



**City of Willow Park
Regular Meeting Agenda
Municipal Complex
516 Ranch House Rd, Willow Park, TX 76087
Tuesday, July 10, 2018 at 7:00 p.m.**

Call to Order

Determination of Quorum

Invocation & Pledge of Allegiance

Pastor Jon Sherman, Trinity Bible Church, will be conducting our invocation and pledge to the U.S. flag.

Presentations & Proclamations

1. Oath of office for newly appointed Place 4 Councilmember, Lea Young.

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 – June 12 and July 2, 2018

Regular Agenda Items

1. Discussion/ Presentation from staff regarding the City's water supply, storage and distribution.
2. Discussion/ Action: To consider and take action on a Final Plat of Lots 1-4 Block 3, Lots 1-58 Block 4, Lot 1 X Block 4, the Village at Willow Park Subdivision, being 14.05 acres in the J. Cole Survey, Abstract 218; J.S. Oxe Survey, Abstract 1029, and A.J. Hood Survey, Abstract 2587, City of Willow Park, Parker County, Texas.
3. Discussion/ Action: To consider and take action on a Site Plan for Lot 3, Block 3, The Village at Willow Park and the parking lot adjacent to Willow Crossing Dr.
4. Discussion/ Action: To consider and take action on a request to rezone from PD-EC Planned Development-Event Center to PD-SF Planned Development-Single Family, 11.79 acre tract of land being part of a 140.3 acre tract of land A McCarver Survey, Abstract 910, the W. Franklin Survey, Abstract 468, the I. Hendley Survey, Abstract 619, the M. Edwards Survey, Abstract 1955, and the J. Froman Survey, Abstract 471, all in Parker County, Texas, being a portion of the certain tract described in DOC. # 201612056, Official Public Records, Parker County, Texas. Located north of 1-20 Service Road between Kings Gated Road and Crown Pointe Blvd.
 - a. Open Public Hearing
 - b. Close Public Hearing
 - c. Adopt Ordinance 773-18
5. Discussion/ Action: To consider and take action on a Site Plan for Lot 11, Block B, Crown Pointe Addition.
6. Discussion/ Action: To consider and take action Ordinance 772-18, an ordinance suspending the 2018 rate case filing of Texas Gas Service Company, for natural gas service within the City of Willow Park, Texas and declaring this ordinance to be a 90-day suspension added to the original 35-day review period of the 2018 rate case.
7. Discussion/ Action: To consider and take action on Resolution 2018-07, naming the City Secretary as Public Information Officer.
8. Discussion/ Action: To consider and take action on a Bank Depository Contract.
9. Discussion/ Action: To consider and take action on all matters incident and related to the issuance of "City of Willow Park, Texas, Tax Notes, Series 2018A", including the adoption of an ordinance authorizing the issuance of such tax notes.

10. Discussion/ Action: To consider and take action on awarding the contract for the Public Safety Building.
11. Discussion/ Action: To consider and take action on setting the date, time and place of Public Hearings for the FY 2018-19 Budget and adoption of the FY 2018-19 Budget and Tax Rate.
12. Discussion/ Action: To consider and take action on Ordinance 766-18, establishing and designating a school zone for McCall Elementary and establishing a speed limit of 20 miles per hour for the school zone.
13. Discussion/ Action: To consider and take action on Ordinance 765-18, an ordinance amending Chapter 12 “Traffic and Vehicles”, of the Code of Ordinances of the City of Willow Park establishing a speed limit of 30 miles per hour for City streets, including “Local Residential Streets.”
14. Discussion/ Action: To consider and take action on award of Pump Station and Tank Improvements contract to the low bidder, TTE, LLC, for the base bid amount of \$381,805.00 and a change order deduction in the amount of \$66,900.00 for a final contract price of \$314,905.00.

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 July 6, 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



**City of Willow Park
Regular Council Meeting Minutes
Municipal Complex
516 Ranch House Rd, Willow Park, TX 76087
Tuesday, June 12, 2018 at 7:30 p.m.**

Call to Order

Mayor Moss called the meeting to order at 7:30 pm.

Determination of Quorum

Present:

Mayor Doyle Moss
Councilmember Norman Hogue
Councilmember Amy Fennell
Councilmember Gholson
Councilmember Gary McKaughan
Councilmember Greg Runnebaum

Staff Present:

City Administrator Bryan Grimes
City Secretary Alicia Smith
City Attorney Pat Chesser

Invocation & Pledge of Allegiance

David Green, Pastor, Christ Chapel Church, led the invocation and pledge to the U.S. flag.

Presentations & Proclamations

A. Mayor Moss read a proclamation recognizing retiring councilmember John Gholson.

Public Comments

Citizens participating:

None

Consent Agenda

A. Approve City Council Meeting Minutes – May 15, 2018

Motion made by Councilmember Fennell

To approve the minutes from the May 15 2018, meeting.

Seconded by Councilmember McKaughan

Aye votes: Councilmembers Hogue, Fennell, Runnebaum and McKaughan

Motion passed with a vote of 4-0

Regular Agenda Items

1. Motion made by Councilmember Runnebaum

To accept the resignation of Councilmember Gholson.

Seconded by Councilmember Gholson

Aye votes: Councilmembers Hogue, Fennell, Runnebaum and McKaughan

Motion passed with a vote of 4-0

2. Motion made by Councilmember

To appoint Larry Johnson to the Parks Board.

Seconded by Councilmember McKaughan

Aye votes: Councilmembers Hogue, Fennell, Runnebaum and McKaughan

Motion passed with a vote of 4-0

Motion made by Councilmember McKaughan

To appoint William “Billy” Weikert to the Planning and Zoning Commission, Place 3
and Ronald “Scott” Smith to the Planning and Zoning Commission, alternate 1.

Seconded by Councilmember Norman Hogue

Aye votes: Councilmembers Hogue, Fennell, Runnebaum and McKaughan

Motion passed with a vote of 4-0

3. Motion made by Councilmember McKaughan

To accept the Final Plat of Lot 4R-1R, 4R-2R and Lot 5; Block A; Crown Pointe Addition Phase II.

Seconded by Councilmember Fennell

Aye votes: Councilmembers Hogue, Fennell, Runnebaum and McKaughan

Motion passed with a vote of 4-0

4. Motion made by Councilmember Runnebaum

To approve a Site Plan for professional office building on Lot 2, 3, 4; Block 1, WAM Addition.

Seconded by Councilmember McKaughan

Aye votes: Councilmembers Hogue, Fennell, Runnebaum and McKaughan

Motion passed with a vote of 4-0

5. Public Hearing was opened at 7:42 pm

Public Hearing was closed at 7:42 pm

Motion made by Councilmember Fennell

To approve a request for a Special Use Permit to operate and expand a Masonry supply store and warehouse in the Commercial/IH-20 Overlay District on Lot 1, Block 1, Bell Natural Stone Addition located at 4801 E IH-20 Service Road.

Seconded by Councilmember Hogue

Aye votes: Councilmembers Hogue, Fennell, Runnebaum and McKaughan

Motion passed with a vote of 4-0

6. Public Hearing was opened at 7:46 pm

Public Hearing was closed at 7:46 pm

Motion made by Councilmember Fennell

To approve Ordinance 770-18, a zoning change from R-1 Single Family/IH-20 Overlay District to C Commercial/IH-20 Overlay District, on a 15.67 acre tract of land in the David Addington Survey, Abstract No. 21, City of Willow Park, Parker County, Texas, located between the IH-20 Service Road and Bankhead Hwy. east of Clear Fork Circle.

Seconded by Councilmember Runnebaum

Aye votes: Councilmembers Hogue, Fennell, Runnebaum and McKaughan

Motion passed with a vote of 4-0

7. Motion made by Councilmember McKaughan

To accept a Final Plat Crown Bluff Addition a 15.69-acre tract of land, David Addington Survey, Abstract No. 21, City of Willow Park, Parker County, Texas.

Seconded by Councilmember Runnebaum

Aye votes: Councilmembers Hogue, Fennell, Runnebaum and McKaughan

Motion passed with a vote of 4-0

8. Motion made Councilmember Runnebaum

To implement Stage 2 Water Conservation.

Seconded by Councilmember McKaughan

Aye votes: Councilmembers Hogue, Fennell, Runnebaum and McKaughan

Motion passed with a vote of 4-0

9. Motion made by Councilmember Fennell

To give the Public Works Director authority to implement Water Conservation Stages as necessary.

Seconded by Councilmember Runnebaum

Aye votes: Councilmembers Hogue, Fennell, Runnebaum and McKaughan

Motion passed with a vote of 4-0

10. Motion made by Councilmember Runnebaum

To hire Retail Coach as the City's Economic Development consulting firm.

Seconded by Councilmember Hogue

Aye votes: Councilmembers Hogue, Fennell, Runnebaum and McKaughan

Motion passed with a vote of 4-0

11. Tabled until next meeting

12. Motion made by Councilmember

To appoint Halff Associates, Inc, Norton, Rose, Fulbright and Hilltop Securities as Engineering, Bond Counsel, and Financial Advisory firms for the Water Supply Improvements project funded by the Texas Water Development Board Drinking Water State Revolving Fund and as required for obtaining a water supply from the City of Fort Worth.

Seconded by Councilmember Hogue

Aye votes: Councilmembers Hogue, Fennell, Runnebaum and McKaughan

Motion passed with a vote of 4-0

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

DRAFT



**City of Willow Park
Regular Council Meeting Minutes
Municipal Complex
516 Ranch House Rd, Willow Park, TX 76087
Monday, July 2, 2018 at 6:00 p.m.**

Call to Order

Mayor Moss called the meeting to order at 6:00 pm.

Determination of Quorum

Present:

Mayor Doyle Moss
Councilmember Norman Hogue
Councilmember Amy Fennell
Councilmember Gary McKaughan
Councilmember Greg Runnebaum

Staff Present:

City Administrator Bryan Grimes
City Secretary Alicia Smith
City Attorney Pat Chesser

Executive Session began at 6:02PM

Executive Session ended at 6: 50PM

Regular Agenda Items

1. Motion made by Councilmember Fennell
To appoint Lea Young to the City of Willow Park City Council, Place 4.
Seconded by Councilmember Runnebaum
Aye votes: Councilmembers Hogue, Fennell, Runnebaum and McKaughan

Motion passed with a vote of 4-0

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 COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: July 10, 2018	Department: Administrative	Presented By: Bryan Grimes
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AGENDA ITEM:

1. Discussion/ Presentation from staff regarding the City's water supply, storage and distribution.

BACKGROUND:

Staff will provide an update on the current water situation and a plan of action.

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:

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



P&Z AGENDA ITEM BRIEFING SHEET

Meeting Date: June 26, 2018	Department: Development Services	Presented By: Betty Chew
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AGENDA ITEM: 1

Consider and act on a Final Plat of a 14.05 acre subdivision, The Village at Willow Park Phase I. The property is located on the southeast corner of Willow Crossing Drive and Willow Bend Drive

BACKGROUND:

The preliminary plat for this proposed 24.19 acre subdivision was approved April 17, 2018. A "Planned Development" was recommended for approval by the Planning and Zoning Commission and approved by the City Council November 14, 2017. The owner/developer is The Morrison Group, Inc. represented by Bryce Pool. Pape Dawson Engineers will serve as project engineers.

The Planned Development will consist of:

PD-Commercial Zoning 14.16 acres

PD-Townhome Zoning (58 units) 10.03 acres

The Final Plat represents 4 commercial lots and parking area (4.02 acres) and the 58 townhome lots (10.03 acres).

Access to the subdivision will be off Willow Bend Drive (north-south) and Willow Crossing Drive (east-west) both existing 60' collector streets. The townhome lots will be accessed from 24' private internal streets. The private streets and access easements will be constructed to City standards. On street parking was approved for the east side of Willow Bend Drive. It will be constructed with development of the commercial/retail/office development. A Traffic Impact Analysis (TIA) has been prepared by Lee Engineering as stipulated in the PD.

