subdivision as well as fire protection. Sanitary sewer service will be provided by extension from an 8 inch sanitary sewer main in Willow Bend Drive.

STAFF/BOARD/COMMISSION RECOMMENDATION:

The Preliminary Plat for Bankhead Commons Addition meets the requirements of the Subdivision Ordinance and Staff recommends approval.

The Planning and Zoning Commission recommends approval of the Preliminary Plat as presented.

EXHIBITS:

Plat Application
Preliminary Plat

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



City of Willow Park Development Services

516 Ranch House Road
Willow Park, Texas 76087

Phone: (817) 441-7108 • Fax: (817) 441-6900

PLAT APPLICATION
MUST BE AN ORIGINAL DOCUMENT – FAXED COPIES WILL NOT BE ACCEPTED
ALL SIGNATURES MUST BE ORIGINAL

Type of Plat: ☒ Preliminary ☐ Final ☐ Replat ☐ Amended

PROPERTY DESCRIPTION:

SUBMITTAL DATE: _____

Address (if assigned): _____

Name of Additions: BANKHEAD COMMONS

Location of Addition: BANKHEAD HWY EAST OF RANCH HOUSE ROAD

Number of Lots: 2 Gross Acreage: 11.23 Zoning: 'C' & 'MF' # of New Street Intersections: 1

PROPERTY OWNER:

Name: BAR-KO LAND COMPANY, LLC

Contact: BYRSON ADAMS

Address: 2121 MCCLENDON ROAD

Phone: 817-253-2494

City: WEATHERFORD

Fax: 817-441-2094

State: TX Zip: 76086

Email: _____

Signature: 

APPLICANT:

Name: BARRON STARK ENGINEERS

Contact: CYNTHIA SWIFT

Address: 6221 SOUTHWEST BLVD, #100

Phone: 817-231-8114

City: FORT WORTH

Fax: 817-231-8144

State: TX Zip: 76102

Email: cynthias@barronstark.com

Signature: 

SURVEYOR:

Name: BARRON - STARK ENGINEERS

Contact: CHARLES F. STARK, RPLS

Address: 6221 SOUTHWEST BLVD, #100

Phone: 817-296-9550

City: FORT WORTH

Fax: 817-231-8144

State: TX Zip: 76132

Email: chucks@barronstark.com

Signature: 

ENGINEER:

Name: BARRON STARK ENGINEERS

Contact: CHARLES F. STARK, PE

Address: 6221 SOUTHWEST BLVD, #100

Phone: 817-296-9550

City: FORT WORTH

Fax: 817-231-8144

State: TX Zip: 76132

Email: chucks@barronstark.com

Signature: 

PRINCIPAL CONTACT: Owner X Applicant Surveyor Engineer

- Staff comment letters and mark-ups will be distributed only to the designated principle contact
- Comments will be sent via email unless otherwise specified

UTILITY PROVIDERS

Electric Provider: ONCOR

Water Provider: CITY OF WILLOW PARK

Wastewater Provider: CITY OF WILLOW PARK

Gas Provider (if applicable): ATMOS

APPLICATION FEES

 \$300.00 PLUS \$10 PER LOT FOR LOTS UP TO 1/2 ACRE IN SIZE OR


\$412.30 \$300.00 PLUS \$10 PER ACRE OR FRACTION THEREOF FOR LOTS LARGER THAN 1/2 ACRE

11.23 AC @ \$10/AC = \$112.30 + \$300.00 = \$412.30

Additional fees (if applicable):

Any reasonable fees and/or costs, which are required by the City of Willow Park for a proper review of this request, are the sole responsibility of the applicant. Such fees or costs shall include, but are not limited to engineering reviews, legal opinions, building(s)/property inspections and/or testing(s).

City Use Only

Fees Collected: \$ 

\$

\$

\$

Receipt Number:

PLAT REVIEW CHECKLIST:

****This checklist must be submitted with the initial plat application****

I. GENERAL:

Name of Addition: PROPOSED BANKHEAD COMMONS

Applicant: BARRON STARK ENGINEERS

Property Owner(s): BAR-KO LAND COMPANY, LLC

Location of Addition: E. BANKHEAD HWY EAST OF RANCH HOUSE RD

II. REQUIRED DOCUMENTS FOR A PRELIMINARY PLAT

	<u>APPLICANT</u>	<u>STAFF</u>
A. Preliminary Plat Application (original signatures)	<u>X</u>	<u>✓</u>
B. Preliminary Plat Drawing (5 paper copies & 1 digital)	<u>X</u>	<u>✓</u>
C. Preliminary Drainage Analysis (5 paper copies & 1 digital)	<u>X</u>	<u>✓</u>
D. Concept Construction Plan (5 paper copies & 1 digital)	<u>N/A</u>	<u>✓</u>
E. Tree Survey	<u>N/A</u>	<u>✓</u>
F. Location and Dimensions of Existing Structures	<u>N/A</u>	<u>✓</u>
G. Sectionalizing or Phasing of Plats	<u>N/A</u>	<u>✓</u>
H. Zoning Classification of All Properties Shown on the Plat	<u>X</u>	<u>✓</u>
I. Dimensions of all Proposed or Existing Lots	<u>X</u>	<u>✓</u>
J. Location of 100-year Flood Limits Where Applicable	<u>X</u>	<u>✓</u>

III. REQUIRED DOCUMENTS FOR A FINAL PLAT

A. Final Plat Application (original signatures)	<u> </u>	<u> </u>
B. Final Plat Drawing (5 paper copies & 1 digital copy)	<u> </u>	<u> </u>
C. Drainage Study (5 paper copies & 1 digital)	<u> </u>	<u> </u>
D. Submit 1 mylar copy and 1 paper copy from county filing	<u> </u>	<u> </u>
E. Written Metes and Bounds Description	<u> </u>	<u> </u>
F. Dimensions of All Proposed or Existing Lots	<u> </u>	<u> </u>
G. Area in acres for each lot	<u> </u>	<u> </u>
H. Any Existing Structures which Encroach and Setback Lines	<u> </u>	<u> </u>
I. Parker County Tax Certificate	<u> </u>	<u> </u>
J. Plans for all water & sewer lines	<u> </u>	<u> </u>
K. Plans for fire hydrants	<u> </u>	<u> </u>
L. Plans for all proposed streets and sidewalks	<u> </u>	<u> </u>

IV. REQUIRED DOCUMENTS FOR A REPLAT

A. Replat Application (original signatures)	<u> </u>	<u> </u>
B. Replat Drawing (5 paper copies & 1 digital copy)	<u> </u>	<u> </u>
C. Original Plat for comparison	<u> </u>	<u> </u>
D. Drainage Study (5 paper copies & 1 digital)	<u> </u>	<u> </u>
E. Submit 1 mylar copy and 1 paper copy from county filing	<u> </u>	<u> </u>
F. Written Metes and Bounds Description	<u> </u>	<u> </u>
G. Dimensions of All Proposed or Existing Lots	<u> </u>	<u> </u>
H. Area in acres for each lot	<u> </u>	<u> </u>
I. Any Existing Structures which Encroach and Setback Lines	<u> </u>	<u> </u>
J. Parker County Tax Certificate	<u> </u>	<u> </u>

V. REQUIRED DOCUMENTS FOR AN AMENDED PLAT

A. Amended Plat Application (original signatures)	<u> </u>	<u> </u>
B. Final Plat Drawing (5 paper copies & 1 digital)	<u> </u>	<u> </u>
C. Original Plat for comparison	<u> </u>	<u> </u>
D. Drainage Study (5 paper copies & 1 digital)	<u> </u>	<u> </u>
E. Submit 1 mylar copy and 1 paper copy from county filing	<u> </u>	<u> </u>
F. Written Metes and Bounds Description	<u> </u>	<u> </u>
G. Dimensions of All Proposed or Existing Lots	<u> </u>	<u> </u>
H. Area in acres for each lot	<u> </u>	<u> </u>
I. Any Existing Structures which Encroach and Setback Lines	<u> </u>	<u> </u>

VI.	REQUIREMENTS ON ALL PLATS	APPLICANT	STAFF
A.	Adjacent Property Lines, Streets, Easements	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
B.	Names of Owners of Property within 200 feet	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
C.	Names of Adjoining Subdivisions	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
D.	Front and Rear Building Setback Lines	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
E.	Side Setback Lines	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
F.	City Boundaries Where Applicable	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
G.	Date the Drawing was Prepared	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
H.	Location, Width, Purpose of all Existing Easements	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
I.	Location, Width, Purpose of all Proposed Easements	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
J.	Consecutively Numbered or Lettered Lots and Blocks	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
K.	Map Sheet Size of 18"x24" to 24"x36"	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
L.	North Arrow	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
M.	Name, Address, Telephone, of Property Owner	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
N.	Name, Address, Telephone of Developer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
O.	Name, Address, Telephone of Surveyor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
P.	Seal of Registered Land Surveyor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Q.	Consecutively Numbered Plat Notes and Conditions	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
R.	City of Willow Park Plat Dedication Language	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
S.	Location and Dimensions of Public Use Area	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
T.	Graphic Scale of Not Greater Than 1" = 200'	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
U.	All Existing and Proposed Street Names	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
V.	Dimensions of All Existing and Proposed Rights-of-Way as Specified on Master Thoroughfare Plan	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
W.	Subdivision Boundary in Bold Lines	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
X.	Subdivision Name	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Y.	Title Block Identifying Plat Type	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Z.	Key Map at 1"=2000'	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
AA.	Surveyor's Certification of Compliance	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
BB.	Texas NAD83 State Plane Coordinates (Grid) (at least 2 corners)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
CC.	Show relationship of plat to existing "water, sewage, and drainage	<input type="checkbox"/>	<input type="checkbox"/>

VII.	ADDITIONAL DOCUMENTS REQUIRED ON FINAL PLATS	APPLICANT	STAFF
A.	A written and notarized statement describing the minimum improvements which the subdivider agrees to provide, conditional upon City Council approval of the final plat	<input type="checkbox"/>	<input type="checkbox"/>
B.	A written and notarized statement that all property taxes and assessments have been paid for past years and up to Current date. This statement shall be signed by the owner or owners (original and one copy)	<input type="checkbox"/>	<input type="checkbox"/>
C.	A written and notarized acknowledgement of the dedication to public use of streets, parks, water courses, drains, easements and other such public places as shown on the plat, and of payments in lieu of certain public dedications. Property designated for schools, churches, hospitals, municipal purposes, and other uses, shall be noted, as well as the conditions and procedures by which such property and monies shall be made available to prospective purchasers or governing bodies. This statement shall be signed by the owner or owners, and all persons having a mortgage or lien interest in the property. (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>

PLEASE NOTE: After staff approval, up to fifteen (15) additional paper copies may be required for review by the Planning & Zoning Commission and City Council.

Willow Park
Plat
Building Official Review

Applicant Questions:

Front building setback: 25 ft. Rear building setback: 10 ft.

Side building setback: 10 ft. Side building setback: 10 ft.

Does the site include any utility/electric/gas/water/sewer easements? Yes ☒ No

Does the site include any drainage easements? Yes ☒ No

Does the site include any roadway/through fare easements? Yes ☒ No

Staff Review:

Does the plat include all the required designations? ☒ Yes No

Are the setbacks for the building sufficient? ☒ Yes No

Are there any easement conflicts? Yes ☒ No

Do the proposed easements align with neighboring easements? N/A Yes No

Are the proposed easements sufficient to provide service? ☒ Yes No

Does the proposed project pose any planning concerns? Yes ☒ No

SUBJECT TO REZONING

☒ Approved

☐ Not Approved

☐ Needs More Information or Corrections

Building Official Approval Signature:

BETTY CHEW

Date: 08/09/2018

Willow Park
Plat
Public Works Review

Applicant Questions:

Is the project serviced by an existing road? Yes ☒ No

If yes, which road? E. BANKHEAD HWY

Is the project serviced by an existing water line? Yes ☒ No

If yes, what size line? 8"

Will the project require the extension of a water line? Yes No ☒

Does the project use well water? No ☒ Drinking Irrigation

If yes, which aquifer does the well pull from? _____

Is the project serviced by an existing sewer line? Yes ☒ No

If yes, what size line? 8"

If no, what type and size is the septic system? _____

Staff Review:

Will servicing this project require additional infrastructure beyond what is identified in the Capital Improvement Plan?

Yes

☒ No

Any additional concerns: _____

☒ Approved

☐ Not Approved

☐ Needs More Information or Corrections

Public Works Approval Signature: RAYMON JOHNSON

Date: 08/09/2018

Willow Park
Plat
Flood Plain Review

Applicant Questions:

Is any part of the plat in the 100-year flood plain? Yes No ☒

If yes, what is the base flood elevation for the area? _____

Is the footprint of any built improvement in the 100-year flood plain? Yes No ☒

If yes, what is the base flood elevation for the area? _____

Is the footprint of any habitable structure in the 100-year flood plain? Yes No ☒

If yes, what is the base flood elevation for the area? _____

Staff Review:

Base flood elevations confirmed? Yes No

Does the proposed project pose any safety concerns? Yes ☒ No

DRAINAGE IMPROVEMENT PLAN WITH
FINAL PLAT -

Approved

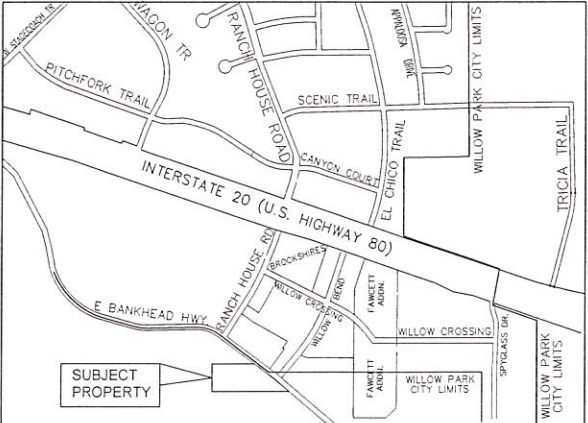
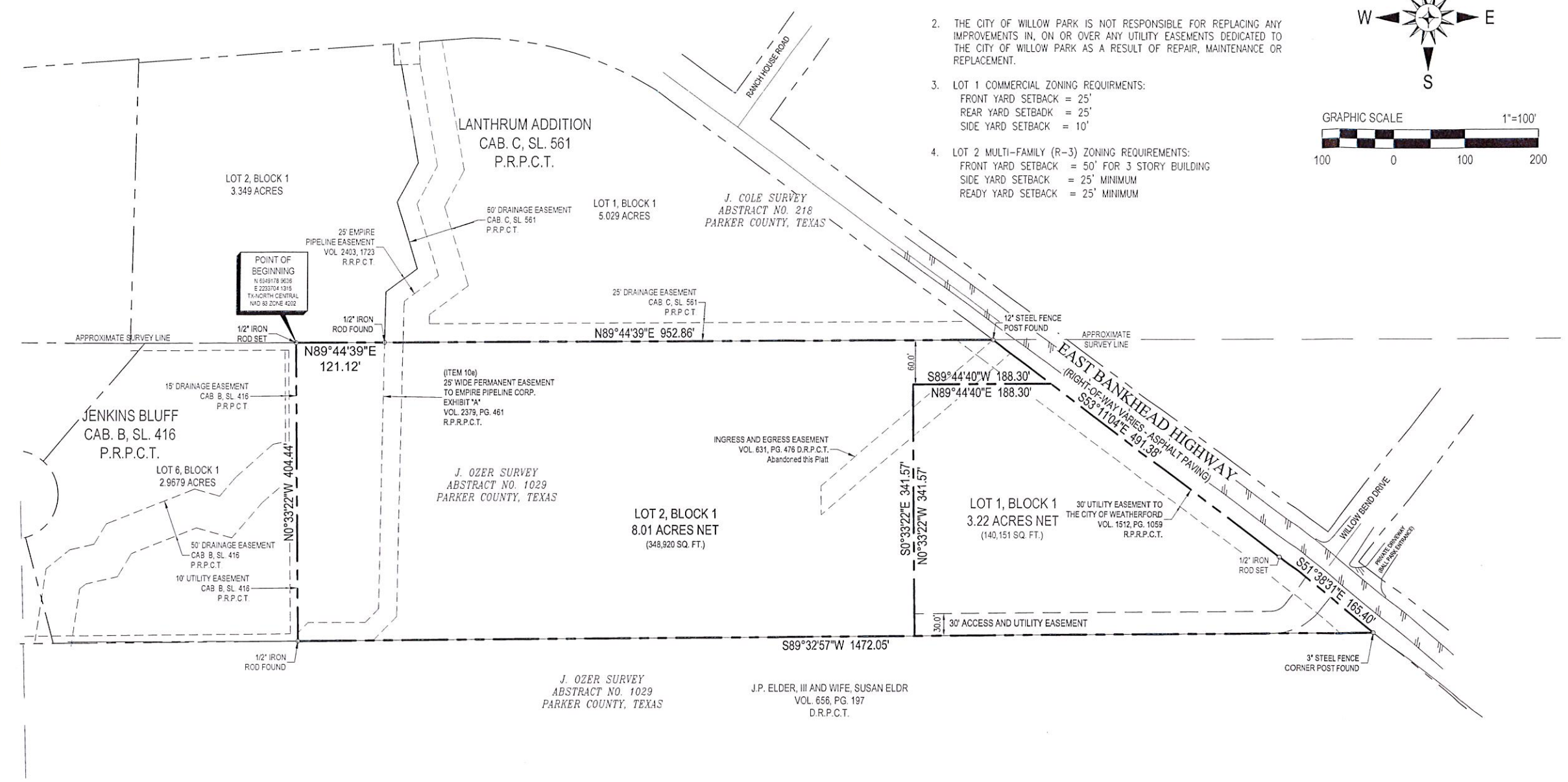
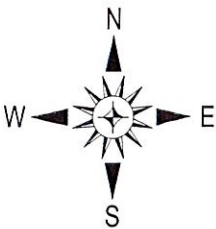
Not Approved

Needs More Information or Corrections

Flood Plain Manager Approval Signature: DEREK TURNER Date: 08/09/2018

GENERAL NOTES

1. THIS PLAT CONSTITUTES LOTS 1 AND 2, BLOCK 1, BANKHEAD COMMONS FOR THE PURPOSE OF CREATING TWO LOTS. LOT 1 TO BE 'C' COMMERCIAL AND LOT 2 TO BE MF (R-3) MULTI-FAMILY.
2. THE CITY OF WILLOW PARK IS NOT RESPONSIBLE FOR REPLACING ANY IMPROVEMENTS IN, ON OR OVER ANY UTILITY EASEMENTS DEDICATED TO THE CITY OF WILLOW PARK AS A RESULT OF REPAIR, MAINTENANCE OR REPLACEMENT.
3. LOT 1 COMMERCIAL ZONING REQUIREMENTS:
FRONT YARD SETBACK = 25'
REAR YARD SETBACK = 25'
SIDE YARD SETBACK = 10'
4. LOT 2 MULTI-FAMILY (R-3) ZONING REQUIREMENTS:
FRONT YARD SETBACK = 50' FOR 3 STORY BUILDING
SIDE YARD SETBACK = 25' MINIMUM
REAR YARD SETBACK = 25' MINIMUM



LOCATION MAP NOT TO SCALE

NOTES:

1.) BEARINGS & COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, N A D 83 DATUM (TEXAS NORTH CENTRAL ZONE 4202) DERIVED FROM RESOLVED OPUS SOLUTIONS.

2.) ANY REFERENCE TO THE 100 YEAR FLOOD PLAIN OR FLOOD HAZARD ZONES ARE AN ESTIMATE BASED ON THE DATA SHOWN ON THE FLOOD INSURANCE RATE MAP PROVIDED BY FEMA AND SHOULD NOT BE INTERPRETED AS A STUDY OR DETERMINATION OF THE FLOODING PROPENSITIES OF THIS PROPERTY. ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR PARKER COUNTY, TEXAS DATED SEPTEMBER 28, 2008 MAP NO. 48367C042SE, THE PROPERTY DESCRIBED HEREIN DOES NOT APPEAR TO LIE WITHIN A SPECIAL FLOOD HAZARD AREA.

NOTE

○ OPEN CIRCLE INDICATES 1/2" CAPPED IRON ROD SET STAMPED "C.F. STARK RPLS 5084" UNLESS OTHERWISE NOTED

● SOLID CIRCLE INDICATES 4" STEEL FENCE POST FOUND OR AS LABELED

STATE OF TEXAS ()
COUNTY OF PARKER ()

I hereby certify this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

Charles F. Stark, RPLS
Texas Registration No. 5084
June 14, 2018



PRELIMINARY
NOT TO BE RECORDED
FOR ANY PURPOSES

USE OF THIS ELECTRONIC SEAL/SIGNATURE
AUTHORIZED BY CHARLES F. STARK, R.P.L.S.
TEXAS REGISTRATION NO. 5084

Preliminary Plat

Lots 1 and 2, Block 1

BANKHEAD COMMONS

An Addition to The City of Willow Park

Being 11.23 acres Situated in the
J. OZER SURVEY, Abstract No. 1029
Parker County, Texas

FILED FOR RECORD
PARKER COUNTY, TEXAS PLAT RECORD

CABINET _____, SLIDE _____

DATE _____

Barron-Stark
Engineers

6221 Southwest Boulevard, Suite 100
Fort Worth, Texas 76132
(O) 817.231.8100 (F) 817.231.8144
Texas Registered Engineering Firm F-10998
Texas Registered Survey Firm F-10158800
www.barronstark.com

OWNER:
BAR-KO LAND COMPANY, LLC
2121 McLENDON ROAD
WEATHERFORD, TEXAS 76086
PH. 817-253-2494
FAX 817-441-2094
CONTACT: BRYSON ADAMS

JOB No. 107-9478

DATE JUNE 2018

SHEET 1 of 2

LEGAL DESCRIPTION

BEING 11.23 acres situated in the J. OZER SURVEY, Abstract No. 1029, Parker County, Texas, being all of that certain tract of land described in deed to Quail Precision, LP, recorded in Volume 2669, Page 1703, Real Property Records, Parker County, Texas, said 11.23 acres being more particularly described as follows:

BEGINNING at a 1/2" iron rod set for the northwest corner of said Quail Precision, LP tract, the northeast corner of Lot 6, Block 1, JENKINS BLUFF, an Addition in Parker County, Texas, according to the Plat recorded in Plat Cabinet B, Slide 416, Plat Records, Parker County, Texas, said BEGINNING POINT also being in the south line of Lot 2, Block 1, LANTHRUM ADDITION, an Addition in Parker County, Texas, according to the Plat recorded in Plat Cabinet C, Slide 561, Plat Records, Parker County, Texas, from which a 1/2" iron rod found at the southeast corner of said Lot 2, Block 1, LANTHRUM ADDITION, bears N 89°44'39" E, a distance of 121.12 feet, for reference;

THENCE N 89°44'39" E, along the common line of said Quail Precision, LP tract and said Lot 2, Block 1, LANTHRUM ADDITION, at a distance of 121.12 feet, passing said 1/2" iron rod found at the southeast corner of said Lot 2, Block 1, LANTHRUM ADDITION and being the southwest corner of Lot 1, Block 1 of said LANTHRUM ADDITION, and continuing along the common line of said Quail Precision, LP tract and said Lot 1, Block 1, LANTHRUM ADDITION, in all, a distance of 952.86 feet to a 12" steel fence corner post found at the northeast corner of said Quail Precision, LP tract, in the southwesterly line of East Bankhead Highway (Right-of-Way varies);

THENCE S 53°11'04" E, along the southwesterly line of said East Bankhead Highway, generally along a fence, a distance of 491.38 feet to a 1/2" iron rod set;

THENCE S 51°38'31" E, continuing along the southwesterly line of said East Bankhead Highway, generally along a fence, a distance of 165.40 feet to a 3" steel fence corner post found at the southeast corner of said Quail Precision, LP tract and the northeast corner of that certain tract described in deed to J.P. Elder, III and wife, Susan Elder, recorded in Volume 656, Page 197, Deed Records, Parker County, Texas;

THENCE S 89°32'58" W, along the common line of said Quail Precision, LP tract and said Elder tract, generally along a fence, a distance of 1472.05 feet to a 1/2" iron rod found at the southwest corner of said Quail Precision, LP tract and the southeast corner of said Lot 6, Block 1, JENKINS BLUFF;

THENCE N 00°33'22" W, along the common line of said Quail Precision, LP tract and said Lot 6, Block 1, JENKINS BLUFF, a distance of 404.44 feet to the POINT OF BEGINNING and containing 11.23 acres (489,179 square feet) of land, more or less.

GENERAL NOTES

- THIS PLAT CONSTITUTES LOTS 1 AND 2, BLOCK 1, BANKHEAD COMMONS FOR THE PURPOSE OF CREATING TWO LOTS. LOT 1 TO BE 'C' COMMERCIAL AND LOT 2 TO BE MF (R-3) MULTI-FAMILY.
- THE CITY OF WILLOW PARK IS NOT RESPONSIBLE FOR REPLACING ANY IMPROVEMENTS IN, ON OR OVER ANY UTILITY EASEMENTS DEDICATED TO THE CITY OF WILLOW PARK AS A RESULT OF REPAIR, MAINTENANCE OR REPLACEMENT.
- LOT 1 COMMERCIAL ZONING REQUIREMENTS:
FRONT YARD SETBACK = 25'
REAR YARD SETBACK = 25'
SIDE YARD SETBACK = 10'
- LOT 2 MULTI-FAMILY (R-3) ZONING REQUIREMENTS:
FRONT YARD SETBACK = 50' FOR 3 STORY BUILDING
SIDE YARD SETBACK = 25' MINIMUM
READY YARD SETBACK = 25' MINIMUM

STATE OF TEXAS ()
COUNTY OF PARKER ()

I hereby certify this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

Charles F. Stark, RPLS Date
Texas Registration No. 5084



USE OF THIS ELECTRONIC SEAL/SIGNATURE
AUTHORIZED BY CHARLES F. STARK, R.P.L.S.
TEXAS REGISTRATION NO. 5084

PRELIMINARY
NOT TO BE RECORDED
FOR ANY PURPOSES

OWNER DEDICATION:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That **BAR-KO LAND COMPANY, LLC** acting herein by and through its duly authorized officer, does hereby certify and adopt this plat designating the hereinabove described property as LOTS 1 and 2, BLOCK 1, BANKHEAD COMMONS, an addition to the City of Willow Park, TX ("City") and does hereby dedicate to the public use forever, the fire lanes, easements and encumbrances shown hereon. BAR-KO LAND COMPANY, LLC herein certifies the following:

- The Fire lanes are dedicated for fire lane purposes.
- The public improvements and dedication shall be free and clear of all debt, liens, and/or encumbrances.
- The easements and public use areas, as shown, are dedicated for the public use forever for the purposes indicated or shown on this plat.
- No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by the City.
- The City is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
- Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by the public utilities being subordinate to the public's and the City's use thereof.
- The City and public utilities shall have the right to remove and keep removed all or part of any building, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems or public use in the easements.
- The City and public utilities shall at all times have a right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems or public use without the necessity of procuring permission from anyone.
- Any modification of this document shall be by means of plat and shall be approved by the City.

This plat is approved subject to the conditions herein and to all platting ordinances, rules, regulations and resolutions of the City of Willow Park, Texas.

WITNESS, my hand, this the _____ day of _____, 2018.

BAR-KO LAND COMPANY, LLC
A Texas limited liability company

By: _____
Bryson Adams

STATE OF TEXAS

COUNTY OF PARKER

Before me, the undersigned authority, on this day appeared Bryson Adams, known by me to be the persons whose names are subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

on the _____ day of _____, 2018

Notary Public in and for the State of _____

NOTE

- OPEN CIRCLE INDICATES 1/2" CAPPED IRON ROD SET STAMPED "C.F. STARK RPLS 5084" UNLESS OTHERWISE NOTED
- SOLID CIRCLE INDICATE 4" STEEL FENCE POST FOUND OR AS LABELED

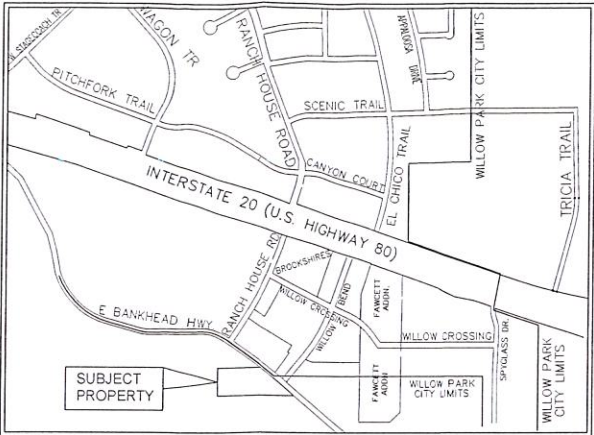
B
Barron-Stark
Engineers

6221 Southwest Boulevard, Suite 100
Fort Worth, Texas 76132
(O) 817.231.8100 (F) 817.231.8144
Texas Registered Engineering Firm F-10998
Texas Registered Survey Firm F-10158800
www.barronstark.com

OWNER:
BAR-KO LAND COMPANY, LLC
2121 McCLENDON ROAD
WEATHERFORD, TEXAS 76086
PH. 817-253-2494
FAX 817-441-2094
CONTACT: BRYSON ADAMS

JOB No. 107-9478
DATE JULY 2018

SHEET 2 of 2



LOCATION MAP NOT TO SCALE

NOTES:

1.) BEARINGS & COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, N.A.D. 83 DATUM (TEXAS NORTH CENTRAL ZONE 4202) DERIVED FROM RESOLVED OPUS SOLUTIONS.

2.) ANY REFERENCE TO THE 100 YEAR FLOOD PLAIN OR FLOOD HAZARD ZONES ARE AN ESTIMATE BASED ON THE DATA SHOWN ON THE FLOOD INSURANCE RATE MAP PROVIDED BY FEMA AND SHOULD NOT BE INTERPRETED AS A STUDY OR DETERMINATION OF THE FLOODING PROPENSITIES OF THIS PROPERTY. ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR PARKER COUNTY, TEXAS, DATED SEPTEMBER 26, 2008 MAP NO. 48367C0425E, THE PROPERTY DESCRIBED HEREIN DOES NOT APPEAR TO LIE WITHIN A SPECIAL FLOOD HAZARD AREA.

FINAL PLAT

On the _____ day of _____, 20____, this Final Plat was duly approved by the Director of Development Services of the City of Willow Park, Texas.

Signed: _____ Attest: _____
City Administrator City Secretary

Signed: _____
Mayor

Preliminary Plat

Lots 1 and 2, Block 1

BANKHEAD COMMONS

An Addition to The City of Willow Park

Being 11.23 acres Situated in the
J. OZER SURVEY, Abstract No. 1029
Parker County, Texas



P&Z AGENDA ITEM BRIEFING SHEET

Meeting Date: September 25 th , 2018	Department: Development Services	Presented By: Betty Chew
---	--	------------------------------------

AGENDA ITEM: 4

Zoning Change request from PD/HR Planned Development/Horse Racing to R-5 Single Family Medium Density Residential District, 11.17 acres John Froman Survey, Abstract No. 471, City of Willow Park, Parker County, Texas and being a portion of Lot 1, Block 2, Trinity Meadows Addition, City of Willow Park, Texas, located on the Northeast corner of Meadow Place Dr and Kings Gate Road.

BACKGROUND:

This property was a part of the Trinity Meadows Race Track.

The property is located in the Planning Area 3, as identified in the City's Comprehensive Plan. Planning Area 3 is located along Interstate 20 going North and West. This area includes Medical Facilities on the far western side with compact mixed use retail, office and residential development. Development to the west will be higher density residential with townhomes, apartments, and high density single-family residential development on the race track property and west to the Clear Fork of the Trinity River. Development to the east is existing newer low density single-family residential similar to the land use proposed for this property.

The proposed residential zoning will serve to complete the buffer for the large lot R-1 Single Family District (40,000 sq ft) zoning to the north.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff supports a recommendation for the approval of the request for R-5 Zoning.

The Planning and Zoning Commission recommends rezoning the property to R-5 Single Family Medium Density Residential District.

EXHIBITS:

Zoning Application
Survey Plat
Future Land Use Map
Ordinance 779-18

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



City of Willow Park
516 Ranch House Road
Willow Park, Texas 76087
Phone: (817) 441-7108 · Fax: (817) 441-6900

ZONING CHANGE REQUIREMENTS

Name of Applicant: BARRON - STARK ENGINEERS

Mailing Address: 6221 SOUTHWEST BLVD, #100, FORT WORTH, TEXAS 76132

817-231-8114 Street City State Zip
cynthias@barronstark.com

Phone: 817-296-9550 Fax: 817-231-8144 Email: chucks@barronstark.com

Property Owner: PARKER COUNTY HOLDINGS, LLC

Mailing Address: 5534 AIRPORT FREEWAY, HALTOM CITY, TEXAS 76117

Street City State Zip

Phone: 817-371-6776 Fax: _____ Email: jerryc21@aol.com

Location of property requesting to be re-zoned: MEADOW PLACE DRIVE AND KINGSGATE ROAD

Intended Use of property: RESIDENTIAL DEVELOPMENT OF MEADOW PLACE ESTATES PHASE 2

Current Zoning District: PD - HORSE TRACK

Requested Zoning District: R-5 RESIDENTIAL

Specific reason for zoning request: TO ALLOW SINGLE FAMILY RESIDENTIAL DEVELOPMENT

\$250.00 PLUS \$10.00 PER LOT = \$430.00 Per WP Fee Schedule

FEES: \$150 (Residential) Additional fees (if applicable): NA

\$150 (Non-Residential) Additional fees (if applicable): NA

Any reasonable fees and/or costs which are required by the City of Willow Park for a proper review of this request are the sole responsibility of the applicant. Such fees or costs shall include, but are not limited to engineering reviews, legal opinions, building/property inspections and/or testing(s).

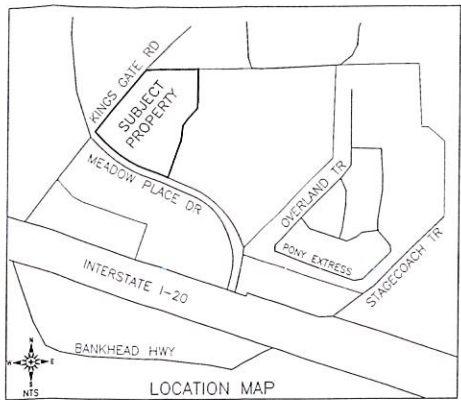
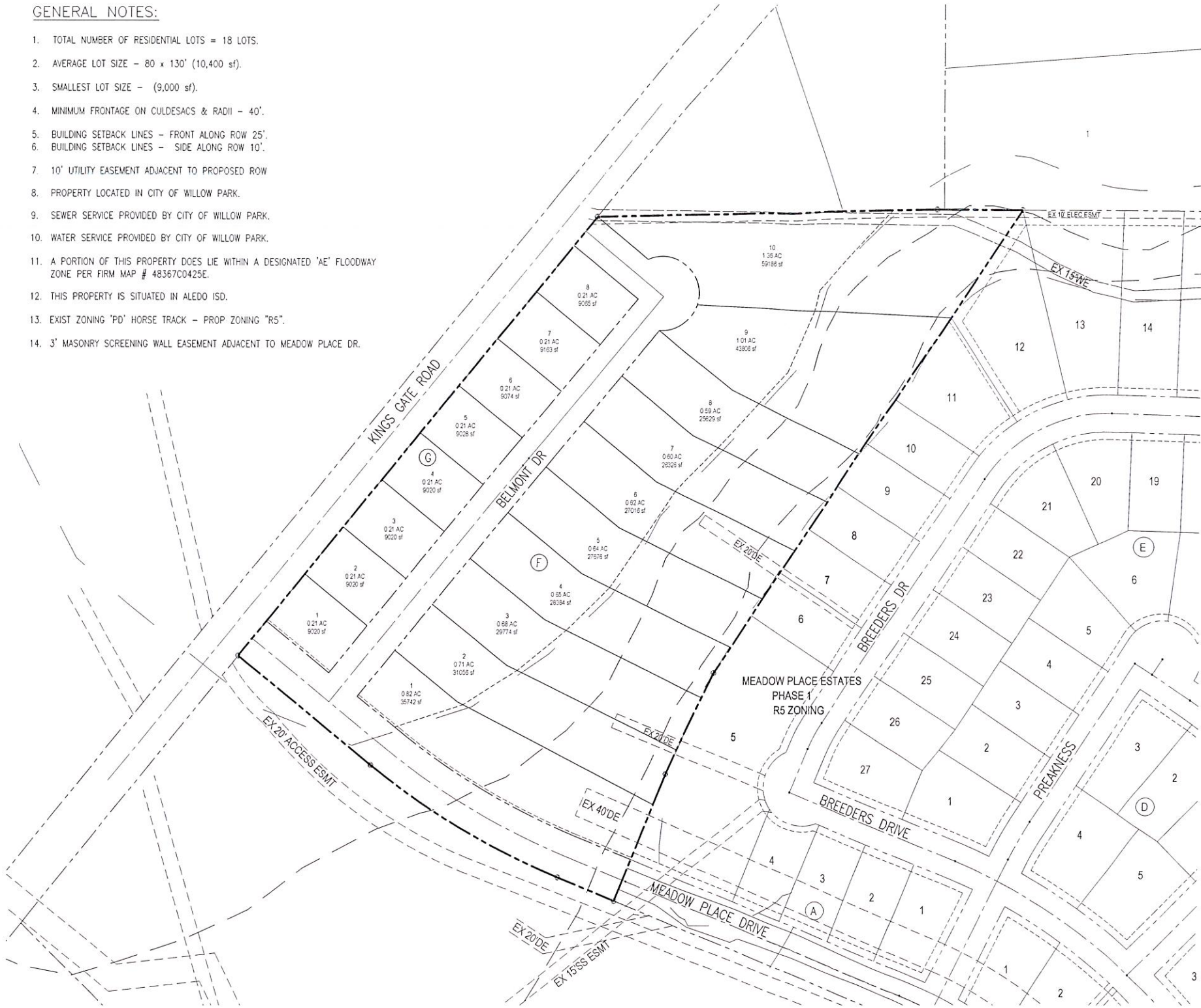
[Signature] DATE 08/31/2018
SIGNATURE OF OWNER

[Signature] DATE 08/31/2018
SIGNATURE OF APPLICANT

If the property owner is represented by another, a notarized letter of authorization must be submitted.

GENERAL NOTES:

1. TOTAL NUMBER OF RESIDENTIAL LOTS = 18 LOTS.
2. AVERAGE LOT SIZE - 80 x 130' (10,400 sf).
3. SMALLEST LOT SIZE - (9,000 sf).
4. MINIMUM FRONTAGE ON CULDESACS & RADII - 40'.
5. BUILDING SETBACK LINES - FRONT ALONG ROW 25'.
6. BUILDING SETBACK LINES - SIDE ALONG ROW 10'.
7. 10' UTILITY EASEMENT ADJACENT TO PROPOSED ROW
8. PROPERTY LOCATED IN CITY OF WILLOW PARK.
9. SEWER SERVICE PROVIDED BY CITY OF WILLOW PARK.
10. WATER SERVICE PROVIDED BY CITY OF WILLOW PARK.
11. A PORTION OF THIS PROPERTY DOES LIE WITHIN A DESIGNATED 'AE' FLOODWAY ZONE PER FIRM MAP # 48367C0425E.
12. THIS PROPERTY IS SITUATED IN ALEDO ISD.
13. EXIST ZONING 'PD' HORSE TRACK - PROP ZONING 'R5'.
14. 3' MASONRY SCREENING WALL EASEMENT ADJACENT TO MEADOW PLACE DR.



PRELIMINARY PLAT
LEGAL DESCRIPTION

Being a 11.17 acre tract of land situated in the John Froman Survey, Abstract No. 471, City of Willow Park, Parker County, Texas and being a portion of Lot 1, Block 2 Trinity Meadows, an addition to the City of Willow Park, Texas as recorded in Cabinet A, Slide 740, Plat Records Parker County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch found iron rod capped "larger 5854" for the southwest corner of a tract of land conveyed to Wildwood recorded in Volume 361-A, PG 32, Plat Records, Parker County, Texas, said point also being in the easterly right-of-way line of Kings Gate Road

Thence North 88° 47' 10" East with the south line of Wildwood a distance of 461.65 feet to a 1/2 inch found iron rod;

Thence South 89° 40' 23" East a distance of 116.57 feet to a 1/2 inch set iron rod;

Thence South 33° 46' 14" West a distance of 750.52 feet to a 1/2 inch set iron rod;

Thence South 25° 12' 16" West a distance of 150.28 feet to a 1/2 inch set iron rod;

Thence South 22° 20' 16" West a distance of 184.31 feet to a 1/2 inch set iron rod;

Thence North 67° 39' 44" West a distance of 83.37 feet to the beginning of a curve to the right with a radius of 1000.00 feet;

Thence along curve to the right with an arc length of 295.61 feet through a central angle of 16°56'55" with a chord bearing of South 59°11'16" East a distance of 294.73 feet to a 1/2 inch set iron rod;

Thence North 50° 42' 49" West a distance of 232.86 feet to a 1/2 inch set iron rod, said point being on the east right-of-way line of said Kings Gate Road;

Thence North 39° 17' 11" East with the Kings Gate Road east line a distance of 763.75 feet to the POINT OF BEGINNING and containing 436,874 square feet, 11.17 acres of land, more or less.

PRELIMINARY PLAT

Approved by the City of Willow Park

RECOMMENDED BY: Planning & Zoning Commission
City of Willow Park, Texas

Signed: Chairperson date of Recommendation

APPROVED BY: CITY COUNCIL
City of Willow Park, Texas

Signed: Mayor date of Approval

Signed: City Secretary date

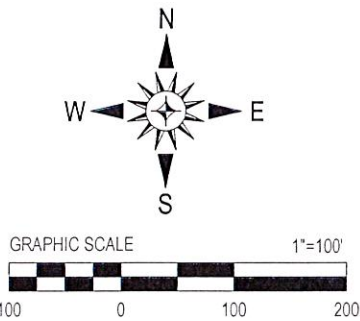
ZONING EXHIBIT

LOTS 1-10, BLOCK F
LOTS 1-8, BLOCK G

MEADOW PLACE ESTATES
AN ADDITION TO THE CITY OF WILLOW PARK
PARKER COUNTY, TEXAS

BEING A REPLAT OF A PORTION OF LOT 1, BLOCK 2
TRINITY MEADOWS AS RECORDED IN
CABINET A, SLIDE 740, PLAT RECORDS, PARKER COUNTY, TEXAS

BEING 11.17 ACRES SITUATED IN THE
JOHN FROMAN SURVEY, ABSTRACT NO. 471



STATE OF TEXAS
COUNTY OF PARKER

I hereby certify this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

PRELIMINARY
NOT TO BE RECORDED
FOR ANY PURPOSES

Charles F. Stark, RPLS
Texas Registration No. 5084
Date: _____



USE OF THIS ELECTRONIC SEAL/SIGNATURE
AUTHORIZED BY CHARLES F. STARK, R.P.L.S.
TEXAS REGISTRATION NO. 5084

NOTE

- OPEN CIRCLE INDICATES 1/2" CAPPED IRON ROD SET STAMPED "C F STARK RPLS 5084" UNLESS OTHERWISE NOTED
- SOLID CIRCLE INDICATE 4" STEEL FENCE POST FOUND OR AS LABELED

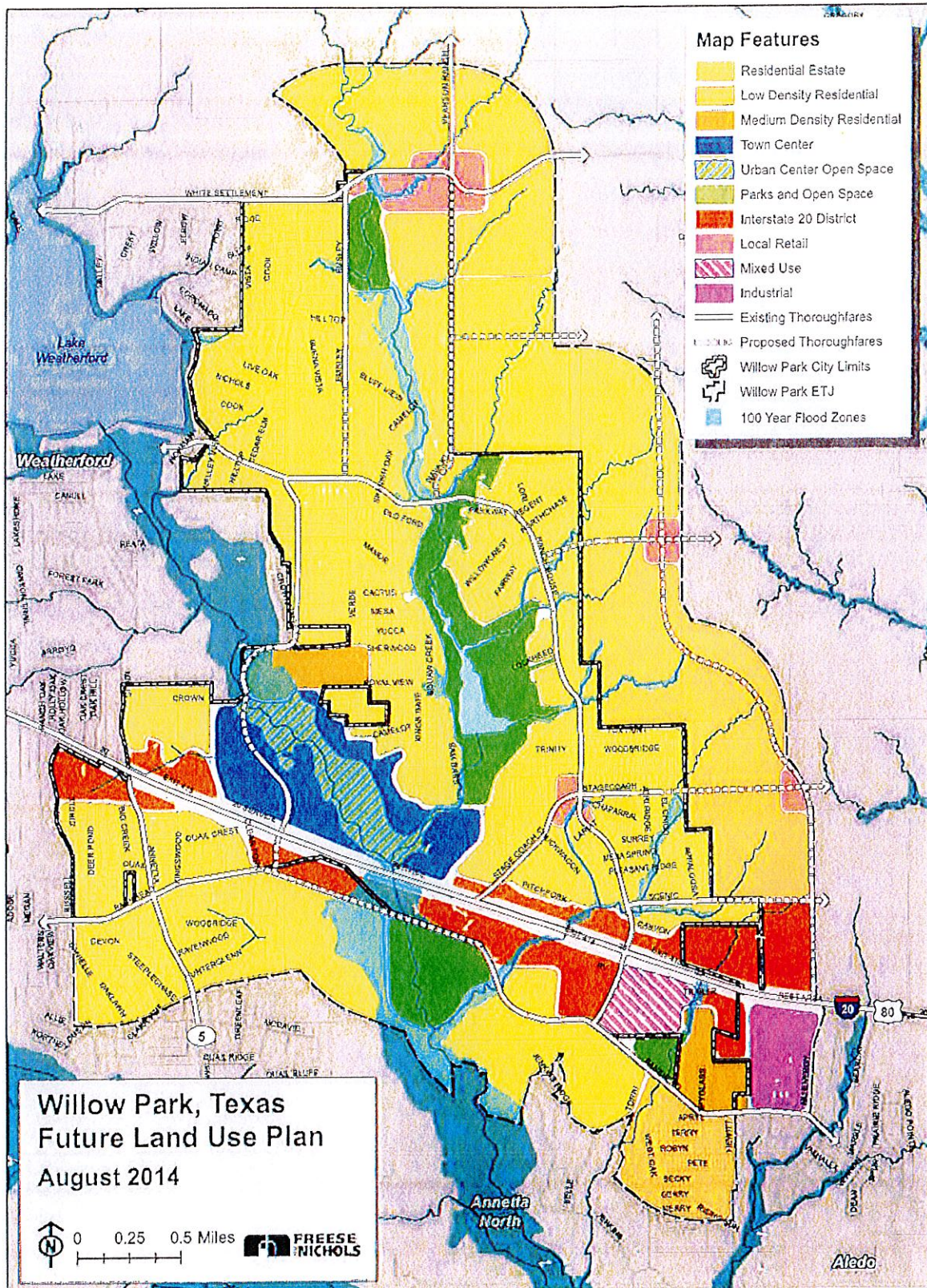
OWNER:
PARKER COUNTY HOLDINGS, LLC
5354 AIRPORT FREEWAY
HALTOM CITY, TEXAS 76117
817-371-6776

B
Barron-Stark
Engineers

6221 Southwest Boulevard, Suite 100
Fort Worth, Texas 76132
(O) 817.231.8140 (F) 817.231.8144
Texas Registered Engineering Firm F-10998
Texas Registered Survey Firm F-10158800
www.barronstark.com

JOB No. 291-9504
DATE 09-17-2018
SHEET
1 OF 1

Future Land Use Map



GLOBAL FOREST LLC (R000102979)	OEY LLC (R000102987)
1810 E SAHARA AVE STE 123	6635 SANDSHELL BLVD
LAS VEGAS, NV 89104	FORT WORTH, TX 76137
STOCKON HUNTER (R000102980)	OVERTIRFF KELLY C & MANDY E (R000102988)
172 WHITETAIL DR	155 BREEDERS DR
WILLOW PARK, TX 76008	WILLOW PARK, TX 76087
STOCKON 5 CONSTRUCTION LLC (R000103323) (R000103324) (R000102981) (R000102982)	HUNTER EDWARD J & MAYFIELD JACKLYN N (R000102989)
113 MCKINZIE LN	159 BREEDERS DR
WEATHERFORD, TX 76087	WILLOW PARK, TX 76087
ANGELL JENNIFER (R000102983)	GOLDEN SERENE LLC (R000103108) (R000103111)
113 BREEDERS DR	7005 CHASE OAKS BLVD STE 200
WILLOW PARK, TX 76087	PLANO, TX 75025
HAMSTRA JOE & JANE (R000102984)	LUDS CORPORATION (R000103109)
139 BREEDERS DR	6635 SANDSHELL BLVD
WILLOW PARK, TX 76087	FORT WORTH, TX 76137
ADDINGTON MATTHEW G & CANDACE R (R000102985)	STOCKON AUSTIN (R000103112)
143 BREEDERS DR	172 WHITETAIL
WILLOW PARK, TX 76087	WILLOW PARK, TX 76008
JONES BRYAN R & EMMALEE E (R000102986)	BRADFORD LOREN D & RACHEL D (R000103113)
147 BREEDERS DR	136 BREEDERS DR
WILLOW PARK, TX 76087	WILLOW PARK, TX 76087

*mailed
09/11/2018*

CHAVEZ JACOB & ALYSSA 132 BREEDERS DR WILLOW PARK, TX 76087	(R000103114)	KNUDSEN ARTHUR 930 SQUAW CREEK RD WILLOW PARK, TX 76087	(R000026791)
VALENCIA AARON & SPARKLE 128 BREEDERS DR WILLOW PARK, TX 76087	(R000103115)	HACKFELD LATRICIA & BRANDON KEITH A & JACKIE A 920 SQUAW CREEK RD WILLOW PARK, TX 76087	(R000026792)
GREGOR KYLE 124 BREEDERS DR WILLOW PARK, TX 76087	(R000103116)		
STOCKON 5 CONSTRUCTION LLC 113 MCKINZIE LN WEATHERFORD, TX 76087	(R000103117)		
STRINGER GARY & LUANNE 819 KINGS GATE RD WILLOW PARK, TX 76087	(R000033763) (R000033785)		
ATCO CONSTRUCTION COMPANY 119 CORONA CT FORT WORTH, TX 76108	(R000033764)		
WPD TRINITY LLC 17018 INTERSTATE 20 CISCO, TX 76437	(R000029267)		

mailed
09/11/2018



P&Z AGENDA ITEM BRIEFING SHEET

Meeting Date: September 25 th , 2018	Department: Development Services	Presented By: Betty Chew
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AGENDA ITEM: 5

Consider a Preliminary Plat for Meadow Place Estates Addition Phase II being 11.17 acres of land John Froman Survey, Abstract No. 471, City of Willow Park, Parker County, Texas and being a portion of Lot 1, Block 2, Trinity Meadows Addition, City of Willow Park, Texas, located on the northeast corner of Meadow Place Drive and Kings Gate Road.

BACKGROUND:

The owner Parker County Holdings LLC, proposes to subdivide the 11.17 acre tract into 18 single family residential lots. The lots will have frontage on Belmont Drive a 50' right-of-way and Meadow Place drive a 60' right-of-way. The developer will construct both streets with concrete pavement, with curb and gutter and sidewalks.

The Subdivision will be served by City water and sewer. An 8" water main will be extended in Meadow Place Drive and Belmont Drive. It will tie into an existing water main in Kings Gate Road to provide a looped system. Fire hydrants will be installed in accordance with I.S.O. regulations. Sanitary sewer service will be provided by an 8" sewer main installed by the developer, in Belmont Drive and extended south in Kings Gate Road.

Stormwater flows from north to south across the subdivision. A portion of the lots in Block F are located in the floodway. There is sufficient buildable area to develop these lots. Finished floor elevations will be shown on the Final Plat.

STAFF/BOARD/COMMISSION RECOMMENDATION:

The Preliminary Plat for Meadow Place Estates Addition Phase II meets the requirements of the Subdivision Ordinance and Staff recommends approval.

The Planning and Zoning Commission recommends approval of the Preliminary Plat as presented.

EXHIBITS:

Plat Application
Preliminary Plat

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



City of Willow Park Development Services

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

PLAT APPLICATION
MUST BE AN ORIGINAL DOCUMENT – FAXED COPIES WILL NOT BE ACCEPTED
ALL SIGNATURES MUST BE ORIGINAL

Type of Plat: ☒ Preliminary ☐ Final ☐ Replat ☐ Amended

PROPERTY DESCRIPTION:

SUBMITTAL DATE: AUGUST 31, 2018

Address (if assigned): NA

Name of Additions: MEADOW PLACE ESTATES PHASE 2

Location of Addition: MEADOW PLACE DRIVE AND KINGS GATE ROAD

Number of Lots: 18 Gross Acreage: 11.17 Zoning: PD # of New Street Intersections: 2
TO R5

PROPERTY OWNER:

Name: PARKER COUNTY HOLDINGS, LLC Contact: JERRY STOCKON

Address: 5354 AIRPORT FREEWAY Phone: 817-371-6776

City: HALTOM CITY Fax: _____

State: TX Zip: 76117 Email: _____

Signature: 

APPLICANT:

Name: BARRON STARK ENGINEERS Contact: CYNTHIA SWIFT

Address: 6221 SOUTHWEST BLVD, #100 Phone: 817-231-8114

City: FORT WORTH Fax: 817-231-8144

State: TX Zip: 76102 Email: cynthias@barronstark.com

Signature: 

SURVEYOR:

Name: BARRON - STARK ENGINEERS Contact: CHARLES F. STARK, RPLS

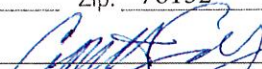
Address: 6221 SOUTHWEST BLVD, #100 Phone: 817-296-9550

City: FORT WORTH Fax: 817-231-8144

State: TX Zip: 76132 Email: chucks@barronstark.com

Signature: 

ENGINEER:

Name: BARRON STARK ENGINEERS
Address: 6221 SOUTHWEST BLVD, #100
City: FORT WORTH
State: TX Zip: 76132
Signature: 

Contact: CHARLES F. STARK, PE
Phone: 817-296-9550
Fax: 817-231-8144
Email: chucks@barronstark.com

PRINCIPAL CONTACT: Owner X Applicant Surveyor Engineer
• Staff comment letters and mark-ups will be distributed only to the designated principle contact
• Comments will be sent via email unless otherwise specified

UTILITY PROVIDERS

Electric Provider: ONCOR
Water Provider: CITY OF WILLOW PARK
Wastewater Provider: CITY OF WILLOW PARK
Gas Provider (if applicable): ATMOS

APPLICATION FEES

NA \$300.00 PLUS \$10 PER LOT FOR LOTS UP TO 1/2 ACRE IN SIZE OR

NA \$300.00 PLUS \$10 PER ACRE OR FRACTION THEREOF FOR LOTS LARGER THAN 1/2 ACRE

Adg/1/18

\$300.00 PLUS \$15.00 PER LOT = \$570.00 Per WP Fee Schedule

Additional fees (if applicable):

Any reasonable fees and/or costs, which are required by the City of Willow Park for a proper review of this request, are the sole responsibility of the applicant. Such fees or costs shall include, but are not limited to engineering reviews, legal opinions, building(s)/property inspections and/or testing(s).

City Use Only

Fees Collected: \$ _____

\$ _____

\$ _____

\$ _____

Receipt Number: _____

PLAT REVIEW CHECKLIST:

****This checklist must be submitted with the initial plat application****

I. GENERAL:

Name of Addition: MEADOW PLACE ESTATES PHASE 2
Applicant: BARRON STARK ENGINEERS
Property Owner(s): PARKER COUNTY HOLDINGS, LLC
Location of Addition: MEADOW PLACE DRIVE @ KINGS GATE ROAD

II. REQUIRED DOCUMENTS FOR A PRELIMINARY PLAT

APPLICANT

STAFF

- A. Preliminary Plat Application (original signatures)
- B. Preliminary Plat Drawing (5 paper copies & 1 digital)
- C. Preliminary Drainage Analysis (5 paper copies & 1 digital)
- D. Concept Construction Plan (5 paper copies & 1 digital)
- E. Tree Survey
- F. Location and Dimensions of Existing Structures
- G. Sectionalizing or Phasing of Plats
- H. Zoning Classification of All Properties Shown on the Plat
- I. Dimensions of all Proposed or Existing Lots
- J. Location of 100-year Flood Limits Where Applicable

✓
✓
WITH FINAL ENG PLANS
✓
✓
✓
✓
✓
✓
✓

✓
✓
✓
N/A
✓
✓
✓
✓
✓
✓

III. REQUIRED DOCUMENTS FOR A FINAL PLAT

- A. Final Plat Application (original signatures)
- B. Final Plat Drawing (5 paper copies & 1 digital copy)
- C. Drainage Study (5 paper copies & 1 digital)
- D. Submit 1 mylar copy and 1 paper copy from county filing
- E. Written Metes and Bounds Description
- F. Dimensions of All Proposed or Existing Lots
- G. Area in acres for each lot
- H. Any Existing Structures which Encroach and Setback Lines
- I. Parker County Tax Certificate
- J. Plans for all water & sewer lines
- K. Plans for fire hydrants
- L. Plans for all proposed streets and sidewalks

NA
✓
✓
✓
✓
✓
✓
✓
✓
✓
✓
✓
✓

IV. REQUIRED DOCUMENTS FOR A REPLAT

- A. Replat Application (original signatures)
- B. Replat Drawing (5 paper copies & 1 digital copy)
- C. Original Plat for comparison
- D. Drainage Study (5 paper copies & 1 digital)
- E. Submit 1 mylar copy and 1 paper copy from county filing
- F. Written Metes and Bounds Description
- G. Dimensions of All Proposed or Existing Lots
- H. Area in acres for each lot
- I. Any Existing Structures which Encroach and Setback Lines
- J. Parker County Tax Certificate

NA
✓
✓
✓
✓
✓
✓
✓
✓
✓
✓

V. REQUIRED DOCUMENTS FOR AN AMENDED PLAT

- A. Amended Plat Application (original signatures)
- B. Final Plat Drawing (5 paper copies & 1 digital)
- C. Original Plat for comparison
- D. Drainage Study (5 paper copies & 1 digital)
- E. Submit 1 mylar copy and 1 paper copy from county filing
- F. Written Metes and Bounds Description
- G. Dimensions of All Proposed or Existing Lots
- H. Area in acres for each lot
- I. Any Existing Structures which Encroach and Setback Lines

NA
✓
✓
✓
✓
✓
✓
✓
✓
✓

VI.	REQUIREMENTS ON ALL PLATS	APPLICANT	STAFF
A.	Adjacent Property Lines, Streets, Easements	N/A	✓
B.	Names of Owners of Property within 200 feet		✓
C.	Names of Adjoining Subdivisions		✓
D.	Front and Rear Building Setback Lines		✓
E.	Side Setback Lines		✓
F.	City Boundaries Where Applicable		N/A
G.	Date the Drawing was Prepared		✓
H.	Location, Width, Purpose of all Existing Easements		✓
I.	Location, Width, Purpose of all Proposed Easements		✓
J.	Consecutively Numbered or Lettered Lots and Blocks		✓
K.	Map Sheet Size of 18"x24" to 24"x36"		✓
L.	North Arrow		✓
M.	Name, Address, Telephone, of Property Owner		✓
N.	Name, Address, Telephone of Developer		✓
O.	Name, Address, Telephone of Surveyor		✓
P.	Seal of Registered Land Surveyor		✓
Q.	Consecutively Numbered Plat Notes and Conditions		✓
R.	City of Willow Park Plat Dedication Language		✓
S.	Location and Dimensions of Public Use Area		N/A
T.	Graphic Scale of Not Greater Than 1" = 200'		✓
U.	All Existing and Proposed Street Names		✓
V.	Dimensions of All Existing and Proposed Rights-of-Way as Specified on Master Thoroughfare Plan		✓
W.	Subdivision Boundary in Bold Lines		✓
X.	Subdivision Name		✓
Y.	Title Block Identifying Plat Type		✓
Z.	Key Map at 1"=2000'		✓
AA.	Surveyor's Certification of Compliance		✓
BB.	Texas NAD83 State Plane Coordinates (Grid) (at least 2 corners)		✓
CC.	Show relationship of plat to existing "water, sewage, and drainage		✓

VII.	ADDITIONAL DOCUMENTS REQUIRED ON FINAL PLATS	APPLICANT	STAFF
A.	A written and notarized statement describing the minimum improvements which the subdivider agrees to provide, conditional upon City Council approval of the final plat		
B.	A written and notarized statement that all property taxes and assessments have been paid for past years and up to Current date. This statement shall be signed by the owner or owners (original and one copy)		
C.	A written and notarized acknowledgement of the dedication to public use of streets, parks, water courses, drains, easements and other such public places as shown on the plat, and of payments in lieu of certain public dedications. Property designated for schools, churches, hospitals, municipal purposes, and other uses, shall be noted, as well as the conditions and procedures by which such property and monies shall be made available to prospective purchasers or governing bodies. This statement shall be signed by the owner or owners, and all persons having a mortgage or lien interest in the property. (if applicable)		

PLEASE NOTE: After staff approval, up to fifteen (15) additional paper copies may be required for review by the Planning & Zoning Commission and City Council.

Willow Park
Plat
Building Official Review

Applicant Questions:

Front building setback: 25 ft.

Rear building setback: 10 ft.

Side building setback: 10 ft.

Side building setback: 10 ft.

Does the site include any utility/electric/gas/water/sewer easements?

Yes

No

Does the site include any drainage easements?

Yes

No

Does the site include any roadway/through fare easements?

Yes

No

Staff Review:

Does the plat include all the required designations?

Yes

No

Are the setbacks for the building sufficient?

Yes

No

Are there any easement conflicts?

Yes

No

Do the proposed easements align with neighboring easements?

Yes

No

Are the proposed easements sufficient to provide service?

Yes

No

Does the proposed project pose any planning concerns?

Yes

No

Approved

Not Approved

Needs More Information or Corrections

Building Official Approval Signature:

BETTY L CHEW

Date: 09/12/2018

Willow Park
Plat
Public Works Review

Applicant Questions:

Is the project serviced by an existing road?

☒ Yes

No

If yes, which road? MEADOW PLACE & KINGS GATE

Is the project serviced by an existing water line?

☒ Yes

No

If yes, what size line? 8"

Will the project require the extension of a water line?

☒ Yes

No

Does the project use well water?

☒ No

Drinking

Irrigation

If yes, which aquifer does the well pull from? N/A

Is the project serviced by an existing sewer line?

☒ Yes

No

If yes, what size line? 8"

If no, what type and size is the septic system? N/A

Staff Review:

Will servicing this project require additional infrastructure beyond what is identified in the Capital Improvement Plan?

Yes

☒ No

Any additional concerns:

DEV. WILL EXTEND WATER & SANITARY SEWER MAINS

☒ Approved

Not Approved

Needs More Information or Corrections

Public Works Approval Signature:

Raymon Johnson

Date:

07/13/2018

Willow Park
Plat
Flood Plain Review

Applicant Questions:

Is any part of the plat in the 100-year flood plain? Yes No
If yes, what is the base flood elevation for the area? ON PLAT
Is the footprint of any built improvement in the 100-year flood plain? Yes No
If yes, what is the base flood elevation for the area? ON PLAT
Is the footprint of any habitable structure in the 100-year flood plain? Yes No
If yes, what is the base flood elevation for the area? ON PLAT

Staff Review:

Base flood elevations confirmed? Yes No
Does the proposed project pose any safety concerns? Yes No

FINISHED FLOOR ELEVATIONS
FINAL PLAT

Approved

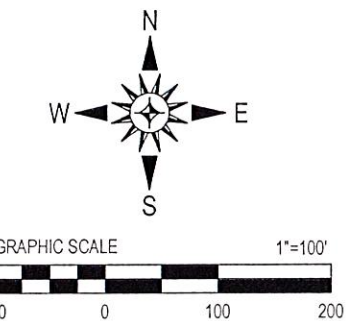
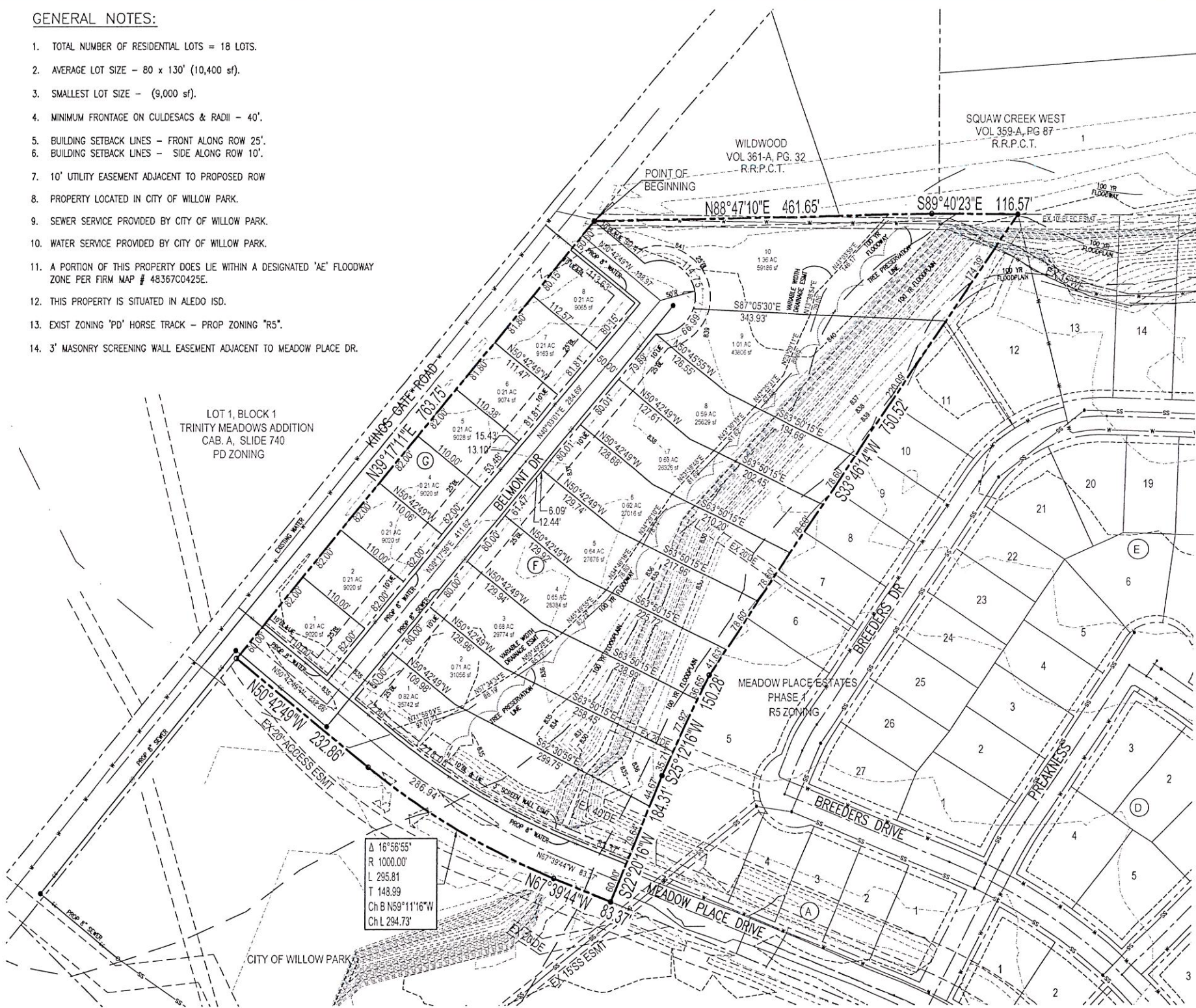
Not Approved

Needs More Information or Corrections

Flood Plain Manager Approval Signature: DEREK TURNER Date: 09/18/2018

GENERAL NOTES:

1. TOTAL NUMBER OF RESIDENTIAL LOTS = 18 LOTS.
2. AVERAGE LOT SIZE - 80 x 130' (10,400 sf).
3. SMALLEST LOT SIZE - (9,000 sf).
4. MINIMUM FRONTAGE ON CULDESACS & RADII - 40'.
5. BUILDING SETBACK LINES - FRONT ALONG ROW 25'.
6. BUILDING SETBACK LINES - SIDE ALONG ROW 10'.
7. 10' UTILITY EASEMENT ADJACENT TO PROPOSED ROW
8. PROPERTY LOCATED IN CITY OF WILLOW PARK.
9. SEWER SERVICE PROVIDED BY CITY OF WILLOW PARK.
10. WATER SERVICE PROVIDED BY CITY OF WILLOW PARK.
11. A PORTION OF THIS PROPERTY DOES LIE WITHIN A DESIGNATED 'AE' FLOODWAY ZONE PER FIRM MAP # 48367C0425E.
12. THIS PROPERTY IS SITUATED IN ALEDO ISD.
13. EXIST ZONING 'PD' HORSE TRACK - PROP ZONING 'R5'.
14. 3' MASONRY SCREENING WALL EASEMENT ADJACENT TO MEADOW PLACE DR.



STATE OF TEXAS
COUNTY OF PARKER

I hereby certify this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

PRELIMINARY
NOT TO BE RECORDED
FOR ANY PURPOSES

Charles F. Stark, RPLS
Texas Registration No. 5084
Date: _____



USE OF THIS ELECTRONIC SEAL/SIGNATURE
AUTHORIZED BY CHARLES F. STARK, R.P.L.S.
TEXAS REGISTRATION NO. 5084

NOTE

- OPEN CIRCLE INDICATES 1/2" CAPPED IRON ROD SET STAMPED 'C.F. STARK RPLS 5084' UNLESS OTHERWISE NOTED
- SOLID CIRCLE INDICATE 4" STEEL FENCE POST FOUND OR AS LABELED

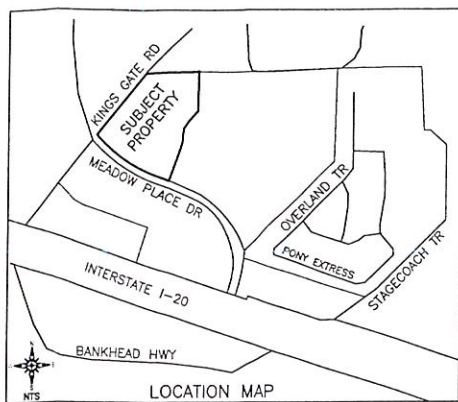
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Texas Registered Engineering Firm F-10998
Texas Registered Survey Firm F-10158800
www.barronstark.com

JOB No. 291-9504
DATE AUG 2018
SHEET

1 OF 1



PRELIMINARY PLAT
LEGAL DESCRIPTION

Being a 11.17 acre tract of land situated in the John Froman Survey, Abstract No. 471, City of Willow Park, Parker County, Texas and being a portion of Lot 1, Block 2 Trinity Meadows, an addition to the City of Willow Park, Texas as recorded in Cabinet A, Slide 740, Plat Records, Parker County, Texas and being more particularly described by metes and bounds as follows;

Beginning at a 1/2 inch found iron rod capped "larger 5854" for the southwest corner of a tract of land conveyed to Wildwood recorded in Volume 361-A, PG 32, Plat Records, Parker County, Texas, said point also being in the easterly right-of-way line of Kings Gate Road

Thence North 88° 47' 10" East with the south line of Wildwood a distance of 461.65 feet to a 1/2 inch found iron rod;

Thence South 89° 40' 23" East a distance of 116.57 feet to a 1/2 inch set iron rod;

Thence South 33° 46' 14" West a distance of 750.52 feet to a 1/2 inch set iron rod;

Thence South 25° 12' 16" West a distance of 150.28 feet to a 1/2 inch set iron rod;

Thence South 22° 20' 16" West a distance of 184.31 feet to a 1/2 inch set iron rod;

Thence North 67° 39' 44" West a distance of 83.37 feet to the beginning of a curve to the right with a radius of 1000.00 feet;

Thence along curve to the right with an arc length of 295.81 feet through a central angle of 16°56'55" with a chord bearing of South 59°11'16" East a distance of 294.73 feet to a 1/2 inch set iron rod;

Thence North 50° 42' 49" West a distance of 232.86 feet to a 1/2 inch set iron rod, said point being on the east right-of-way line of said Kings Gate Road;

Thence North 39° 17' 11" East with the Kings Gate Road east line a distance of 763.75 feet to the POINT OF BEGINNING and containing 486,874 square feet, 11.17 acres of land, more or less.

PRELIMINARY PLAT

Approved by the City of Willow Park

RECOMMENDED BY: Planning & Zoning Commission
City of Willow Park, Texas

Signed: _____ date of Recommendation

APPROVED BY: CITY COUNCIL
City of Willow Park, Texas

Signed: _____ date of Approval

Signed: _____ date

PRELIMINARY PLAT

LOTS 1-10, BLOCK F
LOTS 1-8, BLOCK G

MEADOW PLACE ESTATES
AN ADDITION TO THE CITY OF WILLOW PARK
PARKER COUNTY, TEXAS

BEING A REPLAT OF A PORTION OF LOT 1, BLOCK 2
TRINITY MEADOWS AS RECORDED IN
CABINET A, SLIDE 740, PLAT RECORDS, PARKER COUNTY, TEXAS

BEING 11.17 ACRES SITUATED IN THE
JOHN FROMAN SURVEY, ABSTRACT NO. 471



P&Z AGENDA ITEM BRIEFING SHEET

Meeting Date: September 25 th , 2018	Department: Development Services	Presented By: Betty Chew
---	--	------------------------------------

AGENDA ITEM: 6

Consider a Preliminary Plat for The Reserves at Trinity Addition, being a 140.302 acre tract A. McCarver Survey, Abstract No. 910; W. Franklin Survey, Abstract No. 458; I. Hendley Survey, Abstract No. 619; M. Edwards Survey, Abstract No. 1955; and J. Froman Survey, Abstract 471, City of Willow Park, Parker County, Texas.

BACKGROUND:

W. P. D. Trinity LLC, proposes to subdivide this 140.302 acre tract of land. ORDINANCE NO. 740-16 (October 25, 2016) passed by unanimous vote of the City Council provides PD Planned Development District zoning for the property. (SEE ATTACHED ZONING EXHIBIT) The Ordinance also provides Development Standards for the property. (SEE EXHIBIT B)

Phase I of the subdivision will be 72 single family residential lots. Meadow Place Drive a 60' right-of-way will be extended from Kings Gate Road northwest into the subdivision. It will terminate with a temporary turn around. Future development will extend Meadow Place Drive and connect to Crown Road. The residential lots will front on six cul-de-sacs. "Bridge Street" will be constructed and connect this development to the Crown Point development. All street improvements will be constructed by the developer in accordance with City standards.

The subdivision will be served by City water and sewer. The developer will connect to the 12" water main in Kings Gate Road and extend along Meadow Place Drive extending water mains to the cul-de-sacs. The water main will extend to an easement in Block 11 to provide a looped system. Fire hydrants will be installed by the developer in accordance with I.S.O. regulations. Sanitary sewer service will be provided by extension of a 10" sanitary sewer main at Kings Gate Road. Sanitary sewer mains will be extended into the subdivision and extend northwest to the City's Waste Water Treatment Plant. Stormwater flows from the northeast to the southwest across the subdivision to the Clear Fork of the Trinity.

STAFF/BOARD/COMMISSION RECOMMENDATION:

The Preliminary Plat for The Reserves at Trinity Addition meets the requirements of the Subdivision Ordinance and Staff recommends approval.

The Planning and Zoning commission recommends approval of the Preliminary Plat as presented.

EXHIBITS:

Plat Application
Preliminary Plat
PD Ordinance
PD Zoning Map

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

9/27/2018



City of Willow Park Development Services

516 Ranch House Road
Willow Park, Texas 76087

Phone: (817) 441-7108 · Fax: (817) 441-6900

PLAT APPLICATION

MUST BE AN ORIGINAL DOCUMENT – FAXED COPIES WILL NOT BE ACCEPTED
ALL SIGNATURES MUST BE ORIGINAL

Type of Plat: ☒ Preliminary ☐ Final ☐ Replat ☐ Amended

PROPERTY DESCRIPTION:

SUBMITTAL DATE: _____

Address (if assigned): _____

Name of Additions: THE RESERVES AT TRINITY

Location of Addition: NORTH OF IH-20, WEST OF KINGS GATE RD

Number of Lots: 74 Gross Acreage: 140.3⁵² Zoning: PD # of New Street Intersections: 2

PROPERTY OWNER:

Name: WPD Trinity, LLC

Contact: Jess Green

Address: 17010 Interstate Highway 20

Phone: 254-434-7375

City: Cisco

Fax: _____

State: TX Zip: 76437

Email: jgreen@wilksdevelopment.com

Signature: [Signature]

APPLICANT:

Name: SAME AS OWNER

Contact: _____

Address: _____

Phone: _____

City: _____

Fax: _____

State: _____ Zip: _____

Email: _____

Signature: _____

SURVEYOR:

Name: TEXAS SURVEYING, INC.

Contact: josh@txsurveying.com

Address: 104 S. Walnut

Phone: 817 594 0400 xt-107

City: Weatherford


Fax: _____

State: TX Zip: 76086

Email: josh@txsurveying.com

Signature: [Signature]

ENGINEER:

Name: JORDAN ENGINEERING, LLC
Address: 211 HUDSON OAKS DR
City: HUDSON OAKS, TX ~~76087~~
State: TX Zip: 76087
Signature: 

Contact: JORDAN BISHOP
Phone: 817-319-9931
Fax: N/A
Email: jbishop@jordanengineer.com


PRINCIPAL CONTACT: _____ Owner _____ Applicant _____ Surveyor ☒ Engineer

- Staff comment letters and mark-ups will be distributed only to the designated principle contact
- Comments will be sent via email unless otherwise specified

UTILITY PROVIDERS

Electric Provider: ONCOR
Water Provider: CITY
Wastewater Provider: CITY
Gas Provider (if applicable): _____

APPLICATION FEES

 \$ 1,700.⁰⁰ ⁶⁰ 10 \$300.00 PLUS \$10 PER LOT FOR LOTS UP TO 1/2 ACRE IN SIZE OR
_____ \$300.00 PLUS \$10 PER ACRE OR FRACTION THEREOF FOR LOTS LARGER THAN 1/2 ACRE

Additional fees (if applicable):

Any reasonable fees and/or costs, which are required by the City of Willow Park for a proper review of this request, are the sole responsibility of the applicant. Such fees or costs shall include, but are not limited to engineering reviews, legal opinions, building(s)/property inspections and/or testing(s).

City Use Only

Fees Collected: \$ 12,083.00 18

\$ _____

\$ _____

\$ _____

Receipt Number:

PLAT REVIEW CHECKLIST:

****This checklist must be submitted with the initial plat application****

I. GENERAL:

Name of Addition:

THE RESERVES AT TRINITY

Applicant:

WPD TRINITY, LLC

Property Owner(s):

SAME AS APPLICANT

Location of Addition:

NORTH OF IH-20, WEST OF KINGSGATE RD

II. REQUIRED DOCUMENTS FOR A PRELIMINARY PLAT

- | | |
|----|--|
| A. | Preliminary Plat Application (original signatures) |
| B. | Preliminary Plat Drawing (5 paper copies & 1 digital) |
| C. | Preliminary Drainage Analysis (5 paper copies & 1 digital) |
| D. | Concept Construction Plan (5 paper copies & 1 digital) |
| E. | Tree Survey |
| F. | Location and Dimensions of Existing Structures |
| G. | Sectionalizing or Phasing of Plats |
| H. | Zoning Classification of All Properties Shown on the Plat |
| I. | Dimensions of all Proposed or Existing Lots |
| J. | Location of 100-year Flood Limits Where Applicable |

APPLICANT

STAFF

✓
✓
✓
✓
✓
✓
✓
✓
✓
✓

✓
✓
✓
✓
✓
N/A
✓
✓
✓
✓

(PD ATTACHED)

III. REQUIRED DOCUMENTS FOR A FINAL PLAT

- | | |
|----|--|
| A. | Final Plat Application (original signatures) |
| B. | Final Plat Drawing (5 paper copies & 1 digital copy) |
| C. | Drainage Study (5 paper copies & 1 digital) |
| D. | Submit 1 mylar copy and 1 paper copy from county filing |
| E. | Written Metes and Bounds Description |
| F. | Dimensions of All Proposed or Existing Lots |
| G. | Area in acres for each lot |
| H. | Any Existing Structures which Encroach and Setback Lines |
| I. | Parker County Tax Certificate |
| J. | Plans for all water & sewer lines |
| K. | Plans for fire hydrants |
| L. | Plans for all proposed streets and sidewalks |

IV. REQUIRED DOCUMENTS FOR A REPLAT

- | | |
|----|--|
| A. | Replat Application (original signatures) |
| B. | Replat Drawing (5 paper copies & 1 digital copy) |
| C. | Original Plat for comparison |
| D. | Drainage Study (5 paper copies & 1 digital) |
| E. | Submit 1 mylar copy and 1 paper copy from county filing |
| F. | Written Metes and Bounds Description |
| G. | Dimensions of All Proposed or Existing Lots |
| H. | Area in acres for each lot |
| I. | Any Existing Structures which Encroach and Setback Lines |
| J. | Parker County Tax Certificate |

V. REQUIRED DOCUMENTS FOR AN AMENDED PLAT

- | | |
|----|--|
| A. | Amended Plat Application (original signatures) |
| B. | Final Plat Drawing (5 paper copies & 1 digital) |
| C. | Original Plat for comparison |
| D. | Drainage Study (5 paper copies & 1 digital) |
| E. | Submit 1 mylar copy and 1 paper copy from county filing |
| F. | Written Metes and Bounds Description |
| G. | Dimensions of All Proposed or Existing Lots |
| H. | Area in acres for each lot |
| I. | Any Existing Structures which Encroach and Setback Lines |

VI.	REQUIREMENTS ON ALL PLATS	APPLICANT	STAFF
A.	Adjacent Property Lines, Streets, Easements	✓	✓
B.	Names of Owners of Property within 200 feet		
C.	Names of Adjoining Subdivisions		
D.	Front and Rear Building Setback Lines		
E.	Side Setback Lines		
F.	City Boundaries Where Applicable		
G.	Date the Drawing was Prepared		
H.	Location, Width, Purpose of all Existing Easements		
I.	Location, Width, Purpose of all Proposed Easements		
J.	Consecutively Numbered or Lettered Lots and Blocks		
K.	Map Sheet Size of 18"x24" to 24"x36"		
L.	North Arrow		
M.	Name, Address, Telephone, of Property Owner		
N.	Name, Address, Telephone of Developer		
O.	Name, Address, Telephone of Surveyor		
P.	Seal of Registered Land Surveyor		
Q.	Consecutively Numbered Plat Notes and Conditions		
R.	City of Willow Park Plat Dedication Language		
S.	Location and Dimensions of Public Use Area		
T.	Graphic Scale of Not Greater Than 1" = 200'		
U.	All Existing and Proposed Street Names		
V.	Dimensions of All Existing and Proposed Rights-of-Way as Specified on Master Thoroughfare Plan		
W.	Subdivision Boundary in Bold Lines		
X.	Subdivision Name		
Y.	Title Block Identifying Plat Type		
Z.	Key Map at 1"=2000'		
AA.	Surveyor's Certification of Compliance		
BB.	Texas NAD83 State Plane Coordinates (Grid) (at least 2 corners)	✓	
CC.	Show relationship of plat to existing "water, sewage, and drainage	✓	

VII.	ADDITIONAL DOCUMENTS REQUIRED ON FINAL PLATS	APPLICANT	STAFF
A.	A written and notarized statement describing the minimum improvements which the subdivider agrees to provide, conditional upon City Council approval of the final plat		
B.	A written and notarized statement that all property taxes and assessments have been paid for past years and up to Current date. This statement shall be signed by the owner or owners (original and one copy)		
C.	A written and notarized acknowledgement of the dedication to public use of streets, parks, water courses, drains, easements and other such public places as shown on the plat, and of payments in lieu of certain public dedications. Property designated for schools, churches, hospitals, municipal purposes, and other uses, shall be noted, as well as the conditions and procedures by which such property and monies shall be made available to prospective purchasers or governing bodies. This statement shall be signed by the owner or owners, and all persons having a mortgage or lien interest in the property. (if applicable)		

PLEASE NOTE: After staff approval, up to fifteen (15) additional paper copies may be required for review by the Planning & Zoning Commission and City Council.

Willow Park
Plat
Building Official Review

Applicant Questions:

Front building setback: _____ ft. *PER PD ZONING* Rear building setback: _____ ft.

Side building setback: _____ ft. Side building setback: _____ ft.

Does the site include any utility/electric/gas/water/sewer easements? ☒ Yes ☐ No

Does the site include any drainage easements? ☒ Yes ☐ No

Does the site include any roadway/through fare easements? ☒ Yes ☐ No

Staff Review:

Does the plat include all the required designations? ☒ Yes ☐ No

Are the setbacks for the building sufficient? ☒ Yes ☐ No

Are there any easement conflicts? ☐ Yes ☒ No

Do the proposed easements align with neighboring easements? ☒ Yes ☐ No

Are the proposed easements sufficient to provide service? ☒ Yes ☐ No

Does the proposed project pose any planning concerns? ☐ Yes ☒ No

PD REGULATIONS ATTACHED

☒ Approved

☐ Not Approved

☐ Needs More Information or Corrections

Building Official Approval Signature:

BETTY L CHEW

Date: *09/19/2018*

Willow Park
Plat
Public Works Review

Applicant Questions:

Is the project serviced by an existing road? ☒ Yes No
If yes, which road? KINGS GATE
Is the project serviced by an existing water line? ☒ Yes No
If yes, what size line? 12"
Will the project require the extension of a water line? ☒ Yes No
Does the project use well water? ☒ No Drinking Irrigation
If yes, which aquifer does the well pull from? N/A
Is the project serviced by an existing sewer line? ☒ Yes No
If yes, what size line? 10"
If no, what type and size is the septic system? N/A

Staff Review:

Will servicing this project require additional infrastructure beyond what is identified in the Capital Improvement Plan?