The subdivision will be served by the City of Willow Park utility systems. There are existing eight (8") inch water mains in Willow Bend Drive and Willow Crossing Drive. The developer will extend and loop these water mains in the subdivision. Fire hydrants will be installed in the subdivision in compliance with International Fire Code and ISO regulations for the development. There is an existing eight (8") sanitary sewer main in Willow Bend Drive and an existing eight (8") sanitary sewer main along the south side of Tract 2 and Tract 3. The developer will extend these sanitary sewer mains into the subdivision.

The developer will install appropriate sized water and sanitary sewer taps to service each lot and building. Utility extension will be in accordance with the City of Willow Park Utility Extension Policy.

Stormwater in the subdivision flows primarily north to south. A master Stormwater drainage plan has been submitted and approved by the City's Engineer. Onsite detention will be provided as required by the master drainage plan. Stormwater drainage improvement infrastructure will be installed with each phase of the development.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends approval of the Final Plat of The Village at Willow Park Subdivision Phase I as presented.

The City Engineer has reviewed and approved the constructions plans for Phase I of the Subdivision.

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

The commission vote was unanimous.

EXHIBITS:

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): _____

Name of Additions: The Village at Willow Park

Location of Addition: Southeast of the intersection of Interstate 20 & Willow Bend Drive

Number of Lots: 63 Gross Acreage: 14.05 Ac Zoning: PD # of New Street Intersections: 0

PROPERTY OWNER:

Name: Pape-Dawson Group, Inc. Contact: Bryce Pool

Address: 1620 Wabash Ave. Phone: (817) 907-7371

City: Fort Worth Fax: _____

State: Texas Zip: 76107 Email: _____

Signature: _____

APPLICANT:

Name: Pape-Dawson Contact: Brandon O'Donald

Address: 6500 West Freeway, Ste. 700 Phone: (817) 870-3668

City: Fort Worth Fax: _____

State: Texas Zip: 76116 Email: bodonald@pape-dawson.com

Signature: _____

SURVEYOR:

Name: Yazel Peebles & Associates, LLC Contact: Kennoth H. Yazel, Jr. RPLS 6182

Address: PO Box 210097 Phone: (882) 235-2030

City: Bedford Fax: _____

State: Texas Zip: 76095 Email: kyazel@ypassociates.com

Signature: _____

PLAT REVIEW CHECKLIST:

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

I. GENERAL:

Name of Addition: The Village at Willow Park
Applicant: Bryce Pool, The Morrison Group
Property Owner(s): The Morrison Group, Inc.
Location of Addition: Northeast of the intersection of Willow Bend Dr. & Willow Crossing Dr.

II. REQUIRED DOCUMENTS FOR A PRELIMINARY PLAT

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

III. REQUIRED DOCUMENTS FOR A FINAL PLAT

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

IV. REQUIRED DOCUMENTS FOR A REPLAT

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

V. REQUIRED DOCUMENTS FOR AN AMENDED PLAT

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

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	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	✓	✓
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	REP P.D.	11/14/2017
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 other 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.



P&Z AGENDA ITEM BRIEFING SHEET

Meeting Date:

June 26, 2018

Department:

Development Services

Presented By:

Betty Chew

AGENDA ITEM: 2

Consider and act on a Site Plan for a Retail Building and Parking Lot on Lot 3, Block 3, The Village at Willow Park Addition, City of Willow Park, Texas located on Willow Bend Drive and Willow Crossing.

BACKGROUND:

The property is zoned PD-C Commercial District. This property is located in Planning Area 4, as identified in the City's Comprehensive Plan. Planning Area 4 is situated along and adjacent to Interstate 20. The area is seen as a prime location for regional retail and commercial uses. The Village at Willow Park development includes a residential "townhome" component and is designed to have the retail and commercial uses be in close proximity and pedestrian friendly for the neighborhood.

This 11,300 square foot retail/commercial building and parking lot to the north are the first of 4 commercial lots to be developed on the east side of Willow Bend Drive, adjacent to the 58 unit townhome development. The property has frontage on Willow Bend Drive a sixty (60') foot collector street. The parking lot will serve this commercial development as well as the commercial development to the north.

All infrastructure water, sanitary sewer, fire hydrants, streets, access and fire lanes will be installed by the subdivision developer.

The building, parking, landscaping, storm water drainage, and fire lanes have been reviewed and meet the requirements of the Zoning and Subdivision Ordinance.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends approval of the Site Plans for Lot 3, Block 3, The Village at Willow Park and the parking lot adjacent to Willow Crossing Drive.

The Planning and Zoning Commission recommends approval of the Site Plan as presented.

The commission vote was unanimous.

EXHIBITS:

Site Plan
Landscape Plan
Elevation Drawings

ADDITIONAL INFO:

FINANCIAL INFO:

6/28/2018

	Cost	\$ N/A
	Source of Funding	\$ N/A



City of Willow Park Development Services
Universal Application

Please PRINT CLEARLY to avoid delays

Please complete each field – Incomplete applications be rejected

Project Information		Project Name: The Village at Willow Park	
<input checked="" type="checkbox"/> Residential		<input checked="" type="checkbox"/> Commercial	
Valuation: \$ (round up to nearest whole dollar)		Project Address (or description):	
Brief Description of the Project: Commercial / Retail / Townhomes			
Existing zoning: PD		# of Existing Lots (<i>plats only</i>): 1	
Proposed zoning: PD		# of Proposed Lots (<i>plats only</i>): 4 COM - 58 TH	
Applicant/Contact Information (<i>this will be the primary contact</i>)			
Name: Brandon O'Donald		Mailing Address: 6500 West Freeway, Ste 700, Fort Worth, 76116	
Company: Pape - Dawson			
Primary Phone: 817-870-3668		E-mail: bodonald@pape-dawson.com	
Property Owner Information (<i>if different than above</i>)			
Name: Bryce Pool		Mailing Address: 1620 Wabash Ave, Fort Worth, 76107	
Company: The Morrison Group, Inc.			
Primary Phone: 817-907-7371		E-mail: brycepool@me.com	
Other Phone:		Fax:	
(X) Developer / () Engineer / () Surveyor Information (<i>if applicable</i>)			
Name: See Above		Mailing Address:	
Company:			
Primary Phone:		E-mail:	
Other Phone:		Fax:	
For City Use Only			
Project Number:		Permit Fee:	
Submittal Date:		Plan Review Fee:	
Accepted By:		Total Fee:	
Receipt #:		Method of Payment:	

Application not complete without attached form(s) and/or signature page



City of Willow Park Development Services Department

SITE PLAN REQUIREMENTS

A **Site Plan** is an architectural plan of proposed improvements to a property; Including building footprint, parking, ingress, egress, roadways, sidewalks, water lines, sewer lines, drainage facilities, auxiliary structures, lighting, and any public or private infrastructure. Site plans also include elevations of proposed buildings, topographical information, location in relation to flood plain, impact analysis

Site Plan applications must contain:

- Universal development application.
- A single site plan document including all of the information required on the site plan requirement checklist.
- A landscaping plan that includes the property boundaries, building and improvement footprints, and labels all green space, trees, shrubs, vegetation, and landscaping.
- A drainage plan that includes the property boundaries, building and improvement footprints, topography, and any flood plain designations.
- Elevations of all proposed buildings.
- A compact disc containing a .pdf copy of all plans.
- Three (3) paper hard copies of all plans.

If an exception or modification to the regulations is requested, the reason and/or request for each shall be provided on a separate sheet on letterhead and directly on the plans with sufficient details as to allow a determination by the appropriate approval body. Additional information may be required. Reference the specific requirement. Exceptions may require the approval of the City's Board of Adjustments.

Prior to public review before the Planning & Zoning Commission and City Council the applicant may be asked to submit up to fifteen (15) paper hard copies of all plans.

Applicant Signature: _____

Date: _____

6/5/12



City of Willow Park Development Services Department

Applicant: Please complete the following

For Office Use Only

ITEM	INITIAL	SITE PLAN REQUIREMENTS	N/A	COMPLETE	MISSING
1		Site boundary is indicated by a heavy solid line intermittent with 2 dash lines, dimensioned with bearings and distances; indicate and label lot lines, setback lines, and distance to the nearest cross street.		X	
2		Site location/vicinity map clearly showing the location of the subject property with cross streets is provided. Indicate scale or NTS and provide north arrow.		X	
3		A north arrow is provided with drawing oriented such as that north is located to the top or left side of drawing sheet.		X	
4		A written and bar scale is provided. 1"=200' unless previously approved by staff		X	
5		A title block is in the lower right corner that includes large, boldly printed "SITE PLAN", owner and engineer's names, addresses and phone numbers, subdivision name, lot number/s, block number or letter.		X	
6		Tree masses are clouded with accurate canopy widths shown to determine critical root zone where located within close proximity to existing or proposed pavement.	X		
7		Flood plain boundary is shown and indicates F.I.R.M. Community panel number and date, and flow line of drainage ways and creeks, as applicable.	X		
8		Existing topography lines are shown and proposed contours are shown by a medium weight solid line. Topography is shown at minimum five (5) foot contours referenced to sea level city datum. Spot elevations and additional contours may be required in certain areas depending on topography.		X	
9		Accurately located, labeled and dimensioned footprint of proposed structure(s).		X	
10		Accurately located, labeled and dimensioned footprint of existing structure(s) to remain is/are shown by a heavy dashed line.		X	
11		Accurately located and labeled footprint of structure(s) proposed for demolition is/are shown by a light dashed line. Structures to be demolished are clearly labeled/ identified.	X		
12		Accurately located footprint of nonresidential structure(s) on abutting properties is/are shown by a light, solid line.	X		
13		Adjacent property lines within 200 feet of the subject property lines are shown by a light dashed line.		X	
14		Adjacent zoning and land use (e.g. bank with drive-thru, office building, undeveloped etc.) within 200 feet of the property line is indicated.		X	
15		Adjacent property owner(s), or subdivision name, with lot, block and recording information, is shown.		X	
16		Finished floor elevation of existing and/or proposed structures is referenced to sea level datum.		X	
17		Full width of streets and alley rights-of-way with centerlines and backs of curbs or paving edges within 200 feet of the property line are dimensioned and street name or use is labeled.		X	



City of Willow Park Development Services Department

18	<p>Driveways within 200 feet of the property line:</p> <p><u> X </u> a. Are accurately located and dimensioned.</p> <p><u> X </u> b. Distances to the nearest on-site driveway and/or off-site driveway is accurately located and dimensioned as measured from the centerlines.</p> <p><u> X </u> c. Distance to the nearest street is shown as measured from the end of curb-return radius of the adjacent street to the driveway centerline.</p> <p><u> X </u> d. Typical radii are shown.</p>			
19	Drive-thru lanes, menu board location, pick-up window/s, maneuvering area, stacking lanes and escape lanes are indicated and dimensioned.	X		
20	Sidewalks and barrier-free ramps (BFR) within 200 feet of and on the subject property are shown, dimensioned and labeled.		X	
21	<p>Off-site streets and roads:</p> <p><u> X </u> a. Existing and proposed roadways with medians and median openings adjacent to and within 200 feet of the project site are shown and dimensioned.</p> <p><u> n/a </u> b. Medians, median openings with associated left- turn lanes, continuous left turn lanes, transition and stacking lengths are shown and dimensioned within 200 feet of the project site.</p> <p><u> n/a </u> c. Existing, proposed, and required acceleration/deceleration lanes within 200 feet of the project site are shown dimensioned, stacking length indicated, and right-of-way dedication is indicated as applicable.</p> <p><u> n/a </u> d.. Distance to the nearest signalized intersection is indicated</p>			
22	All parking spaces are shown, group numbered, and typical dimensions are provided. Indicate required two-foot overhang, as applicable.		X	
23	Handicapped parking spaces and barrier-free access points are shown, dimensioned, and labeled.		X	
24	Loading and maneuvering areas are indicated, labeled, and dimensioned. Loading area screening method is indicated and labeled.	X		
25	Dumpster and/or compactor locations and screening methods are shown. Indicate screening materials and height for all sides. Screening material is to match structure façade with enclosure having solid metal gates. Specs and sketch available from staff.		X	
26	Paving materials, boundaries and type are indicated.		X	
27	Access easements are accurately located/ tied down, labeled and dimensioned.		X	
28	Off-site parking is shown and dimensioned from the off-site parking area to the structure or use as applicable. A parking easement or shared parking agreement is required and is provided in draft format.		X	
29	Fire lanes are shown and dimensioned at a minimum of 24 feet in width, with internal radii of not less than 20 feet. Label and use an approximate 20 percent shade for fire lanes to differentiate from other paving. Ensure that required labeling and dimensioning is readable through shading.		X	
30	Proposed dedications and reservations of land for public use including, but not limited to, rights-of way, easements, park land, open space, drainage ways, floodplains and facility sites are accurately located, dimensioned and labeled.	X		
31	Screening walls are shown with dimensions and materials. An inset is provided that shows the wall	X		



City of Willow Park Development Services Department

		details and column placement as applicable. Plans for masonry walls are to be signed and sealed by a structural engineer and approved by the City Engineer. Channeled or slip-panel/pre-cast walls are prohibited.	X		
32		The location of living screens are shown and labeled. Details of a living screen are provided on the Landscape Plan Indicating plant species/name, height at planting, and spacing.	X		
33		A lighting plan that shows location by fixture type is included. A lighting data chart is used to reference fixture type (i.e. pole or wall pack) and height. No lighting source (i.e. bulb, reflector, etc.) is allowed to be visible from an adjacent property or public street.	X		
34		Existing and proposed water and sanitary sewer lines, storm sewer pipe, with sizes, valves, fire hydrants, manholes, and other utility structures on-site or immediately adjacent to the site are shown and labeled.		X	
35		Boundaries of detention areas are located. Indicate above and/or below ground detention.		X	
36		Details of construction materials and architecture are shown on required Building Elevation/Facade Plan. Color, type and texture to match Zoning requirements.		X	
37		Communication towers are shown and a fall distance/collapse zone is indicated.	X		
38		Provide Site Data Table that references distinct numbers for each lot and all building (existing and proposed) that includes, if applicable		X	
39		Explain in detail the proposed use(s) for each structure		X	
40		Total lot area less building footprint (by square feet): Square footage of building: Building height (stories and feet) Number of Units per Acre (apartments only):		X	
41		Parking required by use with applicable parking ratios indicated for each use: Parking Provided Indicated: Handicap parking as required per COWP ordinance and TAS/ADA requirements:		X	
42		Provide service verification from all utility providers	X		
43		List any variance requested for this property, dates, and approving authority	X		
44		Provide storm water and drainage study and design		X	
45		Proposed domestic water usage (gallons per day, month, and year)	X		
46		Are any irrigation wells proposed?	X		
47		Applicant has received Landscaping Ordinance and requirements		X	
48		Applicant must submit eight (8) hard copies, 18" x 24", and one (1) digital (.pdf) copy of the Site Plan for Board review		X	
49		Applicant must submit eight (8) hard copies, 18" x 24", and one (1) digital (.pdf) copy of all Annexations, Final Plans and/or other Site Plans for Board review		X	



City of Willow Park Development Services Department

Site Plan Engineering Review

Applicant Questions:

Total gross lot area of the development: 14.045 acres sq. ft.

Area of lot covered with structures and impervious surfaces: 194,903 sq. ft.

Total number of structures: 62 Total number of habitable structures: 58

Square footage of each building: various sq. ft. sq. ft. sq. ft.

Proposed use for each structure:

Retail / Commercial / Townhome

Building stories: various

Building height: various ft.

Total number of parking spaces: 327 Commercial
116 Garage for TH

Number of handicap spaces: 10

Does the site include any storm water retention or detention? ☒ Yes ☐ No

Does the project include any engineered alternatives from code requirements? Yes ☐ No ☒

Staff Review: (for official use only)

Does the proposed project pose any engineering concerns? Yes ☐ No ☐

Approved

Not Approved

Needs More Information or Corrections

Engineering Approval Signature: _____ Date: _____



City of Willow Park Development Services Department

Site Plan Building Official Review

Applicant Questions:

Front building setback: various ft.

Rear building setback: various ft.

Side building setback: various ft.

Side building setback: various 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: *(for official use only)*

Does the site plan include all the required designations?

Yes

No

Are the setbacks for the building sufficient?

Yes

No

Are there any easement conflicts?

Yes

No

Does the proposed project pose any planning concerns?

Yes

No

Approved

Not Approved

Needs More Information or Corrections

Building Official Approval Signature: _____ Date: _____



City of Willow Park Development Services Department

Site Plan Fire Review

Applicant Questions:

Will the building have a fire alarm?	<input checked="" type="radio"/> Yes	No
Will the building have a fire sprinkler/suppression system?	<input checked="" type="radio"/> Yes	No
Is the building taller than two-stories?	Yes	No
If yes, how many stories?	<u>various</u>	
Will the project require installation of a new fire hydrant?	<input checked="" type="radio"/> Yes	No
If yes, how many fire hydrants?	<u>3</u>	
What is the size of the proposed fire connections?	<u>6"</u>	

Staff Review: *(for official use only)*

Does the proposed project include the sufficient fire connections?	Yes	No
Is the proposed project an adequate distance to a fire hydrant?	Yes	No
Does the project have the minimum 24' hard surface?	Yes	No
Is the fire lane appropriate?	Yes	No
Does the site have the proper turning radius?	Yes	No
Does the proposed project pose any safety concerns?	Yes	No

Does the proposed project require any additional fire services?	Yes	No
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Approved

Not Approved

Needs More Information or Corrections

Fire Department Approval Signature: _____ Date: _____



City of Willow Park Development Services Department

Site Plan Flood Plain Review

Applicant Questions:

Is any part of the site plan in the 100-year flood plain? Yes ☐ No ☒

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

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

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

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

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

If yes, what is the finished floor elevation for the habitable structure? _____

If yes, please list any wet or dry flood proofing measures being used?

Staff Review: (for official use only)

Base flood elevations confirmed? Yes ☐ No ☐

Will the project require a "post-grade" elevation certificate? Yes ☐ No ☐

Flood proofing measures approved? Yes ☐ No ☐

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

Approved

Not Approved

Needs More Information or Corrections

Flood Plain Manager Approval Signature: _____ Date: _____



City of Willow Park Development Services Department

Site Plan Landscaping Review

Applicant Questions: REFER TO LANDSCAPE PLANS

Total gross lot area of the development: _____ sq. ft.

Area of lot covered with structures and impervious surfaces: _____ sq. ft.

Percentage of lot covered with structures and impervious surfaces: _____ %

Area of green space/landscaped areas: _____ sq. ft.

Percentage of green space/landscaped areas: _____ %

Total number of parking spaces: _____

Does the site include any vegetative erosion or storm water control? Yes No

Staff Review: *(for official use only)*

Does the proposed project pose any landscaping concerns? Yes No

Approved

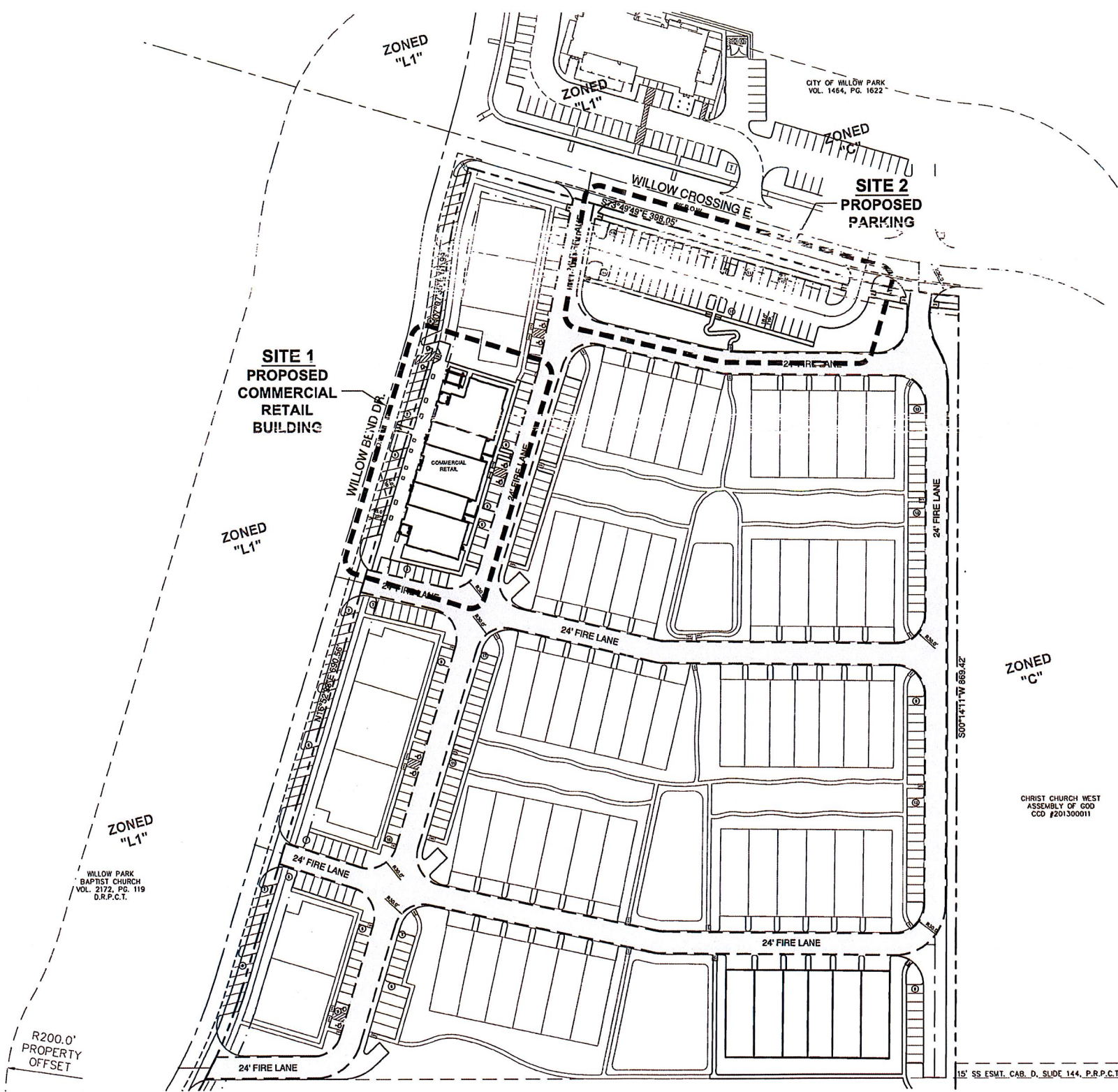
Not Approved

Needs More Information or Corrections

Landscaping Approval Signature: _____ Date: _____

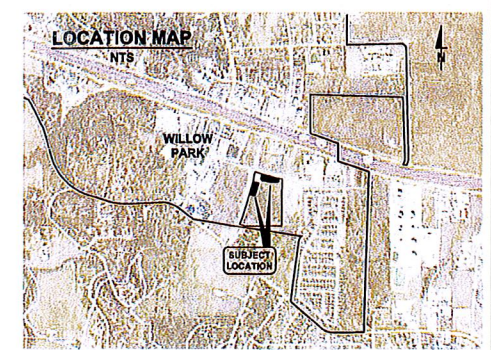
The Village at Willow Park	
West of Willow Bend Drive	
Commercial / Retail	5 units (11,306 ground s.f.)
Total	(11,306 ground s.f.)