Yes

☒ No

Any additional concerns: _____

☒ Approved

Not Approved

Needs More Information or Corrections

Public Works Approval Signature: RAYMON JOHNSON

Date: 09/18/2018

Willow Park
Plat
Flood Plain Review

Applicant Questions:

Is any part of the plat in the 100-year flood plain? Yes No

If yes, what is the base flood elevation for the area? SEE FLOOD STUDY

Is the footprint of any built improvement in the 100-year flood plain? Yes No

If yes, what is the base flood elevation for the area? SEE FLOOD STUDY

Is the footprint of any habitable structure in the 100-year flood plain? Yes No

If yes, what is the base flood elevation for the area? SEE FLOOD STUDY

Staff Review:

Base flood elevations confirmed? Yes No

Does the proposed project pose any safety concerns? Yes No

FINAL PLAT WILL HAVE DETAILED STUDY

Approved

Not Approved

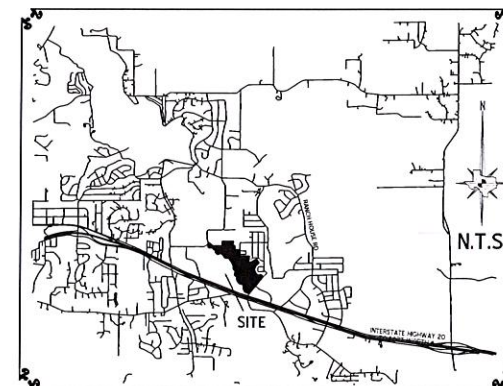
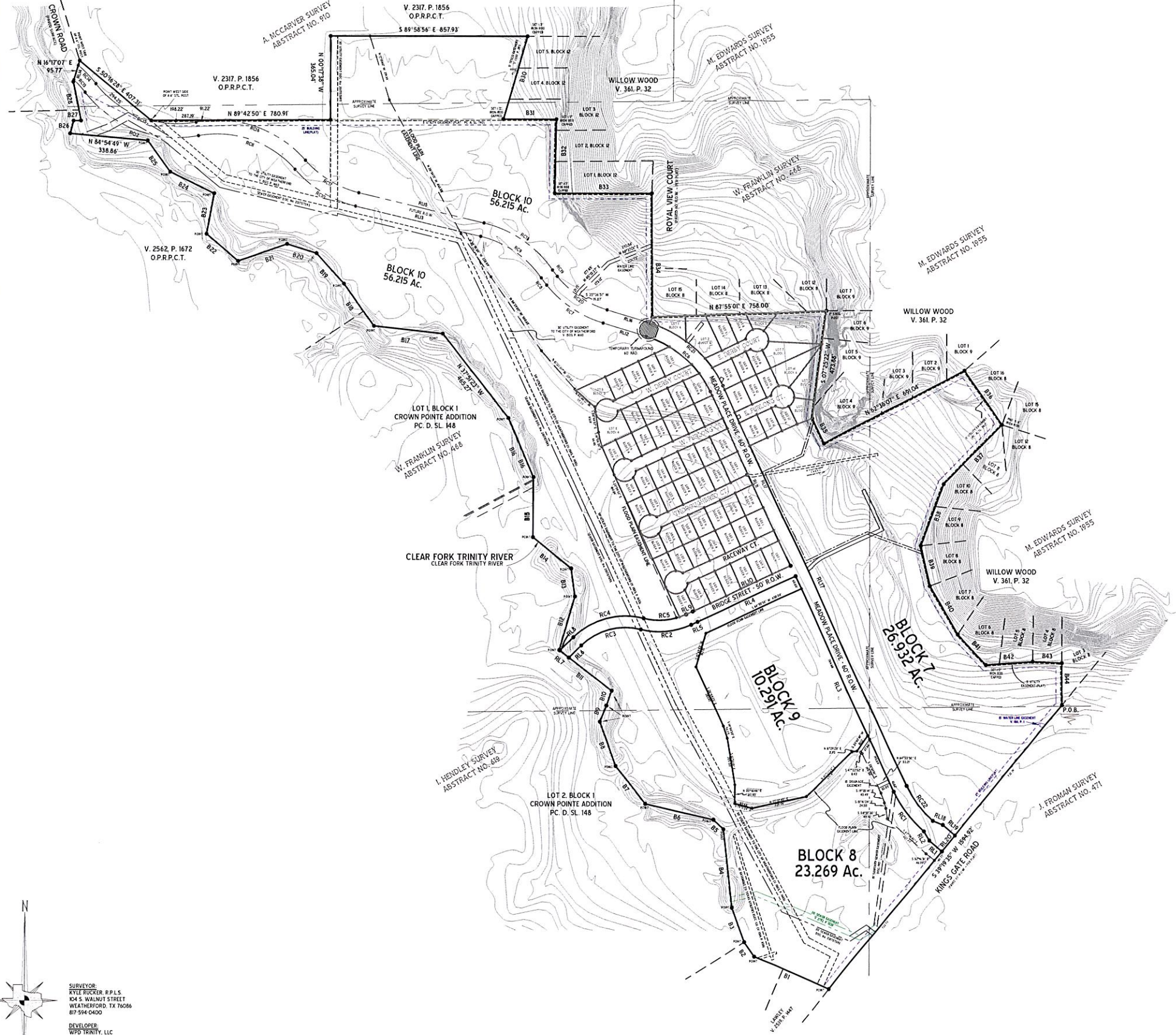
Needs More Information or Corrections

Flood Plain Manager Approval Signature:

DEREK TURNER

Date:

09/18/2018

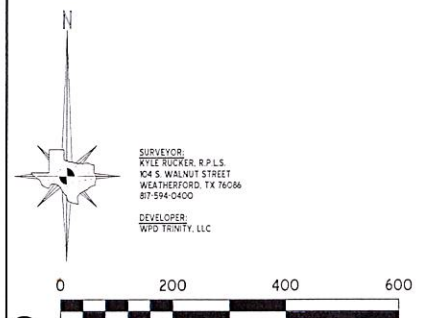


THE RESERVES AT TRINITY
 AN ADDITION
 TO THE CITY OF WILLOW PARK,
 PARKER COUNTY, TEXAS
 BEING A 140.302 ACRES SUBDIVISION LOCATED IN
 WILLOW PARK, PARKER COUNTY, TEXAS
 JULY 2018



SURVEYOR:
 KYLE SICKER, R.P.L.S.
 104 S. WALNUT STREET
 WEATHERFORD, TX 76086
 817-594-0400

DEVELOPER:
 WPD TRINITY, LLC



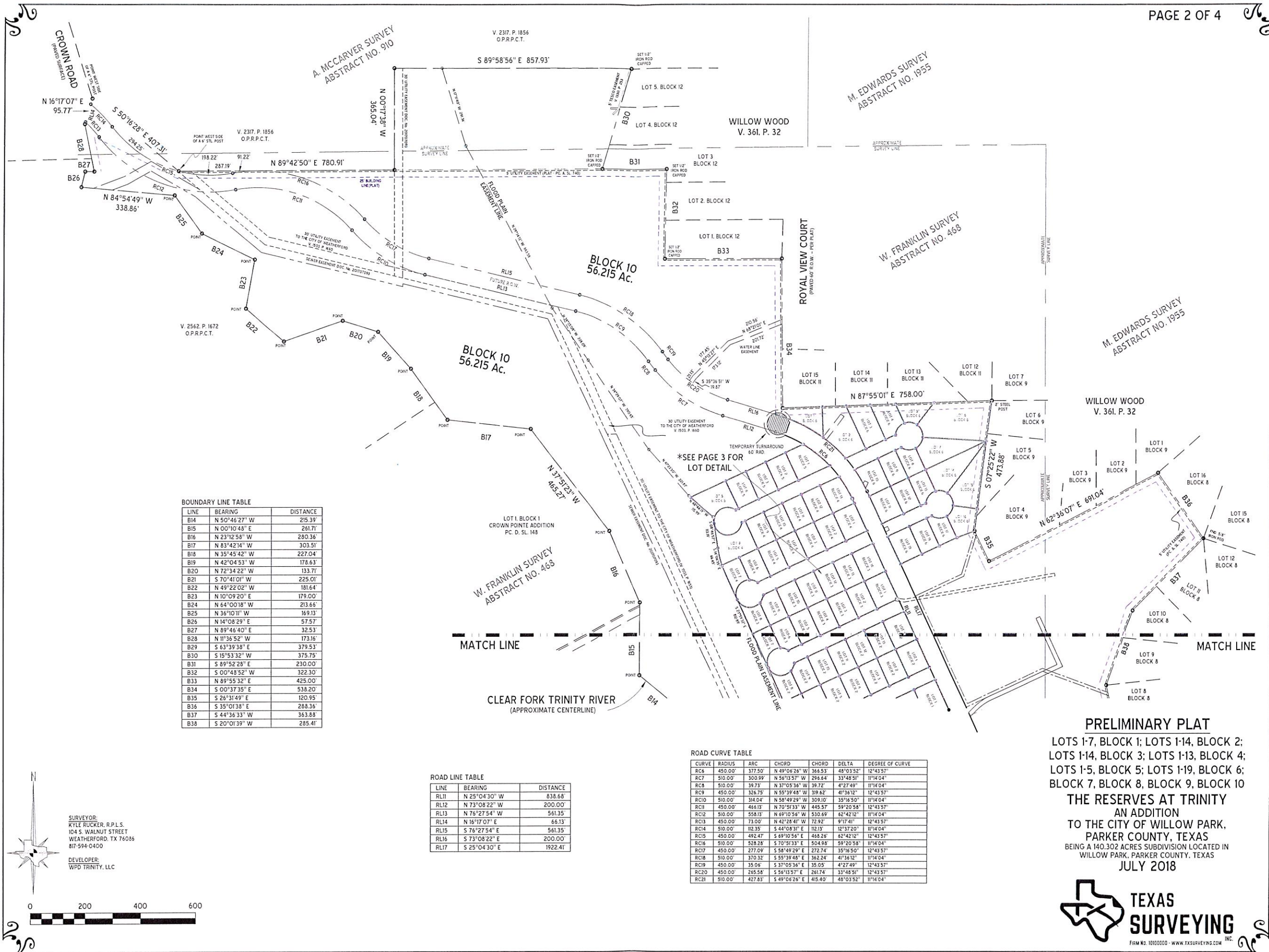
LINE	BEARING	DISTANCE
B1	N 66°55'33" W	356.22
B2	N 35°07'07" W	75.46
B3	N 20°44'43" W	161.89
B4	N 06°39'20" W	341.87
B5	N 46°37'02" W	59.97
B6	N 76°48'22" W	302.35
B7	N 38°32'03" W	210.00
B8	N 20°14'28" W	205.06
B9	N 22°27'19" E	75.76
B10	N 19°06'55" E	68.26
B11	N 52°26'00" W	289.92
B12	N 15°54'04" E	242.57
B13	N 07°58'02" W	123.34
B14	N 50°46'21" W	216.37
B15	N 00°10'48" E	261.71
B16	N 23°12'58" W	280.36
B37	S 44°36'33" W	363.88
B38	S 20°01'39" W	285.41
B39	S 12°53'49" E	180.17
B40	S 30°25'58" E	244.61
B41	S 43°10'50" E	181.51
B42	N 85°58'58" E	205.15
B43	S 87°23'04" E	126.42
B44	S 00°36'36" E	183.34

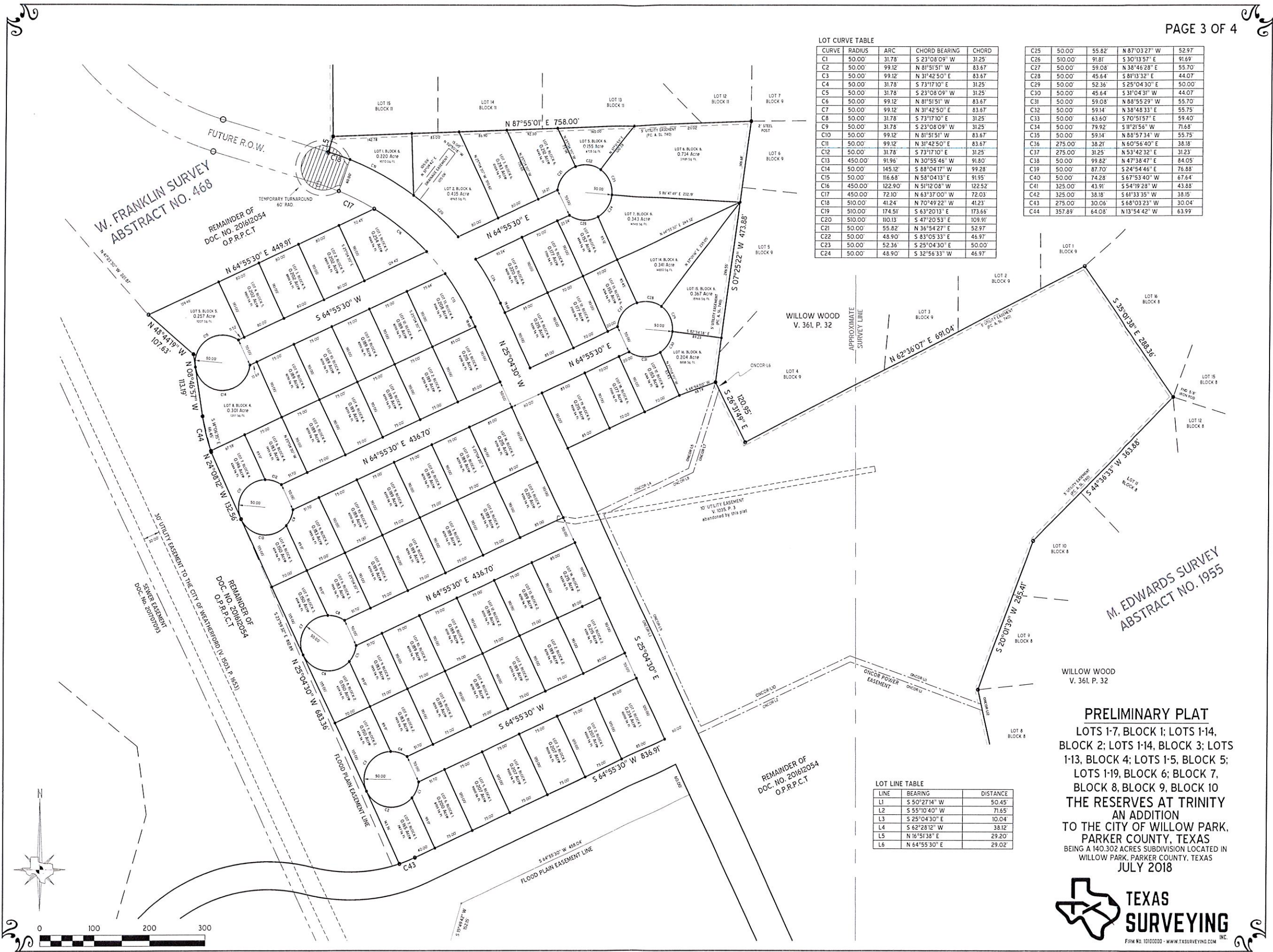
LINE	BEARING	DISTANCE
RL1	N 49°32'56" W	72.38
RL2	N 30°52'24" W	46.84
RL3	N 25°04'30" W	1033.73
RL4	S 64°55'30" W	469.98
RL5	S 64°55'30" W	30.02
RL6	S 45°32'50" W	74.97
RL7	N 52°26'00" W	50.49
RL8	N 45°32'50" E	81.98
RL9	N 64°55'30" E	30.02
RL10	N 64°55'30" E	469.98
RL11	N 25°04'30" W	838.68
RL12	S 25°04'30" E	1922.41
RL17	S 68°13'27" E	46.84
RL18	S 49°32'56" E	70.61
RL20	S 39°19'35" W	90.02

CURVE	RADIUS	ARC	CHORD	CHORD	DELTA	DEGREE OF CURVE
RC1	510.0'	217.85	N 37°18'43" W	216.98	24°28'26"	11°14'04"
RC2	325.00'	223.72	S 64°36'43" W	219.33	39°26'28"	17°37'46"
RC3	275.00'	282.31	S 74°57'24" W	270.08	58°49'07"	20°50'05"
RC4	325.00'	333.64	N 74°57'24" E	319.18	58°49'07"	17°37'46"
RC5	275.00'	189.30	N 84°36'43" E	185.59	39°26'28"	20°50'05"
RC22	450.00'	192.22	S 37°18'43" E	190.76	24°28'26"	12°43'57"

LOTS 1-7, BLOCK 1; LOTS 1-14,
BLOCK 2; LOTS 1-14, BLOCK 3; LOTS
1-13, BLOCK 4; LOTS 1-5, BLOCK 5;
LOTS 1-19, BLOCK 6; BLOCK 7,
BLOCK 8, BLOCK 9, BLOCK 10
THE RESERVES AT TRINITY
AN ADDITION
TO THE CITY OF WILLOW PARK,
PARKER COUNTY, TEXAS
BEING A 140.302 ACRES SUBDIVISION LOCATED IN
WILLOW PARK, PARKER COUNTY, TEXAS
JULY 2018







LOT CURVE TABLE				
CURVE	RADIUS	ARC	CHORD BEARING	CHORD
C1	50.00'	31.78'	S 23°08'09" W	31.25'
C2	50.00'	99.12'	N 81°51'51" W	83.67'
C3	50.00'	99.12'	N 31°42'50" E	83.67'
C4	50.00'	31.78'	S 73°17'10" E	31.25'
C5	50.00'	31.78'	S 23°08'09" W	31.25'
C6	50.00'	99.12'	N 81°51'51" W	83.67'
C7	50.00'	99.12'	N 31°42'50" E	83.67'
C8	50.00'	31.78'	S 73°17'10" E	31.25'
C9	50.00'	31.78'	S 23°08'09" W	31.25'
C10	50.00'	99.12'	N 81°51'51" W	83.67'
C11	50.00'	99.12'	N 31°42'50" E	83.67'
C12	50.00'	31.78'	S 73°17'10" E	31.25'
C13	450.00'	91.96'	N 30°55'46" W	91.80'
C14	50.00'	145.12'	S 88°04'17" W	99.28'
C15	50.00'	116.68'	N 58°04'13" E	91.95'
C16	450.00'	122.90'	N 51°12'08" W	122.52'
C17	450.00'	72.10'	N 63°37'00" W	72.03'
C18	510.00'	41.24'	N 70°49'22" W	41.23'
C19	510.00'	174.51'	S 63°20'13" E	173.66'
C20	510.00'	110.13'	S 47°20'53" E	109.91'
C21	50.00'	55.82'	N 36°54'27" E	52.97'
C22	50.00'	48.90'	S 83°05'33" E	46.97'
C23	50.00'	52.36'	S 25°04'30" E	50.00'
C24	50.00'	48.90'	S 32°56'33" W	46.97'

C25	50.00'	55.82'	N 87°03'27" W	52.97'
C26	510.00'	91.81'	S 30°13'57" E	91.69'
C27	50.00'	59.08'	N 38°46'28" E	55.70'
C28	50.00'	45.64'	S 81°13'32" E	44.07'
C29	50.00'	52.36'	S 25°04'30" E	50.00'
C30	50.00'	45.64'	S 31°04'31" W	44.07'
C31	50.00'	59.08'	N 88°55'29" W	55.70'
C32	50.00'	59.14'	N 38°48'33" E	55.75'
C33	50.00'	63.60'	S 70°51'57" E	59.40'
C34	50.00'	79.92'	S 11°21'56" W	71.68'
C35	50.00'	59.14'	N 88°57'34" W	55.75'
C36	275.00'	38.21'	N 60°56'40" E	38.18'
C37	275.00'	31.25'	N 53°42'32" E	31.23'
C38	50.00'	99.82'	N 47°38'47" E	84.05'
C39	50.00'	87.70'	S 24°54'46" E	76.88'
C40	50.00'	74.28'	S 67°53'40" W	67.64'
C41	325.00'	43.91'	S 54°19'28" W	43.88'
C42	325.00'	38.18'	S 61°33'35" W	38.15'
C43	275.00'	30.06'	S 68°03'23" W	30.04'
C44	357.89'	64.08'	N 13°54'42" W	63.99'

LOT LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 50°27'14" W	50.45'
L2	S 55°10'40" W	71.65'
L3	S 25°04'30" E	10.04'
L4	S 62°28'12" W	38.12'
L5	N 16°51'38" E	29.20'
L6	N 64°55'30" E	29.02'

PRELIMINARY PLAT
LOTS 1-7, BLOCK 1; LOTS 1-14,
BLOCK 2; LOTS 1-14, BLOCK 3; LOTS
1-13, BLOCK 4; LOTS 1-5, BLOCK 5;
LOTS 1-19, BLOCK 6; BLOCK 7,
BLOCK 8, BLOCK 9, BLOCK 10
THE RESERVES AT TRINITY
AN ADDITION
TO THE CITY OF WILLOW PARK,
PARKER COUNTY, TEXAS
BEING A 140.302 ACRES SUBDIVISION LOCATED IN
WILLOW PARK, PARKER COUNTY, TEXAS
JULY 2018



CITY OF WILLOW PARK, TEXAS

ORDINANCE NO. 740-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS, PROVIDING FOR A CHANGE IN ZONING TO PD PLANNED DEVELOPMENT ZONING DISTRICT CLASSIFICATION AND USE DESIGNATION FOR THAT CERTAIN **140.3 ACRES** OF LAND LOCATED IN THE A. MCCARVER SURVEY, ABSTRACT NO. 910, THE W. FRANKLIN SURVEY, ABSTRACT NO. 468, THE I. HENDLEY SURVEY, ABSTRACT NO. 619, THE M. EDWARDS SURVEY, ABSTRACT NO. 1955, AND THE J. FROMAN SURVEY, ABSTRACT NO. 471, ALL IN PARKER COUNTY AND THE CITY OF WILLOW PARK, TEXAS; PROVIDING FOR A PENALTY; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Willow Park is a municipal corporation duly and legally formed in the State of Texas; and

WHEREAS, the City is a general law municipality with specific powers delegated to it to protect the health, safety and general welfare of its citizens; and

WHEREAS, pursuant to Chapter 211 TEXAS LOCAL GOVERNMENT CODE, the City of Willow Park has the authority to adopt comprehensive zoning plans and to amend said plans for the purposes of promoting the health, safety and welfare of the City; and

WHEREAS, the owner of that certain 140.3 acre tract of land described on Exhibit "A" attached hereto has applied for a change in zoning to "PD" Planned Development District consistent with the development standards and Site Plan attached hereto as Exhibit "B" and "C" respectively; and

WHEREAS, a public hearing on the zoning change was held by the Planning and Zoning Commission of the City of Willow Park and a final report for recommendations was submitted to the governing body of the

City; and

WHEREAS, the City of Willow Park held a public hearing subsequent to that of the Planning and Zoning Commission and subsequent to receiving the final report and recommendations of the Planning and Zoning Commission with respect to the application for a zoning change; and

WHEREAS, the City Council finds that the change is consistent with surrounding zoning as shown in the Comprehensive Plan; and

WHEREAS, all requirements concerning notice to adjacent property owners, publication and other procedural requirements have been complied with in accordance with Chapter 211, TEXAS LOCAL GOVERNMENT CODE; and

WHEREAS, the City of Willow Park, Texas does hereby deem it advisable and in the public interest to grant the requested zoning classification: "PD Planned Development District" zoning district classification set forth herein; and

WHEREAS, the City of Willow Park has adopted a Comprehensive Plan for the long range development of the municipality and inclusion of the planned development district described herein is consistent with that long range plan.

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

SECTION 1. AUTHORIZATION

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

SECTION 2. LAND USE PERMITTED

The zoning district classification and use designation of the Property described in Exhibit "A" is hereby changed to "PD Planned Development District" zoning district classification and use allowing the use and development of the Property described in Exhibit "A" in accordance with the development standards on Exhibit "B" and the Site Plan on Exhibit "C". Exhibit "A", Exhibit "B", and Exhibit "C" are attached hereto and incorporated herein for all purposes.

SECTION 3. MAP AMENDMENT

The City Secretary is hereby directed to amend the official zoning map to reflect the adoption of the zoning approved herein consistent with markings as specified by Municipal Code of Ordinances of the City of Willow Park.

SECTION 4. SEVERABILITY

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid by any court,

such invalidity shall not affect the validity of other provisions or applications, and to this end the provisions of this Ordinance are severable.

SECTION 5. 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 6. 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 and the effective date of this Ordinance as required by Section 52.011 of the LOCAL GOVERNMENT CODE.

SECTION 7. EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its adoption by the City Council of the City of Willow Park and after publication as required by law.

PASSED AND ADOPTED this 25th day of October, 2016

/s/

Mayor

ATTEST:

/s/

City Secretary

APPROVED AS TO FORM:

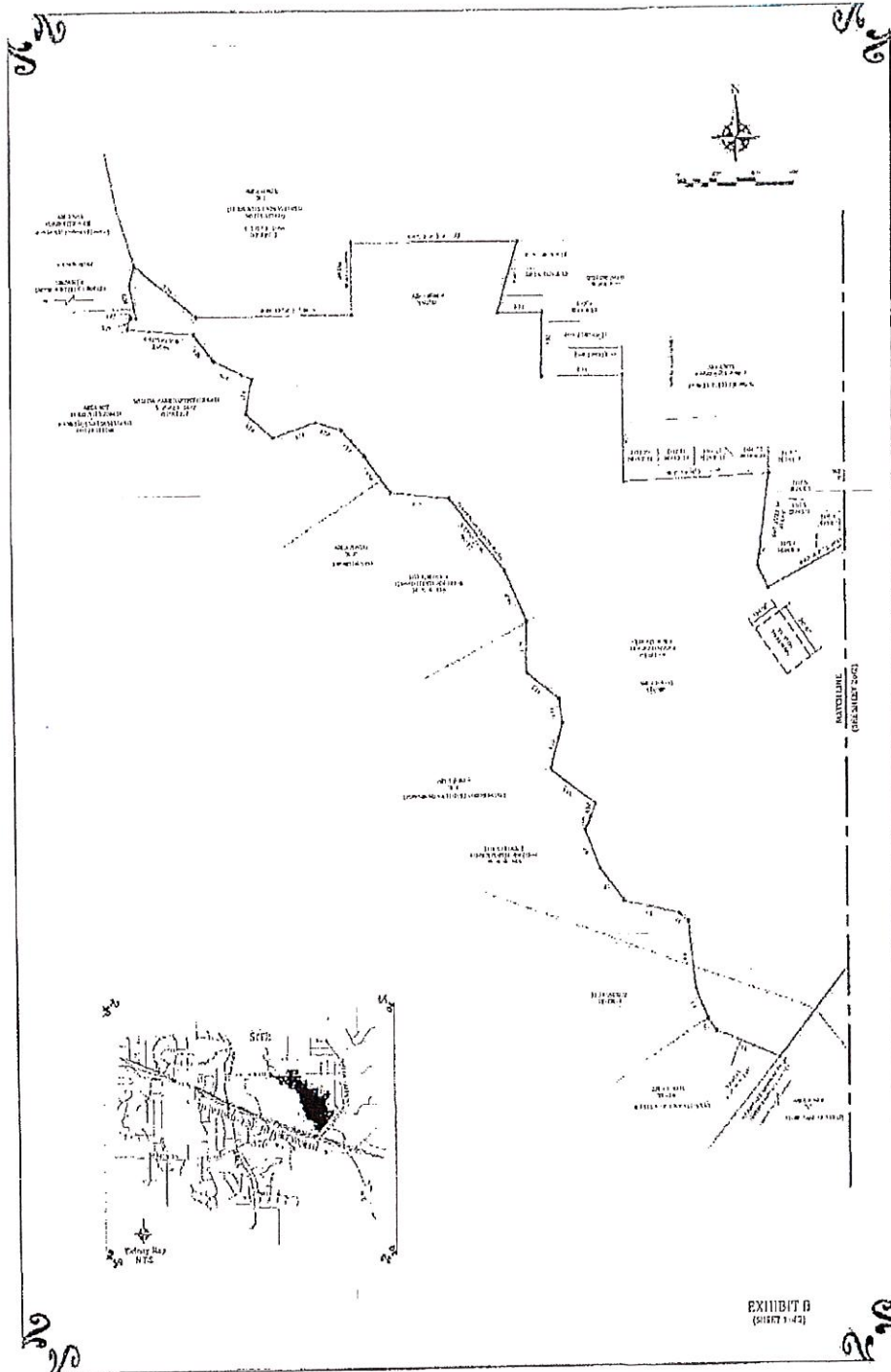
/s/

City Attorney

The Willow Park City Council in acting on Ordinance No. 740-16, did on the 25th day of October 2016 did vote as follows:

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

Exhibit A Description of Property



TRACT DESCRIPTION

BEING A 140.301 ACRE TRACT OF LAND BEING CALLED OUT OF THE A. McCARVER SURVEY, ABSTRACT No. 910, THE W. FRANKLIN SURVEY, ABSTRACT No. 458, THE I. HENDLEY SURVEY, ABSTRACT No. 619, THE M. EDWARDS SURVEY, ABSTRACT No. 1955, AND THE J. FROMAN SURVEY, ABSTRACT No. 471, ALL IN PARKER COUNTY, TEXAS; AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF KINGS GATE ROAD, FOR THE MOST SOUTHEAST AND BEGINNING CORNER OF THIS TRACT;

THENCE TO POINTS FOR CORNERS THE FOLLOWING COURSES AND DISTANCES:

South 39°19'35" West, 1,594.92 feet
North 66°55'33" West, 356.22 feet
North 35°07'07" West, 75.46 feet
North 20°44'43" West, 161.89 feet
North 6°59'20" West, 341.87 feet
North 46°37'02" West, 59.97 feet
North 76°48'22" West, 302.35 feet
North 38°32'03" West, 210.00 feet
North 20°14'28" West, 205.06 feet
North 22°27'19" East, 75.76 feet
North 19°06'55" East, 68.26 feet
North 52°26'00" West, 289.92 feet
North 15°54'04" East, 242.57 feet
North 7°58'02" West, 123.34 feet
North 50°46'27" West, 215.39 feet
North 0°10'48" East, 261.71 feet
North 23°12'58" West, 280.36 feet
North 37°51'23" West, 465.27 feet
North 83°42'14" West, 903.51 feet
North 35°45'42" West, 227.04 feet
North 42°04'53" West, 178.63 feet
North 72°34'22" West, 133.71 feet
South 70°41'01" West, 225.01 feet
North 49°22'02" West, 181.64 feet
North 10°09'20" East, 179.00 feet
North 64°00'18" West, 213.66 feet
North 36°10'11" West, 169.13 feet
North 24°54'49" West, 338.85 feet
North 14°08'29" East, 57.57 feet
North 89°48'40" East, 32.53 feet
North 11°36'52" West, 173.16 feet
North 16°17'07" East, 95.77 feet
South 50°16'28" East, 407.31 feet
North 89°42'50" East, 780.91 feet
North 0°17'38" West, 365.04 feet
South 89°58'56" East, 657.93 feet
South 15°53'32" West, 375.75 feet
South 89°52'28" East, 230.00 feet
South 0°48'52" West, 322.90 feet
North 89°55'32" East, 425.00 feet
South 0°37'35" East, 538.20 feet
North 87°55'01" East, 758.00 feet
South 7°25'22" West, 473.88 feet
South 26°31'49" East, 120.95 feet
North 62°36'07" East, 691.04 feet
South 35°01'38" East, 288.38 feet
South 44°36'33" West, 363.88 feet
South 20°01'39" West, 285.41 feet
South 12°53'49" East, 180.17 feet
South 30°25'58" East, 244.61 feet
South 43°10'50" East, 181.51 feet
North 85°59'58" East, 205.15 feet
South 87°23'04" East, 126.42 feet
South 0°36'26" East, 183.34 feet TO THE POINT OF BEGINNING, BEING A 140.301 ACRE TRACT OF LAND.

EXHIBIT B
(SHEET 3 of 3)

Exhibit B
PD Development Standards

1. Definitions.

- a. Accessory use means any use that is customarily incidental to the primary use of the property on which it is located. An accessory use may include accessory buildings and structures. Amenity centers and clubhouses are accessory uses to single family detached development, and may be located on separate platted lots. No accessory use shall be construed as allowing articles or material to be in the open or on the outside of the building.
- b. Site Plan means the Site Plan attached as Exhibit C, as amended in accordance with Section 3.
- c. Event center means a facility that may include some or all of the following types of uses: event space for weddings, meetings, parties, and other types of events; meeting rooms; game courts; fitness center/gym; swimming pools; athletic fields and facilities; childcare, dining; catering kitchen; spa facilities and services; and other similar uses.
- d. Property means the property depicted and described on Exhibit A.
- e. Public parking means parking available to the public that may be used to satisfy the parking requirement for a use located within or outside of the boundaries of this planned development district. Public parking may also provide excess parking that is not required by the Zoning Ordinance.
- f. Townhome means a single family dwelling unit horizontally attached to another dwelling unit by a common wall. Townhomes may be located on the same platted lot or on separate platted lots. The term townhome does not include a dwelling unit located above another dwelling unit. Townhomes are not included in the definition of a multi-family dwelling.
- g. Zoning Ordinance means the comprehensive zoning ordinance of the City of Willow Park attached as Exhibit D.

2. Applicable Regulations. Development and use of the Property shall comply with the Zoning Ordinance, as amended by Ordinance No. ____ establishing these planned development district zoning regulations. In the event of a conflict between the Zoning Ordinance or any other City ordinance, rule, or regulation and these planned development district zoning regulations, these planned development district zoning regulations shall control. With the exception of the Zoning Ordinance and these planned development district zoning regulations, no other zoning regulations shall apply to the development or use of the Property.

3. Site Plan; Future Approvals.

- a. Development and use of the Property shall comply with the Site Plan.
 - b. The Site Plan may be amended from time to time provided each planning area shown on the Site Plan maintains roadway contiguity as shown on the original Site Plan attached as Exhibit C. City approval of a plat confirms the Site Plan amendment. Once the city approves the plat, the Site Plan attached as Exhibit C is automatically amended consistent with the approved plat.
 - c. Any revision to the Site Plan that does not meet the requirements of Section 3(b) shall constitute a zoning amendment that requires compliance with the procedures for a change in zoning.
 - d. When the Site Plan is amended pursuant to Section 3(b), the developer shall file a copy of the updated Site Plan that includes the date of the amendment with the Community Development Department and the City Secretary, and a copy of the amended plan shall be included in the City's official files for this planned development district.
 - e. With the exception of amended Site Plans, which shall be governed exclusively by Sections 3(b)-(d), there shall be no requirements for approval of site plans, concept plans, or development plans referenced in the Zoning Ordinance. The Building Official shall issue a building permit if the permit application demonstrates compliance with these planned development district zoning regulations.
4. Base Zoning Districts. Each planning area shown on the Site Plan shall have a base zoning district as follows:
- a. The base zoning district for the single family (SF) planning area shall be "R-5" Single-Family High Density District.
 - b. The base zoning district for the commercial (C) planning area shall be "C" Commercial District.
 - c. The base zoning district for the event center (EC) planning area shall be "C" Commercial District.
 - d. The base zoning district for the public parking (P) planning area shall be "C" Commercial District.
 - e. The base zoning district for the multi-family (MF) planning area shall be the "R-3" Multifamily District.
 - f. The base zoning district for the townhome (TH) planning area shall be "R-5" Single Family High Density District.
 - g. The base zoning district for the treatment plant (TP) planning area shall be "C" Commercial District, until ownership is transferred to the City.

- h. The base zoning district for the greenbelt (GB) planning area shall be "FP" Flood Plain District.

5. Permitted Uses.

- a. In the single family (SF) planning area, the following uses are permitted by right: single family detached homes and accessory uses.

- b. In the commercial (C) planning area, the following uses are permitted by right:

- Accessory uses.
- Amphitheater
- Antique shops
- Assisted living or skilled nursing facility
- Athletic facility, which may include athletic fields for football, soccer, baseball, and other sports
- Bakeries
- Banks, financial institutions
- Barber and beauty shops
- Bicycle sales and service
- Book and stationery stores, newsstands
- Business college and private school facilities
- Caterer or wedding service
- Cigar or tobacco stores
- Cleaning, pressing and laundry collection
- Confectioner stores
- Copy center
- Custom dressmaking or millinery shops
- Day care nursery or pre-school
- Drug stores, health product stores
- Dry good, variety, notion stores
- Event center
- Express offices
- Fitness center, gym
- Florist, jewelry, and gift shops
- Grocery stores, vegetable and meat markets
- Hardware store
- Health and medical products for personal use
- Horse stables
- Hotel and/ or motel
- Household and office furniture
- Imaging or x-ray center
- Laboratory test facilities
- Lodge & Civic clubs
- Medical provider offices (doctor, dentist, vision, chiropractic, and other)

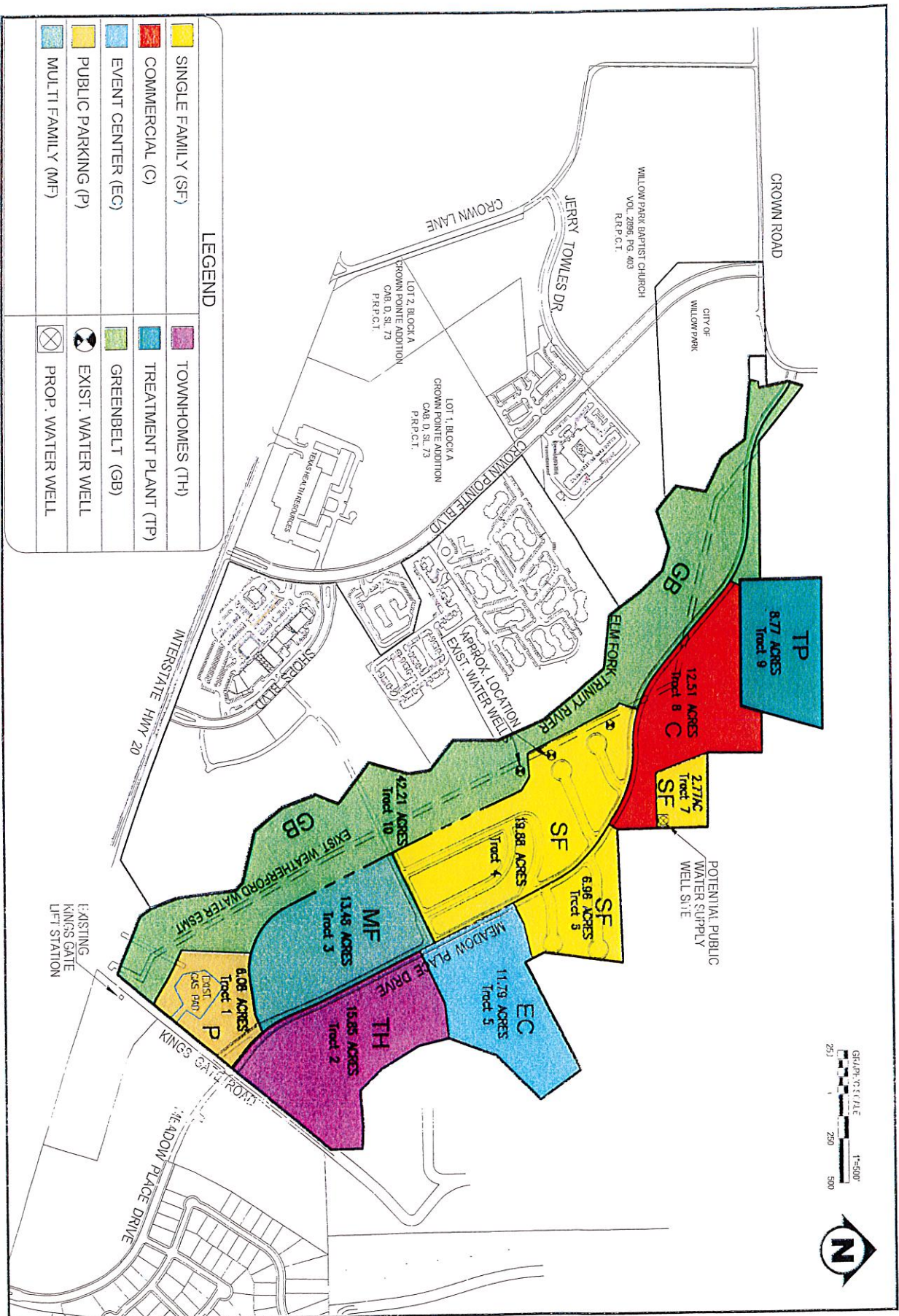
- Medical supplies
 - Movie Theater
 - Musical instrument sales and supplies
 - Optometry facility
 - Personal services
 - Pet shop and related sales
 - Photograph, portrait, camera shops and photo-finishing
 - Physical therapy facility
 - Professional offices (engineering, accounting, attorney, insurance, and other)
 - Public parking
 - Radio and television sales and servicing
 - Real estate offices
 - Restaurants, cafes, cafeterias, delicatessen (with or without drive-thru windows or drive-ins)
 - Retail stores (no limitation on type or size)
 - Services, personal (salons, spas, licensed massage providers, and similar service uses)
 - Service stations (no repair work)
 - Shoe repair
 - Small animal hospital with no outside kennels
 - Tailor, clothing or apparel shops
 - Temporary concrete or asphalt batch plant during construction on the Property
 - Temporary construction offices and trailers
 - Temporary sales or leasing offices
 - Theater
- c. In the event center (EC) planning area, the following uses are permitted by right: an event center, public parking, and accessory uses.
- d. In the public parking (P) planning area, the following use is permitted by right: public parking, food trucks, and outdoor dining areas.
- e. In the multi-family (MF) planning area, the following uses are permitted by right: multi-family, single family detached homes and accessory uses. A maximum of 208 multi-family dwelling units are permitted in the multi-family (MF) planning area.
- f. In the townhome (TH) planning area, the following uses are permitted by right: townhomes, single family detached homes, and accessory uses. A maximum of 110 townhomes are permitted in the townhome (TH) planning area.
- g. In the treatment plant (TP) planning area, the following uses are permitted by right: a public wastewater treatment plant, public parking, food trucks and outdoor dining areas, and accessory uses.