Commercial / Retail	
Regular Shared C/R	85
Handicapped Shared C/R	4
Total Shared C/R	89



- GENERAL NOTES**
- COORDINATES PROVIDED INDICATE THE DESIGN INTENT OF THE DESIGNER. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY INCONSISTENCIES OR DISCREPANCIES FOUND DURING CONSTRUCTION. THE CONTRACTOR SHALL VERIFY ALL COORDINATES DURING CONSTRUCTION LAYOUT PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
 - THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO AND THROUGHOUT CONSTRUCTION.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION PHASE SURVEYING INCLUDING LOCATING AND VERIFYING PROJECT BENCHMARKS.
 - IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN NEAT AND ACCURATE CONSTRUCTION RECORDS. THE CONTRACTOR SHALL PROVIDE CLEAN AND ACCURATE FULL-SIZE RECORD DRAWINGS WHICH CLEARLY DESCRIBE ANY DEVIATIONS FROM THE PLANS.
 - ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE FOLLOWING, IN ORDER OF PRECEDENCE, (1) DETAILS SHOWN IN THESE PLANS AND SPECIFICATIONS, (2) CITY STANDARD DETAILS AND SPECIFICATIONS, (3) "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG), (4) TEXAS DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAY, STREETS AND BRIDGES".
 - IN AREAS WHICH ARE TO REMAIN UNDISTURBED, THE CONTRACTOR SHALL PRESERVE, PROTECT AND/OR RESTORE ALL AREAS DISTURBED BY THE CONSTRUCTION TO ORIGINAL CONDITION OR BETTER AT CONTRACTOR'S SOLE EXPENSE.
 - IN THE EVENT THAT EXISTING PRIVATE UTILITY SERVICES SUCH AS WATER, GAS, TELEPHONE, ELECTRIC, ETC. MUST BE TAKEN OUT OF SERVICE TO FACILITATE CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TEMPORARY UTILITIES TO THE SATISFACTION OF THE OWNER.
 - THE CONTRACTOR IS RESPONSIBLE FOR THE VERIFICATION OF THE ACCURACY OF THE DIMENSION CONTROL FURNISHED HEREIN. THE CONTRACTOR IS REQUIRED TO VERIFY ALL THE COORDINATES FOR ACCURACY AND CONFIRM THE LOCATIONS OF ALL UTILITIES TO BE CONSTRUCTED, BOTH HORIZONTALLY AND VERTICALLY. DISCREPANCIES FOUND BY THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.
 - THE ENGINEER IS NOT RESPONSIBLE FOR CONSTRUCTION SAFETY.
 - THE LOCATION AND DIMENSIONS SHOWN ON THE PLANS RELATIVE TO EXISTING UTILITIES ARE BASED ON THE BEST RECORDS AND/OR FIELD INFORMATION AVAILABLE. ALL DAMAGE TO UTILITIES RESULTING FROM CONTRACTOR'S OPERATIONS SHALL BE RESTORED AT HIS EXPENSE.
 - THE CONTRACTOR SHALL PROTECT ALL PROPERTY CORNER MARKERS, AND IF DISTURBED, THEY SHALL BE RESET AT THE EXPENSE OF THE CONTRACTOR.
 - IN THE EVENT THAT OTHER CONTRACTORS ARE DOING WORK IN THE SAME AREA SIMULTANEOUSLY WITH THIS PROJECT, THE CONTRACTOR SHALL COORDINATE HIS PROPOSED CONSTRUCTION WITH THAT OF THE OTHER CONTRACTORS.
 - ALL MATERIALS TO BE REMOVED FROM THE SITE INCLUDING UNSUITABLE SPOIL MATERIAL, REFUSE AND OTHER DEBRIS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE LAWFULLY REMOVED & DISPOSED OF OUTSIDE THE LIMITS OF THE PROJECT.
 - THE CONTRACTOR SHALL MAKE A FINAL CLEAN-UP OF ALL PARTS OF THE WORK AND PREPARE THE SITE IN AN ORDERLY MANNER OF APPEARANCE BEFORE ACCEPTANCE BY THE DEVELOPER OR HIS REPRESENTATIVE.
 - HAUL ROADS, ACCESS ROUTES AND THE LOCATION OF ALL STAGING AREAS AND STORAGE AREAS SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEER, CITY AND/OR OWNER.

- SITE PLAN NOTES**
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND VERIFY THE BOUNDARY MONUMENTATION AND THE PROJECT BENCHMARKS PRIOR TO COMMENCING CONSTRUCTION. THE BOUNDARY MONUMENTATION SHALL BE USED AS HORIZONTAL PROJECT CONTROL AND SHALL BE PROTECTED BY THE CONTRACTOR DURING ALL PHASES OF CONSTRUCTION.
 - ALL DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
 - THE CONTRACTOR SHALL REFER TO BUILDING PLANS FOR ACTUAL BUILDING DIMENSIONS AND FOR DETAILED DIMENSIONING OF ENTRANCE FEATURES.
 - TYPICAL PARKING SPACE DIMENSION IS 9.0'X18.0'.



MORRISON GROUP
1620 WABASH
FORT WORTH, TX, 76107
OFF: (817) 927-1853
CELL: (817) 907-7371
FAX: (817) 927-4939
CONTACT: BRYCE POOL

JOB NO.	61027-00
DESIGNED	PD
DRAWN	PD
CHECKED	BO
DATE	JUNE 21, 2018
SHEET	C3.0

DATE	
REVISION	
NO.	

THIS DOCUMENT IS RELEASED FOR "REVIEW PURPOSES" UNDER THE AUTHORIZATION OF BRANDON OGDONALD, P.E. #50241 JUNE 21, 2018 IT IS NOT FOR CONSTRUCTION OR PERMIT PURPOSES.

PAPE-DAWSON ENGINEERS
FORT WORTH | SAN ANTONIO | AUSTIN | HOUSTON | DALLAS
6500 WEST HWY. 7, STE 700 | FORT WORTH, TX 76116 | (817) 270-3888
TEXAS BOARD OF PROFESSIONAL ENGINEERS, #10414

THE VILLAGE OF WILLOW PARK
WILLOW PARK, TEXAS
OVERALL SITE PLAN

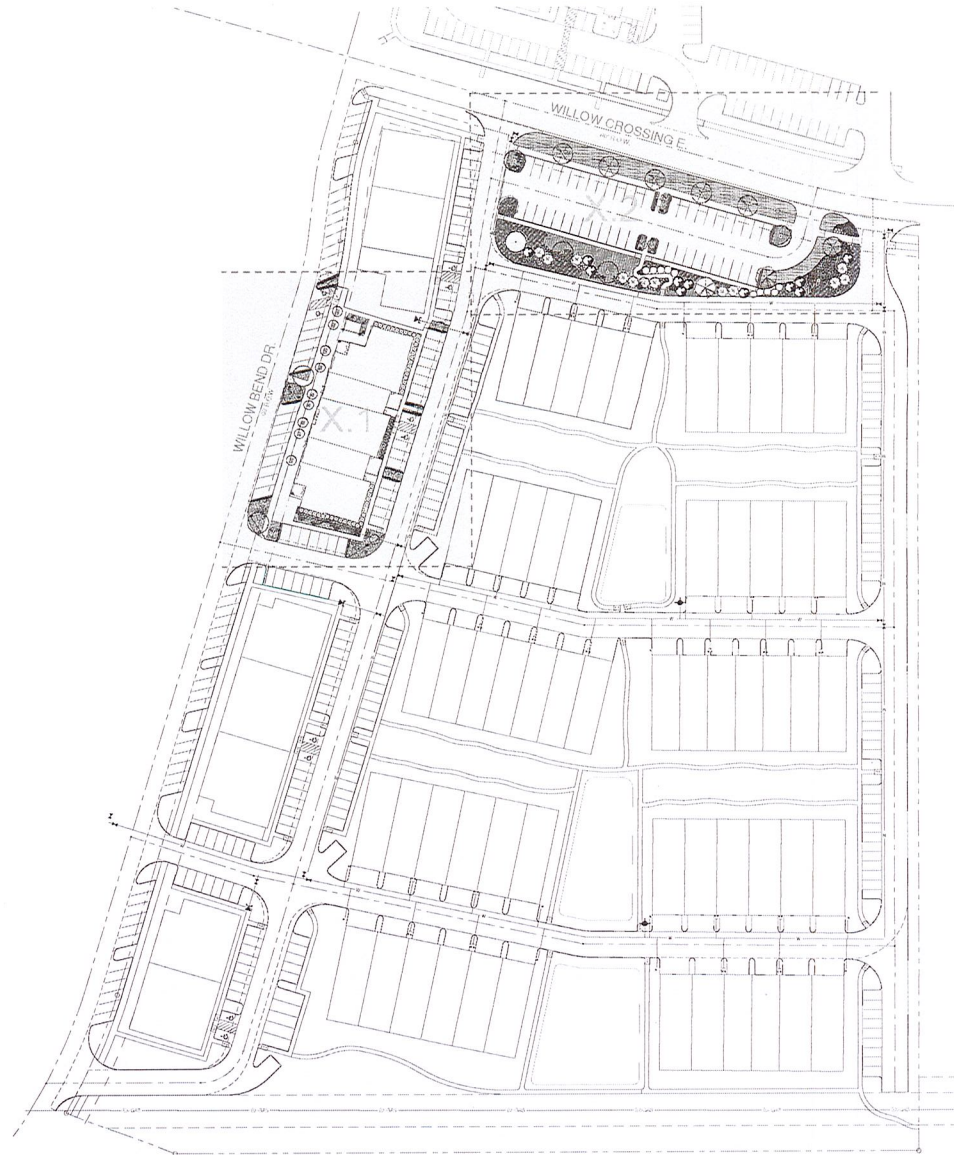
PRELIMINARY REVIEW

LS-00: Site Overview
LS-201: Landscape Enlargement X.1
LS-202: Landscape Enlargement X.2

See Tree Preservation
Permit for PD.
Prepared by Civil
Engineer

Sec. 14.09.002 (g) (1)	
All plant material shall be ASNS Grade 1	
Sec. 14.09.002 (g) (2)	
Canopy Trees to comply with this specifications in ordinance.	
Minimum size Specified for Canopy Trees	3" Cal.
Percentage of Canopy Trees of Hardwood Variety	100%
Sec. 14.09.002 (g) (6)	
Lawn Grass Specified as	100% Sod
Sec. 14.09.002 (g) (8)	
Credit for existing Trees	NA
Sec. 14.09.002 (h) (X.1)	
Percentage of Interior Landscape	12.5%
Sec. 14.09.002 (h) (X.2)	
Percentage of Interior Landscape	10%

Planning Schedule:				
SYST	DESCRIPTION	CONSUME	UNIT	PRICE/UNIT
1	1	1	1	1
2	2	2	2	2
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6	6	6	6	6
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第 1 次 (10月 1 日) 測定値		第 2 次 (10月 1 日) 測定値	
測定項目	測定値	測定項目	測定値
1. 10月 1 日	20.00	2. 10月 1 日	20.00
3. 10月 1 日	20.00	4. 10月 1 日	20.00
5. 10月 1 日	20.00	6. 10月 1 日	20.00
7. 10月 1 日	20.00	8. 10月 1 日	20.00
9. 10月 1 日	20.00	10. 10月 1 日	20.00
11. 10月 1 日	20.00	12. 10月 1 日	20.00
13. 10月 1 日	20.00	14. 10月 1 日	20.00
15. 10月 1 日	20.00	16. 10月 1 日	20.00
17. 10月 1 日	20.00	18. 10月 1 日	20.00
19. 10月 1 日	20.00	20. 10月 1 日	20.00
21. 10月 1 日	20.00	22. 10月 1 日	20.00
23. 10月 1 日	20.00	24. 10月 1 日	20.00
25. 10月 1 日	20.00	26. 10月 1 日	20.00
27. 10月 1 日	20.00	28. 10月 1 日	20.00
29. 10月 1 日	20.00	30. 10月 1 日	20.00
31. 10月 1 日	20.00	32. 10月 1 日	20.00
33. 10月 1 日	20.00	34. 10月 1 日	20.00
35. 10月 1 日	20.00	36. 10月 1 日	20.00
37. 10月 1 日	20.00	38. 10月 1 日	20.00
39. 10月 1 日	20.00	40. 10月 1 日	20.00
41. 10月 1 日	20.00	42. 10月 1 日	20.00
43. 10月 1 日	20.00	44. 10月 1 日	20.00
45. 10月 1 日	20.00	46. 10月 1 日	20.00
47. 10月 1 日	20.00	48. 10月 1 日	20.00
49. 10月 1 日	20.00	50. 10月 1 日	20.00
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67. 10月 1 日	20.00	68. 10月 1 日	20.00
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85. 10月 1 日	20.00	86. 10月 1 日	20.00
87. 10月 1 日	20.00	88. 10月 1 日	20.00
89. 10月 1 日	20.00	90. 10月 1 日	20.00
91. 10月 1 日	20.00	92. 10月 1 日	20.00
93. 10月 1 日	20.00	94. 10月 1 日	20.00
95. 10月 1 日	20.00	96. 10月 1 日	20.00
97. 10月 1 日	20.00	98. 10月 1 日	20.00
99. 10月 1 日	20.00	100. 10月 1 日	20.00

LANDSCAPE PLAN
The Village at Willow Park
Willow Park, TX

SEAL	DATE
	06/20/88

TITLE _____

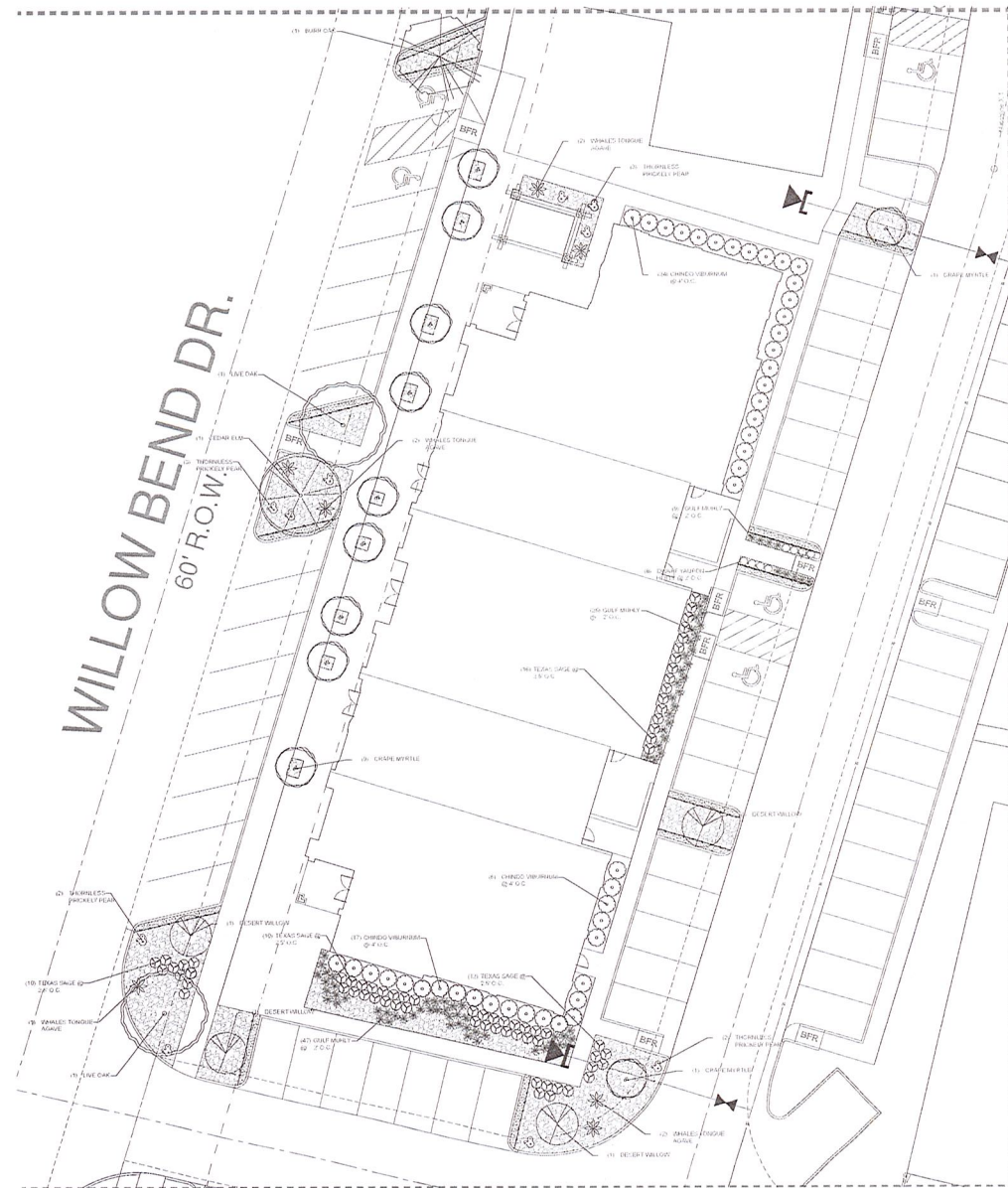
SITE OVERVIEW

PROJECT WILLOW PARK		SHEET	
DWG SIZE 30x40		LS-00	
SCALE 1"=40'			
REV		SHEET 0	OF 0

Scale = 1" = 40'-0" LS-00

LS-00: Site Overview
LS-201: Landscape Enlargement X.1
LS-202: Landscape Enlargement X.2

Planting Schedule:						
DAY	TIME	COLOR	LINE	SIZE	PLANTING	
8	1	BLUE GRASS	1	1" x 6"	1	
9	1	BLUE GRASS	1	1" x 6"	1	
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LANDSCAPE PLAN
The Village at Willow Park
Willow Park, TX

SEAL _____ DATE _____

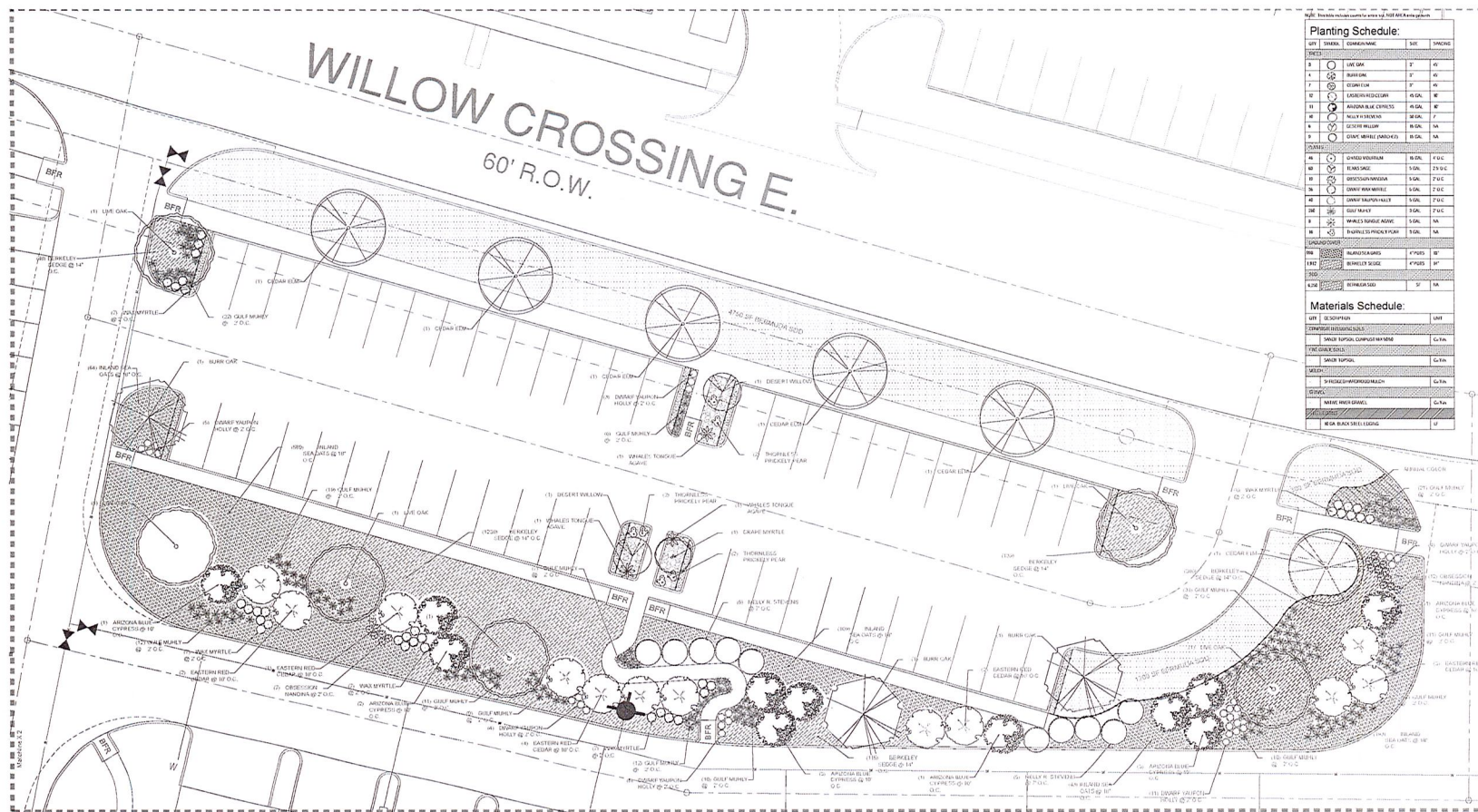
TITLE

LANDSCAPE
ENLARGEMENT X.1

PROJECT WILLOW PARK		SHEET	
DRAWING SIZE: 36x48		LS-201	
SCALE 1"=10'			
REV	=	SHEET 0	OF 0

Sheet Index:	
LS-00: Site Overview	
LS-201: Landscape Enlargement X 1	
LS-202: Landscape Enlargement X 2	

REV	DESCRIPTION	DATE	BY	CHK
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CONK
ARCHITECTURE pc
6421 Camp Bowie Blvd, Suite 401a, Fort Worth, TX 76116 phone 817.909.8079

Willow Park Elevation Studies
7 July 2015



Image 1

CONK
ARCHITECTURE pc
6421 Camp Bowie Blvd, Suite 401a, Fort Worth, TX 76116 phone 817.909.8079

Willow Park Elevation Studies
7 July 2015



Image 2

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ARCHITECTURE pc
6421 Camp Bowie Blvd, Suite 401a, Fort Worth, TX 76116 phone 817.909.8079

Willow Park Elevation Studies
7 July 2015



Image 3

Willow Park Elevation Studies
7 July 2015



Image 4

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ARCHITECTURE pc
6421 Camp Bowie Blvd, Suite 401a, Fort Worth, TX 76116 phone 817.909.8079

Willow Park Elevation Studies
7 July 2015



Image 5

Willow Park Elevation Studies
7 July 2015



Image 6

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Willow Park Elevation Studies
7 July 2015