- h. In the greenbelt (GB) planning area, the following uses are permitted by right: open space (passive or active), including horseback riding, hike and bike trails, parks, accessory uses, public parking, and food trucks and outdoor dining areas.
6. **Development Standards.** Development of the Property shall be subject to the development standards for the applicable base zoning district, as set forth in the Zoning Ordinance, except as follows:
- a. Single family detached homes may be developed pursuant to the following standards that shall be the exclusive lot size, density, setback, building height, lot coverage, and living area requirements for a single family detached home:
 - i. Minimum lot size: 5,000 square feet
 - ii. Minimum front yard setback: 15 feet. A corner lot shall be deemed have one front yard, which shall be the yard with the least street frontage.
 - iii. Minimum side yard setback: 5
 - iv. Minimum rear yard setback: 20
 - v. Maximum lot coverage: 45 percent (includes the footprint of all enclosed buildings on a lot)
 - vi. Maximum building height: 35 feet and two stories
 - vii. Maximum number of single family detached homes within the Property: 97
 - viii. Minimum gross living area per dwelling unit: 2,200 square feet
 - ix. Two car front entry garages are permitted.
 - b. Townhomes may be developed pursuant to the following standards that shall be the exclusive lot size, setback, building height, density, lot coverage, living area, and exterior construction and design requirements for a townhome:
 - i. Minimum lot size: 1,600 square feet
 - ii. Minimum front yard setback: 10 feet. A corner lot shall be deemed have one front yard, which shall be the yard with the least street frontage.
 - iii. Minimum side yard setback: none, except a minimum five foot side setback is required on a corner side yard that abuts a street
 - iv. Minimum rear yard setback: none
 - v. Minimum setback from the boundary of the townhome (TH) planning area: 20 feet

- vi. Maximum lot coverage: none
 - vii. Maximum building height: 35 feet and two stories unless sprinklers installed throughout the structure then 50 feet and three stories
 - viii. Maximum density: ten dwelling units per gross acre
 - ix. Minimum gross living area per dwelling unit: 1,200 square feet
 - x. Exterior construction and design regulations: Minimum standard masonry construction: 85% of exterior cladding of the structure. Masonry construction shall include all construction of a minimum of two different coordinated stone and/or brick materials, defined as follows: (a) Stone material. Masonry construction using stone material may consist of granite, marble, limestone, slate, river rock or other hard and durable naturally occurring all-weather stone. Cut stone and dimensioned stone techniques are acceptable. (b) Brick material. Brick material used for masonry construction shall be hard fired (kiln fired) clay or slate material which meets the latest version of ASTM standard C216, Standard Specifications for Face Brick (Solid Masonry Unit Made of Clay or Shale) and be Severe Weather (SW) grade and type FBA or FBS or better. Unfired or underfired clay, sand or shale brick are not allowed.
- c. Single family detached homes shall have a minimum roof pitch of 3:12.
- d. Single family detached homes shall be subject to the following:
- i. The front elevation of each residence shall be 75 percent masonry, exclusive of doors, windows, dormers, and other architectural elements. Each side and rear elevations of a residence shall be at least 50 percent masonry, exclusive of doors, windows, dormers, and other architectural elements, except that a side elevation abutting a side street shall be at least 75 percent masonry, exclusive of doors, windows, dormers, and other architectural elements. For purposes of this paragraph, masonry means stucco, EIFS, brick, and stone.
- e. Single family detached homes with the same floor plan and architectural front elevation must have at least three lots of separation between them on the same side of the street and must not be directly across the street from each other.
- f. Front and rear yard setbacks in the commercial (C) planning area and the event center (EC) planning area shall be a minimum of 20 feet.
- g. The front yard setback shall apply based on the zoning of the lot, regardless of whether property along a block face is split by two or more zoning districts that require different front yard setbacks.
- h. Building lines shall not be required on plats.

7. Development Matrix. With each plat approval and building permit issuance, the developer shall submit an updated matrix that tracks the total number of single family detached homes, townhomes, and multi-family dwelling units to establish ongoing compliance with the requirements of these planned development district zoning regulations.
8. Overlay Districts. No overlay zoning district regulations shall apply to the Property, including, but not limited to, the I-20 overlay district regulations.
9. Landscaping. The City Manager may approve an alternative landscape plan for a platted lot provided the alternative plan meets or exceeds the total amount of landscaping required by the Zoning Ordinance for that lot.
10. Signs. The City Manager may approve an alternative sign plan for a platted lot provided the alternative plan meets the spirit and intent of the City's sign ordinance.
11. Fencing. Perimeter fencing is not required.
12. Parking. Required parking spaces may be located at any location within the Property, including within the floodplain. Required parking spaces are not required to be located on the same platted lot as the use that the parking serves but must be adjacent to or accessible from the use that the parking serves. Each townhome shall include a minimum of two parking spaces in an attached garage. For multi-family uses, a minimum of ten percent of the dwelling units shall have a garage, which shall count towards any covered parking requirements.
13. Sidewalks. Public sidewalks shall be constructed adjacent to all public roadways within the Property at the time a builder constructs a building on the adjacent private lot. In residential areas, sidewalks are required on only one side of the street. Sidewalks shall be located within the public right-of-way and maintained by the City. Sidewalks shall be a minimum of five feet in width with 4-inch thick concrete and otherwise constructed in accordance with the City's standard specifications.
14. Hike and Bike Trail; Open Space.
 - a. A hike and bike trail that is a minimum of three feet in width and a maximum of 11 feet in width shall be constructed within the greenbelt (GB) planning area shown on the Site Plan. The trail shall be constructed of crushed granite, hot mix asphaltic, concrete, or other material approved by the City. Construction of the trail shall be phased with the development, and shown on each final plat. At the developer's written request and after a final plat for at least 80 percent of the Property has been recorded, the developer will dedicate by separate instrument some or all of the greenbelt (GB) planning area shown on the Site Plan, including the hike and bike trail and public parking areas, and City will accept and maintain the dedicated area and improvements. The dedicated area may, at the developer's option, include lakes.

- b. With the exception of the areas referenced in Section 14(a) that will be dedicated to the City, all other open space designed on a recorded final plat shall be privately owned and maintained by a property owners association.
 - c. There are no park land dedication, park fee, or open space requirements applicable to this Property.
15. Storm Water. Storm water from the Property shall be discharged directly into the Clear Fork of the Trinity River. Storm water detention and retention are not required for the development of the Property so long as the Property is in compliance with all applicable storm water regulations.
16. Streets.
- a. Private street improvements will be designed to standards approved by an engineer licensed by the State of Texas.
 - b. All street and driveway connections to the I-20 service road are exclusively within the jurisdiction of the Texas Department of Transportation, and TxDOT shall be responsible for all permitting and regulatory control over such connections.



PROJECT No.		DESIGNER:		DATE: AUGUST 2016																															
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EXHIBIT C



P&Z AGENDA ITEM BRIEFING SHEET

Meeting Date: September 25 th , 2018	Department: Development Services	Presented By: Betty Chew
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AGENDA ITEM: 7

Consider a Final Plat Willow Park Business Plaza being 5.45 acres of land being a Replat of Lot 1, Block 1, Fawcett Addition, City of Willow Park, Parker County, Texas, located in the 5600 Block of East I-20 Service Road and Willow Crossing Drive.

BACKGROUND:

The owner proposes to resubdivide this commercial lot into four lots for development. The property is located south on I-20 Service Road and Willow Bend Drive. A 26' north-south access easement is dedicated to facilitate access across the property. There are 25' utility easements along the east and west side of the property as well as the access easement serving a dual purpose.

The lots will be served by extension of an existing 8" water main in Willow Bend Drive, The water main will be extended and looped to provide domestic water to the lots as well as fire protection. Sanitary sewer service will be provided by extension of an 8" sanitary sewer main in Willow Crossing Drive and on the east side of the property.

STAFF/BOARD/COMMISSION RECOMMENDATION:

The Final Plat of Willow Park Business Park Plaza Addition meets the requirements of this Subdivision Ordinance and Staff recommends approval.

The Planning and Zoning Commission recommends approval of the Final Plat as presented.

EXHIBITS:

Plat Application
Final Plat

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



City of Willow Park Development Services

516 Ranch House Road

Willow Park, Texas 76087

Phone: (817) 441-7108 · Fax: (817) 441-6900

PLAT APPLICATION

MUST BE AN ORIGINAL DOCUMENT – FAXED COPIES WILL NOT BE ACCEPTED
ALL SIGNATURES MUST BE ORIGINAL

Type of Plat: ☐ Preliminary ☐ Final ☒ Replat ☐ Amended

PROPERTY DESCRIPTION:

SUBMITTAL DATE: _____

Address (if assigned): INTERSTATE HIGHWAY 20

Name of Additions: WILLOW PARK BUSINESS PLAZA

Location of Addition: IH-20 EAST BOUND SERVICE ROAD AND WILLOW CROSSING DRIVE

Number of Lots: 4 Gross Acreage: 5.45 Zoning: _____ # of New Street Intersections: _____

PROPERTY OWNER:

Name: BAR-KO LAND COMPANY, LLC

Contact: BRYSON ADAMS

Address: 2121 McCLENDON ROAD

Phone: 817 253 2494

City: WEATHERFORD

Fax: _____

State: TX Zip: 76088

Email: badams@ml-transfer.com

Signature: [Signature]

APPLICANT:

Name: BARRON-STARK ENGINEERS

Contact: CYNTHIA SWIFT

Address: 6221 SOUTHWEST BLVD, #100

Phone: 817-231-8114

City: FORT WORTH

Fax: 817-231-8144

State: TX Zip: 76132

Email: cynthias@barronstark.com

Signature: [Signature]

SURVEYOR:

Name: BARRON-STARK ENGINEERS

Contact: CHARLES F. STARK, RPLS

Address: 6221 SOUTHWEST BLVD, #100

Phone: 817-296-9550

City: FORT WORTH

Fax: 817-231-8144

State: TX Zip: 76132

Email: chucks@barronstark.com

Signature: [Signature]

ENGINEER:

Name: BARRON-STARK ENGINEERS

Contact: CHARLES F. STARK, PE

Address: 6221 SOUTHWEST BLVD, #100

Phone: 817-296-9550

City: FORT WORTH

Fax: 817-231-8144

State: TX Zip: 76132

Email: chucks@barronstark.com

Signature: 

PRINCIPAL CONTACT: Owner ☒ Applicant ☐ Surveyor ☐ Engineer

- Staff comment letters and mark-ups will be distributed only to the designated principle contact
- Comments will be sent via email unless otherwise specified

UTILITY PROVIDERS


Electric Provider: ONCOR

Water Provider: CITY OF WILLOW PARK

Wastewater Provider: CITY OF WILLOW PARK

Gas Provider (if applicable): NA

APPLICATION FEES

 \$300.00 PLUS \$10 PER LOT FOR LOTS UP TO 1/2 ACRE IN SIZE OR \$400.00
\$300.00 PLUS \$10 PER ACRE OR FRACTION THEREOF FOR LOTS LARGER THAN 1/2 ACRE

Additional fees (if applicable):

Any reasonable fees and/or costs, which are required by the City of Willow Park for a proper review of this request, are the sole responsibility of the applicant. Such fees or costs shall include, but are not limited to engineering reviews, legal opinions, building(s)/property inspections and/or testing(s).

City Use Only

Fees Collected: \$ _____

\$ _____

\$ _____

\$ _____

Receipt Number: _____

PLAT REVIEW CHECKLIST:

****This checklist must be submitted with the initial plat application****

I. GENERAL:

Name of Addition: WILLOW PARK BUSINESS PLAZA
 Applicant: BARRON STARK ENGINEERS
 Property Owner(s): BAR-KO LAND COMPANY, LLC
 Location of Addition: INTERSTATE 20

II. REQUIRED DOCUMENTS FOR A PRELIMINARY PLAT

APPLICANT

STAFF

- A. Preliminary Plat Application (original signatures)
- B. Preliminary Plat Drawing (5 paper copies & 1 digital)
- C. Preliminary Drainage Analysis (5 paper copies & 1 digital)
- D. Concept Construction Plan (5 paper copies & 1 digital)
- E. Tree Survey
- F. Location and Dimensions of Existing Structures
- G. Sectionalizing or Phasing of Plats
- H. Zoning Classification of All Properties Shown on the Plat
- I. Dimensions of all Proposed or Existing Lots
- J. Location of 100-year Flood Limits Where Applicable

NA

7

III. REQUIRED DOCUMENTS FOR A FINAL PLAT

- A. Final Plat Application (original signatures)
- B. Final Plat Drawing (5 paper copies & 1 digital copy)
- C. Drainage Study (5 paper copies & 1 digital)
- D. Submit 1 mylar copy and 1 paper copy from county filing
- E. Written Metes and Bounds Description
- F. Dimensions of All Proposed or Existing Lots
- G. Area in acres for each lot
- H. Any Existing Structures which Encroach and Setback Lines
- I. Parker County Tax Certificate
- J. Plans for all water & sewer lines
- K. Plans for fire hydrants
- L. Plans for all proposed streets and sidewalks

NA

7

IV. REQUIRED DOCUMENTS FOR A REPLAT

- A. Replat Application (original signatures)
- B. Replat Drawing (5 paper copies & 1 digital copy)
- C. Original Plat for comparison
- D. Drainage Study (5 paper copies & 1 digital)
- E. Submit 1 mylar copy and 1 paper copy from county filing
- F. Written Metes and Bounds Description
- G. Dimensions of All Proposed or Existing Lots
- H. Area in acres for each lot
- I. Any Existing Structures which Encroach and Setback Lines
- J. Parker County Tax Certificate

✓

✓

✓

WITH FINAL PLANS
WITH MYLARS

✓

✓

✓

WITH MYLARS

✓

✓

✓

OK

✓

✓

N/A
OK

V. REQUIRED DOCUMENTS FOR AN AMENDED PLAT

- A. Amended Plat Application (original signatures)
- B. Final Plat Drawing (5 paper copies & 1 digital)
- C. Original Plat for comparison
- D. Drainage Study (5 paper copies & 1 digital)
- E. Submit 1 mylar copy and 1 paper copy from county filing
- F. Written Metes and Bounds Description
- G. Dimensions of All Proposed or Existing Lots
- H. Area in acres for each lot
- I. Any Existing Structures which Encroach and Setback Lines

NA

7

VI. REQUIREMENTS ON ALL PLATS		APPLICANT	STAFF
A.	Adjacent Property Lines, Streets, Easements	✓	✓
B.	Names of Owners of Property within 200 feet	✓	✓
C.	Names of Adjoining Subdivisions	✓	✓
D.	Front and Rear Building Setback Lines	✓	✓
E.	Side Setback Lines	✓	✓
F.	City Boundaries Where Applicable	✓	N/A
G.	Date the Drawing was Prepared	✓	✓
H.	Location, Width, Purpose of all Existing Easements	✓	✓
I.	Location, Width, Purpose of all Proposed Easements	✓	✓
J.	Consecutively Numbered or Lettered Lots and Blocks	✓	✓
K.	Map Sheet Size of 18"x24" to 24"x36"	✓	✓
L.	North Arrow	✓	✓
M.	Name, Address, Telephone, of Property Owner	✓	✓
N.	Name, Address, Telephone of Developer	✓	✓
O.	Name, Address, Telephone of Surveyor	✓	✓
P.	Seal of Registered Land Surveyor	✓	✓
Q.	Consecutively Numbered Plat Notes and Conditions	✓	✓
R.	City of Willow Park Plat Dedication Language	✓	✓
S.	Location and Dimensions of Public Use Area	✓	N/A
T.	Graphic Scale of Not Greater Than 1" = 200'	✓	✓
U.	All Existing and Proposed Street Names	✓	✓
V.	Dimensions of All Existing and Proposed Rights-of-Way as Specified on Master Thoroughfare Plan	✓	✓
W.	Subdivision Boundary in Bold Lines	✓	✓
X.	Subdivision Name	✓	✓
Y.	Title Block Identifying Plat Type	✓	✓
Z.	Key Map at 1"=2000'	✓	✓
AA.	Surveyor's Certification of Compliance	✓	✓
BB.	Texas NAD83 State Plane Coordinates (Grid) (at least 2 corners)	✓	✓
CC.	Show relationship of plat to existing "water, sewage, and drainage	WITH FINAL PLANS	✓
VII. ADDITIONAL DOCUMENTS REQUIRED ON FINAL PLATS		APPLICANT	STAFF
A.	A written and notarized statement describing the minimum improvements which the subdivider agrees to provide, conditional upon City Council approval of the final plat	✓	✓
B.	A written and notarized statement that all property taxes and assessments have been paid for past years and up to Current date. This statement shall be signed by the owner or owners (original and one copy)	WITH FINAL RAT	OK
C.	A written and notarized acknowledgement of the dedication to public use of streets, parks, water courses, drains, easements and other such public places as shown on the plat, and of payments in lieu of certain public dedications. Property designated for schools, churches, hospitals, municipal purposes, and other uses, shall be noted, as well as the conditions and procedures by which such property and monies shall be made available to prospective purchasers or governing bodies. This statement shall be signed by the owner or owners, and all persons having a mortgage or lien interest in the property. (if applicable)	✓	✓

PLEASE NOTE: After staff approval, up to fifteen (15) additional paper copies may be required for review by the Planning & Zoning Commission and City Council.

Willow Park
Plat
Building Official Review

Applicant Questions:

Front building setback: 25' ft.

Rear building setback: 25' ft.

Side building setback: 10' ft.

Side building setback: 10' ft.

Does the site include any utility/electric/gas/water/sewer easements?

☒ Yes

☐ No

Does the site include any drainage easements?

☐ Yes

☒ No

Does the site include any roadway/through fare easements? ACCESS

☒ Yes

☐ No

Staff Review:

Does the plat include all the required designations?

☒ Yes

☐ No

Are the setbacks for the building sufficient?

☒ Yes

☐ No

Are there any easement conflicts?

☐ Yes

☒ No

Do the proposed easements align with neighboring easements?

☒ Yes

☐ No

Are the proposed easements sufficient to provide service?

☒ Yes

☐ No

Does the proposed project pose any planning concerns?

☐ Yes

☒ No

☒ Approved

☐ Not Approved

☐ Needs More Information or Corrections

Building Official Approval Signature:

BETTY L. CHEN

Date: 09/11/2018

Willow Park
Plat
Public Works Review

Applicant Questions:

Is the project serviced by an existing road? ☒ Yes ☐ No
If yes, which road? E-20 SERVICE RD
Is the project serviced by an existing water line? ☒ Yes ☐ No
If yes, what size line? _____
Will the project require the extension of a water line? ☐ Yes ☐ No
Does the project use well water? ☒ No ☐ Drinking ☐ Irrigation
If yes, which aquifer does the well pull from? N/A
Is the project serviced by an existing sewer line? ☐ Yes ☐ No
If yes, what size line? _____
If no, what type and size is the septic system? _____

Staff Review:

Will servicing this project require additional infrastructure beyond what is identified in the Capital Improvement Plan?

☐ Yes ☒ No

Any additional concerns: _____

☒ Approved

☐ Not Approved

☐ Needs More Information or Corrections

Public Works Approval Signature: Raymond Johnson

Date: 09/12/2018

Willow Park
Plat
Flood Plain Review

Applicant Questions:

Is any part of the plat in the 100-year flood plain?	Yes	<input checked="" type="radio"/> No
If yes, what is the base flood elevation for the area?	<u>N/A</u>	
Is the footprint of any built improvement in the 100-year flood plain?	Yes	<input checked="" type="radio"/> No
If yes, what is the base flood elevation for the area?	<u>N/A</u>	
Is the footprint of any habitable structure in the 100-year flood plain?	Yes	<input checked="" type="radio"/> No
If yes, what is the base flood elevation for the area?	<u>N/A</u>	

Staff Review:

Base flood elevations confirmed?	Yes	<input type="radio"/> No
Does the proposed project pose any safety concerns?	Yes	<input checked="" type="radio"/> No

DRAINAGE IMPROVEMENT PLANS WITH
EACH LOT DEVELOPMENT

☒ Approved

☐ Not Approved

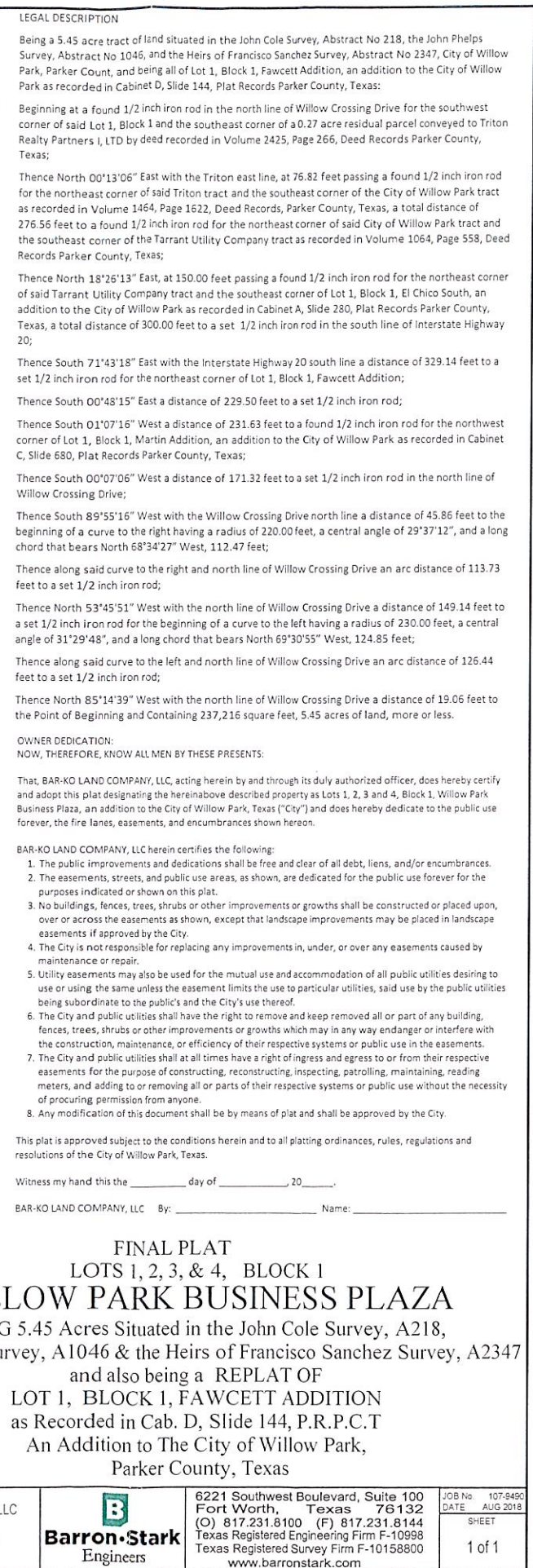
☐ Needs More Information or Corrections

Flood Plain Manager Approval Signature:

DEREK TURNER

Date:

09/11/2018





CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: October 9, 2018	Department: Administration	Presented By: City Manager
---	--------------------------------------	--------------------------------------

AGENDA ITEM: #10

D/A: To consider and take action on an Inter-local Agreement with Hudson Oaks as part of the Fort Worth Water Partnership (See Agenda for full Agenda Item Language)

BACKGROUND:

The cities of Hudson Oaks and Willow Park have been collaborative working on sharing resources, facilities, expenses, and assets. In general, the City of Willow Park will be responsible of 52% of the expenses, while Hudson Oaks will be responsible for 48%. Likewise, the City of Willow Park will also receive 52% of the water resources—approximately 3.5MGPD. Currently, the City of Willow Park can produce approximately 1.5MGPD. This agreement delineates roles, responsibilities, and procedures on how the agreement with Hudson Oaks will operate. Finally, this agreement is required by the City of Fort Worth before they will execute the final agreement. It has been speculated that the City of Fort Worth could execute the final agreement in November or December.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Approve Inter-local Agreement as presented

EXHIBITS:

Proposed map of shared facilities and resources

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

**AGREEMENT FOR THE EXCHANGE OF REAL PROPERTY
BY AND BETWEEN THE CITY OF WILLOW PARK
AND WILLOW PARK BAPTIST CHURCH OF TEXAS**

STATE OF TEXAS

*

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF PARKER

*

THIS AGREEMENT FOR THE EXCHANGE OF REAL PROPERTY (the "Agreement") dated October ____, 2018, is between the City of Willow Park, 516 Ranch House Road, Willow Park, Texas 76087 (hereinafter referred to in this agreement as "City") and Willow Park Baptist Church of Texas 129 S. Ranch House Road, Aledo, Texas 76008 (hereinafter referred to in this Agreement as "Church").

In consideration of the premises, mutual covenants, and agreements contained in the Agreement, the City and the Church covenant and agree as follows:

1. **EXCHANGE:** For and in consideration of the exchange of the following real property as set forth herein, (a) City agrees to exchange by Deed without Warranty to Church all of its right, title and interest in and to the following property: 0.77 acre tract of land situated in the Wesley Franklin Survey, Abstract No. 468, Parker County, Texas and being a portion of that certain Condemnation Tract to the City of Willow Park, Texas Recorded in Docket No. 20468-9-2, Court of Law of Parker County, Texas dated June 20, 1996, more fully described in the Survey Plat and Legal Description attached hereto as Exhibits "A" and "A-1" and incorporated herein as though set out in full (hereinafter referred to as the "City Property"); and (b) Church agrees to exchange by Warranty Deed to the City all of its right, title and interest in and to the following property: A 0.77 acre tract of land situated in the Wesley Franklin Survey, Abstract No. 468, Parker County, Texas and being a portion of that certain tract of land described in a deed to Willow Park Baptist Church of Texas recorded in Volume 2896, Page 403, Deed Records Parker County, Texas, more fully described in the Survey Plat and Legal Description attached hereto as Exhibits "B" and "B-1" and incorporated herein as though set out in full (hereinafter referred to as the "Church Property"). The property being exchanged herein is being exchanged together with all and singular any rights and appurtenances pertaining to the property, including any improvements, fixtures, and personal property situated on and attached to the property.

2. **TAXES AND ASSESSMENTS:** All ad valorem property taxes on the City Property for prior years shall be paid by the City. All ad valorem property taxes on the Church Property for prior years shall be paid by the Church. Taxes for the current year for the City Property and the Church Property shall be prorated to date of closing.

3. **TITLE:** City agrees to furnish a Deed Without Warranty at closing in the form attached as Exhibit "1." The Church agrees to furnish a Warranty Deed at closing in the form attached as Exhibit "2". Each party shall furnish to the other party, at their respective expense, an owner policy of title insurance (the "Title Policy") issued by Reunion Title I-20 Frontage Road, Willow Park, Texas (the "Title Company"), in the amount of the Sales Price, dated at or after closing, insuring the buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the standard printed exceptions. Within 20 days after the Title Company receives a copy of this contract, each party shall furnish to the other a commitment for title insurance (the "Commitment") and, at each party's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment other than the standard printed exceptions. Each

party authorizes the Title Company to mail or hand deliver the Commitment and related documents to the parties at their addresses stated herein. If the Commitment is not delivered to the parties within the specified time, the time for delivery will be automatically extended up to 15 days. Each party will have 7 days after the receipt of the Commitment to object in writing to matters disclosed in the Commitment, except for those matters specifically described in this paragraph. A party's failure to object within the time allowed will constitute a waiver of the party's right to object; except that the requirements in Schedule C of the Commitment will not be deemed to have been waived. Each party may, but shall not be obligated to, cure the timely objections of the other party within 20 days after their receipt and the Closing Date will be extended as necessary. If the objections are not cured by the extended Closing Date, this contract will terminate and any earnest money will be refunded to a party unless the party elects to waive the objections.

The City and the Church each represent and warrant to the other as follows, which representations and warranties shall survive the closing:

- a. There are no parties in possession of any portion of the property, regardless of whether such possession is permissive.
- b. Each party has complied with all applicable laws, ordinances, regulations, statutes, rules, restrictions, and covenants relating to the property, or any part thereof.

4. **CLOSING**: Closing shall take place at Reunion Title within a reasonable time after execution of this Agreement or at such other time as may be mutually agreed upon in writing by the parties. In no event shall said closing be later than November 30, 2018. The parties agree to execute and cause to be executed and delivered to the other at closing deeds for their property as specified herein.

5. **SPECIAL CONDITIONS**: The City and the Church are both exchanging and selling the City Property and the Church Property "as is" and makes no warranties of any kind regarding the property, either express or implied, including, without limitation, as to the condition of the property, any warranty of merchantability and any warranty of fitness for a particular purpose. The City Property and the Church Property shall be sold, transferred and exchanged subject to all rights of way, easements of record and any outstanding mineral interest of record.

6. **IMPROVEMENTS AND OTHER PROPERTY**: No improvements, fixtures, or personal property are excepted from this conveyance. It is understood and agreed, however, if for any reason, either party fails or refuses to remove any improvements, fixtures, or personal property within ten (10) days after closing, then, without further consideration, the title to all or any part of such improvements, fixtures, or personal property not so removed shall pass to and vest in the buyer of the property forever without notice to or demand on the seller of the property, and the party's hereby specifically waive any right they may have to prevent such passage of title or to sue the other party for conversion of the property so passing, or any damages resulting therefrom.

7. **RIGHT OF ENTRY**: Prior to the date of closing, either party, its agents, servants, employees, representatives, independent contractors, and any public utility companies shall have right of entry in, through, over, upon, along and across the City Property and the Church Property for the purpose of making appropriate surveys, of staking and marking rights-of-way, of making corings and other sub-surface exploration and of performing all preliminary work, inspections or research that Buyer deems necessary.

8. **POSSESSION:** Time is of the essence of this contract. Possession of the property shall be given by parties at date of closing.

9. **EXPENSES:** In the event title defects are discovered and the parties elect to cure same by appropriate legal action, the expense of such curative work shall be paid by the party whose property has a title defect. At closing, each party agrees to pay for the costs customarily paid for by the seller of property: releases of existing liens, including prepayment penalties and recording fees; release of the seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee, title insurance; survey costs (if the Title Company requires that the property be surveyed), one-half of closing fees (including legal fees) and other expenses stipulated to be paid by each party under other provisions of this contract. This section shall be subject to the provisions of Section 3, "Title", set forth above.

10. **CITY COUNCIL:** The City Council of the City of Willow Park, Texas has accepted this Agreement to exchange the property for the conditions and terms herein set forth. This writing shall contain the entire agreement between the parties. This Agreement is made with reference to the Ordinances of the City, and the Constitution and Statutes of the State of Texas, and the Church hereby recognizes and agrees to be bound by said Ordinances, Constitution, and Statutes. Said Agreement shall be amended only in writing and with the consent and approval of the City Council of the City of Willow Park acting in regular, open, public meeting.

11. **BREACH OF CONTRACT:** If either party shall fail to fully and timely perform any of its obligations hereunder or shall terminate this Agreement for any reason not permitted under this Agreement, the non breaching party may: 1) enforce specific performance of this Agreement, 2) bring suit for damages against the breaching party. Termination of this Agreement by the non-breaching party shall constitute a permissible termination.

12. **MISCELLANEOUS:**

(a) **Assignment of Agreement:** This Agreement may not be assigned by a party without the express written consent of other party.

(b) **Survival of Covenants:** Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the closing of the transaction contemplated hereby shall survive the closing and shall not be merged therein.

(c) **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Church or the City, as the case may be.

(d) **Texas Law to Apply:** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Shackelford County, Texas.

(e) **Parties Bound:** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns subject to all the terms, conditions and covenants set forth herein.

(f) **Legal Construction:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

(g) **Prior Agreements Superseded**: This Agreement constitutes the entire agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein subject to any amendments accomplished in accordance with the provisions of Section 10, "City Council", set forth above.

(h) **Time of Essence**: Time is of the essence in this Agreement.

(i) **Gender**: Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

j) **Memorandum of Agreement**: Upon request of either party, both parties shall promptly execute a memorandum of this agreement suitable for filing of record.

(k) **Compliance**: In accordance with the requirements of Section 20 of the Texas Real Estate License Act, each party is hereby advised that it should be furnished with or obtain a policy of title insurance or it should have the abstract covering the property examined by an attorney of party's own selection.

(l) **Headings**: The headings of each section of this Agreement are intended as an aid in construction of this Contract and shall not be construed in contravention of any of its provisions.

Executed on this the ____ the day of October, 2018.

CITY OF WILLOW PARK

BY: _____
DOYLE MOSS, Mayor

WILLOW PARK BAPTIST CHURCH OF TEXAS

BY: _____
CLARK BOSHER, Senior Pastor

POINT OF
BEGINNING

1/2" IRON
ROD FOUND

N89°00'36"E
7.61'

CROWN ROAD
(RIGHT-OF-WAY VARIES)

J.B. WYNN SURVEY
ABSTRACT NO. 1637
PARKER COUNTY, TEXAS

PATRICIA G. CHENAULT
VOL. 1585, PG. 348
R.R.P.C.T.

1/2" IRON
ROD FOUND

APPROXIMATE
SURVEY LINE N89°00'36"E
526.73'

S00°00'00"E
95.83'

N00°24'40"E 501.25'

Δ 42°30'00"
R 800.00'
L 593.41
T 311.10
Ch B S21°15'00"E
Ch L 579.90'

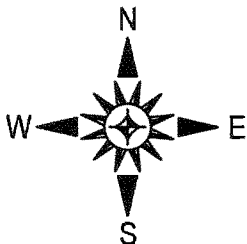
CITY OF WILLOW PARK
CONDEMNATION
DOCKET NO. 20468-9-2
JUNE 20, 1996

PROPOSED
CROWN POINTE BOULEVARD
(80' RIGHT-OF-WAY)

0.77 AC.
(33,365 S.F.)

1/2" IRON
ROD FOUND

N43°47'11"W 192.80'



GRAPHIC SCALE 1"=100'
50 0 50 100

S42°30'00"E
1.40'

1/2" IRON
ROD FOUND

N87°55'35"E
180.90'

S87°54'58"W
130.46'

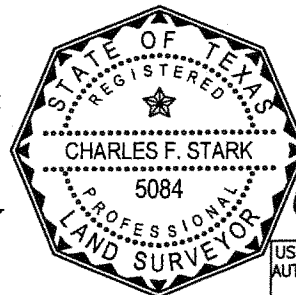
1/2" IRON
ROD FOUND

2" IRON
PIPE FOUND

S87°55'35"W
88.97'

WILLOW PARK BAPTIST CHURCH
VOL. 2896, PG. 403
R.R.P.C.T.
(REMAINDER)

WESLEY FRANKLIN SURVEY
ABSTRACT NO. 468
PARKER COUNTY, TEXAS



USE OF THIS ELECTRONIC SEAL/SIGNATURE
AUTHORIZED BY CHARLES F. STARK, R.P.L.S.
TEXAS REGISTRATION NO. 5084

Charles F. Stark
09/10/2018

B
Barron-Stark
Engineers

6221 Southwest Boulevard, Suite 100
Fort Worth, Texas 76132
(O) 817.231.8100 (F) 817.231.8144
Texas Registered Engineering Firm F-10998
Texas Registered Survey Firm F-10158800
www.barronstark.com

Survey Plat
0.77 Acre Situated in the
WESLEY FRANKLIN SURVEY, ABSTRACT NO. 468
Parker County, Texas
(SEE LEGAL DESCRIPTION SHEET 2)

PROJECT No. 245-9481

DATE: 09-10-18

SHEET

1 of 2

EXHIBIT "A"

Legal Description

0.77 Acre Tract to Be Conveyed By City of Willow Park to Willow Park Baptist Church of Texas

Being a 0.77 acre tract of land situated in the Wesley Franklin Survey, Abstract No. 468, Parker County, Texas and being a portion of that certain Condemnation Tract to the City of Willow Park, Texas recorded in Docket No. 20468-9-2, Court of Law of Parker County, Texas dated June 20, 1996, said 0.77 acres being more particularly described as follows:

Beginning at a found 1/2 inch iron rod in the north line of the Wesley Franklin Survey, Abstract No. 468, for the northwest corner of said Condemnation Tract, said point also being in the south line of the Patricia G. Chenault tract as recorded in Volume 1585, Page 348, Deed Records Parker County, Texas;

Thence North 89°00'36" East with the Franklin Survey north line and the north line of said Condemnation Tract a distance of 7.61 feet to a set 1/2 inch iron rod;

Thence South 00°00'00" East, leaving the north line of said Condemnation Tract, a distance of 95.83 feet to a set 1/2 inch iron rod for the beginning of a curve to the left having a radius of 800.00 feet, a central angle of 42°30'00", and a long chord that bears South 21°15'00" East, 579.90 feet;

Thence along said curve to the left an arc distance of 593.41 feet to a set 1/2 inch iron rod;

Thence South 42°30'00" East a distance of 1.40 feet to a set 1/2 inch iron rod in the south line of said Condemnation Tract;

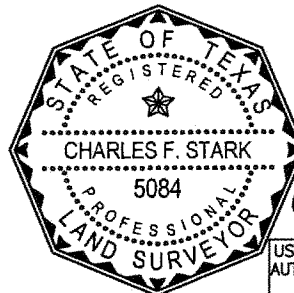
Thence South 87°55'35" West with the south line of said Condemnation Tract a distance of 88.97 feet to a found 2 inch iron pipe for the southwest corner of said Condemnation Tract;

Thence North 43°47'11" West a distance of 192.80 feet to a found 1/2 inch iron rod;

Thence North 00°24'40" East a distance of 501.25 feet to the POINT OF BEGINNING and CONTAINING 33,365 square feet, 0.77 acres of land, more or less.

NOTES:

- 1.) BEARINGS & COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, N.A.D. 83 DATUM (TEXAS NORTH CENTRAL ZONE 4202) DERIVED FROM RESOLVED OPUS SOLUTIONS.
- 2.) SUFFICIENT RESEARCH WAS PERFORMED TO DETERMINE THE BOUNDARY LOCATIONS OF THIS PROPERTY. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE POLICY, THERE MAY BE EASEMENTS AND OTHER MATTERS NOT SHOWN THAT A CURRENT TITLE POLICY MIGHT REVEAL.



Charles F. Stark
09/10/2018
USE OF THIS ELECTRONIC SEAL/SIGNATURE
AUTHORIZED BY CHARLES F. STARK, R.P.L.S.
TEXAS REGISTRATION NO. 5084

B
Barron-Stark
Engineers

6221 Southwest Boulevard, Suite 100
Fort Worth, Texas 76132
(O) 817.231.8100 (F) 817.231.8144
Texas Registered Engineering Firm F-10988
Texas Registered Survey Firm F-10156800
www.barronstark.com

Survey Plat
0.77 Acre Situated in the
WESLEY FRANKLIN SURVEY, ABSTRACT NO. 468
Parker County, Texas

PROJECT No. 245-9481

DATE: 09-10-18

SHEET

2 of 2

EXHIBIT "A-1"

J.B. WYNN SURVEY
ABSTRACT NO. 1637
PARKER COUNTY, TEXAS

PATRICIA G. CHENAULT
VOL. 1585, PG. 348
R.R.P.C.T.

CROWN ROAD (RIGHT-OF-WAY VARIES)

POINT OF
BEGINNING

1/2" IRON
ROD FOUND

APPROXIMATE SURVEY LINE
S89°00'36"W
534.34'

1/2" IRON
ROD FOUND

N89°00'36"E
30.91'

WESLEY FRANKLIN SURVEY
ABSTRACT NO. 468
PARKER COUNTY, TEXAS

CITY OF WILLOW PARK
CONDEMNATION
DOCKET NO. 20468-9-2
JUNE 20, 1996

N00°24'40"E
501.25'

PROPOSED
CROWN POINTE BOULEVARD
(80' RIGHT-OF-WAY)

N00°23'41"E 635.16'

S00°23'41"W 636.05'

2" PIPE POST
FOUND

N43°47'11"W
192.80'

S87°55'35"W
75.81'

1/2" IRON
ROD FOUND

N87°54'58"E
130.46'

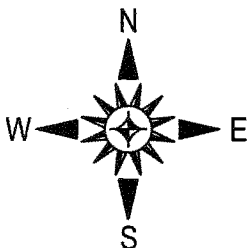
S87°55'35"W
194.07'

0.77 AC.
(33,387 S.F.)

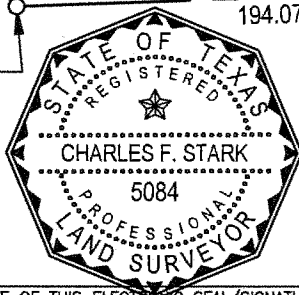
N42°30'00"W 151.42'

S48°36'13"W 179.60'

WILLOW PARK BAPTIST CHURCH
VOL. 2896, PG. 403
R.R.P.C.T.
(REMAINDER)



GRAPHIC SCALE
1"=100'
50 0 50 100



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TEXAS REGISTRATION NO. 5084

Charles F Stark
09/10/2018

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Survey Plat
0.77 Acre Situated in the
WESLEY FRANKLIN SURVEY, ABSTRACT NO. 468
Parker County, Texas
(SEE LEGAL DESCRIPTION SHEET 2)

PROJECT No. 245-9481

DATE: 09-10-18

SHEET

1 of 2

EXHIBIT "B"

Legal Description

0.77 Acre Tract to Be Conveyed By Willow Park Baptist Church to City of Willow Park

Being a 0.77 acre tract of land situated in the Wesley Franklin Survey, Abstract No. 468, Parker County, Texas and being a portion of that certain tract of land described in deed to Willow Park Baptist Church recorded in Volume 2896, Page 403, Deed Records Parker County, Texas, said 0.77 acres being more particularly described as follows;

Beginning at a found 1/2 inch iron rod in the north line of the Wesley Franklin Survey, Abstract No. 468, for the northeast corner of that certain Condemnation Tract to the City of Willow Park, Texas recorded in Docket No. 20468-9-2, Court of Law of Parker County, Texas dated June 20, 1996, said point also being in the south line of the Patricia G. Chenault tract as recorded in Volume 1585, Page 348, Deed Records Parker County, Texas;

Thence North 89°00'36" East with the Franklin Survey north line and the north line of said Church Tract a distance of 30.91 feet to a set 1/2 inch iron rod;

Thence South 00°23'41" West, leaving said north line, a distance of 636.05 feet to a set 1/2 inch iron rod;

Thence South 48°36'13" West a distance of 179.60 feet to a set 1/2 inch iron rod;

Thence North 42°30'00" West a distance of 151.42 feet to a set 1/2 inch iron rod in the south line of said Condemnation Tract;

Thence North 87°55'35" East a distance of 75.81 feet to found 1/2 inch iron rod;

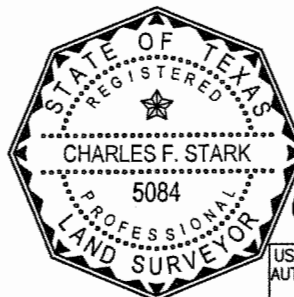
Thence North 87°54'58" East a distance of 130.46 feet to a found 1/2 inch iron rod for the southeast corner of said Condemnation Tract;

Thence North 00°23'41" East a distance of 635.16 feet to the POINT OF BEGINNING and CONTAINING 33,387 square feet, 0.77 acres of land, more or less.

NOTES:

1.) BEARINGS & COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, N.A.D. 83 DATUM (TEXAS NORTH CENTRAL ZONE 4202) DERIVED FROM RESOLVED OPUS SOLUTIONS.

2.) SUFFICIENT RESEARCH WAS PERFORMED TO DETERMINE THE BOUNDARY LOCATIONS OF THIS PROPERTY. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE POLICY, THERE MAY BE EASEMENTS AND OTHER MATTERS NOT SHOWN THAT A CURRENT TITLE POLICY MIGHT REVEAL.



USE OF THIS ELECTRONIC SEAL/SIGNATURE
AUTHORIZED BY CHARLES F. STARK, R.P.L.S.
TEXAS REGISTRATION NO. 5084

Charles F Stark
09/10/2018

B
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Survey Plat
0.77 Acre Situated in the
WESLEY FRANKLIN SURVEY, ABSTRACT NO. 468
Parker County, Texas

PROJECT No. 245-9481

DATE: 09-10-18

SHEET

2 of 2

EXHIBIT 8-1

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

DEED WITHOUT WARRANTY

Date: October __, 2018

Grantor: The City of Willow Park, a municipality in the State of Texas

Grantor's Mailing Address: 516 Ranch House Rd, Willow Park, Parker County, Texas 76087

Grantee: Willow Park Baptist Church of Texas

Grantee's Mailing Address: 129 S. Ranch House Road, Aledo, Parker County, Texas 76008

Consideration: In exchange for Grantee granting Grantor a 0.77 acre tract of land situated in the Wesley Franklin Survey, Abstract No. 468, Parker County, Texas and being a portion of that certain tract of land described in a deed to Willow Park Baptist Church of Texas recorded in Volume 2896, Page 403, Deed Records Parker County, Texas and other good and valuable consideration.