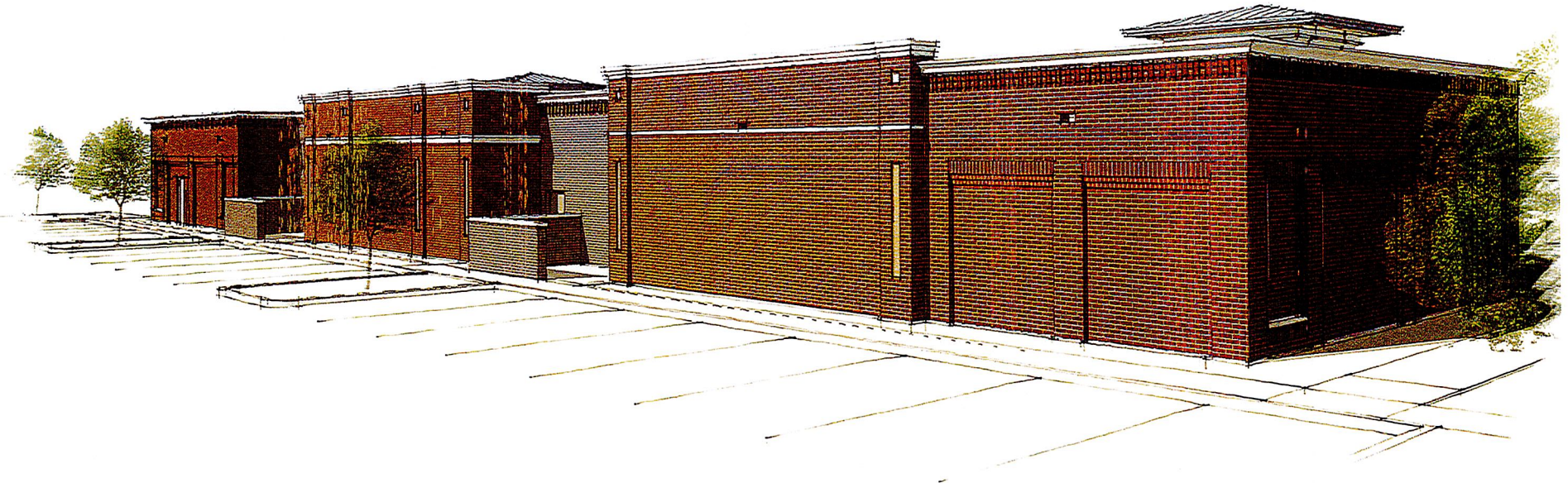


Image 7

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6421 Camp Bowie Blvd, Suite 401a, Fort Worth, TX 76116 phone 817.909.8079

Willow Park Elevation Studies
7 July 2015

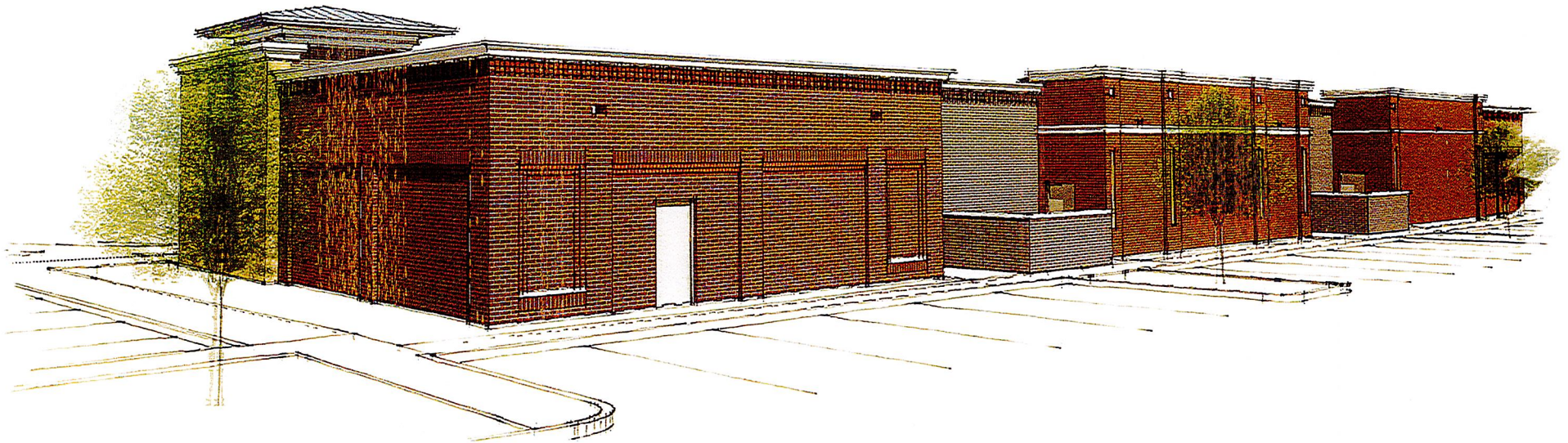


Image 8

Willow Park Elevation Studies
7 July 2015

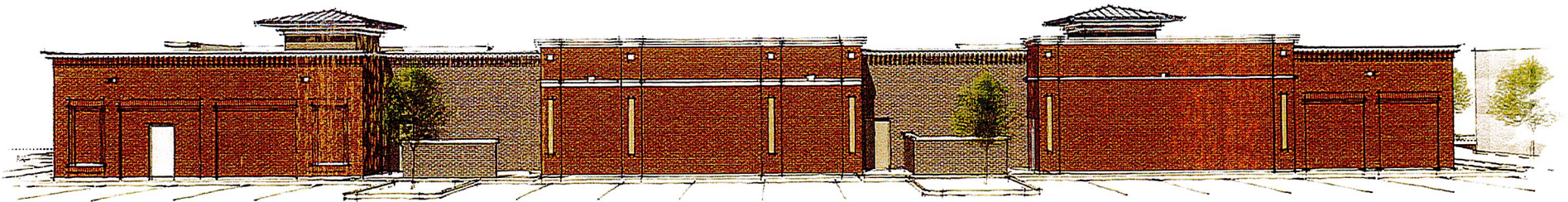


Image 9

Willow Park Elevation Studies
7 July 2015



Image 10



P&Z AGENDA ITEM BRIEFING SHEET

Meeting Date: June 26, 2018	Department: Development Services	Presented By: Betty Chew
---------------------------------------	--	------------------------------------

AGENDA ITEM: 3

Zoning change request to rezone to “PD” Planned Development District – Single Family, 11.79 acre tract of land being part of a 140.3 acre tract of land the A. McCarver Survey, Abstract 910, the W. Franklin Survey, Abstract 468, the I. Hendley Survey, Abstract 619, the M. Edwards Survey, Abstract 1955, and the J. Foreman Survey, Abstract 471, City of Willow Park, Parker County, Texas located north of I-20 Service Road between Kings Gate Road and Crown Pointe Blvd.

BACKGROUND:

This zoning change request is for 11.79 acres of the 140.3 acre Planned Development approved by Council on October 25, 2016. (See Exhibit A) The 11.79 acres “Tract 5” was zoned for an Event Center. The owner is requesting “Tract 5” be zoned Single-Family. (See Exhibit B) The base zoning district for the single family (SF) planning area is “R-5” Single-Family Medium Density District. This will zone 41.4 acres (122 units) for single-family detached homes.

The property is located in Planning Area 3 which is situated along Interstate 20 making the area attractive for commercial and retail uses. Medical facilities are located on the western side of the area. The former race track, a part of this development, is also located in this planning area as well as a large floodplain which runs north and south through the area. The floodplain is proposed to be developed as a greenbelt which will enhance the open space for the existing and proposed residential and commercial development. Due to the areas visibility along Interstate 20, a more compact area of mixed-use retail, office and residential development as proposed will be suitable.

The Future Land Use Plan identifies this area as the Town Center. The town center is a mixed-use area of the community that will include a wide array of land use types. The new development in the Interstate 20 and Crown Pointe Blvd. area is establishing a common design and development theme which can carry through into this area. Shopping and dining are key components to this urban center. Residential uses, such as quality multifamily units and townhomes, are appropriate uses for the area. Design within the Town Center should focus on internal and external connectivity by providing connections to adjacent neighborhoods. A significant area of floodplain runs through the heart of this development and the Town Center District. While development within the area can be difficult, the open space will be used to facilitate the larger urban center district. Utilizing the open space of the greenbelt area will serve as an amenity which will help to make the town center a place not only for the residents of the area but the entire community and visitors. The Town Center will continue to have a residential component. This residential component, is essential to the area. The Future Land Use Plan provides for higher quality multifamily units in the urban core with higher densities.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff supports a recommendation for approval of the zoning request for “PD” Planned Development District/”SF” Single Family District zoning subject to the regulations approved with the PD.

The proposed use is in compliance with the Comprehensive Plan.

The Planning and Zoning Commission voted 5-0 to rezone the property to “PD-SF” Planned Development Single Family District.

EXHIBITS:

PD Concept Plan EXHIBIT “A”

PD Concept Plan EXHIBIT “B”

PD Development Zoning Regulations

Ordinance

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

PLANNED DEVELOPMENT APPLICATION

Name of Applicant/Company: Willow Park North LLC / WPD Trinity LLC Phone: (817) 850-3600
Address of Applicant: 17018 IH 20 Cisco Tx 76437
Applicant's Fax: () Street City State Zip Email: Kyle.Wilks@wilksdevelopment.com
Property Owner's Name: SAME AS APPLICANT Phone: ()
Owner's Address: Street City State Zip
Owner's Fax: () Email: City State Zip
Engineer's Name: JORDAN ENGINEERING, LLC Phone: (817) 319-9931
Engineer's Address: 211 HUDSON OAKS DR HUDSON OAKS TX 76087
Engineer's Fax: () N/A City State Zip Email: jbishop@jordanengineer.com
Location of Property: NORTH OF IH-20, WEST OF KINGS GATE RD
Legal Description of Property: _____
Project Name: WILLOW PARK NORTH
Brief Description of Project: MIXED USE DEVELOPMENT
Existing Zoning: PD Existing Use: _____ Existing Acres: 140.302 Existing Lots: _____
Intended Use of property: ☒ Residential ☒ Commercial
Proposed Lots: _____ # Proposed Units: _____

Application Fee: \$150.00

Signature of Owner: _____

Before me, the undersigned authority, on this day personally appeared _____, know to me by the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this _____ day or _____, 20____.

NOTARY PUBLIC:

For Office Use Only

Total Fees: _____

Payment Method: _____

Submittal Date: _____

Accepted By: _____

PD CONCEPT PLAN

SHOPS AT WILLOW PARK - NORTH

CITY OF WILLOW PARK

PARKER COUNTY, TEXAS

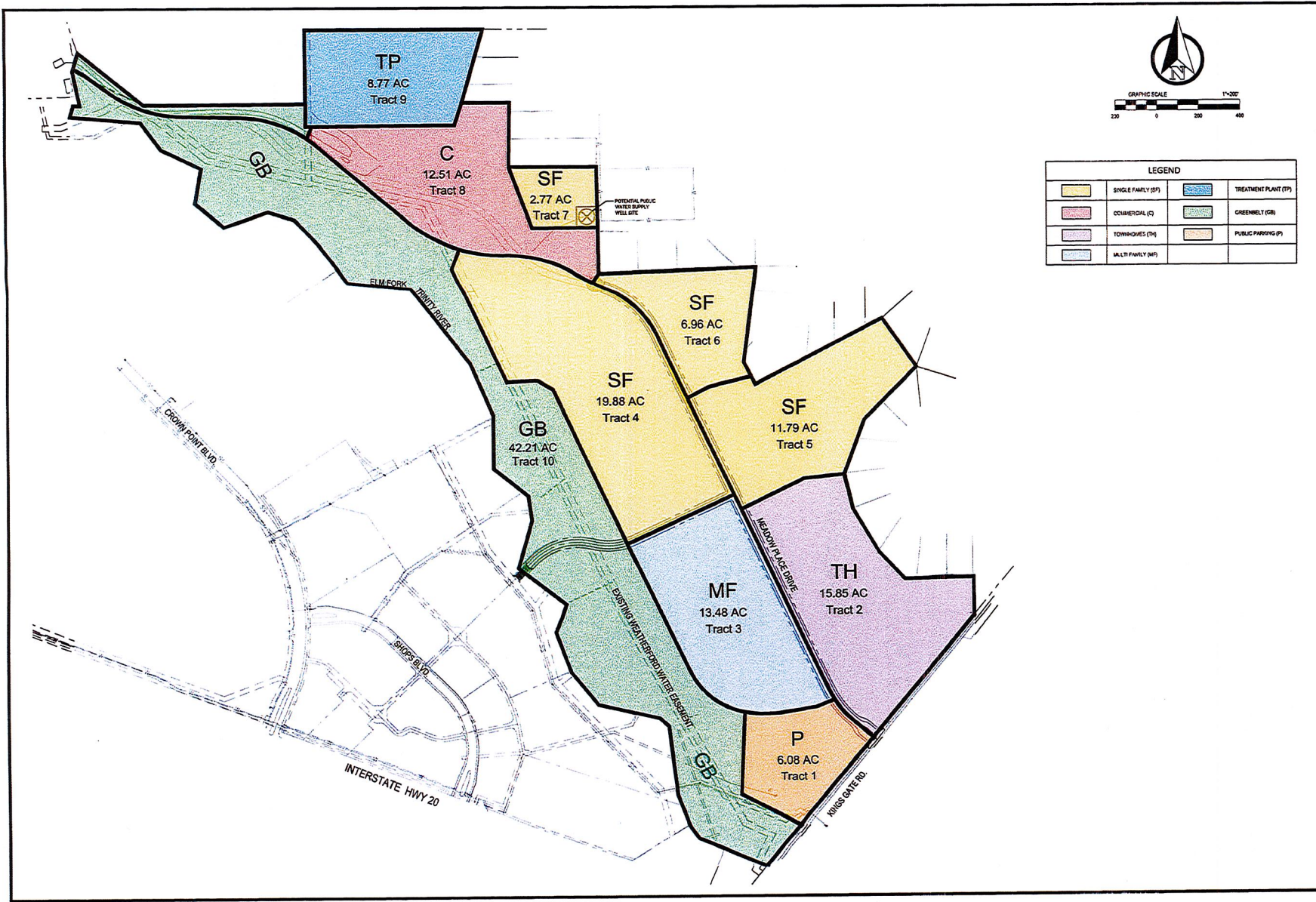
REVISIONS	
NO.	DESCRIPTION

Barron-Stark-Swift
 Consulting Engineers
 Architects

5221 Glenhurst Drive, Suite 100
 Dallas, Texas 75241
 (214) 343-2200 f: (214) 343-2201
 E-mail: info@barron-stark-swift.com
 Website: <http://www.barron-stark-swift.com>
 Texas Professional Engineer License No. 10409
 Texas Professional Architect License No. 10409

PROJECT No.	97
DESIGN:	P
DRAWN:	P
CHECKED:	

DATE	AUGUST 2007
SHEET	
1.0	



REVISION		SCHEDULE	
REV. NO.	DESCRIPTION	DATE	

JE JORDAN ENGINEERING, LLC CIVIL ENGINEERING & LAND PLANNING 12000 WILLOW PARK, SUITE 200 FORT WORTH, TEXAS 76244 (817) 318-0931 TEXAS REG. NO. # 11586	PD CONCEPT PLAN WILLOW PARK NORTH CITY OF WILLOW PARK, PARKER COUNTY, TEXAS
	DESIGN: WJB DRAWING: CB CHECKED: WJB DATE: MAY 2018 SHEET #
CLIENT # 005	JOB # 1706

Planned Development District Zoning Regulations

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. Concept Plan means the Concept Plan attached as Exhibit A, 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 B.
- 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.
- g. Zoning Ordinance means Ordinance No. 244-88 adopted by the Willow Park City Council on October 11, 1988.

- 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. Concept Plan; Future Approvals.

- a. Development and use of the Property shall comply with the Concept Plan.

- b. The Concept Plan may be amended from time to time provided each planning area shown on the Concept Plan maintains roadway contiguity as shown on the original Concept Plan attached as Exhibit A. City approval of a plat confirms the Concept Plan amendment. Once the city approves the plat, the Concept Plan attached as Exhibit A is automatically amended consistent with the approved plat.
 - c. Any revision to the Concept 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 Concept Plan is amended pursuant to Section 3(b), the developer shall file a copy of the updated Concept 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 Concept 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 Concept 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.

- 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
- New Car sales
- Optometry facility
- Pawnshops
- 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 lot width: 50 feet
 - iii. Minimum lot depth: 100 feet
 - iv. 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.
 - v. Minimum side yard setback: 5
 - vi. Minimum rear yard setback: 20
 - vii. Maximum lot coverage: 45 percent (includes the footprint of all enclosed buildings on a lot)
 - viii. Maximum building height: 35 feet and two stories unless sprinklers installed then 50 feet and three stories
 - ix. Maximum number of single family detached homes within the Property: 97
 - x. Minimum gross living area per dwelling unit: 2,200 square feet
 - xi. 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, and living area requirements for a townhome:
 - i. Minimum lot size: 1,600 square feet
 - ii. Minimum lot width: 20 feet

- iii. Minimum lot depth: 80 feet
 - iv. 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.
 - v. Minimum side yard setback: none, except a minimum five foot side setback is required on a corner side yard that abuts a street
 - vi. Minimum rear yard setback: none
 - vii. Minimum setback from the boundary of the townhome (TII) planning area: 20 feet
 - viii. Maximum lot coverage: none
 - ix. Maximum building height: 35 feet and two stories unless sprinklers installed then 50 feet and three stories
 - x. Maximum density: ten dwelling units per gross acre
 - xi. Minimum gross living area per dwelling unit: 1,200 square feet
- c. 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.
 - d. 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.
 - e. Setbacks and building lines shall not be required on plats.
 - f. There shall be no requirement for garages to be provided for multifamily development.
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. Existing Stables. Stables and restroom buildings in existing at the time of the establishment of this planned development zoning district are not subject to the exterior construction requirements of the Zoning Ordinance or any minimum setback requirements.

10. 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. If the City Manager does not approve a request for an alternative landscape plan within 30 days after the alternative landscape plan is submitted to the City, the City Manager shall place the request on the Planning and Zoning Commission's agenda for consideration at its next regularly scheduled meeting following the end of such 30-day period. The P&Z may approve the request if the P&Z finds that the alternative plan meets or exceeds the total amount of landscaping required by the Zoning Ordinance. The decision of the P&Z shall be final.
11. 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. If the City Manager does not approve a request for an alternative sign plan within 30 days after the alternative sign plan is submitted to the City, the City Manager shall place the request on the Planning and Zoning Commission's agenda for consideration at its next regularly scheduled meeting following the end of such 30-day period. The P&Z may approve the request if the P&Z finds that the alternative sign meets the spirit and intent of the City's sign ordinance. The decision of the P&Z shall be final.
12. Fencing. Perimeter fencing is not required.
13. 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.
14. 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.
15. 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 Concept Plan. The trail shall be constructed of crushed granite or hot mix asphaltic or concrete. 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 Concept 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 15(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.
16. 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.
17. 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.



P&Z AGENDA ITEM BRIEFING SHEET

Meeting Date:

June 26, 2018

Department:

Development Services

Presented By:

Betty Chew

AGENDA ITEM: 4

To Consider a Site Plan for a restaurant on Lot 11, Block B, Crown Pointe Addition located at 480 Shops Blvd.

BACKGROUND:

The property is zoned "PD-IH 20 Overlay District." This property is located in Planning Area 3, as identified in the City's Comprehensive Plan. Planning Area 3 is situated along and adjacent to Interstate 20. This area includes medical facilities as well as commercial and retail uses. This 8,000 square foot restaurant will have both indoor and outdoor seating. The proposed Hike and Bike Trail along the Clear Fork Trinity River crosses the back of the property. The 4.44 acre lot is located on the corner of Community Drive and Checkout Lane, both 25 foot access and fire lane easements. All infrastructure water, sanitary sewer, fire hydrants, streets, access and fire lanes will be installed by the subdivision developer.

The building, parking, landscaping, storm water drainage, and fire lanes have been reviewed and meet the requirements of the Zoning and Subdivision Ordinances

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends approval of the Site Plan for Lot 11, Block B, Crown Pointe Addition.

The Planning and Zoning Commission recommends approval of the Site Plan as presented.

The Commission vote was unanimous.

EXHIBITS:

Site Plan
Landscape Plan
Elevation Drawings

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



City of Willow Park Development Services Universal Application

Please PRINT CLEARLY to avoid delays

Please complete each field - Incomplete applications be rejected

Project Information		Project Name: <i>Manitosa's Latin Grill</i>	
<input type="checkbox"/> Residential		<input checked="" type="checkbox"/> Commercial	
Valuation: \$ <i>880,000</i> (round up to nearest whole dollar)		Project Address (or description):	
Brief Description of the Project: <i>Restaurant</i>			
Existing zoning: <i>Commercial</i>		# of Existing Lots (plats only):	
Proposed zoning:		# of Proposed Lots (plats only):	
Applicant/Contact Information (this will be the primary contact)			
Name: <i>Kyle Wilks</i>		Mailing Address: <i>17010 IH-20, Cisco TX 76437</i>	
Company: <i>Wilks Development</i>			
Primary Phone: <i>817-819-2574</i>		E-mail: <i>Kyle@wilksdevelopment.com</i>	
Property Owner Information (if different than above)			
Name: <i>Same as Above</i>		Mailing Address:	
Company:			
Primary Phone:		E-mail:	
Other Phone:		Fax:	
() Developer / () Engineer / () Surveyor Information (if applicable)			
Name: <i>Jordan Bishop P.E.</i>		Mailing Address: <i>211 Hudson Oaks Dr Hudson Oaks, TX 76087</i>	
Company: <i>Jordan Engineering LLC</i>			
Primary Phone: <i>817-319-9931</i>		E-mail: <i>Jbishop@jordanengineering.com</i>	
Other Phone:		Fax:	
For City Use Only			
Project Number:		Permit Fee:	
Submittal Date:		Plan Review Fee:	
Accepted By:		Total Fee:	
Receipt #:		Method of Payment:	

Application not complete without attached form(s) and/or signature page



City of Willow Park Development Services Department

SITE PLAN REQUIREMENTS

A Site Plan is an architectural plan of proposed improvements to a property; including building footprint, parking, ingress, egress, roadways, sidewalks, water lines, sewer lines, drainage facilities, auxiliary structures, lighting, and any public or private infrastructure. Site plans also include elevations of proposed buildings, topographical information, location in relation to flood plain, impact analysis

Site Plan applications must contain:

- Universal development application.
- A single site plan document including all of the information required on the site plan requirement checklist.
- A landscaping plan that includes the property boundaries, building and improvement footprints, and labels all green space, trees, shrubs, vegetation, and landscaping.
- A drainage plan that includes the property boundaries, building and improvement footprints, topography, and any flood plain designations.
- Elevations of all proposed buildings.
- A compact disc containing a .pdf copy of all plans.
- Three (3) paper hard copies of all plans.

If an exception or modification to the regulations is requested, the reason and/or request for each shall be provided on a separate sheet on letterhead and directly on the plans with sufficient details as to allow a determination by the appropriate approval body. Additional information may be required. Reference the specific requirement. Exceptions may require the approval of the City's Board of Adjustments.

Prior to public review before the Planning & Zoning Commission and City Council the applicant may be asked to submit up to fifteen (15) paper hard copies of all plans.