Property (including any improvements): A 0.77 acre tract of land situated in the Wesley Franklin Survey, Abstract No. 468, Parker County, Texas and being a portion of that certain Condemnation Tract to the City of Willow Park, Texas Recorded in Docket No. 20468-9-2, Court of Law of Parker County, Texas dated June 20, 1996, more fully described in the Survey Plat and Legal Description attached hereto as Exhibits "A" and "A-1" and incorporated herein as though set out in full.

EXCULPATION: GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR IS CONVEYING THE PROPERTY "AS IS" AND HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO: (A) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE IMPROVEMENTS, WATER, SOIL, AND GEOLOGY; (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (E) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS, INCLUDING THE EXISTENCE IN, ON, OR UNDER THE PROPERTY OF HAZARDOUS MATERIALS. GRANTEE ACKNOWLEDGES THAT GRANTOR HAS ADVISED GRANTEE TO

EXHIBIT " I "

CONSULT WITH ITS OWN PROFESSIONALS AND EXPERTS WITH EXPERIENCE IN EVALUATING THE CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, REGARDING THE PRESENCE OF HAZARDOUS OR TOXIC SUBSTANCES, AND THAT GRANTEE WILL BE RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND IS NOT RELYING ON ANY INFORMATION OR REPRESENTATION THAT GRANTOR HAS SUPPLIED OR MADE CONCERNING THE PROPERTY.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, unto said Grantee, its successors and assigns forever, and subject to the exculpation, Grantor does hereby bind itself and its successors and assigns forever, without warranty of any kind.

City of Willow Park, Texas

By: _____
Doyle Moss, Mayor

STATE OF TEXAS §
COUNTY OF PARKER §

Before me, the undersigned authority, a Notary Public in and for Parker County, Texas, on this day personally appeared Doyle Moss, Mayor of the City of Willow Park, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity indicated, as the act and deed of said municipal corporation, and for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of October, 2018.

Notary Public, State of Texas

After Recording Return To:

City of Willow Park
Attn: Alicia Smith, City Secretary
516 Ranch House Rd
Willow Park, Texas 76087

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

WARRANTY DEED

Date: October __, 2018

Grantor: Willow Park Baptist Church of Texas

Grantor's Mailing Address: 129 S. Ranch House Road, Aledo, Parker County, Texas 76008

Grantee: The City of Willow Park, a municipality in the State of Texas

Grantee's Mailing Address: 516 Ranch House Rd, Willow Park, Parker County, Texas 76087

Consideration: In exchange for Grantee granting Grantor a 0.77 acre tract of land situated in the Wesley Franklin Survey, Abstract No. 468, Parker County, Texas and being a portion of that certain Condemnation Tract to the City of Willow Park, Texas Recorded in Docket No. 20468-9-2, Court of Law of Parker County, Texas dated June 20, 1996 and other good and valuable consideration.

Property (including any improvements): A 0.77 acre tract of land situated in the Wesley Franklin Survey, Abstract No. 468, Parker County, Texas and being a portion of that certain tract of land described in a deed to Willow Park Baptist Church of Texas recorded in Volume 2896, Page 403, Deed Records Parker County, Texas, more fully described in the Survey Plat and Legal Description attached hereto as Exhibits "A" and "A-1" and incorporated herein as though set out in full.

EXCULPATION: GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR IS CONVEYING THE PROPERTY "AS IS" AND HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO: (A) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE IMPROVEMENTS, WATER, SOIL, AND GEOLOGY; (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (E) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS, INCLUDING THE EXISTENCE IN, ON, OR UNDER THE PROPERTY OF HAZARDOUS MATERIALS. GRANTEE ACKNOWLEDGES THAT GRANTOR HAS ADVISED GRANTEE TO

EXHIBIT "A"

CONSULT WITH ITS OWN PROFESSIONALS AND EXPERTS WITH EXPERIENCE IN EVALUATING THE CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, REGARDING THE PRESENCE OF HAZARDOUS OR TOXIC SUBSTANCES, AND THAT GRANTEE WILL BE RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND IS NOT RELYING ON ANY INFORMATION OR REPRESENTATION THAT GRANTOR HAS SUPPLIED OR MADE CONCERNING THE PROPERTY.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, unto said Grantee, its successors and assigns forever, and subject to the exculpation, Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Willow Park Baptist Church of Texas

By: _____
Clark Bosher, Senior Pastor

STATE OF TEXAS §
COUNTY OF PARKER §

Before me, the undersigned authority, a Notary Public in and for Parker County, Texas, on this day personally appeared Clark Bosher, Senior Pastor, Willow Park Baptist Church of Texas, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity indicated, as the act and deed of said church, and for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of October, 2018.

Notary Public, State of Texas

After Recording Return To:

City of Willow Park
Attn: Alicia Smith, City Secretary
516 Ranch House Rd
Willow Park, Texas 76087

CITY OF WILLOW PARK RIGHT-OF-WAY DEDICATION

STATE OF TEXAS §

COUNTY OF PARKER §

For and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration in hand paid by the City of Willow Park (the receipt of which is hereby acknowledged), Willow Park Baptist Church of Texas, whose address is 129 South Ranch House Road, Aledo, Texas 76008, acting by and through Clark Boshier, its Senior Pastor (hereinafter the "Grantor"), being the owner(s) in fee (hereinafter the "Owner") of real property (hereinafter the "Property") located in Parker County, Texas depicted by drawing as set forth in Exhibit "A" and described by metes and bounds description in Exhibit "A-1", attached hereto and incorporated herein for all purposes of this dedication, does hereby dedicate the Property to the City of Willow Park, Parker County, Texas, whose address is 516 Ranch House Road, Willow Park, Texas 76087 (hereinafter sometimes called the "City") for the use and benefit of the public as a perpetual right-of-way and easement for the passage and accommodation of vehicular and pedestrian traffic, and the construction, operation, use, maintenance, inspection, repair, alteration, and replacement of a paved road within the boundaries of the right-of-way and easement area, and for all other purposes for which a public street and right-of-way is commonly used, including installing, repairing, maintaining, altering, replacing, relocating and operating utilities in, into, upon, over, across, and under said right-of-way, and including but not limited to all such uses permitted by the Laws of the State of Texas and the Ordinances of the City of Willow Park, Texas. This dedication shall also include a temporary construction easement of reasonable width to repair, construct and replace the paved road and the utilities contained therein, which may be needed from time to time.

TO HAVE AND TO HOLD said right-of-way and easement unto the City of Willow Park, its successors and assigns, and Grantor hereby binds itself, its successors and assigns to warrant and forever defend, all and singular, said premises unto the City of Willow Park, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

It is further intended that the permanent right of way and easement herein granted to the City shall run with the land and forever be a right in and to the land, and said grant is expressly excepted from any right of reversion of said premises under any prior deeds in Grantor's chain of title. The permanent right-of-way and easement rights and privileges granted therein are exclusive, and Grantor covenants that it will not convey any other easement or conflicting rights within the area covered by the grant to any other person.

Dated this ____ day of October, 2018.

WILLOW PARK BAPTIST CHURCH OF TEXAS

By: _____
Clark Boshier, Senior Pastor

STATE OF TEXAS §

COUNTY OF PARKER §

Before me, the undersigned authority, a Notary Public in and for Parker County, Texas, on this day personally appeared Clark Boshier, Senior Paster, Willow Park Baptist Church of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed in the capacity therein indicated.

Given under my hand and seal of office this _____ day of _____, 2018.

Notary Public, State of Texas

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest and real property conveyed by this dedication instrument the ____ day of October 2018, from Willow Park Baptist Church of Texas to the City of Willow Park, Texas has been duly accepted subject to all terms and conditions contained therein, and the City Council has consented to recordation of such dedication instrument by its duly authorized officer.

Dated

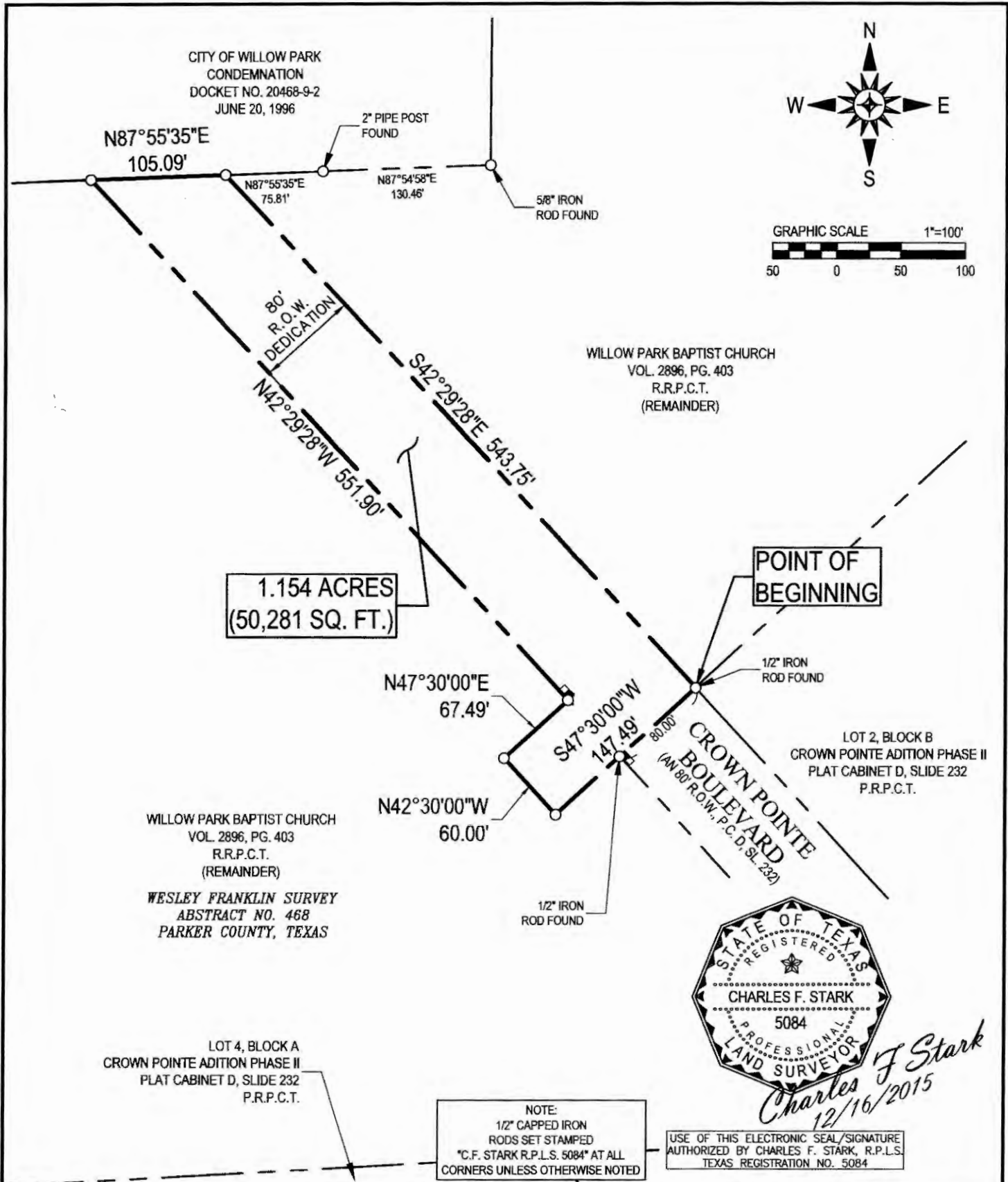
Doyle Moss, Mayor
City of Willow Park

Attest:

Alicia Smith, City Secretary

**AFTER RECORDING, PLEASE
RETURN ORIGINAL TO:**

CITY OF WILLOW PARK
C/o City Secretary
516 Ranch House Road
Willow Park, TX 76087



Barron-Stark-Swift
Consulting Engineers
Together

6221 Southwest Boulevard, Suite 100
Fort Worth, Texas 76132
(O) 817.231.8100 (F) 817.231.8144
Texas Registered Engineering Firm F-10998
Texas Registered Survey Firm F-10158800
www.barronstark.com

(SEE LEGAL DESCRIPTION SHEET 2)
Exhibit
Proposed Crown Pointe Boulevard
A 1.154 Acre Tract Situated in the
WESLEY FRANKLIN SURVEY, ABSTRACT NO. 468
Parker County, Texas

PROJECT No. 245-9312
DATE: 12/16/2015
SHEET
1 of 2

EXHIBIT "A"

LEGAL DESCRIPTION
PROPOSED CROWN POINTE BOULEVARD
WILLOW PARK BAPTIST CHURCH TRACT

Being 1.154 acres situated in the WESLEY FRANKLIN SURVEY, ABSTRACT No. 468, Parker County, Texas, being a portion of that certain tract of land described in deed to Willow Park Baptist Church, recorded in Volume 2896, Page 403, Real Records, Parker County, Texas, said 1.154 acres being more particularly described as follows:

BEGINNING at a 1/2" iron rod found at the northwest corner of Lot 2, Block B, CROWN POINTE ADDITION PHASE II, an Addition to the City of Willow Park, Parker County, Texas, according to the Plat recorded in Plat Cabinet D, Slide 232, Plat Records, Parker County, Texas, said 1/2" iron rod found also being the most northerly, northeast corner of Crown Pointe Boulevard (an 80 foot Right-of-Way) as recorded in said Plat Cabinet D, Slide 232;

THENCE S 47°30'00" W, along the northwesterly line of said Crown Pointe Boulevard (as recorded in said Plat Cabinet D, Slide 232), at a distance of 80.00 feet passing a 1/2" iron rod found at the most northerly, northwest corner of said Crown Pointe Boulevard (as recorded in said Plat Cabinet D, Slide 232), and continuing, in all, a distance of 147.49 feet to a 1/2" capped iron rod set stamped "C.F. Stark R.P.L.S. 5084" at the southwest corner of the herein described 1.154 acre tract;

THENCE N 42°30'00" W, a distance of 60.00 feet to a 1/2" capped iron rod set stamped "C.F. Stark R.P.L.S. 5084";

THENCE N 47°30'00" E, a distance of 67.49 feet to a 1/2" capped iron rod set stamped "C.F. Stark R.P.L.S. 5084";

THENCE N 42°29'28" W, a distance of 551.90 feet to a 1/2" capped iron rod set stamped "C.F. Stark R.P.L.S. 5084" at the northwest corner of the herein described 1.154 acre tract, in the the south line of that certain Condemnation tract to the City of Willow Park, Parker County, Texas, recorded in Docket No. 20468-9-2, Court at Law of Parker County, Texas, Dated June 20, 1996;

THENCE N 87°55'35" E, along the south line of said Condemnation tract, a distance of 105.09 feet to a 1/2" capped iron rod set stamped "C.F. Stark R.P.L.S. 5084", from which a 2" pipe post found at an intersection point in the south line of said Condemnation tract bears N 87°55'35" E, a distance of 75.81 feet, also from said 1/2" capped iron rod set, a 5/8" iron rod found at the southeast corner of said Condemnation tract bears N 87°55'35" E, a distance of 75.81 feet and N 87°54'58" E, a distance of 130.46 feet for reference;

THENCE S 42°29'28" E, a distance of 543.75 feet to the POINT OF BEGINNING and containing 1.154 acres (50,281 square feet of land.



Charles F. Stark
12/16/2015

USE OF THIS ELECTRONIC SEAL/SIGNATURE
AUTHORIZED BY CHARLES F. STARK, R.P.L.S.
TEXAS REGISTRATION NO. 5084

(SEE EXHIBIT SHEET 1)

Barron-Stark-Swift
Consulting Engineers
INCORPORATED

6221 Southwest Boulevard, Suite 100
Fort Worth, Texas 76132
(O) 817.231.8100 (F) 817.231.8144
Texas Registered Engineering Firm F-10998
Texas Registered Survey Firm F-10158800
www.barronstark.com

Exhibit
Proposed Crown Pointe Boulevard
A 1.154 Acre Tract Situated in the
WESLEY FRANKLIN SURVEY, ABSTRACT NO. 468
Parker County, Texas

PROJECT No. 245-9312

DATE: 12/16/2015

SHEET

2 of 2

EXHIBIT "A1"

CITY OF WILLOW PARK RIGHT-OF-WAY DEDICATION

STATE OF TEXAS §

COUNTY OF PARKER §

For and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration in hand paid by the City of Willow Park (the receipt of which is hereby acknowledged), the City of Willow Park, acting by and through its Mayor, Doyle Moss (hereinafter the "Grantor"), being the owner(s) in fee (hereinafter the "Owner") of real property (hereinafter the "Property") located in Parker County, Texas depicted by drawing as set forth in Exhibit "A" and described by metes and bounds description in Exhibit "A-1", attached hereto and incorporated herein for all purposes of this dedication, does hereby dedicate the Property to the City of Willow Park, Parker County, Texas, whose address is 516 Ranch House Road, Willow Park, Texas 76087 (hereinafter sometimes called the "City") for the use and benefit of the public as a perpetual right-of-way and easement for the passage and accommodation of vehicular and pedestrian traffic, and the construction, operation, use, maintenance, inspection, repair, alteration, and replacement of a paved road within the boundaries of the right-of-way and easement area, and for all other purposes for which a public street and right-of-way is commonly used, including installing, repairing, maintaining, altering, replacing, relocating and operating utilities in, into, upon, over, across, and under said right-of-way, and including but not limited to all such uses permitted by the Laws of the State of Texas and the Ordinances of the City of Willow Park, Texas. This dedication shall also include a temporary construction easement of reasonable width to repair, construct and replace the paved road and the utilities contained therein, which may be needed from time to time.

TO HAVE AND TO HOLD said right-of-way and easement unto the City of Willow Park, its successors and assigns, and Grantor hereby binds itself, its successors and assigns to warrant and forever defend, all and singular, said premises unto the City of Willow Park, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

It is further intended that the permanent right of way and easement herein granted to the City shall run with the land and forever be a right in and to the land, and said grant is expressly excepted from any right of reversion of said premises under any prior deeds in Grantor's chain of title. The permanent right-of-way and easement rights and privileges granted therein are exclusive, and Grantor covenants that it will not convey any other easement or conflicting rights within the area covered by the grant to any other person.

Dated this ____ day of October, 2018.

CITY OF WILLOW PARK

By: _____
Doyle Moss, Mayor

STATE OF TEXAS §

COUNTY OF PARKER §

Before me, the undersigned authority, a Notary Public in and for Parker County, Texas, on this day personally appeared Doyle Moss, Mayor, City of Willow Park, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed in the capacity therein indicated.

Given under my hand and seal of office this _____ day of _____, 2018.

Notary Public, State of Texas

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest and real property conveyed by this dedication instrument the ____ day of October 2018, from the City of Willow Park, as the owner in fee, to the City of Willow Park, Texas as right-of-way and easement holder, has been duly accepted subject to all terms and conditions contained therein, and the City Council has consented to recordation of such dedication instrument by its duly authorized officer.

Dated

Doyle Moss, Mayor
City of Willow Park

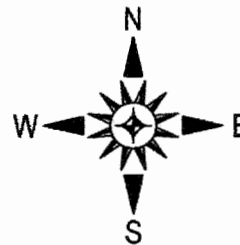
Attest:

Alicia Smith, City Secretary

**AFTER RECORDING, PLEASE
RETURN ORIGINAL TO:**

CITY OF WILLOW PARK
C/o City Secretary
516 Ranch House Road
Willow Park, TX 76087

J.B. WYNN SURVEY
 ABSTRACT NO. 1637
 PARKER COUNTY, TEXAS
 PATRICIA G. CHENAULT
 VOL. 1585, PG. 348
 R.R.P.C.T.



CROWN ROAD
 (RIGHT-OF-WAY VARIES)

N89°00'36"E

80.01'

N0°00'00"E

95.83'

S0°00'00"E

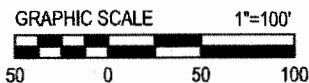
97.21'

POINT OF
 BEGINNING

S89°00'36"W
 446.72'

POINT OF
 COMMENCING

1/2" IRON ROD FOUND
 AT THE NORTHEAST CORNER
 OF THE CITY OF WILLOW PARK
 CONDEMNATION TRACT



1.277 ACRES
 (55,658 SQ. FT.)

80'
 R.O.W.
 DEDICATION

CITY OF WILLOW PARK
 CONDEMNATION
 DOCKET NO. 20468-9-2
 JUNE 20, 1996

Δ 42°30'00"
 R 720.00'
 L 534.07
 T 279.99
 Ch B S21°15'00"E
 Ch L 521.91'

Δ 42°30'00"
 R 800.00'
 L 593.41
 T 311.10
 Ch B N21°15'00"W
 Ch L 579.90'

NOTE:
 1/2" CAPPED IRON
 RODS SET STAMPED
 "C.F. STARK R.P.L.S. 5084" AT ALL
 CORNERS UNLESS OTHERWISE NOTED

2" PIPE POST
 FOUND

S87°55'35"W
 88.97'

N42°30'00"W
 1.40'

WILLOW PARK BAPTIST CHURCH
 VOL. 2896, PG. 403
 R.R.P.C.T.
 (REMAINDER)

WESLEY FRANKLIN SURVEY
 ABSTRACT NO. 468
 PARKER COUNTY, TEXAS

S87°55'35"W
 105.09'

2" PIPE POST
 FOUND

S42°30'00"E
 69.55'



Charles F. Stark
 12/16/2015

USE OF THIS ELECTRONIC SEAL/SIGNATURE
 AUTHORIZED BY CHARLES F. STARK, R.P.L.S.
 TEXAS REGISTRATION NO. 5084

(SEE LEGAL DESCRIPTION SHEET 2)

Barron-Stark-Swift
 Consulting Engineers
 Engineers

6221 Southwest Boulevard, Suite 100
 Fort Worth, Texas 76132
 (O) 817.231.8100 (F) 817.231.8144
 Texas Registered Engineering Firm F-10998
 Texas Registered Survey Firm F-10158800
 www.barronstark.com

Exhibit
 Proposed Crown Pointe Boulevard
 Situated in the
WESLEY FRANKLIN SURVEY, ABSTRACT NO. 468
 Parker County, Texas

PROJECT No. 245-9312

DATE: 12/16/2015

SHEET

1 of 2

EXHIBIT "A"

LEGAL DESCRIPTION
PROPOSED CROWN POINTE BOULEVARD
CITY OF WILLOW PARK TRACT

1.277 acre tract of land situated in the WESLEY FRANKLIN SURVEY, ABSTRACT No. 468, Parker County, Texas, being a portion of that certain tract of that certain Condemnation tract to the City of Willow, Park Parker County, Texas, recorded in Docket No. 20468-9-2, Court at Law of Parker County, Texas, Dated June 20, 1996, said 1.277 acres being more particularly described as follows:

COMMENCING at a 1/2" iron rod found at the northeast corner of said Condemnation tract;

THENCE S 89°00'36" W, along the north line of said Condemnation tract, a distance of 446.72 feet to a 1/2" capped iron rod set stamped "C.F. Stark R.P.L.S. 5084 at the POINT OF BEGINNING;

THENCE S 00°00'00" E, leaving the north line of said Condemnation tract, a distance of 97.21 feet to a 1/2" capped iron rod set stamped "C.F. Stark R.P.L.S. 5084 at the beginning of a curve to the left whose radius is 720.00 feet and whose long chord bears S 21°15'00" E, a chord distance of 521.91 feet;

THENCE along said curve in a southeasterly direction, through a central angle of 42°30'00", an arc distance of 534.07 feet to a 1/2" capped iron rod set stamped "C.F. Stark R.P.L.S. 5084 at the end of said curve;

THENCE S 42°30'00" E, a distance of 69.55 feet to a 1/2" capped iron rod set stamped "C.F. Stark R.P.L.S. 5084 in the south line of said Condemnation tract, at the southeast corner of the herein described 1.277 acre tract, from which a 2" pipe post found at an intersection point in the south line of said Condemnation tract bears N 87°55'35" E, a distance of 75.81 feet for reference;

THENCE S 87°55'35" W, along the south line of said Condemnation tract, a distance of 105.09 feet to a 1/2" capped iron rod set stamped "C.F. Stark R.P.L.S. 5084 at the southwest corner of the herein described 1.277 acre tract, from which a 2" pipe post found at the southwest corner of said Condemnation tract bears S 87°55'35" W, a distance of 88.97 feet for reference;

THENCE N 42°30'00" W, leaving the south line of said Condemnation tract, a distance of 1.40 feet to a 1/2" capped iron rod set stamped "C.F. Stark R.P.L.S. 5084 at the beginning of a curve to the right whose radius is 800.00 feet and whose long chord bears N 21°15'00" W, a chord distance of 579.90 feet;

THENCE along said curve in a northwesterly direction, through a central angle of 42°30'00", an arc distance of 593.41 feet to a 1/2" capped iron rod set stamped "C.F. Stark R.P.L.S. 5084 at the end of said curve;

THENCE N 00°00'00" E, a distance of 95.83 feet to a 1/2" capped iron rod set stamped "C.F. Stark R.P.L.S. 5084 in the north line of said Condemnation tract, at the northwest corner of the herein described 1.277 acre tract;

THENCE N 89°00'36" E, along the north line of said Condemnation tract, a distance of 80.01 feet to the POINT OF BEGINNING and containing 1.277 acres (55,658 square feet) of land.



Charles F. Stark
12/16/2015

USE OF THIS ELECTRONIC SEAL/SIGNATURE
AUTHORIZED BY CHARLES F. STARK, R.P.L.S.
TEXAS REGISTRATION NO. 5084

(SEE EXHIBIT SHEET 1)

Barron-Stark-Swift
Consulting Engineers

6221 Southwest Boulevard, Suite 100
Fort Worth, Texas 76132
(O) 817.231.5100 (F) 817.231.5144
Texas Registered Engineering Firm F-10398
Texas Registered Survey Firm F-10152600
www.barronstark.com

Exhibit
Proposed Crown Pointe Boulevard
Situated in the
WESLEY FRANKLIN SURVEY, ABSTRACT NO. 468
Parker County, Texas

PROJECT No. 245-9312

DATE: 12/16/2015

SHEET

2 of 2

EXHIBIT "A1"



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: October 9, 2018	Department: Finance	Presented By: Candy Scott
---	-------------------------------	-------------------------------------

AGENDA ITEM:

Approve Audit Firm for FY 2017/2018 Audit

BACKGROUND:

On September 11, 2018 the City released the RFP for Auditing Services. The City received four responses one of which was a letter declining a proposal submittal due to a full auditing calendar.

The other three proposals were received were as follows:

Clifton Larson Allen, LLP	\$28,000
McConnell & Jones, LLP	\$28,660
Gayla Fullerton, CPA, PLLC	\$48,750

After careful review of the proposals staff is recommending the selection of Clifton Larson Allen, LLP as the firm to perform the Fiscal Year 2017-2018 annual audit. While all three firms have extensive experience we believe this firm is the best fit for the City of Willow Park due to cost and their experience working with cities of our size.

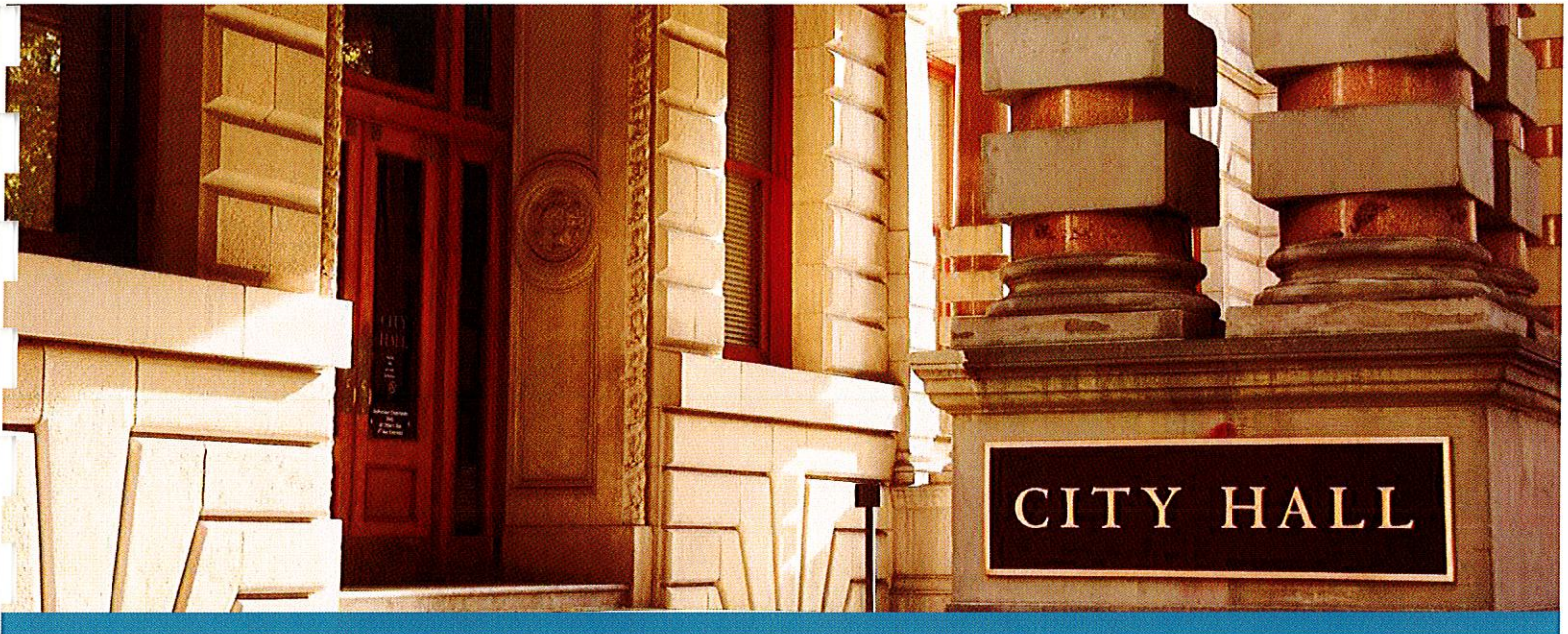
STAFF RECOMMENDATION:

Approve the proposal to provide auditing services from Clifton Larson Allen, LLP

EXHIBITS:

Proposal to provide auditing services from Clifton Larson Allen, LLP

ADDITIONAL INFO: The audit services are split between the three funds listed under the source of funding.	FINANCIAL INFO:	
	Cost	\$28,000
	Source of Funding	General Fund, Water Fund, Wastewater Fund



September 28, 2018

**Proposal to Provide
Auditing Services to:**

City of Willow Park, Texas

Prepared by:

CliftonLarsonAllen LLP
801 Cherry Street, Suite 1400
Fort Worth, TX 76102
817-877-5000 | Fax 817-877-5330

Megan Terrell, CPA, Principal
megan.terrell@CLAAconnect.com
direct 817-882-2236



WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.

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1 PROPOSAL FORMS



Request for proposal form

CITY OF WILLOW PARK, TEXAS REQUEST FOR PROPOSAL MUNICIPAL GOVERNMENT AUDIT SERVICES

Firm Name: CliftonLarsonAllen LLP

Signature: Megan Jewell, CPA Date: 9/27/2018

(An authorized representative of the proposing firm shall sign this document in the space(s) provided. An unsigned proposal may be disqualified)

ADDRESS: 801 Cherry Street, Suite 1400

CITY: STATE: ZIP: Fort Worth, TX 76102

IS PROPOSER A CORPORATION? ☐ YES ☒ NO

FEDERAL TAX ID # 41-0746749

TELEPHONE NUMBER: 817-877-5000

FAX NUMBER: 817-877-5330

OTHER LICENSES: Texas State Board of Accountancy License #P05624

CLOSING TIME: ONE (1) COMPLETE ORIGINAL AND FIVE (5) COMPLETE DUPLICATE COPIES OF REQUEST FOR PROPOSAL MUST BE DELIVERED IN A SEALED ENVELOPE TO THE CITY ADMINISTRATORS OFFICE, 516 RANCH HOUSE RD, WILLOW PARK, TX 76087, BY RFP CLOSING TIME (12:00 P.M.) ON OCTOBER 15, 2017 AND BE PLAINLY MARKED ON THE OUTSIDE:

RFP FOR MUNICIPAL GOVERNMENT AUDIT SERVICES

The proposer declares that they have carefully examined the specifications, the forms of this Request for Proposal, and have read and understood the "Instructions to Proposers" published with this Request for Proposal and incorporated herein by reference; and agrees that if this proposal is accepted, they will contract with the City of Willow Park, at their own cost and expense, to do all the work and/or furnish all material and/or services necessary to completely perform said contract in the manner and time prescribed and in accordance with and subject to all applicable laws of the State of Texas and that he will take in full payment therefore, the agreed upon fee schedule price(s) subject to negotiated agreement in Appendix A.



Disclosure of principals form

DISCLOSURE OF PRINCIPALS

PRINT OR TYPE

COMPANY NAME: CliftonLarsonAllen LLP

ADDRESS: 801 Cherry Street, Suite 1400

CITY, STATE, & ZIP CODE: Fort Worth, Texas 76102

Date Business Started Operations: January 2, 2012* (+60 years, see merger information)

Principal Address of Company: see above

CLA has more than 740 principals, the information below is for the principals who will serve you.

NAMES OF OFFICERS, MEMBERS, OR OWNERS OF CONCERN, PARTNERSHIP
ETC.:

NAME: Megan Terrell, CPA OFFICIAL CAPACITY: Principal

STREET: same as above CITY: _____ STATE: _____ ZIP: _____

NAME: Christopher Knopik, CPA OFFICIAL CAPACITY: Principal

STREET: 220 S. Sixth Street CITY: Minneapolis STATE: MN ZIP: 55402

NAME: Rick Baumeister, CPA OFFICIAL CAPACITY: Managing Principal of Office

STREET: same as above CITY: _____ STATE: _____ ZIP: _____

NAME: _____ OFFICIAL CAPACITY: _____

STREET: _____ CITY: _____ STATE: _____ ZIP: _____

NAME: _____ OFFICIAL CAPACITY: _____

STREET: _____ CITY: _____ STATE: _____ ZIP: _____

SIGNATURE OF PROPOSER: _____ DATE: _____



Affidavit of non-collusion

AFFIDAVIT OF NON-COLLUSION

STATE OF Texas)

) SS

COUNTY OF Tarrant)

I, Rick Baumcister (Name of party signing this affidavit and the Proposal Form), Principal (Title), being duly sworn do depose and say: That CliftonLarsonAllen LLP (Name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

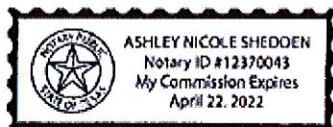
[Signature]
Signature

Principal
Title

Sworn before me this 26 day of September, 2018

Ashley N. Shedd
Signature

Notary Public
Title



This form must be notarized and returned with the RFP. Failure to notarize this form may be cause for disqualification from consideration for this contract.



Statement of experience/references

STATEMENT OF EXPERIENCE/REFERENCES

List references to whom your firm has provided similar projects. The City of Willow Park may contact these references, to affirm the quality of similar services. Please list any further references on another sheet of paper.

Name of Agency: City of Brooklyn Park, Minnesota

Contact Person: LaTonia Green, Finance Director Telephone #: 763-493-8150

Address: 5200 85th Avenue North, Brooklyn Park, Minnesota 55443

Description of Project: Annual Financial Statement Audit, Audit of MN Legal Compliance, Single Audit

Amount of Contract: \$ 41,500

Name of Agency: City of Lakeville, Minnesota

Contact Person: Jerilyn Erickson, Finance Director Telephone #: 952-985-4481

Address: 20195 Holyoke Avenue, Lakeville, Minnesota 55044

Description of Project: Annual Financial Statement Audit, Audit of MN Legal Compliance

Amount of Contract: \$ 35,000

Name of Agency: City of Justin, Texas

Contact Person: Josh Armstrong, Finance Director Telephone #: 940-648-2541

Address: 415 North College Avenue, Justin, Texas 76247

Description of Project: Annual Financial Statement Audit

Amount of Contract: \$ 30,000



2 COMMITMENT



CliftonLarsonAllen LLP
801 Cherry Street, Suite 1400
Fort Worth, TX 76102
817-877-5000 | Fax 817-877-5330
CLAAconnect.com

September 28, 2018

Candice Scott, Finance Director
City of Willow Park, Texas
516 Ranch House Road
Willow Park, TX 76087

Dear Ms. Scott:

Thank you for inviting us to propose our services to you. CliftonLarsonAllen LLP (CLA) gladly welcomes the opportunity to share our approach to helping City of Willow Park, Texas (the City) meet its need for professional services. The enclosed proposal responds to your request for audit services for the fiscal year ending September 30, 2018, with the option of auditing the financial statements for each of the three subsequent fiscal years but not later than September 30, 2021.

We are confident that our extensive experience serving similar governmental entities, bolstered by our client-oriented philosophy and depth of resources, will make CLA a top qualified candidate to fulfill the scope of your engagement. The following differentiators are offered for the City's consideration:

- ***Specialized Government Insight and Resources.*** As the one of the nation's leading professional services firms, and one of the largest firms who specialize in the public sector, CLA has the experience and resources to assist the City with their audit needs. In addition to your experienced local engagement team, the City will have access to one of the country's largest and most knowledgeable pools of public sector resources.
- ***OMB Uniform Guidance (UG) Experience.*** CLA performs single audits for hundreds of organizations annually, ***ranking top in the nation for the number of single audits performed by any CPA firm.*** The single audit requires a specific set of skills in order to properly perform the procedures. As such, we have developed a group of professionals who specialize in providing single audit services.
- ***Strong Methodology and Responsive Timeline.*** In forming our overall audit approach, we have carefully reviewed the RFP, the September 30, 2017 Annual Financial Report, and other information made available and considered our past experience performing similar work for other municipalities. In addition to our local government clients, we currently serve more than 2,200 governmental organizations nationally. Our staff understands your complexities not just from a compliance standpoint, but also from an operational point of view. We have developed a work plan that takes into consideration your unique needs as a governmental entity in Texas. The work plan also minimizes the disruption of your staff and operations, and provides a blueprint for timely delivery of your required reports.
- ***Communication and Proactive Leadership.*** The City will benefit from a high level of hands-on service from our team's senior professionals. We can provide this level of service because, unlike other national firms, our principal-to-staff ratio is similar to smaller firms – allowing our senior level professionals to be involved and immediately available throughout the entire engagement process. Our approach helps members of the engagement team will stay abreast of key issues at the City, and take an active role in addressing them.

- ***A Focus on Providing Consistent, Dependable Service.*** We differ from other national firms in that our corporate practice focuses on the needs of non-SEC clients, thus allowing us to avoid the workload compression typically experienced by firms that must meet public companies' SEC filing deadlines. CLA is organized into industry teams, affording our clients with specialized industry-specific knowledge supplemented by valuable local service and insight. Therefore, the City will enjoy the service of members of our state and local government services team who understand the issues and environment critical to governmental entities.
- ***Fresh Perspective.*** By engaging CLA, the City will benefit from a "fresh look" at its business operations, information systems, and financial and risk management policies and procedures. You will be served by an engagement team with enthusiasm and a desire to meet and exceed expectations. We are confident that our industry experience will bring to the City new ideas, creative approaches, and fresh opportunities to meet the financial management and accountability challenges before the City.

Commitment

CLA will perform these services in the time period specified in RFP and as finalized in the planning stages of the engagement. Please see Engagement Timetable on page 35 for our proposed project schedule for the year ended September 30, 2018.

I, Megan Terrell, your engagement principal-in-charge, will serve as the City's primary contact person for this engagement. Furthermore, as a principal of CLA, I am authorized to sign, bind, and commit the firm to the obligations contained in this proposal and the City's RFP. My contact information is as follows:

We are confident that our technical approach, insight, and resources will result in uncommon client service for the City. For ease of evaluation, the structure of our proposal precisely follows the required items on pages five through seven.

We are eager to work with you and welcome the chance to present our proposal to the finance committee or entire management team. If you have any questions about our offerings, please do not hesitate to contact me via phone 817-882-2236 or email megan.terrell@CLAconnect.com.

Sincerely,
CliftonLarsonAllen LLP

Megan Terrell, CPA
Principal



3 INDEPENDENCE


CLA is independent of the City as required by auditing standards generally accepted in the United States and the U.S. Government Accountability Office's *Government Auditing Standards*. Our firm-wide quality control policies and procedures foster strict compliance with these professional standards. In addition, the individuals assigned to your audit are independent of the City.

CLA has not performed any services for the City in the past five years.

4 LICENSE TO PRACTICE

CLA is duly licensed to practice public accountancy in the state of Texas and other states. A copy of our state license is provided below:

Texas State Board of Public Accountancy Firm Lookup Results



Texas State Board of Public Accountancy
William Treacy, Executive Director

Firm/Office - Lookup Results

[Search Help](#) | [Status Values](#) | [Terms of Use](#)

3 firm(s) match the selection criteria.

[Click on a specific name for more information](#)

Firm Name	Firm License ID	Date Office Registered	License Expiration Date	Status	Office Location
CLIFTONLARSONALLEN LLP	P05624	01/01/2012	09/30/2018	Issued (Current)	DALLAS, TX
CLIFTONLARSONALLEN LLP	P05624	09/25/2015	09/30/2018	Issued (Current)	FORT WORTH, TX
CLIFTONLARSONALLEN LLP	P05624	07/28/2016	09/30/2018	Issued (Current)	SAN ANTONIO, TX

[Back to Selection](#) [TSBPA Home](#)

The Texas State Board of Public Accountancy's online renewal system is currently having some technical issues. We have to complete the renewal manually and are currently in that process. CLA will have an expiration date as of October 31, 2019.

All management team members assigned to your audit engagement team will be a licensed Certified Public Accountant. Additional staff will hold a minimum of a bachelor's degree from an accredited university, be a licensed CPA or CPA candidate and will be closely managed by one or more of the individuals listed on pages 17-19.



5 FIRM QUALIFICATIONS AND EXPERIENCE

CLA delivers integrated wealth advisory, outsourcing, audit, tax, and consulting services to help clients succeed professionally and personally. Our broad professional services allow us to serve clients more completely — from startup to succession and beyond.

We promise
to know you and help you.

Our mission:
Impactful
interactions
for success

Our professionals are immersed in the industries they serve and have specialized knowledge of their operating and regulatory environments. With more than 5,000 people, more than 110 U.S. locations, and a global affiliation, we bring a wide array of approaches to help clients in all markets, foreign and domestic.



60+
years
in business



\$850
million in revenue



5,400+
people

Including:
1,200+
public sector
professionals

More than **110**
locations nationwide



2,200+
Governmental entities
served



**Leading professional
services firm**



WEALTH ADVISORY | OUTSOURCING
AUDIT, TAX, AND CONSULTING



Established on January 2, 2012, CLA continues the legacy of quality, service, and experience that each Clifton Gunderson LLP and LarsonAllen LLP has built for more than 60 years. The joint firm is unique in the industry due to its deep industry specialization, seamless integrated capabilities, primary focus on privately held businesses and their owners as well as governmental and nonprofit organizations, and career-building strategy. We continue to hold true to the values and culture that have made the individual practices successful in the past.

More than
5,400
people 

CLA is a national professional services firm delivering integrated wealth advisory, outsourcing, and public accounting capabilities to help enhance our clients' enterprise value and assist them in growing and managing their operations. Our professionals are immersed in the industries they serve and have specialized knowledge of their operating and regulatory environments. With more than 5,400 people, more than 110 U.S. locations, and a global affiliation, we bring a wide array of solutions to help clients in all markets, foreign and domestic.

110+
locations 

CLA offers the credibility, reputation, and resources of a leading professional services firm — without sacrificing the small-firm touch. We bring uncommon levels of technical excellence, commitment, and dedication to our clients, which have made us one of the most successful professional service firms serving governmental entities. Our strong reputation for serving state and local government units provides the City confidence in their decision to select CLA as their professional service provider.

Our national, industry, and local staffing model is adequately leveraged to provide quality service to the organizations we serve at a competitive fee. We support and encourage internal advancement of our professionals by encouraging our staff to select an industry focus. This means our staff, at all levels, bring a level of passion, knowledge and experience to their chosen industry that advances the clients we serve and in our opinion rivals that of our competitors.

Number of professionals by level				
Staff Level	Firm	Public Sector	Texas	DFW
Principal	743	167	25	18
Signing Director	72	0	5	5
Director	1233	233	36	21
Manager	425	142	14	13
Senior	977	273	34	28
Associate	1105	330	48	36
Paraprofessional	389	0	14	10
Intern	159	0	4	1
Support	352	78	5	3
Grand Total	5,455	1,223	185	135

Nationally, the firm has more than 1,200 professionals dedicated to the public sector industry. A significant pool of highly qualified and experienced team members that can provide assistance to the City.

While we do not have an office in the City, your work will be performed from our Fort Worth, Texas office – within 22 miles of your office – located at:

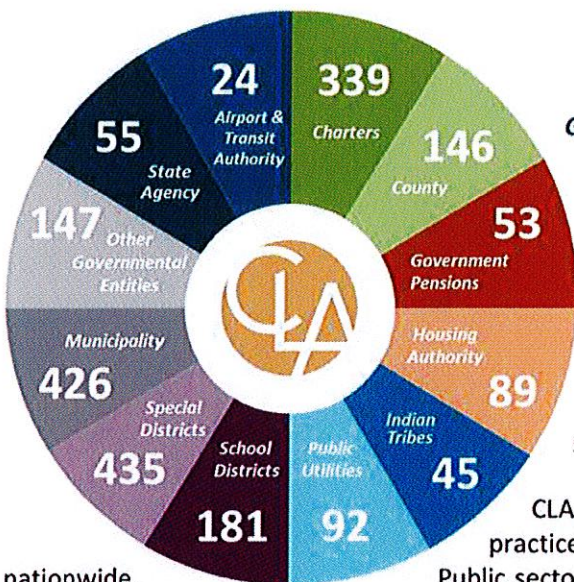
801 Cherry Street, Suite 1400
Fort Worth, TX 76102
817-877-5000 | Fax 817-877-5330



As outlined in our organizational chart, the audit will be staffed by Megan Terrell who will serve full-time as the lead engagement relationship principal, Chris Knopik as the engagement technical principal, a quality review principal part-time, one manager full-time, one senior staff members full-time and two staff members full-time. Full-time assignment means those resources will be dedicated to the City throughout the engagement and will have ultimate responsibility for fieldwork, reporting and communication with the City management.

Professional Staff to be Employed on this Engagement

Level	Full-Time or Part-Time
Principal	3 Full-Time
Director/Manager	1 Full-Time
Senior	1 Full-Time, 1 Part-Time
Staff	2 Full-Time



Governmental experience

CLA offers the credibility, reputation, and resources of a leading professional services firm — without sacrificing the small-firm touch. We bring unsurpassed levels of technical excellence, commitment, and dedication to our clients, which have made us one of the most successful CPA firms serving governmental entities. Our strong reputation for serving state and local government units provides the City the confidence in their decision to select CLA as their professional service provider.

nationwide.

CLA has one of the largest governmental audit and consulting practices in the country, serving more than 2,200 governmental clients nationwide. Public sector clients represent approximately one-quarter of all firm-wide revenue, and each of the government services team members are thoroughly versed in the issues critical to complex governmental entities.

Our continuous growth in working with the government sector has come about because we continually provide assistance to our clients in meeting their objectives.

We have been constructive and supportive with as little interruption to their activities as is possible. We have pointed out inefficiencies, poor accounting practices, and in some instances, suspected fraud.

Our professionals have deep, technical experience in serving governmental entities. As a CPA firm experienced in serving state and local units of government, we are very aware of the financial and legal compliance requirements that government officials are faced with daily. This creates complexities and service issues within a unique operational and regulatory environment. Because of our experience, we have become adept at providing our clients with insights in this environment not typical of other professional service firms.



Single Audit Resource Center (SARC) Award

CLA received the Single Audit Resource Center (SARC) Award for Excellence in Knowledge, Value, and Overall Client Satisfaction. SARC's award recognizes audit firms that provide an outstanding service to their clients based on feedback received from an independent survey in June 2018.

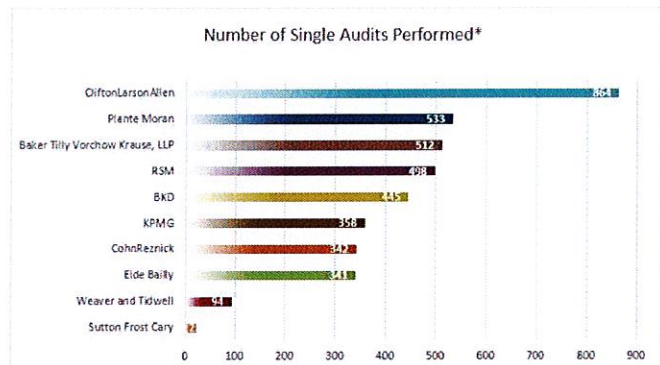


The survey queried 10,762 nonprofit and government entities about the knowledge of their auditors, the value of their service, and overall satisfaction with their 2017 fiscal year-end audit. The SARC award demonstrates CLA's dedication to serving the government and nonprofit industry and maintaining the most stringent regulatory requirements in those sectors.

Single audit experience

CLA has become the national leader in providing audit, tax and many other financial services to government entities similar to the City. Our client portfolio of government and nonprofit organizations represents nearly half of the firm's total revenues. You will benefit from CLA's experience in this area.

CLA performs more single audits annually than any other firm in the nation. We audited more than **\$28.8 billion dollars in federal funds**. The chart to the right illustrates CLA's experience in serving organizations that receive federal funds and demonstrates our firm's dedication to serving nonprofits and governmental organizations.



*The information for the firms above was pulled from the Federal Audit Clearinghouse for audits with fiscal year ends between January 1, 2016 and December 31, 2016.

In the current environment of increased oversight, it is more important than ever to find qualified auditors who have significant experience with federal grants specific to the City and can enhance the quality of the City's single audit. Therefore, the single audit will continue to be performed by a team of individuals who are managed by personnel who specialize in single audits in accordance with OMB's Uniform Grant Guidance (UG) and who will offer both knowledge and quality for the City. As part of our quality control process, the single audit will be reviewed by a firm Designated Single Audit Reviewer.

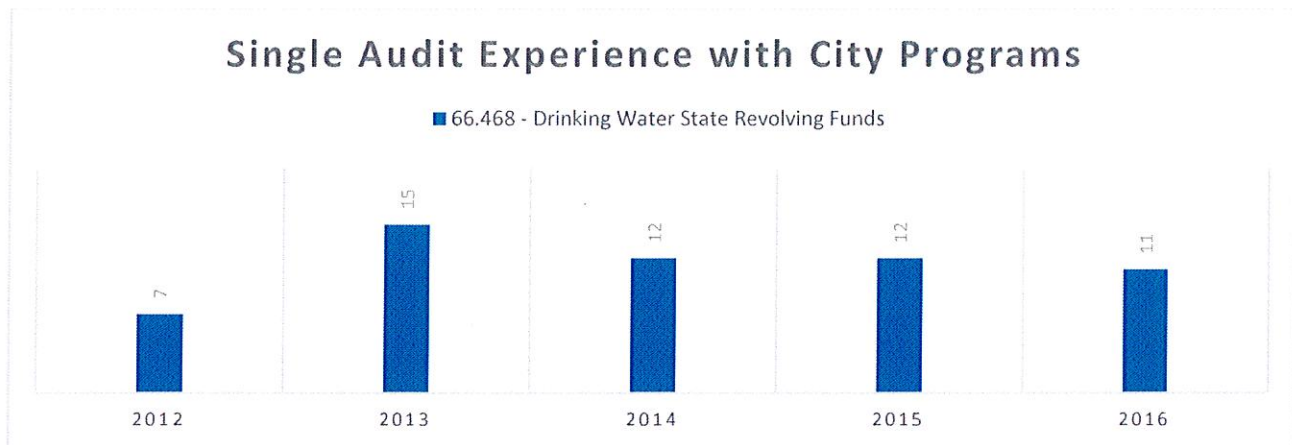
Number of Major Programs CLA Audited from 2012-2016



The decrease in the number of programs audited for 2016 is related to the new Uniform Guidance standards that resulted in less programs being tested for our clients.



The chart below showcases the number of single audit programs audited by CLA for some of the programs audited more often at municipalities and is subject to testing at the City.



Participation in the GFOA Certificate of Excellence in Financial Reporting

The GFOA Certificate of Achievement for Excellence in Financial Reporting is awarded to state and local governments that go beyond the minimum requirements of generally accepted accounting principles. It is awarded to state and local governments who produce a comprehensive annual financial report that evidences the spirit of transparency and full disclosure. Members of the GFOA staff and the GFOA Special Review Committee (SRC) review reports submitted to the CAFR program.

CLA provides audit services to many entities that received the GFOA Certificate of Excellence in Financial Report. All of the procedures noted in our audit approach and our technical review of the CAFR are done to help the City prepare and publish the best possible product possible. Our principals and managers who review the CAFR have a strong understanding of the GFOA requirement for the certificate. We understand that this is a prestigious award for the City and a great accomplishment for the finance and accounting departments.

We will review the GFOA comment letter for each CAFR and provide the the City advice regarding the response to the GFOA reviewer's comments. Our procedures with respect to the CAFR will be the review of the comments from GFOA on the prior year submission to determine they were adequately addressed, completion of the CAFR checklist, and review of the transmittal letter and statistical data to determine that information presented is reasonable and agrees with the information in the financial statements and management's discussion and analysis, where applicable.

We understand the interrelationships of the many and varied components of a governmental entity's financial statements, allowing us to quickly determine errors or problems with the financial statements. Our depth of knowledge and experience also allows us to assist the City with the preparation of the CAFR and improvement of the City's financial statements.

Our involvement with clients in the GFOA Certificate program helps to determine that we are on the leading edge of reporting trends and techniques. We have been engaged by various entities to review their statements for compliance with program requirements. We have aided clients in the early implementation of professional pronouncements and regularly provide our clients with updates on new pronouncements which will affect them and will do the same for the City.



Government Finance Officers Association (GFOA)'s Certificate of Achievement for Excellence in Financial Reporting Program (CAFR) Reviewers

The table below identifies the professionals who are currently members of the GFOA Special Review Committee:

Name	Title	Location	Years of Experience
Carrie Bartow, CPA, CGMA	Principal	Colorado Springs, CO	15+
Julie S. Fowler, CPA	Signing Director	Sebring, FL	18+
Rich Gonzalez, CPA	Principal	Roseville, CA	18+
Michelle Hoffman, CPA	Manager	Minneapolis, MN	11+
Christopher G. Knopik, CPA, CFE	Principal	Minneapolis, MN	15+
Jacob S. Lenell, CPA	Principal	Milwaukee, WI	10+
David P. Phillips, CPA	Principal	Tucson, AZ	33+
Jeffrey Peek, CPA	Senior Manager	Roseville, CA	12+
Christian J. Rogers, CPA	Principal	Lexington, MA	20+
Sean M. Walker, CPA, CGFM, CGMA	Principal	Baltimore, MD	16+
Miranda Wendlandt, CPA, CFE	Principal	Alexandria, MN	12+
Walker D. Wilkerson, CPA	Principal	Lakeland, FL	25+

Quality control procedures and Peer review report

The most recent peer review report we received a rating of pass, which is the most positive report a firm can receive. We are proud of this accomplishment and its strong evidence of our commitment to technical excellence and quality service. This review did include review of specific governmental agencies. The full report is provided on the following page.

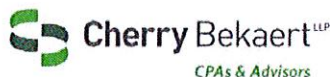
In addition to an external peer review, we have implemented an intensive internal quality control system to provide reasonable assurance that the firm and our personnel comply with professional standards and applicable legal and regulatory requirements. Our quality control system includes the following:

- A quality control document that dictates the quality control policies of our firm. In many cases, these policies exceed the requirements of standard setters and regulatory bodies. Firm leadership promotes and demonstrates a culture of quality that is pervasive throughout the firm's operations. To monitor our adherence to our policies and procedures, and to foster quality and accuracy in our services, internal inspections are performed annually.
- Quality control standards as prescribed by the AICPA. The engagement principal is involved in the planning, fieldwork, and post-fieldwork review. In addition, an appropriately experienced professional performs a risk-based second review of the engagement prior to issuance of the reports.
- Hiring decisions and professional development programs designed so personnel possess the competence, capabilities, and commitment to ethical principles, including independence, integrity, and objectivity, to perform our services with due professional care.



- An annual internal inspection program to monitor compliance with CLA's quality control policies. Workpapers from a representative sample of engagements are reviewed and improvements to our practices and processes are made, if necessary, based on the results of the internal inspection.
- Strict adherence to the AICPA's rules of professional conduct, which specifically require maintaining the confidentiality of client records and information. Privacy and trust are implicit in the accounting profession, and CLA strives to act in a way that will honor the public trust.
- A requirement that all single audit engagements be reviewed by a designated single audit reviewer, thereby confirming we are in compliance with the standards set forth in OMB *Uniform Guidance*.





System Review Report

To the Principals of CliftonLarsonAllen LLP
and the AICPA National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of CliftonLarsonAllen LLP (the "firm") applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended July 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, audits performed under FDICIA, and examinations of service organizations [Service Organizations Control (SOC) 1 and SOC 2 engagements].

In our opinion, the system of quality control for the accounting and auditing practice of CliftonLarsonAllen LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended July 31, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. CliftonLarsonAllen LLP has received a peer review rating of pass.

Cherry Bekaert LLP

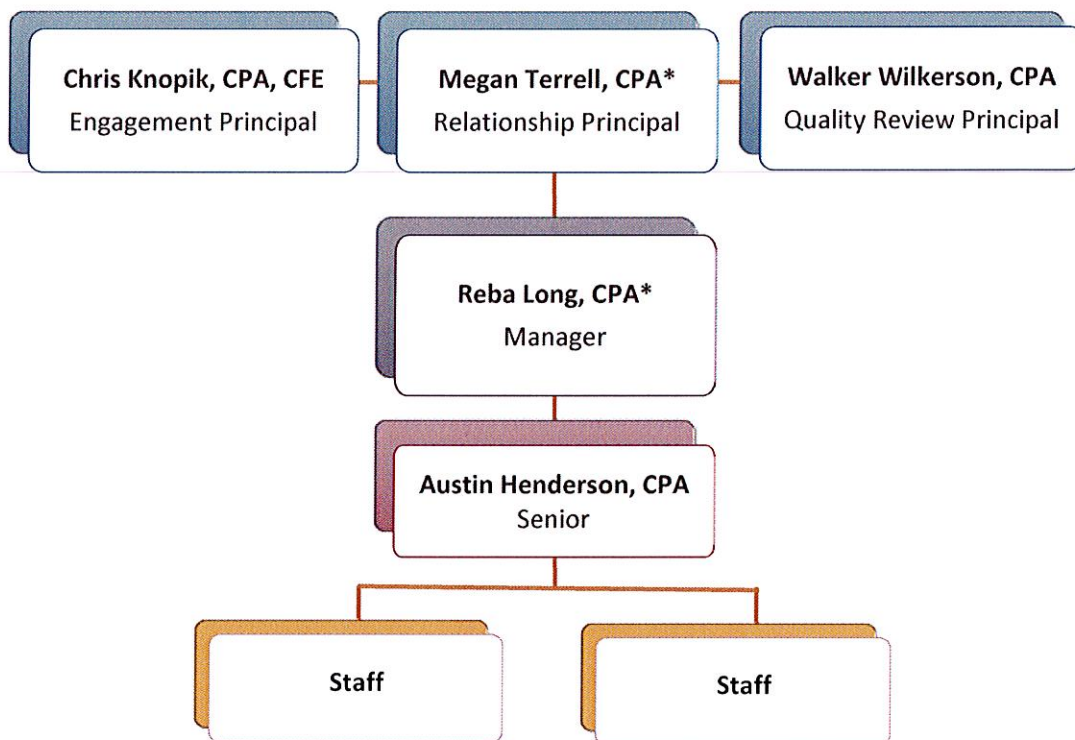
Cherry Bekaert LLP
November 21, 2016



6 PARTNER, SUPERVISORY, AND STAFF QUALIFICATIONS AND EXPERIENCE

An experienced engagement team has been aligned to provide you with the most value for your organization. The team members have performed numerous engagements of this nature and will commit the resources necessary to provide top quality service throughout the engagement. As noted, each of the individuals at the manager/director level or above is a Certified Public Accountant. In addition, additional members of the team may have additional certifications in fraud, information technology and governmental accounting. The team members have been specifically selected based on their governmental accounting experience and skills auditing large municipal governments.

The graph below illustrates the engagement team selected for the City's audit.



**licensed to practice in the state of Texas.*

The staff members will be determined following our planning meeting. The staff members will be assigned based on specific skills, experience, and knowledge to meet the current and ongoing needs of the City.

Roles and responsibilities

Engagement Technical Principal

The engagement principal is responsible the deployment of resources, communication, and management of the overall client relationship. Additionally, the engagement principal is responsible for overseeing the engagement planning, staffing and execution efforts as it relates to the audit and providing services to our clients. Planning and staffing will include coordinating efforts between CLA staff and the City to provide the most efficient approach to the City. The engagement principal will respond promptly to all requested services and will make you aware of all available services. A final review of working papers and all reports to be issued will be completed by the



engagement principal who will be available to attend all requested entrance, progress, and exit meetings. The engagement principal will serve as the liaison between the City and CLA.

Relationship Principal

The relationship principal is responsible for coordination of resources and staffing, local support, and ensuring total client satisfaction throughout the entire relationship.

Quality Review Principal

The resource and quality review principals will both be available to assist with technical questions and specific reporting requirements. The quality review principal will also be responsible for completing our final unassociated principal review of select working papers and all required reports.

Engagement Manager

The manager assigned to the engagement will be responsible for planning the audit engagement, supervising, and assisting staff in the field, be on-site for a majority of the engagement, direct the planning and execution efforts of the audit, assist the City personnel with technical issues as they arise, review draft reports and staff working papers, and attend all requested entrance, exit and progress conferences. The listed engagement manager will have primary responsibility for communicating directly with the City management and reviewing our audit progress against our proposed schedule. We may assign additional managers or managers to assist in planning and execution of the audit; however, the listed manager will be the main points of contact with the City.

Senior

The senior audit staff will be on-site for engagement fieldwork and will be responsible for supervising and reviewing all staff work, direct planning and execution efforts, assist the City personnel with technical issues or questions, conduct test work on complex or high risk areas, prepare required reports and attend all requested entrance, exit and progress conferences.

Associates

The staff assigned to the engagement will be determined following our initial planning meeting with the City. Key considerations in our staffing decision will be the City's timeline, complexity and CLA's commitment to building our local experience and presence. Based on our initial understanding of the City, we anticipate staffing the engagement with staff members that have municipality experience. This will help to alleviate the learning curve that staff members lacking municipality experience might face.

Resumes of your engagement team are in the Appendix.

Please see continuing professional education information noted in the following section.

Affirmative action

As the career-building firm, CLA offers customized careers for all of our people. We are committed to providing equal employment opportunity to all applicants and personnel regardless of their race, creed, color, religion, gender, age, national origin, disability, military service, protected veteran status, genetic information, sexual orientation, gender identity, transgender status, pregnancy, or any other characteristic protected by federal, state or local law. We are strongly committed to this policy.

CLA is further committed to basing its personnel decisions on valid job requirements. In addition, all personnel actions, such as recruiting, hiring, training, promotion, compensation, benefits, transfers, layoffs and termination, are administered fairly to all persons on an equal opportunity basis, without discrimination on the basis of protected categories named above.



CLA prohibits harassment, intimidation, threats, coercion, or retaliation of personnel and applicants because they file or may file a complaint or assisted in a review, investigation or hearing related to any federal, state or local law requiring equal employment opportunity; or because they opposed any act deemed unlawful.

CLA's chief executive officer supports CLA's affirmative action program and has appointed Mary Ann Szwed as CLA's EEO coordinator. The EEO coordinator's responsibilities include implementing an internal audit and reporting system to monitor and measure the effectiveness of CLA's equal employment opportunity efforts and report to executive management on this and any needs for remedial action.

CLA maintains affirmative action plans for minorities, women, individuals with disabilities, and protected veterans. Any questions regarding the plans or CLA's equal opportunity policy should be directed to the EEO coordinator. All personnel are responsible for supporting the concept of equal employment opportunity and affirmative action and assisting and cooperating in meeting our plan goals.

Continuing professional education

In order to maintain and expand our assurance knowledge, we consistently provide continuing education for our professionals. Each member of our professional team, including principals, attends at least 40 hours of technical training annually.

Updated information on recent changes in technical standards and regulations, as well as the firm's professional policies and procedures, is distributed to our team members on a regular basis. Individuals are required to familiarize themselves with all current changes in standards and procedures.




In the table below, you will see the total CPE for each professional for the last three years overall and those specific to Yellow Book requirements.

Assigned Professional	Total CPE	Yellow Book
Megan Terrell, CPA	208	191.5
Chris Knopik, CPA	275	131
Reba Long, CPA	120	105.5
Austin Henderson, CPA	101	53.5

CLA invests in our government practice by hiring high caliber professionals and providing additional training to develop and enhance our knowledge. With seasoned professionals, we provide valuable insight into your day-to-day operations and your accounting systems and controls.



As described below, CLA professionals are specifically trained in the industry at a level beyond our competitors.

<p>Our professionals focus on serving a specific industry. So, the team chosen to serve you is continuously exposed to, and trained on issues impacting large governmental entities while performing their day-to-day work.</p> <p>On-the-Job Training</p> 	<p>When providing instruction in our basic CPA, consulting and advisory classes, we tailor the entire discussion, examples and exercises to apply to clients in their specific industry focus.</p> <p>Tailored Training</p> 	<p>Our on-campus recruiting aggressively seeks individuals with industry focused degrees and/or backgrounds. We focus on identifying top candidates for our government clients.</p> <p>Specialized Recruiting</p> 
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Effective Continuing Professional Education. Our greatest strength is the talent of our staff. Our professionals provide more efficient and effective services due to the new ideas they implement from our in-depth training and continuing professional education.

CLA's firm-wide training programs, include:

- ✓ **Learn.** Designed for new CLA associates, this five-day conference is typically attended in the first year of employment. This internally developed and presented training focuses on preparing new hires and interns to understand and perform their role in the audit process. Providing a combination of an introduction to CLA Strategy, business risk and independence with audit theory. Using hands on exercises and simulations to introduce our audit methodology, tools and software. Specific audit areas covered include audit planning, cash, fixed assets, accounts payable and financial statement preparation.
- ✓ **Experience.** Designed for the CLA associate with about one year of experience. This four-day conference is typically attended in the second year of employment. This training is similar to the "Learn" training outlined above, but at a deeper level.
- ✓ **Achieve.** Designed for the CLA associate with about two years of experience. This four-day conference is typically attended in the third year of employment. This internally developed and presented training focuses on leadership and performance management of audit engagements utilizing CLA audit methodology from the perspective of the experienced in-charge. This is a highly interactive session covering the experienced in-charge's role and challenges in the audit process, and prepares participants to manage and perform efficient and effective audits.
- ✓ **Propel.** Designed for the CLA associate with about three years of experience. This four-day conference is typically attended in the fourth year of employment. This training focuses on project management of audit engagements from start to finish and includes exercises and case studies on improving the audit, supervision, analytical procedures and tests of controls and identifying and responding to fraud risks. This session is taught by an external instructor from 20/20 Services.



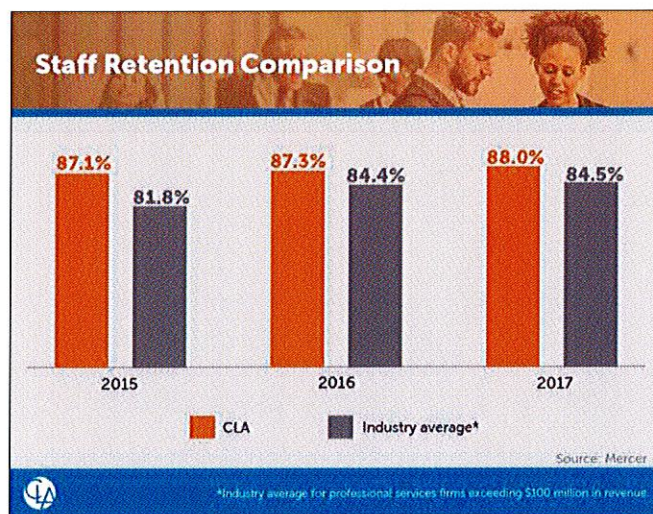
2018 Learning Curriculum (assurance)

Assurance		
Assurance Quarterly Webcasts 8 hours	Audit and Assurance by Industry TBD	Single Audit Modules 5 hours
Detail Review 1.5 hours	Audit: Be in the Know 8 hours	PCAOB/SEC Update 8 hours
Alternative Investments 1 hour	HUD Update TBD	Confirmation.com 1 hour
Leadership/Business Skills		
Director & Manager Conference 16 hours	Promise Leadership Series 90 hours	New Principal & Signing Directory Conference 16 hours
Sandler Sales Training 15 hours	HR Webcasts 2 hours	Skills and Competency Development Various
Industry		
Public Sector Group Virtual 8 hours	EBP Industry Webcast Series 8 hours	Minnesota State and Local Government Training 8 hours
Compliance		
Risk Management Update 1 hour	Risk Management & Ethics Roadshow 6 hours	Independence 2 hours

Continuity of service

We are committed to providing continuity throughout this engagement. It is our policy to maintain the same staff throughout an engagement, providing maximum efficiency and keeping the learning curve low. We are also flexible in exploring alternative strategies to non-mandatory rotation policies.

In any business, however, turnover is inevitable. When it happens, we will provide summaries of suggested replacements and will discuss re-assignments prior to finalizing. We have an adequate number of qualified staff members to provide the City with top service over the term of the engagement.



CLA is committed to maintaining high staff retention rates, which we believe are a strong indicator of service quality. Continuity results in increased efficiency and quality because staff assigned to the engagement will not have to go through a "learning curve" with annual engagements or each new project. Client staff spends less time orienting the engagement team, and more time working toward goals. With a solid, steady engagement team, each year brings the additional benefits of trust and familiarity. High retention rates also indicate that our staff members have the resources they need to perform their tasks and maintain a positive work/life balance.



7 PRESENTATION

Please see our responses to Section 8 Fee Rate Structures below for our Fees related to the presentation of the AFR/CAFR document.

8 FEE RATE STRUCTURES

Our fees are based on the timely delivery of services provided, the experience of personnel assigned to the engagement, and our commitment to meeting your deadlines. CLA understands the importance of providing our clients with value-added approaches. We propose to provide routine, proactive meetings throughout the year — as part of our fee — that will allow us to review and discuss with you the impact of new accounting issues, as well as any other business issues you are facing and how they should be handled. This level and frequency of interaction will no doubt enable CLA to help you tackle challenges as they come up, and take full advantage of every opportunity that presents itself.

Professional Services	9/30/18
Financial Statement Audit	\$25,000
Single Audit under Uniform Grant Guidance*	\$3,000
Included in all engagements	
Draft financial statements	
Prepare an internal control/management letter, as needed	
Prepare a communication letter to governance	
Present the audit results to the audit committee and board, as requested	
Serve as a resource throughout the year	
Total	\$28,000

*based on one major program

We have found over the years that our clients don't like fee surprises. Neither do we. We commit to you, as we do all of our clients, that:

- We will be available for brief routine questions at no additional charge, a welcome investment in an on-going relationship.
- Any additional charges not discussed in this proposal will be mutually agreed upon up front.
- We will always be candid and fair in our fee discussions, and we will avoid surprises.

For any additional work, it is our practice to bill for actual hours incurred at an hourly rate applicable to the professional completing the project at hand. If additional work is requested by the City outside of the scope of the audit, we will discuss with you our proposed fee for additional services before we begin the project.



Any such additional work agreed to between the City and CLA shall be performed at the below rates:

Staff Level	Standard Hourly Rate
Principal	\$400
Manager	240
Senior Associate	160
Associate	120

Fee considerations

The fee proposal is based on the following:

- The City personnel will provide assistance periodically throughout the year and during the assurance fieldwork with regard to account analysis and provision of year-end account reconciliation workpapers and schedules.
- The assurance reports will be delivered in accordance with the City's deadlines.
- Satisfactory completion of our firm's normal client acceptance procedures.
- Professional standards and regulations currently in effect. We reserve the right to modify your proposed fee if professional standards or regulations change for any engagement period.
- No significant changes in the operations of the City subsequent to the date of this proposal.

Billing for phone calls and questions

It is not our policy or practice to bill our clients every time we receive a phone call. In the course of providing our services to you, we will regularly consult with you regarding accounting, financial reporting, and significant business issues. If a specific project is complex or requires significant time or resources, we will discuss the scope of the project and its fee with you first to make sure there are no surprises. While it is difficult to establish an exact policy for billing in these situations, we commit to discussing the request with you in advance of performing our services if we believe the time requirement to provide you the desired assistance is other than routine. We will discuss the scope of the project and our estimate to complete it prior to commencing work. **Our last word on fees — we are committed to serving you. Therefore, if fees are a deciding factor in your selection of an accounting firm, we would appreciate the opportunity to discuss with you the scope of our services.**

At CLA, it's more than just getting the job done.



9 ENGAGEMENTS WITH OTHER GOVERNMENT AGENCIES

To further demonstrate our qualifications and experience, we are providing the following references for your consideration. We recognize that quality of service, relevant experience, and depth of resources will be key factors as you prepare to select a firm to serve the City's audit needs. We therefore encourage you to contact the following client references served by our proposed engagement team that include clients with similar services, size, and complexity.

Client / Scope	Total Hours	Engagement Principal	Date	Name and Phone of Contact
City of Brooklyn Park, MN <ul style="list-style-type: none"> • Annual Financial Statement Audit (CAFR Program) • Audit of Minnesota Legal Compliance • Single audit 	750	Christopher Knopik	2015 – present	LaTonia Green Finance Director 763-493-8150
City of Lakeville, MN <ul style="list-style-type: none"> • Annual Financial Statement Audit (CAFR Program) • Audit of Minnesota Legal Compliance 	500	Christopher Knopik	2016 – present	Jerilyn Erickson Finance Director 952-985-4481
City of Justin, TX <ul style="list-style-type: none"> • Annual Financial Statement Audit 	250	Christopher Knopik and Megan Terrell, Fort Worth, TX	2017 – present	Josh Armstrong Finance Director 940-648-2541
City of Joshua, TX <ul style="list-style-type: none"> • Annual Financial Statement Audit 	250	Christopher Knopik and Megan Terrell, Fort Worth, TX	2018 – present	Joanna McClenny HR/Finance Manager 817-558-7447
Lake Cities Municipality Utility Authority, TX <ul style="list-style-type: none"> • Annual Financial Statement Audit 	200	Christopher Knopik and Megan Terrell, Fort Worth, TX	2018-present	Kate Boater Finance Director 940-269-4356

We have also recently been engaged to audit the financial statements and perform a SOC 1 audit of the Schedule of Changes in Net Position by Participating Municipal for Texas Municipal Retirement Systems.



10 ENGAGEMENT LETTER

Upon selection as your auditors, we will send an engagement letter for you to sign and return.



TECHNICAL APPROACH

Financial statement audit approach

CLA is one of a few firms that have developed its own proprietary audit program. Many firms use canned, off-the-shelf audit programs, which limits their flexibility in determining what procedures they can and cannot perform because they must follow the audit methodology they have purchased. Our audit teams are able to customize our audit programs to address the specific risks and unique characteristics of your operation. We do not perform the exact same procedures for every client. In addition, our audit programs are interactive, providing guidance to the staff while they are performing the audit procedures.

Our audit approach for year one and subsequent years will have certain consistent elements. However, we expect that the subsequent years will result in fewer audit hours based on the efficiencies gained as we become more familiar with your operations. Our audit objective extends beyond the issuing of an opinion on financial statements. We believe that a good audit yields substantial information for management, and is a valuable tool in recognizing opportunities and identifying areas that can be strengthened. An effective audit performed by our team will also provide:

- An objective look at your policies and procedures
- Valuable suggestions for improvements in your financial operations and other areas
- An analysis of trends and unusual variations from year-to-year
- Protection for current and future resources through improved internal controls
- A deterrent to embezzlement and other fraudulent activities

Benefits of CLA's Risk-Based Approach

Our audit services are designed to protect the interests of the members, governance, and management by concentrating on high-risk areas. Risk identification is the first step of the audit process, providing the basis upon which the overall plan is developed. Our risk assessment process involves consideration of the following types of risk:

- Inherent risk - that an error in the accounting and reporting process may occur
- Control risk - that internal control systems designed to prevent/detect errors may fail
- Audit detection risk - the risk that audit procedures may fail to detect errors

Through careful consideration of the above risks and their interrelationships, we will develop an audit plan and related procedures that concentrate our efforts on those elements of your financial statements that involve the greatest risk. At the same time, we will avoid the unnecessary application of commonplace and traditional procedures to low-risk areas. Throughout the engagement we will communicate our observations to the City. The information we provide is intended to help you better manage your organization, and not just reside in a written report that is filed among your organization's records.

Our teams are very deadline driven and have experience meeting and exceeding deadlines from working with numerous similar clients throughout the years. Through upfront planning and coordination with our clients we are able to establish timelines that meet their needs and enable us to perform our work efficiently and effectively, thus minimizing the disruption to their business.



Commitment to Communication with Management

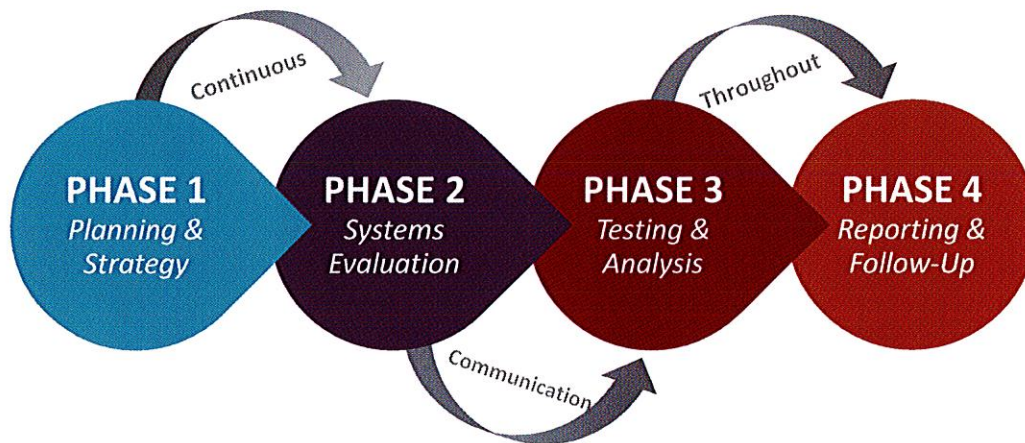
As you will see, we are committed to ongoing communication throughout the engagement. Continual communication starts when an engagement letter is issued, continues until the completion or closeout of an engagement and throughout the remainder of the year. We believe effective communication is critical to a successful engagement. This communication includes the exchange of ideas and advice as changes are considered or implemented by the entity or the accounting profession.

During the engagement we will hold regular status meetings with the City to enhance day-to-day operations, results, and any issues are commonly understood and addressed. The objectives of tracking and formally reporting the engagement status are to:

- Provide a consistent technique for monitoring progress against plan
- Identify any issues quickly to allow for timely corrective action
- Provide an objective rather than subjective evaluation of status
- Provide timely information on a regular basis
- Assist with obtaining buy-in of any audit recommendations on a timely basis

Our proactive measures foster communications, both written and oral, which are ongoing, relevant and routine to our engagements. Our commitment to this practice encourages open lines of communication and often prevents and/or mitigates service delivery issues. Our professionals are trained in documenting observations, recommendations, business issues, and new developments as part of their daily routine.

We will conduct our financial statement audit in four primary phases, as shown below:



Established Methodology. *Our audit is performed based on a risk-based approach. We conduct our audits under the concept of “understanding the entity.” This concept is based fundamentally on the fact that the City is unique. By understanding the City, we gain the necessary perspective for performing an effective audit. Our audit approach places particular emphasis on the planning phase to determine maximum efficiency and effectiveness.*

PHASE 1: PLANNING & STRATEGY

The main objective of the planning phase is to identify significant areas and design efficient audit procedures. We will accomplish our planning by following the methodology below:

- Conduct an entrance meeting with the City – Megan Terrell, Chris Knopik and Reba Long will meet with the City personnel to mutually agree on an outline of responsibilities and timeframes.

The agenda will include but not be limited to the following:



- Establish audit approach and timing schedule
 - Assistance to be provided by the City personnel
 - Application of generally accepted accounting principles
 - Initial audit concerns
 - Concerns of the City's management
 - Establishment of report parameters and timetables
 - Progress reporting process
 - Establish principal contacts
- Gain an understanding of the operations of the City, including any changes in its organization, management style, and internal and external factors influencing the operating environment. We will utilize reference materials such as the budget and related materials, organizational charts, manuals and programs, financial, and other management information systems
 - Identify significant accounts and accounting applications, critical audit areas, significant provisions of laws and regulations, and relevant controls over operations
 - Determine the likelihood of effective Information Systems (IS) - related controls
 - Perform a preliminary overall risk assessment
 - Confirm protocol for meeting with and requesting information from relevant staff
 - Establish a timetable for the fieldwork phase of the audit
 - Determine a protocol for using Interactive Data Extraction and Analysis (IDEA), our data extraction and analysis software, to facilitate timely receipt and analysis of reports from management
 - Compile an initial comprehensive list of items to be prepared by the City, and establish mutually agreed upon deadlines

We will document our planning through preparation of the following:

- ✓ **Entity Profile.** This profile will help us gain an understanding of the City activities, organizational structure, services, management, key employees and regulatory requirements.
- ✓ **Preliminary Analytical Procedures.** These procedures will assist in planning the nature, timing and extent of auditing procedures that will be used to obtain evidential matter. They will focus on enhancing our understanding of the financial results, and will be used to identify any significant transactions and events that have occurred since the last audit date, as well as to identify any areas that may represent specific risks relevant to the audit.
- ✓ **General Risk Analysis.** This will contain our overall audit plan, including materiality calculations, fraud risk assessments, overall audit risk assessments, effects of our IS assessment, timing, staffing, client assistance, a listing of significant provisions of laws and regulations and other key planning considerations.
- ✓ **Account Risk Analysis.** This document will contain the audit plan for the financial statements, including risk assessment and the extent and nature of testing by assertion.
- ✓ **Prepared by Client Listing.** This document will contain a listing of schedules and reports to be prepared by the City personnel with due dates for each item.
- ✓ **Assurance Information Exchange.** CLA utilizes a secure web-based application to request and obtain documents necessary to complete client engagements. This application allows clients to view detailed information, including due dates for all of the items CLA is requesting. Additionally, clients have the ability to attach electronic files and add commentary related to the document requests directly on the application.



One of the key elements in the planning of this audit engagement will be the heavy involvement of principals and managers. We will clearly communicate any issues in a timely manner, and will be in constant contact with the City as to what we are finding and where we expect it will lead.

We will develop our audit programs during this phase. Utilizing the information we have gathered and the risks identified we will produce an audit program specifically tailored to the City. This program will detail by major section the nature and types of tests to be performed. We view our programs as living documents, subject to change as conditions warrant.

PHASE 2: SYSTEMS EVALUATION

During the systems evaluation phase, we will gain an understanding of the internal control structure of the City for financial accounting and relevant operations. Next, we will identify control objectives for each type of control that is material to the financial statements, and then identify and gain an understanding of the relevant control policies and procedures that effectively achieve the control objectives. Finally, we will determine the nature, timing, and extent of our control testing and perform tests of controls. This phase of the audit will include testing of certain key internal controls:

- Electronic data, including general and application controls reviews and various user controls
- Financial reporting and compliance with laws and regulations

We will test controls over certain key cycles. One audit efficiency initiative is to rely heavily on internal controls when appropriate, and to creatively look at internal control testing to make it as efficient as possible. This means not routinely performing detailed tests of transactions using large samples. We first seek to identify key controls, and then identify possible testing through alternative methods, such as observation, interviews, and re-performance. These tests serve not only to gather evidence about the existence and effectiveness of internal control for purposes of assessing control risk, but also to gather evidence about the reasonableness of an account balance.

We will also develop our internal control tests to assess the compliance with certain provisions of laws, regulations, contracts, and grants for which noncompliance could have a direct and material effect on the determination of financial statement amounts. Our use of multi-purpose tests allows us to provide a more efficient audit without sacrificing quality.

Our assessment of internal controls will determine whether the City has established and maintained internal controls to provide reasonable assurance that the following objectives are met:

- Transactions are properly recorded, processed, and summarized to permit the preparation of reliable financial statements and to maintain accountability over assets
- Assets are safeguarded against loss from unauthorized acquisition, use, or disposition
- Transactions are executed in accordance with laws and regulations that could have a direct and material effect on the financial statements

We will finalize our audit programs during this phase. We will also provide an updated Prepared by Client Listing based on our test results and our anticipated substantive testing.

During the internal control phase, we will also perform a review of general and application Information Systems (IS) controls for the applications that are significant to financial statements to conclude whether IS general controls are properly designed and operating effectively, and consider application controls as part of the internal control assessment in the financial statement audit. Our strategy for the IS review of the applications will involve



reviewing all of the general control activities, including the computerized and manual processes. We will determine the scope of work by applying the concepts of materiality and risk assessment to effectively reduce examination inefficiencies. When planning this examination, we will gain an understanding of the City's operations by reviewing its current controls and control objectives as documented, and will also review prior years' audit work and the status of corrective actions.

Based on our preliminary review, we will perform an initial risk assessment of each critical element in each general control category, as well as an overall assessment of each control category. We will then proceed to assess the significant computer-related controls.

For IS-related controls that we deem to be ineffectively designed or not operating as intended, we will gather sufficient evidence to support appropriate findings and will provide recommendations to improve internal controls. For those IS controls that we deem to be effectively designed, we will perform testing to determine if they are operating as intended through a combination of procedures, including observation, inquiry, inspection, and re-performance.

PHASE 3: TESTING & ANALYSIS

The extent of our substantive testing will be based on results of our internal control tests. It has been our experience that governmental entities, like the City, often have a system of internal controls that, with appropriately designed tests and correlation to account balances, can be used to limit the extent of account balance substantiation testing.

Audit sampling will be used only in those situations where it is the most effective method of testing. Before deciding to sample, we will consider all possible approaches and audit techniques. Items where, in our judgment, acceptance of some sampling risk is not justified will be examined 100 percent. These may include unusual items or items for which potential misstatements could individually equal or exceed tolerable error.

After identifying individually significant or unusual items, we will decide on the audit approach for the remaining balance of items by considering tolerable error and audit risk. This may include (1) testing a sample of the remaining balance; (2) lowering the previously determined threshold for individually significant items to increase the percent of coverage of the account balance; or (3) applying analytical procedures to the remaining balance. When we elect to sample balances, we will use IDEA to efficiently control and select our samples.

Our workpapers during this phase will clearly document our work as outlined in our audit programs. We will also provide the City with status reports during the course of the audit fieldwork. As in all phases of the audit, we will be in communication with the City to determine that all identified issues are resolved in a timely manner. We will also hold a final exit conference with the City to summarize the results of our fieldwork and review significant findings.

PHASE 4: REPORTING & FOLLOW-UP

Reports to management will include oral and/or written reports regarding:

- Independent Auditors' Report
- Independent Auditors' Report on Internal Control over financial reporting and on compliance and other matters based on an audit of Financial Statements Performed in Accordance with Government Auditing Standards
- Management Letter
- Written Communication to Those Charged with Governance, which includes the following areas:



- Our responsibility under auditing standards generally accepted in the United States of America
- Changes in significant accounting policies or their application
- Unusual transactions
- Management judgments and accounting estimates
- Significant audit adjustments
- Other information in documents containing the audited financial statements
- Disagreements with the City
- The City's consultations with other accountants
- Major issues discussed with management prior to retention
- Difficulties encountered in performing the audit
- Fraud or illegal acts

Once the final reviews of working papers and financial statements are completed, which is a process that actually starts while the fieldwork is in process, our opinion, the financial statements and management letter will be issued.

Single audit approach

In the current environment of increased oversight, it is more important than ever to find qualified auditors who have significant experience with federal grants specific to the City and can enhance the quality of the City's single audit. Therefore, the single audit will be performed by a team of individuals who specialize in single audits in accordance with OMB's *Uniform Guidance* and who will offer both knowledge and quality for the City. As part of our quality control process, the single audit will be reviewed by a firm Designated Single Audit Reviewer.

The OMB's Uniform Guidance (2 CFR Part 200) is effective for federal grants made on or after December 26, 2014. This affects how federal grants are managed and audited and impacts every organization that receives federal assistance. Grant compliance can be a confusing topic and many of our clients rely on their federal funding as a major revenue source, so it is important that they understand what these changes mean to their organization. As a leader in the industry, CLA was out in front of these changes and informed our clients of how to be proactive about these changes could impact their entity. CLA professionals are available to provide guidance and tools tailored to the City's needs, and to assist in compliance with the new rules.

The AICPA clarified auditing standard, AU-C 801 "Compliance Audits" requires risk-based concepts to be used in all compliance audits including those performed in accordance with 2 CFR Part 200. Our risk-based approach incorporates this guidance.

We will conduct our single audit in three primary phases, as shown below:



Tailored Single Audit Approach. CLA understands that each contract/grant agreement is as unique as each governmental entity. Therefore, we tailor our audit procedures to match each client's risks. We work as a team, and are collaborative in our communication with management, which helps to eliminate surprises at the end of the audit.



PHASE 1: RISK ASSESSMENT & PLANNING

The risk assessment and planning phase will encompass the overall planning stage of the single audit engagement. During this phase, we will work closely with the City's management to determine that programs and all clusters of programs are properly identified and

risk-rated for determination of the major programs for testing. We will also review the forms and programs utilized in the prior year to determine the extent of any changes which are required.

We will accomplish this by following the methodology below:

- Determine the threshold to distinguish between Type A and B programs, including the effect of any loans and loan programs
- Utilizing the preliminary Schedule of Expenditure of Federal Awards, we will identify the Type A and significant Type B programs (25% of Type A threshold) in accordance with the Uniform Guidance (UG)
- Identify the programs tested and the findings reported for the past two fiscal years. Determine and document the program risk based on the past two single audits
- Prepare and distribute Type B program questionnaires to determine risk associated with Type B programs
- Determine the major programs to be tested for the current fiscal year based on the previous steps
- Based on our determination of the major programs, we will obtain the current year compliance supplement to aid in the determination of Direct and Material Compliance requirements, and customize the audit program accordingly
- Determine the preferred methods of communication during the audit

PHASE 2: MAJOR PROGRAM TESTING

We will determine the programs to be audited based on the risk assessment performed in the planning phase. We will perform the audit of the programs in accordance with UG.

To accomplish this, we will perform the following:

- Schedule an introductory meeting and notify the City's management of the major programs for the current fiscal year
- Plan and execute the testing of the expenditures reported on the Schedule of Expenditures of Federal Awards
- Perform tests of compliance and internal controls over compliance for each major program identified
- Schedule periodic progress meetings to determine that schedules are adhered to and identify issues as they arise
- Conduct entrance and exit conference meetings with each grant manager

PHASE 3: Final Assessment & Reporting

We will re-perform the steps noted in the preliminary assessment and planning stage once the final Schedule of Expenditures of Federal Awards is received to determine if additional major programs were identified.

Based on the final determination of the programs we will perform the following:

- Identify Type A and significant Type B programs which were not previously identified.
- Re-assess the risk and determine if we are required to audit additional programs.
- Perform compliance testing at the entity wide level related to procurement and cash management requirements.
- Perform testing to validate the status of prior year findings for those programs not selected for audit.
- Prepare the Schedule of Findings and Questioned Costs.
- Conduct exit conference with the City's management to review drafts of required reports:



- Independent Auditors' Report on Internal Control over financial reporting and on compliance and other matters based on an audit of Financial Statements Performed in Accordance with *Government Auditing Standards*
- Independent Auditor's Report on Compliance for Each Major Federal Program, Report on Internal Control Over Compliance, and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

Throughout the single audit, we will maintain communication through periodic progress meetings with those designated by the City. These meetings will be on a set schedule, but as frequently as the City determines. During these meetings, we will discuss progress impediments and findings as they arise.

First year transition

An area of concern that is commonly encountered during transition to new engagements is the start-up time required to familiarize ourselves with your operations. As shown below, we mitigate transition issues.



Upon appointment as auditors, we will initiate a planning meeting with the appropriate management of the City program. This meeting will take place shortly after we are notified about your selection. The purpose of the meeting will be to:

- Review our approach and roles, and solicit comments and concerns;
- Schedule work;
- Establish key meeting and reporting dates; and
- Review the audit requirements.

Our approach to transition includes:

- A well-structured, experienced engagement team
- More intensive involvement by principals and managers in the transition
- Careful and complete communications at all levels of the team to resolve issues and concerns
- User-friendly audit tools



- Use of review of prior auditor's workpapers as a way to gather pertinent historical accounting information and documents to limit your team's time in producing them for us

All transition activities will involve the on-site participation of the audit service team in order to:

- Focus our efforts only upon relevant matters
- Avoid unnecessary efforts by your personnel
- Make the audit process more responsive

We tailor the audit just for you — We begin the audit with a thorough planning and preparation phase and culminate with the timely delivery of our reports. We will work with you immediately to coordinate and schedule the engagement to minimize any potential disruptions to your business. We would envision that we immediately begin our planning process upon receipt of a signed engagement letter. We will then work with you to finalize dates that accommodate your schedules. While our audit programs provide typical approaches for given audit areas, CLA tailors and designs a client-specific, risk-based audit approach. We don't follow a "cookie cutter" approach. We use custom, industry-tailored programs, procedures, and other tools that are designed specifically to focus on the issues that are applicable to public sector.

We explain exactly what we're doing and what we've found in plain, everyday language. We translate our findings into ideas on how you can address them. We believe our services are a contributing factor to better business and administrative practices. We gain a better understanding of your organization by working closely with your staff. This involvement enables us to offer you recommendations or suggestions for improvement in your systems and procedures that are more comprehensive, better understood, and more frequently implemented.

When performing an audit, we are sensitive and understanding of the fact that we report to those charged with governance. We maintain objectivity and independence in order to be able to issue our audit opinions. We will act within our philosophy of total client service, maintain the professional relationship refined with management, and fulfill our responsibilities with the utmost professionalism.

Year-long support — We encourage your staff to take advantage of our accessibility throughout the year for questions that may arise. Our people, working with you and your staff, can provide proactive advice on new accounting or GAAP pronouncements and their potential impact; help with immediate problems including answers to brief routine questions; and share insights and best practices to assist you in planning for your future success.



Engagement timetable

Our project management methodology results in a client service plan that provides for regular, formal communication with the entire management team and allows us to be responsive to your needs. The schedule allows for input from your personnel to make certain that the services are completed based on your requirements. The plan may also be amended during the year based on input from the City Council.

Please see the below chart for the estimated time frame for the September 30, 2018 audit relating to each segment of this engagement due to the short turn-around between the RFP and the City's year end.:

Annual Audit Task – First Year	Oct	Nov	Dec	Jan	Feb	Mar
Entrance Conference						
Interim Audit Work						
Audit Fieldwork						
Draft Reports						
Presentation to City Council						

For future engagements we propose the following estimated time frame for the September 30, 2019 – 2021 audits relating to each segment of this engagement:

Annual Audit Task – Subsequent Years	Jul	Aug	Sep	Oct	Nov	Dec	Jan
Entrance Conference							
Interim Audit Work							
Audit Fieldwork Begins							
Draft Reports							
Presentation to City Council							



APPENDIX

Engagement team resumes



Megan Terrell, CPA

CliftonLarsonAllen LLP

Principal - Public Sector Group
Fort Worth, Texas



817-877-5000

megan.terrell@CLAconnect.com



Profile

As a principal for CLA, Megan leads the firm's highly-respected public sector group for the Dallas-Fort Worth area, dedicating the majority of her time to serving governmental organizations, employee benefit plans, and nonprofits. Megan builds and nurtures strong working relationships with clients by maintaining direct involvement with client engagements and working with them year-round to provide additional value. With a passion for serving the public sector, she specializes in providing consulting and assurance services to public sector entities of all sizes and structures, ranging from those of the smallest size to those with multi millions in assets and revenue. An active speaker, she regularly engages with the community to provide guidance on financial and governance topics for nonprofit and quasi-governmental organizations. Leading by example, she provides constructive guidance to her team and takes an active role in identifying new business for the firm. She has a diverse base of experience across many industries, including extensive nonprofit experience (arts and cultural, social service organizations, churches and religious institutions, foundations, associations/membership organizations/unions, private schools, etc.).

Technical Experience

- Assurance (audits, reviews, compilations, agreed upon procedures)
- Compliance audits
- Internal controls and assessment
- Consulting on a variety of nonprofit issues
- Employee benefit plan audits
- Mergers and acquisitions
- New Markets Tax Credits Financing Structuring
- Fraud and forensic accounting
- Payroll preparation and tax reporting
- Financial due diligence
- Financial forecasts and projections, including cash flow analysis

Recent Speaking Engagement

- What Nonprofits Need to Know about Tax Reform
- What Board Members Need to Know about Financial Statements and the 990
- Implementing the New Financial Reporting Reform for Nonprofits
- Nonprofit Financial Reporting Updates for Legal and Tax Advisors
- Internal Controls – Critical Considerations for Ongoing Activities
- Gift Instruments – Case Studies in Risk and Reward

Education/Professional Involvement

- Masters of Science and Bachelors of Business Administration in Accounting from University of Texas at Arlington
- American Institute of Certified Public Accountants
- Texas Society of CPAs – Board of Directors; Legislative Affairs Committee.
- Fort Worth Chapter of CPAs – co-chairman of CPA-PAC committee, Leadership Development Class.

Civic Organizations

- Ladder Alliance, Treasurer
- Leadership Fort Worth "Leading Edge" graduate
- Communities Foundation of Texas Advisory Committee



Christopher Knopik, CPA, CFE

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Profile

Christopher is a principal in the Minneapolis Public Sector Group and has 15 years of public accounting experience. He works exclusively with state and local government clients (including, cities, towns, counties, and colleges and universities) and has extensive experience with Uniform Guidance single audits of federal programs. A sampling of Christopher's clients include City of Justin, City of Joshua, Lake Cities Municipal Utility Authority, City of Eden Prairie (GFOA award recipient), City of Little Canada (GFOA award recipient), City of Elk River (GFOA award recipient), City of Brooklyn Park (GFOA award recipient), City of Lakeville (GFOA award recipient), City of Stillwater (GFOA award recipient), Dakota County (GFOA award recipient), Carver County (GFOA award recipient), Sherburne County (GFOA award recipient), St. Paul Port Authority, Minnesota State Colleges and Universities, West Virginia University, the Minnesota State Armory Building Commission, and the Minnesota Sports Facilities Authority.



Education/professional involvement

- Bachelor of Science, Accounting, Bemidji State University
- Certified Public Accountant, Minnesota
- American Institute of Certified Public Accountants
- Minnesota Society of Certified Public Accountants
- Minnesota Government Finance Officers Association
 - Education Committee, member
 - Social Committee, member
- Association of Certified Fraud Examiners
- National Association of College and University Business Officers

Speaking engagements

- Community College Business Officers Association – Enterprise Risks, September 2016
- Association of College and University Auditors – Data Analytics, September 2015
- CliftonLarsonAllen Government Training Academy, March 2014, March 2015, March 2016, and March 2017
- Fraud Prevention: How to Identify and Protect Your Higher Ed Institution – Webinar November 2017

Continuing Professional Education

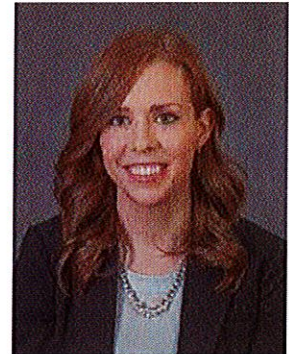
Attends a minimum of 20 hours annually of continuing professional education classes, including a minimum of 8 hours of audit and accounting classes, resulting in 120 hours over the three-year period.



Reba Long, CPA**CliftonLarsonAllen LLP**

Manager
Fort Worth, Texas

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**Profile**

Reba serves as a manager in the Fort Worth audit practice for CLA. She has extensive experience in public sector audits, including governmental and nonprofit entities. Part of this experience has included many single audit engagements and clients with a diverse range in size, complexity and mission. She strives to make the audit process go as seamlessly as possible both for the client and her team. She takes special interest in mentoring her staff to become the next generation of industry professionals.

Technical Experience

- Assurance (audits, reviews, compilations, agreed upon procedures)
 - Governmental entities
 - Higher education
 - Nonprofit
- Compliance Audits
 - Single Audits in accordance with GAS and the Uniform Guidance

Education/Professional Involvement

- Masters of Accounting, Texas Christian University, Fort Worth, Texas
- Bachelors of Science, Accounting Concentration, Trinity University, San Antonio, Texas
- American Institute of Certified Public Accountants
- Texas Society of Certified Public Accountants
- Co-Chair Leadership Development Program, Fort Worth Chapter of the TSCPA
- 2016 Graduate of the Fort Worth Chapter of the TSCPA Leadership Development Program

Representative Work Experience

- City of Justin, Texas
- City of Joshua, Texas
- Lake Cities Municipal Utility Authority
- Mississippi Institutions of Higher Learning
- Cameron University

Austin Henderson, CPA

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Senior – Public Sector Group
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Profile

Austin serves as a senior in the Fort Worth office and is a member of the firm's assurance practice. While at CLA, he has gained valuable experience performing single audits in accordance with GAS and Uniform Guidance/A-133 as well as performing nonprofit audit and review engagements. Working with clients of various sizes and goals, he delivers his clients with the highest possible level of service. His experiences in both governmental and nonprofit accounting have afforded him a broad perspective on how clients can best achieve their goals from just being ideas into actionable next steps.

Technical experience

- Governmental auditing and accounting
- Nonprofit auditing and accounting
- Planning and performance of single audit and compliance engagements

Education/professional involvement

- Masters of Accountancy from Arizona State University, Phoenix, Arizona
- Bachelors of Business Administration with an emphasis in Accounting from Southwestern Assemblies of God University, Waxahachie, Texas
- Certified Public Accountant in the state of Arizona
- Arizona Society of Certified Public Accountants





CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: October 9, 2018	Department: Administration	Presented By: City Manager
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AGENDA ITEM: #10

D/A: To consider and take action on an Inter-local Agreement with Hudson Oaks as part of the Fort Worth Water Partnership (See Agenda for full Agenda Item Language)

BACKGROUND:

The cities of Hudson Oaks and Willow Park have been collaborative working on sharing resources, facilities, expenses, and assets. In general, the City of Willow Park will be responsible of 52% of the expenses, while Hudson Oaks will be responsible for 48%. Likewise, the City of Willow Park will also receive 52% of the water resources—approximately 3.5MGPD. Currently, the City of Willow Park can produce approximately 1.5MGPD. This agreement delineates roles, responsibilities, and procedures on how the agreement with Hudson Oaks will operate. Finally, this agreement is required by the City of Fort Worth before they will execute the final agreement. It has been speculated that the City of Fort Worth could execute the final agreement in November or December.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Approve Inter-local Agreement as presented

EXHIBITS:

Proposed map of shared facilities and resources

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



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: 10/09/18	Department: Finance	Presented By: Candy Scott
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AGENDA ITEM:

Investment Policy and Finance Policy

BACKGROUND:

The purpose of Financial and Investment Policies is to set forth specific policy for financial and investment guidelines for the City of Willow Park under the statutory requirement (specifically the Public Funds Investment Act, Article 342a-2 V.T.C.S. (the “Act”) to define, adopt and review a formal financial and investment strategy and policy.

The Investment Policy was updated in the fund floor and fund ceiling minimum and maximum amounts to reflect current fund balances and needs of the City. There were no changes made to the Investment Policy other than to correct grammatical errors.

STAFF/BOARD/COMMISSION RECOMMENDATION:

The staff recommends that the City Council adopt Resolution 2018-09 adopting and implementing the Financial Policy and the Investment Policy as presented.

EXHIBITS:

Resolution 2018-10: Adopting Financial & Investment Policy
Exhibit A: Financial Policy
Exhibit B: Investment Policy

ADDITIONAL INFO:	FINANCIAL INFO:	
	One Time Cost	N/A
	Annual Cost	N/A
	Source of Funding	



CITY COUNCIL AGENDA ITEM BRIEFING SHEET



CITY OF WILLOW PARK FINANCIAL POLICY

Annual Financial Performance Goals

1. The City shall adopt a structurally balanced budget each year pursuant to state and local laws.
2. The City shall be conservative rather than aggressive in its budgeting of revenue and expenditures.
3. The City budget will be prepared in format consistent with the Government Finance Officers Associate (GFOA) distinguished budget award presentation criteria.
4. The City shall maintain an appropriate fund balance for each fund as defined by the city's fund balance policy.
5. The city will employ an active investment program in compliance with the city's investment policy that prioritizes safety and security ahead of yield and return.

Depository Policy

The City shall use a single depository, better known as the city bank, for all primary/pooled checking accounts, all cash reserve bank accounts including any savings and money market accounts. The depository must comply with all relevant state laws including the Public Funds Investment Act, Public Funds Collateral Act and Federal Depository Insurance Corporation (FDIC) requirements for public funds. The city's official depository must maintain a physical branch within Parker County, with consideration given to banks with a physical presence in Willow Park.

The city shall select its official depository through a Request for Proposals (RFP) for depository and banking services. As a measure to encourage competitive pricing for city business, the city shall release a depository RFP at least once every five years. The city is not under an obligation to change banks every five years, put merely to receive competitive offers for banking services to ensure the city is getting the best value for its business.

Depository RFP Selection Timeline

Fiscal Year Banking	Audit Process
FY 2018-19	RFP – Issued, Selected
FY 2019-20 to FY 2024-25	Years as Official Depository
FY 2024-25	RFP – Issued, Selected

Budget Policy

Annual Operating Budget

The City shall adopt a balance budget. The budget shall be structurally balanced with a matching source of funds ensuring recurring revenues are used to fund recurring expenditures, and one-time revenues are used to fund one-time expenditures. The annual budget must include the appropriations for required debt service, or for any cash deficit, and shall not authorize expenditures in excess of total estimated revenues and income plus funds from available fund balance.

The City Council may amend the annual budget once adopted. The budget amend process shall follow the same public notice process as adopting the original budget. Any budget amendments must be structurally balanced with the same standards outlined above for the annual budget adoption.

Capital Improvement Plan

The City will annually prepare and update a five-year Capital Improvement Plan based on the needs of capital improvements, infrastructure and equipment. Any project with a cost of \$50,000 or more, with an expected lifespan longer than one year will be classified as a capital improvement project. For each capital improvement a project cost shall be estimated, a funding source identified, and any on-going annual maintenance and operation cost shall be projected. All capital projects will be budgeted for project-life of the useful, first-line use of the capital project.

The City Council may issue bonds, certificates of obligation, warrants and other evidences of indebtedness for the purpose of buying or constructing capital assets. Capital projects shall be financially monitored to ensure compliance with the approved budget for the project. Any changes in cost above the total appropriation for a capital project must be approved by the City Council.

Audit Policy

The City will prepare an Annual Financial Report, better known as the annual city audit. The comprehensive annual report will be prepared by a licensed, third party certified public accountant. The annual city audit will comply with all relevant state laws and Government Accounting Board Standards (GASB). The annual city audit will be accepted by the City Council, with a copy of the document available for public inspection at City Hall and a copy posted to the city's website.

City funds will be classified as Governmental, Enterprise, or Fiduciary and reported under General Government Accounting Standards Board (GASB) practices. For accounting purposes the city's Debt Service Funds and Internal Service Funds will be accounted for as part of the General Fund under governmental funds.

The City shall select an auditing firm through a Request for Qualifications (RFQ) process. If the City is satisfied with the selected auditor's performance following the first audit after the RFQ was accepted, the city shall sign a letter of engagement with the auditing firm for four additional years.

As a safeguard against fraud and abuse the City will change auditing firms at least every five years. After five consecutive year's audits with one auditing firm the city must use a different auditing firm for at least the next year.

Auditing RFQ Selection Timeline

Fiscal Year Audited	Audit Process
FY 2017-18	RFQ – 1 st Year
FY 2017-18 to FY 2021-22	Renewal
FY 2021-22	RFQ – 1 st Year
FY 2022-23, to FY 2026-27	Renewal

Accounting System

The City of Willow Park uses fund accounting to promote accountability and transparency in the use of public funds. Funds are a self-balancing set of accounts separated for specific purposes. Both the city's annual budget and annual audit shall include a basis of budgeting providing a statement of accounting methods and fund accounting. The City of Willow Park uses a modified accrual accounting system accounting for when revenues are received and expenditures are incurred. City funds will be classified as Governmental, Enterprise, or Fiduciary and reported under General Government Accounting Standards Board (GASB) practices. Funds are grouped by categories of General, Debt Service, Utility, Special Revenue, Internal Service funds, and Component Unit of Government. Each fund will have a fund balance strategy with an appropriate reserve policy for the fund.

Fund List and Chart of Accounts

Fund Number	Fund Name	Account	Fund Type	Reserve Type
Major Funds				
1	General		Governmental	Standard
		Primary/Pooled Checking		
		GF Cash Reserve		
		GF Investments		
		GF Capital Improvements		
2	Debt Service		Governmental	Debt Service
		Debt Service		
		COB Escrow		
		DS Investments		
Utility Funds				
3	Water		Enterprise	Standard
		Primary/Pooled Checking		
		W Cash Reserve		

		W Investments		
		W Capital Improvements		
		EPA Superfund		
4	Wastewater		Enterprise	Standard
		Primary/Pooled Checking		
		WW Cash Reserve		
		WW Investments		
		W Capital Improvements		
6	Solid Waste		Enterprise	60 Day
		Primary Checking		
		SW Cash Reserve		
5	Drainage		Enterprise	60 Day
		Primary Checking		
		D Cash Reserve		
Special Revenue Funds				
6	Tourism & Special Event	Single account	Governmental	Restricted
7	Court Security	Single account	Governmental	Restricted
8	Court Technology	Single account	Governmental	Restricted
9	Grant	Single account	Governmental	Restricted
10	Police Seizure (State)	Single account	Governmental	Restricted
11	Police Seizure (Federal)	Single account	Governmental	Restricted
Internal Service Funds				
12	Abatement Fund	Single account	Governmental	Restricted
	Capital/Equipment Replacement	Single account	Governmental	Restricted
13				
14	Emergency Disaster Reserve	Single account	Governmental	Restricted
15	Parks & Roads Donations	Single account		
16	Personnel Support	Single account	Governmental	Restricted
Component Unit of Government				
	First Responder (Volunteer Fire Dept)	Single account	Governmental	Restricted
17				
	Economic Development (Willow Park EDC)	Single account	Governmental	Restricted
18				

Fund Balance Policy

- Fund balance will be measured in days by dividing a fund's annual budgeted operating expenditures (personnel, supplies, operations, utilities, contractual services) by 360.

- Fund balance will be determined by measuring a fund's unrestricted assets comprising of its primary/pooled checking account, cash reserve account, and any investment accounts.
- Restricted assets such as restricted or special revenue funds, capital improvements and related accounts will not be used in determining a fund's balance.
- Required reporting. In the event a fund's end of month balance is below a fund's statement minimum balance requirement (known as the fund floor) the Finance Director must make the City Administrator aware of the fund balance, note the insufficient funds in the monthly financial reports, and report the fund balance to the City Council at its monthly meeting. The City Administrator within twenty-four hours of being notified on an insufficient fund balance must make the Mayor and City Council aware of the fund balance.
- When a fund's end of month balance exceeds the established account ceiling for three consecutive months the excess account balance will be transfer to another account within the fund to achieve a maximum fund balance. Monies will be transferred between accounts on the following schedule; primary/pooled checking, cash reserve, investments. This type of transfer of funds must be reported in the city's monthly financial report.

Standard Fund Balance Strategy - General Fund, Water Fund, Wastewater Fund

- Maintain a minimum fund balance of 75 days (20%) of all annual budgeted fund expenditures.
[Fund Floor]
- Maintain a target fund balance of 90 days (25%) of annual budgeted expenses.
[Fund Goal]
- Maintain a fund balance that does not exceed a maximum fund balance of 120 days (33%) of all annual budgeted fund expenditures.
[Fund Ceiling]

Major Funds Fund Balance

Fund	Minimum (Fund Floor)	Goal	Maximum (Fund Ceiling)
General Fund, Water Fund, Wastewater Fund	75 Days	90 Days	120 Days

Standard Fund Account Requirements - General Fund, Water Fund, Wastewater Fund

- Of the stated minimum fund balance the city must maintain a minimum cash balance of 30 days (8.3%) of all annual budgeted fund expenditures in a fund's primary/pooled checking account.
[Minimum Cash Balance]

- For a fund's primary/pooled checking account the city shall maintain a minimum account balance of 30 day, an account goal of 45 days, and an account ceiling of 60 days.
- Each major fund shall have a cash reserve account. Cash Reserve accounts may be established as checking, savings, money market, or approved investment pool accounts.
- For a fund's cash reserve account the city shall maintain a minimum account balance of 15 days, with an account goal of 15 days, and an account ceiling of 60 days.
- Each major fund shall have an investment account. Investment accounts are regulated by the Public Funds Investment Act and the city's Investment policy.
- For a funds' investment accounts the city shall maintain a minimum balance of 15 days, with an account balance, an account goal of 15 days, and an account ceiling of 30 days.

Major Funds Account Balances

Account	Minimum (Account Floor)	Goal	Maximum (Account Ceiling)
Primary/Pooled Checking	60 Days	75 Days	90 Days
Cash Reserve	15 Days	60 Days	180 Days
Investments	15 Days	60 Days	180 Days

Debt Service Fund Balance Strategy – Debt Service Fund

- Maintain a minimum fund balance of \$1,000 or 1 day whichever is greater.
[Fund Floor]
- Maintain a target fund balance sufficient to make bi-annual budgeted interest & sinking expense payments over the course of the fiscal year.
- Maintain a fund balance that does not exceed a maximum fund balance of 360 days (100%) of all annual budgeted debt service payments (interest and sinking expenditures).
[Fund Ceiling]

Debt Service Fund Balance

Fund	Minimum (Fund Floor)	Goal	Maximum (Fund Ceiling)
Debt Service Fund,	1 Day	Semi-annual debt service payment	360 Days

Restricted Fund Balance Strategy – Court Technology Fund, Court Security Fund, Grant Fund, Abatement Fund, Police Seizure Funds, and Donation Funds

- There is no minimum fund balance or cash balance requirements for restricted funds.
- Restricted funds are special purpose funds designated for special purposes or limited by State law.
- Restricted funds will typically support special projects such as one time expenditures and not regular reoccurring department operations.

Internal Service Fund Balance Strategy – Disaster Emergency Reserve Fund, Capital/Equipment Replacement Fund

- There is no minimum fund balance requirement for internal service funds. Internal service funds are used to offset the impact of future expenditures and have no immediate expenditures which require additional coverage.
- Internal service funds may be held in a variety of account types including checking, savings, money markets or investments accounts allowed under the city's investment policy.
- Target fund balances for internal service funds are operational in nature and may vary depending on the use of the internal service fund. The Disaster Emergency Fund has the goal supporting the approximate value of the city's insurance deductible on all city owned buildings and vehicles. The capital/equipment replacement fund as the goal of offsetting the 50% of the replacement cost of a vehicle.

Component Units of Government Policy

Component Units of Government are defined by the Governmental Accounting Standards Board (GASB) as organizations that due to their nature and relationship with the city shall have their finances reported as part of the city's financial reporting. The city shall maintain separate funds for any component unit of governments. The organizations may establish their own financial and fund balance policies that will be kept on file and observed by the city.

Reporting Policy

The annual budget will be prepared in accordance with Government Finance Association (GFOA) guidelines. Copies of the budget will be available for public inspection at City Hall and on the city's website.

The annual audit will be prepared in accordance with Government Accounting Standards Board (GASB) guidelines. The annual audit will be presented to the City Council by the auditing firm. Copies of the audit will be available for public inspection at City Hall and the on the city's website.

The city's finance department will prepare monthly financial reports for the City Council. The city's finance department will prepare quarterly investment reports for the City Council. In accordance with the fund balance policy the Finance Department and City Administrator will make the City Council aware of any fund balance below the stated policy limits for a particular fund.

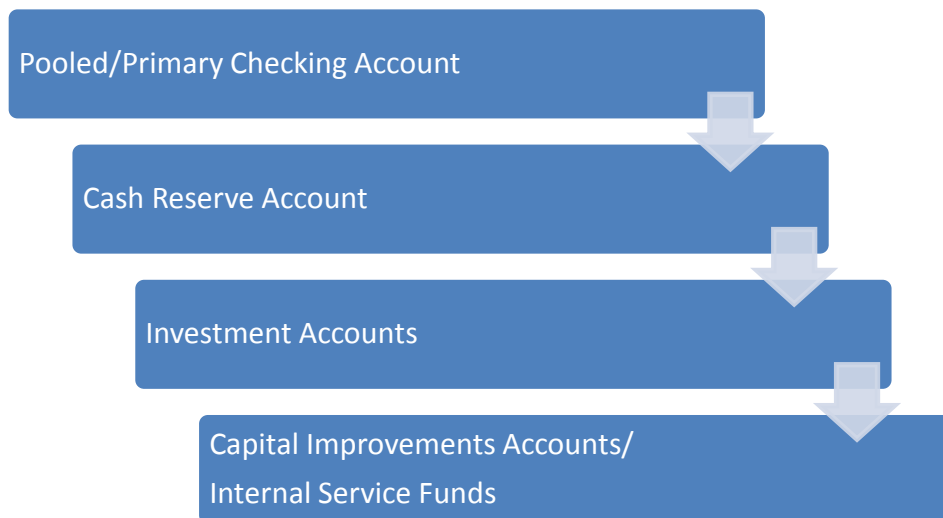
Fund Transfer Policy

Inter-Fund Transfers

To the best of its ability the city will keep fund balances segregated through separate bank accounts and accounting practices. Inter-fund transfers should be noted in the city's annual audit and whenever possible planned for in the city's annual budget. Inter-fund transfers between the General Fund and any of the city's Utility Funds (Water, Wastewater, Solid Waste, and Drainage), or Special Revenue Funds (Tourism, Court Security, Court Technology, Grant, Police Seizure) shall be recorded as an inter-fund balance. Inter-fund balances shall be treated as zero interest loans between funds and a fund repayment schedule shall be included with the city's annual budget.

Intra-Fund Transfers

Intra-Fund transfers shall be considered transfers within a fund such as moving monies from an account to another within the same fund. Intra-fund transfers may take place to meet the city's cash flow needs. Intra-Fund transfers may also take place once an account balance has exceed its' established fund account ceiling. As outlined in the city's fund balance policy excess monies shall be transferred on the following schedule:



Transfers between the General Fund and any of the city's Internal Service Funds (Abatement, Capital/Equipment Replacement, Emergency Disaster, Parks & Roads Donation, and Personnel Support Funds) shall be considered Intra-Fund transfers. As noted in the city's Audit Policy Internal Service Funds shall be accounted for under the General Fund.

Purchasing and Procurement Policy

The following policies are the general procurement policy for the city for all items other than capital projects. Purchasing is limited to authorized employees within a department. Each department is responsible for updating its authorized purchaser list and keeping it on file with the Finance Department

Purchasing Authority

Purchase Amount	Policy Requirement	Purchasing Authority
\$0.01 - \$ 299	No quotes required, must make best effort to obtain best value for the City.	Employees listed on department purchasing approval list
\$300 - \$3,000	Prior approval required	Employees listed on department purchasing approval list
\$3,001 - \$9,999	Three quotes required. Verbal quotes must be documented as to source. Prior approval required.	Department Head.
\$10,000 - \$49,999	Three written quotes. Must notify preferred vendors and Historically Underutilized Businesses. Prior approval required.	City Administrator. Expense must be included in approved annual budget.
\$50,000+	Request for Qualification (RFQ) or Request for Proposal (RFP) are required. Must comply with state HUB requirement.	City Council

Checking Writing Policy

The city will require two signatures for each check written. The primary signatories will be the Mayor and City Administrator. The alternate signatories will be the Mayor Pro Tem, Finance Director and the Assistant City Administrator. All checks require supporting documentation consisting of an approved check request, and the appropriate purchase order. Any payment over \$50,000 must have signature from one member of each signatory group (Mayor or Mayor Pro Tem and City Administrator, Finance Director or Assistant City Administrator).

ACH Transfers & Payments

The city will use electronic transfers including Automated Clearing House (ACH) payments, primarily for reoccurring expenses such as payroll. Electronic transfers require signed authorizing documentation similar to a check request.

Debt Management Policy

The goal of the debt management policy is to guide City officials as they consider the proper use of debt to fund capital projects and so serve as guidelines for city staff to use in issuing and managing debt.

Authority to issue debt

- Debt in excess of \$50,000 for a period longer than three year may only be issued by the majority vote of the City Council or by a vote of the general public as part of bond election.

Conditions for the use of debt

- Purchase of Capital Improvement (Land, Building, Equipment, Vehicle, or Technology) that the City will own and operate for longer than three years and exceeds a purchase price of \$10,000.
- Court ordered judgement or settlement in excess of \$50,000.

Debt Management

- Every debt issuance should include a list of the capital improvement, estimated lifespan, and projected cost.
- Length of debt issuance should not exceed the reasonable life span of the capital improvement.
- Every debt issuance should include a repayment plan designating the Fund responsible (or percentage of Funds responsible) for the debt, and future revenue source to be used to repay the debt service.
- Every debt issuance shall include an approved repayment schedule indicating principal and interest payments.
- Every debt issuance shall include a financial schedule that discloses the original principal amount received, the interest rate to be paid, and the total interest cost of the life of the debt issuance.
- Efforts should be made minimize the city's debt service cost and retain the highest credit rating.
- Efforts should be made to maintain full and complete financial disclosure and reporting for financial advisor, bond counsel, rating agencies, and auditors.

Debt Limits

- The city should not issue debt that causes in Interest & Sinking (I&S) portion of Ad Valorem (property) tax rate to exceed the Maintenance & Operations (M&O) portion of Ad Valorem (property) tax rate.
- The city should not issue debt in excess of the city's total annual budget without a vote of the general public. Specifically, the City Council should not issue Certificates of

Obligation (C.O.) that exceed the adopted, annual all funds budget. In the event the city seeks to issue debt in excess of the adopted, annual all funds budget, the city should hold a general election on the issuance of General Obligation (G.O.) bonds.

- The city should not issue debt for a term longer than thirty years. In the event the city refinances debt is should not extend the term of the debt for longer than ten additional years beyond the original debt service schedule.

The City of Willow Park Financial Policy shall be reviewed and adopted by the City Council. The policy shall be reviewed for effectiveness on an annual basis and any modifications will be approved by the City Council.

Reviewed and adopted by City Council on October 9, 2018.

Mayor

Date

City Secretary

Date



CITY OF WILLOW PARK INVESTMENT POLICY

INTRODUCTION

The purpose of this document is to set forth specific investment policy and strategy guidelines for the City of Willow Park in order to achieve the goals of safety, liquidity, yield, and public trust for all investment activity. This policy serves to satisfy the statutory requirement (specifically the Public Funds Investment Act, Article 342a-2 V.T.C.S. (the “Act”) to define, adopt and review a formal investment strategy and policy.

INVESTMENT POLICY

I. SCOPE

This investment policy applies to all financial assets of the City of Willow Park. These funds are accounted for in the City's Annual Audit Report (CAAR) and include:

- A. General Fund
- B. Debt Service Funds
- C. Utilities Funds (Water, Wastewater, Drainage)
- D. Capital Project Improvement Funds
- E. All Other Funds and Accounts

II. OBJECTIVES AND STRATEGIES

The City of Willow Park shall design and manage its investments in compliance with all Federal, State, and other legal requirements, including, but not limited to the Public Funds Investment Act. The objectives of the City's investment policy are safety, liquidity, public trust, and yield. To ensure the City meets its objective of public trust, all participants in the City's investment process shall seek to act responsibly and prudently, handling with care the City's assets, as they would their own. Investment officials shall avoid any transaction that might impair public confidence in the City's ability to govern effectively. To meet its objectives, the City shall manage and invest its available resources using six primary strategies, listed in order of their priority: suitability, preservation and safety of principal, liquidity, diversification, public trust and yield.

Suitability

Suitability of the investment to the financial requirements of the City is the foremost strategy of the City. Understanding the City's financial requirements and purchasing suitable investments that comply with the Act and this policy are paramount.

Preservation and Safety of Principal

Preservation and safety of principal of the City's assets is an integral part of the investment program. As noted above, safety of principal is the primary objective of this policy. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To increase investment safety, the City strives to decrease or minimize credit risk. Credit risk or the risk of loss due to the failure of a security issuer or guarantor shall be minimized by the City by limiting investments to safe types, pre-qualifying financial institutions and broker/dealers, and diversifying the portfolio in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio. To match anticipated cash flow requirements, the maximum weighted average maturity of the overall portfolio may not exceed six months.

Liquidity

The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with forecasted cash flow. A portion of the portfolio will also be placed in short term investment pools and/or money market mutual funds, which offer daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Marketability

Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement or an unforeseen need to liquidate the investment before maturity. Historical market "spreads" between the bid and offer prices of a particular security type of less than a quarter of a percentage point shall define an efficient secondary market.

Diversification

Diversification of the portfolio will include diversification by maturity and market sector and will include the use of a number of broker/dealers for diversification and market coverage. Competitive bidding will be used on each sale and purchase.

Public Trust

Investments shall be made with judgment and care, under circumstances, then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of capital as well as probable income to be derived. All participants in the City's investment process

shall seek to act responsibly as custodians of the public trust. Investment officials shall avoid any transaction that might impair public confidence in the City's ability to govern effectively.

Yield

The City's investment portfolio shall be designed with the objective of attaining a rate of return throughout budgetary and economic cycles, commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio. Yield on investments is of significantly less importance compared to the safety, liquidity and public trust objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. The yield of an equally weighted, rolling six-month Treasury bill portfolio shall be the minimum yield objective or "benchmark". A secondary objective will be to obtain a yield equal to or in excess of a local government investment pool or money market mutual fund.

Effective cash management is recognized as essential to good fiscal management. Cash management is defined as the process of managing monies in order to ensure maximum cash availability. To ensure the marketability and liquidity of invested cash, the choice of high-grade government investments and high-grade money market instruments will primarily be selected.

The City shall maintain a comprehensive cash management program which includes collection of accounts receivable, prudent investment of its available cash, disbursement of payments in accordance with invoice terms and the management of banking services.

III. RESPONSIBILITY AND CONTROL

A. Delegation of Authority and Training

Authority to manage the City's investment program is derived from a resolution of the City Council. The City Administrator and Budget/Financial Analyst are designated as the investment officer of the City, with the City Secretary serving as the alternate investment officer. The investment officer is responsible for investment decisions and activities. The investment officer shall attend at least one training session relating to the officer's responsibility under the Act within 12 months after assuming duties. The investment officer will also be required to attend a training session not less than once every two years and receive 10 hours of training through courses or seminars offered by independent professional organizations and associations (*i.e. the Government Finance Officers Association of Texas, the Government Treasurers Organization of Texas, the Texas Municipal League, or the North Central Texas Council of Governments, etc.*) in order to insure the quality and capability of the City's investment personnel making investment decisions in compliance with the Act. The training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Act.

The City shall also encourage those who may perform daily activities with the City investments to attend such training although they are not listed specifically as Investment Officers of the City.

B. Internal Controls

The investment officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the investment officer shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures. The results of this review shall be reported to the City Council. The internal controls shall address the following points:

- 1) Control of collusion.
- 2) Separation of transaction authority from accounting and record keeping.
- 3) Custodial safekeeping.
- 4) A voidance of physical delivery securities.
- 5) Clear delegation of authority to subordinate staff members.
- 6) Written confirmation for telephone (voice) transactions for investments and wire transfers.
- 7) Development of a wire transfer agreement with the depository bank or third party custodian.

C. Prudence

The standard of prudence to be applied by the investment officer shall be the "Prudent Person Rule" which states: *"Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not in speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived"* In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- 1) The investment of all funds, or funds under the City's control, over which the officer had responsibility rather than the prudence of a single investment.

- 2) Whether the investment decision was consistent with the written investment policy of the City.

The investment officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported immediately and that appropriate action is taken to control adverse developments.

D. Limitation of Personal Liability

Investment officials acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibilities for an individual security's credit risk or market price change, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments. The City Council will retain ultimate responsibility as fiduciaries of the assets of the City.

E. Ethics and Conflicts of Interest

City staff involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program, or that could impair the employee's ability to make impartial investment decisions. According to the Act, an Investment Officer has a personal business relationship with a business organization if:

- 1) The Investment Officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
- 2) Funds received by the Investment Officer from the business organization exceed 10 percent of the Investment Officer's gross income for the previous year; or
- 3) The Investment Officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the Investment Officer.

Investment Officer(s) must file a disclosure statement with the Texas Ethics Commission and the City Council if an officer has a personal business relationship with a business organization offering to engage in an investment transaction with the City or if the Officer is related within the second degree by affinity or consanguinity, as determined under Chapter 573 of the Texas Government Code, to an individual seeking to transact investment business with the entity.

IV. INVESTMENT PORTFOLIO

Investments described below are authorized by Chapter 2256, Texas Government Code as eligible securities for the City. City funds governed by this Policy may be invested in the following types of securities:

- 1) Obligations of the United States or its agencies with stated maturity not to exceed two years.
- 2) Direct obligations of the State of Texas or its agencies with a stated maturity not to exceed two years.
- 3) Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by or backed by the full faith and credit of the State of Texas or the United States or its agencies, including obligations that are fully insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States and with stated maturity not to exceed two years.

A. Authorized Investments.

- 1) Obligations of the United States of America, its agencies and instrumentalities, which have a liquid market with a readily determinable market value.
- 2) Direct obligations of the State of Texas and agencies thereof.
- 3) Other obligations, the principal of and interest on which are unconditionally guaranteed by the State of Texas or United States of America.
- 4) Obligations of the States, agencies thereof, Counties, Cities, and other political subdivisions of any state having been rated as investment quality by a nationally recognized investment rating firm, and having received a rating of not less than "A" or it's equivalent
- 5) Certificates of Deposit of state and national banks domiciled in Texas, guaranteed or insured by the Federal Deposit Insurance or it's successor or secured by obligations described in A through D above, which are intended to include all direct agency or instrumentality issued mortgage backed securities rated AAA by a nationally recognized rating agency, or by Article 2529b-1, V.T.C.S., and that have a market value of not less than the principal amount of the certificates.
- 6) Fully collateralized direct repurchase agreements with a defined termination date secured by obligations of the United States or it's agencies and instrumentalities pledged with a third party, selected by the Director of Finance, other than an agency for the pledgor. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a bank domiciled in Texas. A Master Repurchase Agreement must be signed by the bank/dealer prior to investment in a repurchase agreement
- 7) Joint pools of political subdivisions in the State of Texas which invest in instruments and follow practices allowed by current law. Investment in such pools shall be limited to 15% of the City's entire portfolio. A pool must be continuously

rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

B. Not Authorized

The City's authorized investments options are more restrictive than those allowed by State law. State law specifically prohibits investment in the following investment securities.

- 1) An obligation whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
- 2) Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
- 3) Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.
- 4) Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

C. Holding Period

The City of Willow Park intends to match the holding periods of investment funds with liquidity needs of the City. In no case will the average maturity of investments of the City's operating funds exceed one year. The maximum final stated maturity of any investment shall not exceed two years.

a. Risk and Diversification

The City of Willow Park recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification that shall be achieved by the following general guidelines:

- 1) Risk of issuer defaults is controlled by limiting investments to those instruments allowed by the Act, which are described herein.
- 2) Risk of market price changes shall be controlled by avoiding over-concentration of assets in a specific maturity sector, limitation of average, maturity of operating funds investments to one year, and avoidance of over-concentration of assets in specific instruments other than U.S. Treasury Securities and Insured or Collateralized Certificates of Deposits.
- 3) Risk of liquidity due to technical complications shall be controlled by the selection of securities dealers as described herein.

V. AUTHORIZED FINANCIAL BROKERS/DEALERS AND INSTITUTIONS

All investments made by the City will be made through either the City's banking services bank, local government investment pool, investment management firm, or a broker/dealer. At least annually, the City Council will review, revise, and adopt a list of qualified broker/dealers that are authorized to engage in investment transactions with the City, per the Act 2256.025. Refer to Appendix A for a list of approved broker/dealers and institutions.

To be included on the City's qualified broker/dealer list that is reviewed, revised, and adopted by the City Council annually, broker/dealers must meet certain criteria as determined by the Investment Officer. The following criteria must be met by those firms on the list:

- 1) Adherence to the City's objectives and strategies;
- 2) Investment performance and transaction pricing within accepted risk constraints;
- 3) Responsiveness to the City's request for services, information and open communication;
- 4) Understanding of the inherent fiduciary responsibility of investing public funds;
- 5) Similarity in philosophy and strategy with the City's objectives;
- 6) Proof of certification by the National Association of Securities Dealers (NASD) and provision of CRD number;
- 7) Proof of current registration with the State Securities Commission; and
- 8) References from other public entities in Texas.

VI. APPROVED BROKER/DEALERS AND INSTITUTIONS

Every bank, local government investment pool, investment management firm or broker/dealer with whom the City transacts business will be provided a copy of this Investment and Collateralization Policy to ensure that they are familiar with the objectives and strategies of the Policy. A qualified representative of the firm will be required to return a signed certification (provided to them by the City, see Appendix B) stating that the Policy has been received and reviewed, and that they have implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between their organization and the City that are not authorized by the City's Investment and Collateralization Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards, as required by the Act 2256.005 (k-l).

Each bank, local government investment pool, investment management firm or broker/dealer is required annually to provide current audited financial statements to the City.

The City may not engage in an investment transaction with a business organization prior to receiving this written certification completed by the organization.

A. Competitive Bidding

It is the policy of the City to require competitive bidding for all investment transactions (securities and bank CD's) except for transactions with money market mutual funds and local government investment pools (which are deemed to be made at prevailing market rates). At least three bids or offers must be solicited for all other investment transactions. In a situation where the exact security being offered is not offered by other dealers, offers on the closest comparable investment may be used to establish fair market price of the security. When few broker/dealers or banks, if any, or in instances where timing is critical, City investment officers may use another authorized investment of similar maturity for evaluation purposes. The quotes may be accepted orally, in writing, electronically, or any combination of these methods, but must be followed by official written confirmation. City investment officers (at least two) may approve exceptions, on a case by case basis, by considering the investment type, maturity date, amount and potential disruptiveness to the City's investment strategy.

Funds will be authorized to be released after notification that the purchased security has been received. Written confirmation shall be received from the financial institution or broker/dealer. All investments purchased will be held in safekeeping at a third party custodial institution with a safekeeping receipt being sent to the City.

V. COLLATERALIZATION

The City of Willow Park's investment portfolio is selected and managed in such a manner to ensure that it will meet all the requirements established by the City of Willow Park Investment Policy and the Public Funds Investment Act. The Collateralization Policy, as part of the overall Investment Policy, is intended to protect the City's investments by providing a buffer against market changes to provide a level of security for all City funds. Therefore, collateralization will be required on deposits held by depository banks and certificates of deposit.

A. Allowable Collateral and required Collateral Levels

Eligible collateral for security of the City's deposits is limited to United States Treasury Bills, Treasury Bonds, and Treasury Notes which are backed by the full faith and credit of the United States Government. The only allowable exception is for debt proceeds held in escrow by the lending institution or its designated depository, which may include United States Agency Securities at the discretion of the City's investment officers. Authorization for this collateral exception must be written, and signed by at least two of the City's investment officers.

This policy requires that collateral pledged be revalued and adjusted on a monthly basis. The variable nature of this system recognizes the appropriateness of lower minimum requirements for collateral instruments that mark-to-market more frequently, and higher ratios for collateral that is market adjusted less frequently.

The following percentages are minimum market value for collateral instruments that are pledged for City deposits (and accumulated interest thereon):

Maturity Period	Minimum Collateral Required
a) up to 1 year	102%
b) between 1 and 5 years	105%
c) more than 5 years	110%

Any collateral with a maturity of over 5 years must be approved by the Investment Officer(s) in writing before the transaction is initiated.

Collateral is valued at current market price plus accrued interest accrued through the date of valuation.

B. Monitoring Collateral Adequacy

The City requires monthly reports with market values of pledged securities from all financial institutions with which the City has deposits. The Investment Officer(s) will at least monitor adequacy of collateralization monthly.

C. Margin Calls on Certificates of Deposit

If the collateral pledged for a certificate of deposit falls below the par value of the deposit, plus accrued interest less FDIC insurance, the Institution will be notified by the Investment Officer(s) and will be required to pledge additional securities, allowed by this policy, no later than the end of the next succeeding business day.

D. Collateral Substitution

Any broker, dealer, or financial institution requesting collateral substitution must contact the Investment Officer(s) for approval and settlement. The substituted security's value will be calculated and substitution approved if its value is equal to or greater than the required security level. The Investment Officer(s), or a designee, must provide written notification of the decision to the bank or the safekeeping agent holding the security prior to any security release.

Substitution is allowable for all transactions, but should be limited, if possible, to minimize potential administrative problems and transfer expense. The Investment

Officer may limit substitution and assess appropriate fees if substitution becomes excessive or abusive.

E. Collateral Reductions

Should the collateral's market value exceed the required amount, any broker or financial institution may request approval from the Investment Officer(s) to reduce collateral. Collateral reductions may be permitted only if the City's records indicate that the collateral's market value exceeds the required amount.

VI. SAFEKEEPING AND CUSTODY

A. Insurance or Collateral

All deposits and investments of City funds other than direct purchases of U.S. Treasuries or agencies shall be secured by pledged collateral. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on the deposits or investments less an amount insured by the FDIC or FSLIC. Evidence of the pledged collateral shall be maintained by the investment officer or a third party financial institution. Repurchase agreements shall be documented by a specific agreement noting the collateral pledge in each agreement. Collateral shall be reviewed monthly to assure that the market value of the pledged securities is adequate.

B. Safekeeping Agreement

Collateral pledged to secure deposits of the City shall be held by a safekeeping institution in accordance with a Safekeeping Agreement which clearly defines the procedural steps for gaining access to the collateral should the City of Willow Park determine that the City's funds are in jeopardy. The safekeeping institution, or Trustee, shall be the Federal Reserve Bank or an institution not affiliated with the firm pledging the collateral. The safekeeping agreement shall include the signatures of authorized representatives of the City of Willow Park, the firm pledging the collateral, and the Trustee.

C. Collateral Defined

The City of Willow Park shall accept only the following securities as collateral:

- 1) FDIC and FSLIC insurance coverage.
- 2) A bond, certificate of indebtedness, or Treasury Note of the United States that is guaranteed as to principal and interest by the United States.
- 3) Obligations, the principal and interest on which, are unconditionally guaranteed or insured by the State of Texas.

- 4) A bond of the State of Texas or of a county, city or other political subdivision of the State of Texas having been rated as investment grade (investment rating no less than “A” or it's equivalent) by a nationally recognized rating agency with a remaining maturity of ten (10) years or less.

D. Subject to Audit

All collateral shall be subject to inspection and audit by the investment officer or the City's independent auditors.

E. Delivery vs. Payment

Treasury Bills, Notes, Bonds, Repurchase Agreements and Government Agencies' securities shall be purchased using the delivery vs. payment method. That is, funds shall not be wired or paid until verification has been made that the correct security was received by the Trustee. The security shall be held in the name of the City or held on behalf of the City. The Trustee's records shall assure the notation of the City's ownership of or explicit claim on the securities. The original copy of all safekeeping receipts shall be delivered to the City.

VII. INVESTMENT PARAMETERES

A. Diversification

The City will purchase and diversify its investments by security type and investment maturity, in accordance with this policy. Diversification by investment type shall be established by the following maximum percentages of investment type to the total investment portfolio:

1) Obligations of the United States or its agencies	100%
2) Fully collateralized interest bearing commercial checking/savings Accounts	100%
3) Eligible Investment Pools as defined in section 2256.016 of the Act	100%
4) Fully insured and/or collateralized Certificates of Deposit	50%
5) No-load Money Market Mutual Funds	35%
6) Direct obligations of the State of Texas or its agencies	25%
7) Obligations of states, agencies, cities and other political subdivisions of any state	25%
8) Other authorized and suitable investments	10%

B. Maximum and Weighted Average Maturity

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirement of the funds. The City of Willow Park intends to match the holding periods of investment funds with liquidity need of the City. The maximum final stated maturity of any investment shall

not exceed five years. All long-term maturities will be intended to cover long-term liabilities. In addition, no less than ten percent (10%) of the funds in the portfolio will be liquid at all times. The entire portfolio will have a weighted average maturity of one (1) year or less. This weighted average will be calculated using the stated final maturity dates of each security.

C. By Fund Groups

Maturity guidelines by fund are as follows:

- 1) Operating Funds - The weighted average days to maturity for the operating fund portfolio shall be 365 days or less and the maximum allowable maturity shall be one year.
- 2) Debt Service Funds - Debt Service Funds shall be invested to ensure adequate funding for each consecutive debt service payment. The Investment Officer shall invest in such a manner as not to exceed an "unfunded" debt service date with the maturity of any investment. Any unfunded debt service date is defined as a coupon or principal payment date that does not have cash or investment securities available to satisfy said payment.
- 3) Debt Service Reserve Funds - Market conditions, Bond Resolutions constraints and Arbitrage compliance will be considered when formulating Reserve Fund strategy. Maturity limitation shall generally not exceed the call provisions of the Bond Ordinance and shall not exceed the final maturity of the bond issue. All Debt Service Reserve Fund investment maturities shall not exceed five years.
- 4) Special Project, Special Purpose, and Constmction Funds - The investment maturity of bond or debt proceeds shall generally be limited to the anticipated cash flow requirements. City funds that are considered "bond proceeds" for arbitrage purposes will be invested using a more conservative approach than the standard investment strategy when arbitrage rebate makes requiring refunding excess earnings. All earnings in excess of the allowable arbitrage earnings will be segregated and made available for any necessary payments to the U.S. Treasury.

VIII. REPORTING

A. Annual Report

Within sixty (60) days of the end of the fiscal year, the investment officer shall present an annual report on the investment program and investment activity.

B. Methods

The annual investment report shall include a succinct management summary that provides a clear picture of the status of the current investment portfolio and

transactions made over the last year. This management summary will be prepared in a manner that will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report will be prepared in compliance with generally accepted accounting principles. The report will include the following:

- 1) A listing of individual securities held at the end of the reporting period. This list will include the name of the fund or pooled group fund for which each individual investment was acquired.
- 2) Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period. Market values shall be obtained from financial institutions or portfolio reporting services independent from the broker/dealer from which the security was purchased.
- 3) Additions and changes to the market value. during the period.
- 4) Fully accrued interest for the reporting period.
- 5) Average weighted yield to maturity of portfolio on entity investments as compared to applicable benchmarks.
- 6) Listing of investments by maturity date.
- 7) The percentage of the total portfolio which each type of investment represents.
- 8) Statement of compliance of the City's investment portfolio with State Law and the investment strategy and policy approved by the City Council.

IX. INVESTMENT POLICY ADOPTION

The City of Willow Park investment policy shall be adopted by resolution of the City Council. The policy shall be reviewed for effectiveness on an annual basis and any modifications will be approved by the City Council. The City Council shall review these investment policies and strategies not less than every three years.

Reviewed and adopted by City Council by Resolution _____ on October 9, 2018.

Mayor

Date

City Secretary

Date

CITY OF WILLOW PARK

RESOLUTION 2018-09

A RESOLUTION PROVIDING FOR AN ANNUAL REVIEW BY THE CITY OF WILLOW PARK, TX GOVERNING BODY OF THE MUNICIPAL INVESTMENT POLICY ADOPTED PURSUANT TO THE "PUBLIC FUNDS INVESTMENT ACT" CHAPTER 2256 TEX. GOV'T CODE, FINANCIAL POLICY; MAKING CHANGES TO SAID POLICIES WHERE NECESSARY AND APPROPRIATE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Willow Park, Texas (City) is a general law municipally located in Parker County, created in accordance with 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 wellbeing of its citizens; and,

WHEREAS, the municipal offices of the City perform certain functions related to the preservation of order, health, prosperity and welfare of its citizens; and,

WHEREAS, Chapter 2256 TEX. GOV'T CODE, commonly known as the "Public Funds Investment Act" requires the City to adopt an Investment Policy by rule, order, or resolution; and

WHEREAS, the Public Funds Investment Act, id., requires the Treasurer or Investment Officer of the City to attend Public Funds Investment training as required by law; and

WHEREAS, the Investment of Public Funds, to promote public confidence and trust, should be open and transparent; based on an Investment Policy that promotes safety of principal and liquidity of funds; and be guided by an Investment Strategy emphasizing preservation of principal, liquidity, marketability, diversification and yield.

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

SECTION I. AUTHORIZATION

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

SECTION 2 POLICY REVIEW

The governing body of the City of Willow Park, Texas has reviewed the Financial Policy, Investment Policy and Investment Strategy, attached hereto as Exhibits "A" and "B" incorporated herein, and finds said Financial Policy, Investment Policy and Investment Strategy to have set the degree of prudence, standard of discretion and investment management required pursuant to §2256.005-.006 TEX. GOV'T CODE.

SECTION 3. ADOPTION

The governing body after giving due deliberation, does hereby adopt and implement, where not otherwise in place, the Financial Policy, Investment Policy and Investment Strategy in and for the City, as attached here to as Exhibits "A" and "B".

SECTION 4. INVESTMENT TRAINING

Pursuant to §2205.008 TEX GOV'T CODE the Municipal Investment Officer is hereby directed to participate in approved investment training consistent with a schedule as set forth in the cited statutory section.

SECTION 5 SEVERABILITY

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

SECTION 6. 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 Resolution.

SECTION 7. EFFECTIVE DATE

This Resolution shall take effect from and after its adoption.

PASSED AND APPROVED this 9th day of October, 2018.

Doyle Moss, Mayor

ATTEST:

Alicia Smith, City Secretary

APPROVED AS TO FORM:

William Pat Chesser, City Attorney

The Willow Park City Council is acting on Resolution No. 2018-07, did on the 9th day of October 2018 vote as follows:

	<u>FOR</u>	<u>AGAINST</u>	<u>ABSTAIN</u>
Doyle Moss	_____	_____	_____
Norman Hogue, Place 1	_____	_____	_____
Amy Fennell, Place 2	_____	_____	_____
Greg Runnebaum, Place 3	_____	_____	_____
Lea Young, Place 4	_____	_____	_____
Gary McKaughan, Place 5	_____	_____	_____



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date:
October 9, 2018

Department:
Administration

Presented By:
City Manager

AGENDA ITEM: #13

D/A: To consider and take action on a Memorandum of Understanding with TXDOT

BACKGROUND:

TXDOT has developed an MOU template that it has executed with numerous cities across the State. It is designed to provide for State participation in the maintenance and operation of the State Highway System. The purpose is to define the authority and responsibilities of both TXDOT and the City of Willow Park of the maintenance on operation of the State highways throughout the City of Willow Park.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Approve MOU with TXDOT

EXHIBITS:

MOU Agreement

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



MUNICIPAL MAINTENANCE AGREEMENT

Form 1038
(Rev 03/12)
Page 1 of 6

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made this _____ day of _____, 20____, by and between the State of Texas, hereinafter referred to as the "State," party of the first part, and the City of Willow Park (population 3,982, 2010, latest Federal Census) acting by and through its duly authorized officers, hereinafter called the "City," party of the second part.

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within such City, conditioned that the City will enter into agreements with the State for the purpose of determining the responsibilities of the parties thereto; and

WHEREAS, the City has requested the State to assist in the maintenance and operation of State highways within such City:

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

For this agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

COVERAGE

1. This agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:
 - A. Non-Controlled Access highways or portions thereof which are described and/or graphically shown as "State Maintained and Operated" highways in Exhibit "A," which is attached hereto and made a part hereof.
 - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission or maintained and operated as Controlled Access Highways and which are described and/or graphically shown in Exhibit "B," which is attached hereto and made a part hereof.
2. In the event that the present system of State highways within the City is changed by cancellation, modified routing, or new routes, the State will terminate maintenance and operation and this agreement will become null and void on those portions of the highways which are no longer on the State Highway System; and the full effect and all conditions of this agreement will apply to the changed highways or new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 1 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
3. Exhibits that are a part of this agreement may be changed with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence.

GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.
2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.
3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.
4. Traffic regulations, including speed limits, will be established only after traffic and engineering studies have been completed by the State and/or City and approved by the State.
5. The State will erect and maintain all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way except as mentioned in this paragraph and elsewhere in this agreement. At the intersections of off-system approaches to State highways, the City shall install and maintain all stop signs, yield signs, and one-way signs and any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. The City shall install and maintain all street name signs except for those mounted on State maintained traffic signal poles or arms or special advance street name signs on State right-of-way. All new signs installed by the City on State right-of-way shall meet or exceed the latest State breakaway standards and be in accordance with the *Texas Manual on Uniform Traffic Control Devices*, latest edition and revision. All existing signs shall be upgraded on a maintenance replacement basis to meet these requirements.
6. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation except in those installations specifically covered by separate agreements between the City and State.

7. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
8. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State.
9. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation and necessity, will be determined by traffic and engineering studies. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, will be indicated by the proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement will be covered under a separate agreement.
10. New construction of sidewalks, ramps or other accessibility related items shall comply with current ADA standards. The city is responsible for the maintenance of these items.
11. If the City has a driveway permit process that has been submitted to and approved by the State, the City will issue permits for access driveways on State highway routes and will assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State will issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual.
12. The use of unused right-of-way and areas beneath structures will be determined by a separate agreement

NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to non-controlled access State highways in addition to the "General Conditions" contained herein above. Non-controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "A."

State's Responsibilities (Non-Controlled Access)

1. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of same under vehicular loads encountered and maintain the shoulders.
2. Assist in mowing and litter pickup to supplement City resources when requested by the City and if State resources are available.
3. Assist in sweeping and otherwise cleaning the pavement to supplement City resources when requested by the City and if State resources are available.

4. Assist in snow and ice control to supplement City resources when requested by the City and if State resources are available.
5. Maintain drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits.
6. Install, maintain, and operate, when required, normal regulatory, warning and guide signs and normal markings (except as provided under "General Conditions" in paragraph 5). In cities with less than 50,000 population, this also includes school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to written State approval.
7. Install, operate, and maintain traffic signals in cities with less than 50,000 population.
8. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds if the City agrees to enter into an agreement setting forth the responsibilities of each party.

City's Responsibilities (Non-Controlled Access)

1. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
2. Install and maintain all parking restriction signs, pedestrian crosswalks [except as provided in paragraph 6 under "State's Responsibilities (Non-Controlled Access)"], parking stripes and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population will also install, operate, and maintain all school safety devices and school crosswalks.
3. Signing and marking of intersecting city streets with State highways will be the full responsibility of the City (except as provided under "General Conditions" in paragraph 5).
4. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.
5. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of drainage facilities does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.
6. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations will be handled by a separate agreement.
7. Perform mowing and litter pickup.
8. Sweep and otherwise clean the pavement.
9. Perform snow and ice control.

CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to controlled access highways in addition to the "General Conditions" contained herein above. Controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "B."

State's Responsibilities (Controlled Access)

1. Maintain the traveled surface of the through lanes, ramps, and frontage roads and foundations beneath such traveled surface necessary for the proper support of same under vehicular loads encountered.
2. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist and assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads in undeveloped areas.
3. Sweep and otherwise clean the through lanes, ramps, separation structures or roadways and frontage roads.
4. Remove snow and control ice on the through lanes and ramps and assist in these operations as the availability of equipment and labor will allow on the frontage roads and grade separation structures or roadways.
5. Except as provided under "General Conditions" in paragraph 5, the State will install and maintain all normal markings and signs, including sign operation if applicable, on the main lanes and frontage roads. This includes school safety devices, school crosswalks and crosswalks installed on frontage roads in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks.
6. Install, operate and maintain traffic signals at ramps and frontage road intersections unless covered by a separate agreement.
7. Maintain all drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits.

City's Responsibilities (Controlled Access)

1. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances/resolutions and taking other appropriate action in addition to full compliance with current laws on parking.
2. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance/resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
3. Secure or cause to be secured the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
4. Pass necessary ordinances/resolutions and retain its responsibility for enforcing the control of access to the expressway/freeway facility.
5. Install and maintain all parking restriction signs, pedestrian crosswalks (except as mentioned above in paragraph 5 under "State's Responsibilities") and parking stripes when agreed to by the State in writing. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as discussed under "General Conditions" in paragraph 5).

TERMINATION

All obligations of the State created herein to maintain and operate the State highways covered by this agreement shall terminate if and when such highways cease to be officially on the State highway system; and further, should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon 30 days written notice. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, in accordance with Chapter 311 of the Texas Transportation Code. The State shall retain all maintenance responsibilities on controlled access State highways in accordance with the provisions of Chapter 203 of the Texas Transportation Code and 23 United States Code Section 116.

Said State assumption of maintenance and operations shall be effective the date of execution of this agreement by the Texas Department of Transportation.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of Willow Park

on the _____ day of _____, 20____, and the Texas Department of Transportation, on the _____ day of _____, 20____.

ATTEST:

CITY OF WILLOW PARK

BY _____
(Title of Signing Official)

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission

BY _____
(District Engineer)
Fort Worth District - FTW - 2 District

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Government Code, you also are entitled to receive and review this information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect. For more information, call 512/416-3048.

NOTE: To be executed in duplicate and supported by Municipal Maintenance Ordinance/Resolution and City Secretary Certificate.

ORDINANCE NO. _____

Form 1037
Ordinance
September 1996

AN ORDINANCE APPROVING THE AGREEMENT DATED _____
BETWEEN THE STATE OF TEXAS AND THE CITY OF _____ **WILLOW PARK** _____ FOR THE
MAINTENANCE, CONTROL, SUPERVISION AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR
PORTIONS OF STATE HIGHWAYS IN THE CITY OF _____ **WILLOW PARK** _____ AND
PROVIDING FOR THE EXECUTION OF SAID AGREEMENT; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF : _____ **WILLOW PARK** _____

SECTION 1.

That the certain agreement dated _____, between the State of Texas and the City
of _____ **Willow Park** _____ for the maintenance, control, supervision and regulation
of certain State Highways and/or portions of State Highways in the City of _____ **Willow Park** _____
and the same is, hereby approved; and that _____ is hereby
authorized to execute said agreement on behalf of the City of _____ **Willow Park** _____
and to transmit the same to the State of Texas for appropriate action.

SECTION 2.

The fact that the work contemplated under the above mentioned agreement is needed, creates an emergency which
for the immediate preservation of the public peace, health, safety and general welfare requires that this Ordinance
take effect immediately from and after its passage and it is accordingly so ordained.

PASSED: _____

APPROVED: _____

Mayor

ATTEST:

Secretary

City of _____ **Willow Park** _____
Clerk

APPROVED AS TO FORM:

City Attorney

RESOLUTION NO. _____

Form 1037
Resolution
September 1996

A RESOLUTION APPROVING THE AGREEMENT DATED _____, BETWEEN THE
STATE OF TEXAS AND THE CITY OF _____ **WILLOW PARK** _____, FOR
THE MAINTENANCE, CONTROL, SUPERVISION AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR
PORTIONS OF STATE HIGHWAYS IN THE CITY OF _____ **WILLOW PARK** _____;
AND PROVIDING FOR THE EXECUTION OF SAID AGREEMENT; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF _____ **WILLOW PARK** _____:

SECTION 1. That the certain agreement dated _____, between the State of Texas and the
City of _____ **Willow Park** _____ for the maintenance, control, supervision and regulation of
certain State Highways and/or portions of State Highways in the City of _____ **Willow Park** _____
be and the same is, hereby approved; and that _____ is hereby
authorized to execute said agreement on behalf of the City of _____ **Willow Park** _____ and to
transmit the same to the State of Texas for appropriate action.

PASSED: _____

APPROVED: _____

Mayor

ATTEST:

Secretary

City of _____ **Willow Park** _____
Clerk

APPROVED AS TO FORM:

City Attorney

MUNICIPAL MAINTENANCE ORDINANCE

Form 1037-1

AN ORDINANCE PROVIDING FOR THE MAINTENANCE OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF _____ WILLLOW PARK _____, COUNTY OF _____ Parker _____, TEXAS, HEREBY REFERRED TO AS MUNICIPAL MAINTENANCE PROJECT AND AUTHORIZING THE MAYOR OF THE CITY OR OTHER AUTHORIZED CITY OFFICIAL, TO EXECUTE AND AFFIX THE CORPORATE SEAL AND ATTEST SAME. A CERTAIN AGREEMENT BETWEEN THE CITY AND THE STATE OF TEXAS, PROVIDING FOR THE MAINTENANCE AND USE OF THE SAID MAINTENANCE PROJECT; AND DECLARING AN EMERGENCY AND PROVIDING THAT THIS ORDINANCE SHOULD BE EFFECTIVE FROM AND AFTER ITS PASSAGE.

WHEREAS, the Public convenience, safety and necessity of the City and the people of the City require that State Highway routes within the City be adequately maintained; and

WHEREAS, the City has requested that the State of Texas enter upon and contribute financially to the maintenance of said project; and

WHEREAS, the State of Texas has made it known to the City that it will, with its own forces and equipment and at its sole cost and expense enter upon and maintain said project, conditioned upon the provisions concerning liabilities and responsibilities for maintenance, control, supervision and regulation which are set out in the form attached hereto, made a part thereof and marked MUNICIPAL MAINTENANCE AGREEMENT; and

WHEREAS, said project consists of those State Highways and/or portions thereof which are described and included in the form attached hereto and marked MUNICIPAL MAINTENANCE AGREEMENT.

NOW, THEREFORE, BE IT ORDAINED by the _____

SECTION 1. That the public convenience, safety and necessity of the City and the people of the City require said project be adequately maintained.

SECTION 2. That the State of Texas be and is hereby authorized to enter upon and maintain said maintenance projects.

SECTION 3. That the Mayor, or proper City official, of the City, be and is hereby authorized to execute for and on behalf of the City an Agreement with the State of Texas, in accordance with and for the purpose of carrying out the terms and provisions of this order, in the form attached hereto, made a part hereto, and marked MUNICIPAL MAINTENANCE AGREEMENT. The City Secretary is hereby directed to attest the agreement and to affix the proper seal of the City thereto.

SECTION 4. The Mayor of the City, having requested in writing that this ordinance take effect forthwith and there being in fact an emergency and imperative necessity that the work herein provided for be begun and carried out promptly and with expedition and that the agreement aforesaid shall be immediately made, executed and delivered to the end that such work herein provided for may be begun and carried out promptly and with expedition. The reading of the ordinance on three several days is hereby dispensed with and the same shall be in full force and effect from and after its passage.

STATE OF TEXAS §

COUNTY OF TRAVIS §

I, _____, the duly appointed, qualified and acting
city secretary of the City of _____ Willow Park _____, Texas, hereby certify that the
foregoing pages constitute a true and correct copy of an ordinance duly passed by the City Council at a meeting held
on _____, A.D., 20____, at _____ o'clock ☐ a.m. ☐ p.m. .

To certify which, witness my hand and seal of the City of _____ Willow Park _____,
Texas, this due _____ day of _____, 20____, at _____, Texas.

City Secretary of the City of_____
Willow Park _____, Texas

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**AMENDMENT TO
MUNICIPAL MAINTENANCE AGREEMENT
FOR THE FURNISHING, INSTALLING,
OPERATION AND MAINTENANCE OF CAMERAS ON STATE HIGHWAY
RIGHTS-OF-WAY TO MONITOR COMPLIANCE WITH TRAFFIC-CONTROL SIGNALS**

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State" and the City of _____ Willow Park _____, hereinafter called the "City", acting by and through its duly authorized officers.

W I T N E S S E T H

WHEREAS, the State owns and maintains a system of highways and roadways in the City of _____ Willow Park _____ pursuant to Transportation Code, Section 201.103; and

WHEREAS, the State and the City executed a Municipal Maintenance Agreement on _____; and

WHEREAS, the City has requested permission to install cameras on state highway rights-of-way to monitor compliance with traffic-control signals, hereinafter referred to as "camera monitoring equipment", at the locations listed on Exhibit A attached hereto and made a part of hereof; and

WHEREAS, the State has determined that when the City's installation of camera monitoring equipment will not damage the highway facility, impair safety, impede maintenance or in any way restrict the operation of the highway, the proposed camera monitoring equipment may be installed by the City or its contractor;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A M E N D M E N T

ARTICLE 1. CONTRACT PERIOD

This amendment becomes effective on final execution by the State and shall remain in effect as long as said camera monitoring equipment is in operation at the described locations.

ARTICLE 2. TERMINATION

This amendment may be terminated by one of the following conditions:

- 1) By mutual agreement of both parties;
- 2) By the State giving written notice to the City as consequence of failure by the City or its contractor to satisfactorily perform the services and obligations set forth in this amendment, with proper allowances being made for circumstances beyond the control of the City or its contractor. The State's written notice to the City shall describe the default and the proposed termination date. If the City cures the default before the proposed termination date, the proposed termination is ineffective; or
- 3) By either party upon thirty (30) days written notice to the other.

Termination of this amendment shall not serve to terminate the underlying Municipal Maintenance Agreement between the State and the City.

ARTICLE 3. COMPENSATION

No compensation shall be paid for this amendment.

ARTICLE 4. PERSONNEL, EQUIPMENT, AND MATERIAL

- A. The City will use labor and supervisory personnel employed directly by the City or its contractor and use City owned or contractor owned machinery, equipment, and vehicles necessary for the work. In the event that the City or its contractor does not have the machinery, equipment and vehicles necessary to perform the work, the machinery, equipment, and vehicles may be rented or leased as necessary.
- B. No reimbursement shall be paid for any materials supplied by the City or its contractor.
- C. Any adjustment, replacement or reinstallation of the camera monitoring equipment due to reconstruction or alteration of the intersection shall be performed by the City at the City's expense. The State will work with the City to provide adequate notice of any planned work to allow for the necessary modification or removal.
- D. All installation or maintenance work performed by the City or its contractor requiring traffic control shall be performed in accordance with the *Texas Manual on Uniform Traffic Control Devices*.

ARTICLE 5. INSPECTION OF WORK

- A. The City or its contractor will furnish the State a complete set of design drawings and installation plans for review. The installation plans shall include all electrical, electronics, signing, civil and mechanical work pertaining to the camera monitoring equipment.
- B. The State reserves the right to inspect and request modification of any camera monitoring equipment under this agreement both prior to and after installation. No installation may occur until the State has approved the proposed installation.
- C. The State reserves the right to inspect and approve the completed installation.
- D. The State will promptly notify the City or its contractor of any failure of materials, equipment or installation methods and the City or its contractor will take such measures necessary to obtain acceptable systems components and installation procedures without delay.

ARTICLE 6. RESPONSIBILITIES OF THE PARTIES

The parties agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives and agents. The State shall not be held responsible for the operation (or non-operation) of the camera monitoring equipment or for any effect it may have.

The City is responsible for any damage that may occur to state equipment during the installation, maintenance or operation of the camera monitoring equipment. The City is responsible for maintaining the camera monitoring equipment and related signing in good working order and keeping such equipment free from graffiti.

ARTICLE 7. DE-ACTIVATION OF CAMERA MONITORING EQUIPMENT

The State reserves the right to disconnect and remove camera monitoring equipment from the traffic signals should any problem arise affecting the State. The State will notify the appropriate City office of the de-activation of the camera monitoring equipment. Upon correction of the problem, the City may reconnect the camera monitoring equipment.

ARTICLE 8. INSTALLATION REQUIREMENTS

The City or its contractor shall furnish and install all equipment related to the camera monitoring equipment installation. This includes, but is not limited to, camera equipment, camera housing and supporting structure, intersection lighting, vehicle detection system, communications equipment, electrical service and connections, roadway signing and any interconnection with the signal. The City or its contractor will be responsible for all power costs associated with the operation of the camera monitoring equipment.

Electrical connections made to the State's signal equipment shall be optically or otherwise isolated as approved by the State and shall not affect the operation of any component of the traffic signal system including both the signal controller and the conflict monitor/malfunction management unit.

ARTICLE 9. REPORTS

Upon written request, the City will be required to supply the State with data related to the operation of the camera monitoring equipment.

ARTICLE 10. REMEDIES

Violation or breach of contract terms by the City shall be grounds for termination of the amendment, and any increased cost arising from the City default, breach of contract or violation of terms shall be paid for by the City. This amendment shall not be considered as specifying the exclusive remedy for default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

ARTICLE 11. INSURANCE

Before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately.

ARTICLE 12. SUCCESSORS AND ASSIGNS

The City shall not assign or otherwise transfer its rights or obligations under this amendment except with the prior written consent of the State.

ARTICLE 13. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 14. NOTICES

All notices to either party by the other required under this amendment shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

City: _____	State: _____
City: _____	State: _____
City: _____	State: _____
City: _____	State: _____
City: _____	State: _____

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

ARTICLE 15. GOVERNING LAWS AND VENUE

This amendment shall be construed under and in accordance with the laws of the State of Texas. Any legal actions regarding the parties' obligations under this agreement must be filed in Travis County, Texas.

ARTICLE 16. PRIOR AGREEMENTS SUPERSEDED

This amendment constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting within the subject matter.

ARTICLE 17. REVISIONS TO EXHIBIT A

Revision to the locations listed in Exhibit A may be made if submitted in writing by the City and initialed by both parties.

IN WITNESS WHEREOF, the State and the City have signed duplicate counterparts of this agreement.

The CITY OF WILLOW PARK

Executed on behalf of the City by:

By _____ Date _____

Typed or Printed Name and Title _____



THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

"EXHIBIT A & B"
CITY OF WILLOW PARK –
PARKER COUNTY

(not to scale)

CONTROLLED ACCESS HIGHWAYS 
NON CONTROLLED ACCESS HIGHWAYS 


NORTH

Willow Park

Squaw Creek Golf Course 

E Bankhead Dr

W Farm to Market S

E Bankhead Hwy

E Bankhead Hwy

E Bankhead Hwy

Google

Maintenance responsibilities maintained per standard agreement



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: October 9, 2018	Department: Legislative	Presented By: A. Smith
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AGENDA ITEM:

To consider and take action on Resolution 2018-10, designating the official newspaper for 2018-2019.

BACKGROUND:

State law requires that at the beginning of the fiscal year, the city council of a Type A city designate its official newspaper by resolution or ordinance and contract with that paper to publish required notices. TEX. LOC. GOV'T CODE § 52.004(a). Each ordinance, notice, and any other matter required by law or ordinance to be published must be published in the official paper, regardless of where else it is published. Id. § 52.004(b).

STAFF/BOARD/COMMISSION RECOMMENDATION:

Approval

EXHIBITS:

Resolution 2018-09

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

CITY OF WILLOW PARK

RESOLUTION 2018-10

A RESOLUTION OF THE CITY OF WILLOW PARK, TEXAS, DESIGNATING THE PILOT POINT POST SIGNAL AS THE PRIMARY OFFICIAL NEWSPAPER FOR THE CITY OF WILLOW PARK.

WHEREAS, the City of Willow Park is a General Law-A Municipality with a governing body with powers to pass ordinances and resolutions to govern activities within the City; and

WHEREAS, the Texas Local Government Code, the Texas Property Tax Code and the City's Charter require the publication of various actions of the City in a newspaper of general circulation within the City; and

WHEREAS, the City Council desires to designate an official newspaper for that purpose; and

WHEREAS, the Community News is a local newspaper published and circulated on a weekly basis in the City; and

NOW, THEREFORE, be it resolved that the City Council of the City of Willow Park hereby designates the Community News as the primary official newspaper for the City of Willow Park for publication of all required notices.

All previous resolutions on this issue are repealed and this resolution shall be in effect until repealed by another resolution.

PASSED AND APPROVED THIS THE 9th DAY OF OCTOBER, 2018.

SIGNED:

Doyle Moss, Mayor

ATTEST:

Alicia Smith, City Secretary



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: October 9, 2018	Department: Legislative	Presented By: A. Smith
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AGENDA ITEM:

To consider and take action on the 2018-2019 City holiday schedule.

BACKGROUND:

To set a schedule of holiday closing for City offices. All holidays listed are Federal holidays, except Good Friday.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Approval

EXHIBITS:

Holiday Schedule

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

CITY OF WILLOW PARK
FY 2018-19 HOLIDAY SCHEDULE

Monday, November 12	Veteran's Day
Thursday, November 22	Thanksgiving Day
Friday, November 23	Day after Thanksgiving
Monday, December 24	Christmas Eve
Tuesday, December 25	Christmas Day
Monday, December 31	New Year's Eve
Tuesday, January 1	New Year's Day
Monday, January 21	Martin Luther King, Jr. Day
Monday, February 18	President's Day
Friday, April 19	Good Friday
Monday, May 27	Memorial Day
Thursday, July 4	Independence Day
Monday, September 2	Labor Day



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date:	Department:	Presented By:
October 9, 2018	Public Works	City Manager / Public Works Director

AGENDA ITEM:

Authorize City Administrator to sell a milling machine to Holt Equipment and purchase from Holt Equipment, a backhoe and mini excavator, through the Buy Board Purchasing Cooperative.

BACKGROUND:

With bond proceeds from the 2016 Issuance, the City of Willow Park purchased a variety of heavy duty equipment. Part of that purchase was a "Milling Machine". The City of Willow Park no longer has a need for this equipment, and as such, made attempts to sale the equipment via the TML Website for over a year. This effort to sale equipment was unsuccessful. Public Works Director Ramon Johnson made contact with a dealer to determine the value of the equipment and what options the City has. After several discussions, the dealer made the following offer:

For trade of the Milling Machine, the City of Willow Park will receive:

- New Backhoe
- New Mini-Excavator
- Refund of \$10,902

To complete the transaction, Council would need to authorize the City Manager to provide the necessary documents to the dealer and execute the agreement.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Authorize City Manager to execute agreement with dealer for trade of milling machine.

EXHIBITS:

Memo from Public Works
Invoices for equipment

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

RESOLUTION NO. 2018-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS, AUTHORIZING THE CITY ADMINISTRATOR TO SELL A MILLING MACHINE TO HOLT EQUIPMENT AND PURCHASE FROM HOLT EQUIPMENT, A BACKHOE AND MINI EXCAVATOR, THROUGH THE BUY BOARD PURCHASING COOPERATIVE.

WHEREAS, the City of Willow Park (the “City”) desires to sell, and Holt Equipment (“Holt”) desires to purchase from the City, one (1) used milling machine at a price of \$185,000.00 (the “Milling Machine”); and

WHEREAS, the City desires to purchase, and Holt desires to sell to the City the following equipment: one (1) new Caterpillar Inc. Model: 420F2 HRC Backhoe Loader at a price of \$104,995.75, through the Buy Board Purchasing Cooperative, Contract No. 515-16 (the “Backhoe”) and one new Caterpillar Inc. Model: 305E CR Compact Construction Equipment at a price of \$69,102.13, through the Buy Board Purchasing Cooperative, Contract No. 515-12 (the “Mini Excavator”); and

WHEREAS, the City and Holt agree to sell and exchange to each other the Milling Machine, the Backhoe and the Mini Excavator and Holt agrees to pay the City the sum of \$10,902.12 for the difference in the price of the Milling Machine and the Backhoe and Mini Excavator.

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

Section 1: The City authorizes the City Administrator to sign all documents to effectuate the sale of the Milling Machine to Holt and the purchase of the Backhoe and Mini Excavator from Holt.

PASSED AND APPROVED this the 9TH day of October, 2018.

Doyle Moss, Mayor

ATTEST:

Alicia Smith, City Secretary

Bill of Sale

The City of Willow Park ("Seller") this date hereby sells to Holt Equipment one (1) used _____ [year, model and make] milling machine (the "Equipment"), for and in consideration of the price of \$185,000, which shall be paid to Seller in the following manner: (a) sell, transfer and convey to Seller one (1) new Caterpillar Inc. Model: 420F2 HRC Backhoe Loader in accordance with the specifications attached hereto as Exhibit "1"; (b) sell, transfer and convey to Seller one (1) new Caterpillar Inc. Model: 305E CR Compact Construction Equipment in accordance with the specifications attached hereto as Exhibit "2"; and (c) cash payment to Seller in the amount of \$10,902.12. The Equipment sold herein is sold "as is" and **SELLER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSES WHATSOEVER WITH RESPECT TO THE GOODS BEING SOLD UNDER THIS AGREEMENT.**

Dated: October ____, 2018.

SELLER:

CITY OF WILLOW PARK, TEXAS

BY: _____
Bryan Grimes, City Administrator

BUYER:

HOLT EQUIPMENT

BY: _____
_____, _____