Applicant Signature: _____

Date: 5/25/2018

Pd 06/05/2018 OK #10069



City of Willow Park Development Services Department

Applicant: Please complete the following

For Office Use Only

ITEM	INITIAL	SITE PLAN REQUIREMENTS	N/A	COMPLETE	MISSING
1	K	Site boundary is indicated by a heavy solid line intermittent with 2 dash lines, dimensioned with bearings and distances; indicate and label lot lines, setback lines, and distance to the nearest cross street.		✓	
2	K	Site location/vicinity map clearly showing the location of the subject property with cross streets is provided. Indicate scale or NTS and provide north arrow.		✓	
3	K	A north arrow is provided with drawing oriented such as that north is located to the top or left side of drawing sheet.		✓	
4	K	A written and bar scale is provided. 1"=200' unless previously approved by staff		✓	
5	K	A title block is in the lower right corner that includes large, boldly printed "SITE PLAN", owner and engineer's names, addresses and phone numbers, subdivision name, lot number/s, block number or letter.		✓	
6	K	Tree masses are clouded with accurate canopy widths shown to determine critical root zone where located within close proximity to existing or proposed pavement.		✓	
7	K	Flood plain boundary is shown and indicates F.I.R.M. Community panel number and date, and flow line of drainage ways and creeks, as applicable.		✓	
8	K	Existing topography lines are shown and proposed contours are shown by a medium weight solid line. Topography is shown at minimum five (5) foot contours referenced to sea level city datum. Spot elevations and additional contours may be required in certain areas depending on topography.		✓	
9	K	Accurately located, labeled and dimensioned footprint of proposed structure(s).		✓	
10	K	Accurately located, labeled and dimensioned footprint of existing structure(s) to remain is/are shown by a heavy dashed line.		N/A	
11		Accurately located and labeled footprint of structure(s) proposed for demolition is/are shown by a light dashed line. Structures to be demolished are clearly labeled/ identified.		N/A	
12		Accurately located footprint of nonresidential structure(s) on abutting properties is/are shown by a light, solid line.		N/A	
13	K	Adjacent property lines within 200 feet of the subject property lines are shown by a light dashed line.		✓	
14		Adjacent zoning and land use (e.g. bank with drive-thru, office building, undeveloped etc.) within 200 feet of the property line is indicated.		N/A	
15	K	Adjacent property owner(s), or subdivision name, with lot, block and recording information, is shown.		✓	
16	K	Finished floor elevation of existing and/or proposed structures is referenced to sea level datum.		✓	
17	K	Full width of streets and alley rights-of-way with centerlines and backs of curbs or paving edges within 200 feet of the property line are dimensioned and street name or use is labeled.		✓	

516 Ranch House Rd. Willow Park, TX 76087 (817) 441-7108 phone - (817) 441-6900 fax
www.willowpark.org



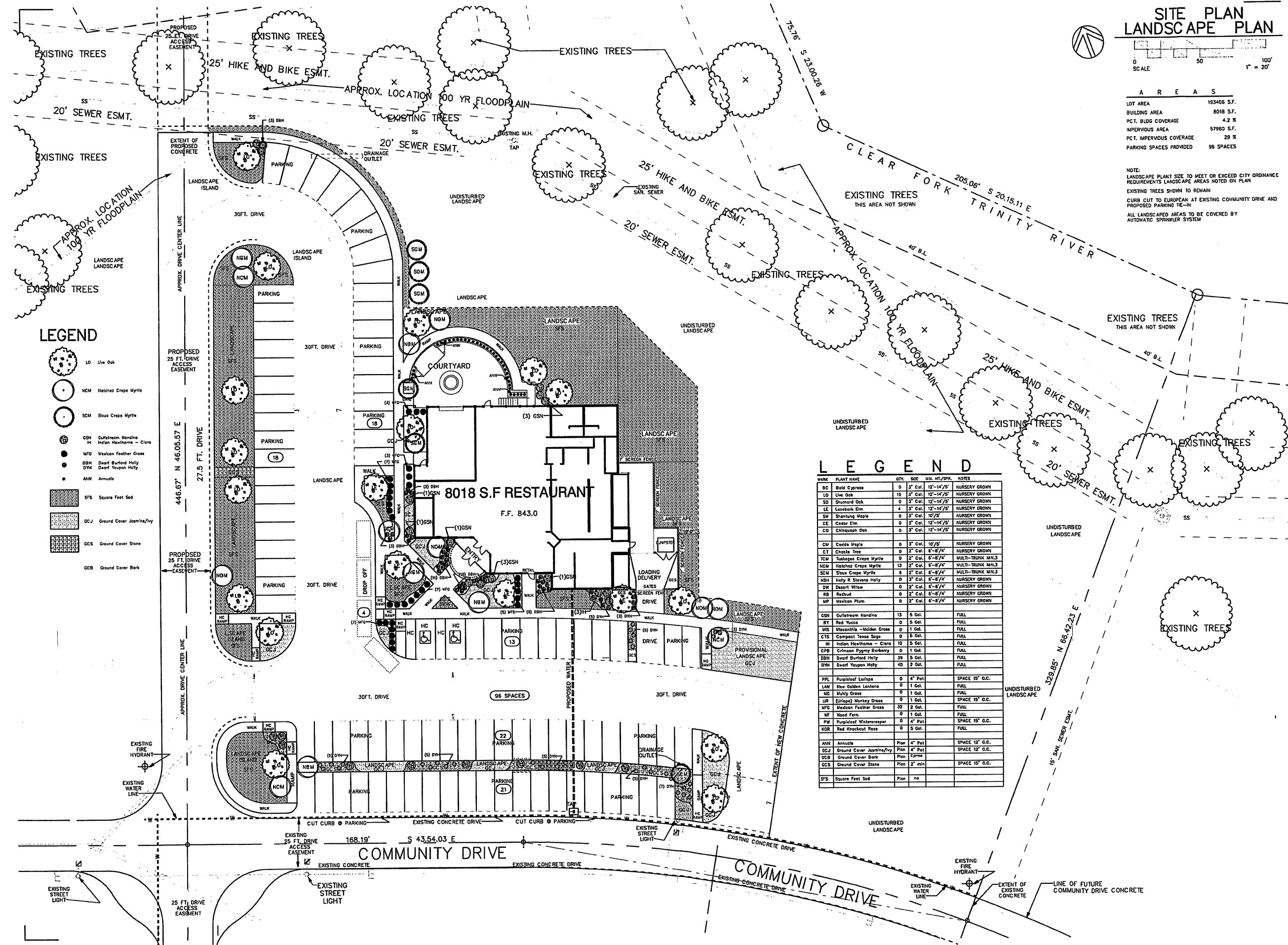
City of Willow Park Development Services Department

18		<p>Driveways within 200 feet of the property line:</p> <p><u>X</u> a. Are accurately located and dimensioned.</p> <p>_____ b. Distances to the nearest on-site driveway and/or off-site driveway is accurately located and dimensioned as measured from the centerlines.</p> <p>_____ c. Distance to the nearest street is shown as measured from the end of curb-return radius of the adjacent street to the driveway centerline.</p> <p>_____ d. Typical radii are shown.</p>			
19	NA	Drive-thru lanes, menu board location, pick-up window/s, maneuvering area, stacking lanes and escape lanes are indicated and dimensioned.			N/A
20	K	Sidewalks and barrier-free ramps (BFR) within 200 feet of and on the subject property are shown, dimensioned and labeled.			✓
21		<p>Off-site streets and roads:</p> <p><u>X</u> a. Existing and proposed roadways with medians and median openings adjacent to and within 200 feet of the project site are shown and dimensioned.</p> <p>_____ b. Medians, median openings with associated left-turn lanes, continuous left turn lanes, transition and stacking lengths are shown and dimensioned within 200 feet of the project site.</p> <p>_____ c. Existing, proposed, and required acceleration/deceleration lanes within 200 feet of the project site are shown dimensioned, stacking length indicated, and right-of-way dedication is indicated as applicable.</p> <p>_____ d. Distance to the nearest signalized intersection is indicated.</p>			✓
22	K	All parking spaces are shown, group numbered, and typical dimensions are provided. Indicate required two-foot overhang, as applicable.			✓
23	K	Handicapped parking spaces and barrier-free access points are shown, dimensioned, and labeled.			✓
24	K	Loading and maneuvering areas are indicated, labeled, and dimensioned. Loading area screening method is indicated and labeled.			✓
25	K	Dumpster and/or compactor locations and screening methods are shown. Indicate screening materials and height for all sides. Screening material is to match structure façade with enclosure having solid metal gates. Specs and sketch available from staff.			✓
26	K	Paving materials, boundaries and type are indicated.			✓
27	K	Access easements are accurately located/ tied down, labeled and dimensioned.			✓
28	NA	Off-site parking is shown and dimensioned from the off-site parking area to the structure or use as applicable. A parking easement or shared parking agreement is required and is provided in draft format.			N/A
29	K	Fire lanes are shown and dimensioned at a minimum of 24 feet in width, with internal radii of not less than 20 feet. Label and use an approximate 20 percent shade for fire lanes to differentiate from other paving. Ensure that required labeling and dimensioning is readable through shading.			✓
30	K	Proposed dedications and reservations of land for public use including, but not limited to, rights-of way, easements, park land, open space, drainage ways, floodplains and facility sites are accurately located, dimensioned and labeled.			N/A
31	✓	Screening walls are shown with dimensions and materials. An inset is provided that shows the wall			✓

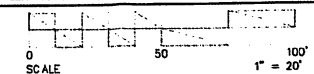


City of Willow Park Development Services Department

	✓	details and column placement as applicable. Plans for masonry walls are to be signed and sealed by a structural engineer and approved by the City Engineer. Channeled or slip-panel/pre-cast walls are prohibited.		✓	
32	✓	The location of living screens are shown and labeled. Details of a living screen are provided on the Landscape Plan indicating plant species/name, height at planting, and spacing.		✓	
33	✓	A lighting plan that shows location by fixture type is included. A lighting data chart is used to reference fixture type (i.e. pole or wall pack) and height. No lighting source (i.e. bulb, reflector, etc.) is allowed to be visible from an adjacent property or public street.		✓	
34	KU	Existing and proposed water and sanitary sewer lines, storm sewer pipe, with sizes, valves, fire hydrants, manholes, and other utility structures on-site or immediately adjacent to the site are shown and labeled.		✓	
35	✓	Boundaries of detention areas are located. Indicate above and/or below ground detention.		✓	
36	✓	Details of construction materials and architecture are shown on required Building Elevation/Facade Plan. Color, type and texture to match Zoning requirements.		✓	
37		Communication towers are shown and a fall distance/collapse zone is indicated.		N/A	
38		Provide Site Data Table that references distinct numbers for each lot and all building (existing and proposed) that includes, if applicable		N/A	
39		Explain in detail the proposed use(s) for each structure <i>Restaurant</i>		✓	
40		Total lot area less building footprint (by square feet): Square footage of building: Building height (stories and feet) Number of Units per Acre (apartments only):		✓	
41	✓	Parking required by use with applicable parking ratios indicated for each use: Parking Provided Indicated: Handicap parking as required per COWP ordinance and TAS/ADA requirements:		✓	
42	NA	Provide service verification from all utility providers		N/A	
43	NA	List any variance requested for this property, dates, and approving authority		N/A	
44	NA	Provide storm water and drainage study and design		N/A	
45	NA	Proposed domestic water usage (gallons per day, month, and year)		N/A	
46		Are any irrigation wells proposed? <i>No</i>		✓	
47	✓	Applicant has received Landscaping Ordinance and requirements		✓	
48	✓	Applicant must submit eight (8) hard copies, 18" x 24", and one (1) digital (.pdf) copy of the Site Plan for Board review			
49		Applicant must submit eight (8) hard copies, 18" x 24", and one (1) digital (.pdf) copy of all Annexations, Final Plans and/or other Site Plans for Board review			



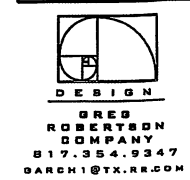
SITE PLAN
LANDSCAPE PLAN



A R E A S	
LOT AREA	153405 S.F.
BUILDING AREA	8018 S.F.
PCT. BLDG COVERAGE	4.2 %
IMPERVIOUS AREA	57960 S.F.
PCT. IMPERVIOUS COVERAGE	29 %
PARKING SPACES PROVIDED	96 SPACES

NOTE:
LANDSCAPE PLAN SIZE TO MEET OR EXCEED CITY ORDINANCE
REQUIREMENTS LANDSCAPE AREAS NOTED ON PLAN
EXISTING TREES SHOWN TO REMAIN
CURB CUT TO EUROPEAN AT EXISTING COMMUNITY DRIVE AND
PROPOSED PARKING TIE-IN
ALL LANDSCAPED AREAS TO BE COVERED BY
AUTOMATIC SPRINKLER SYSTEM

NO.	DATE	BY
	05-18-2018	

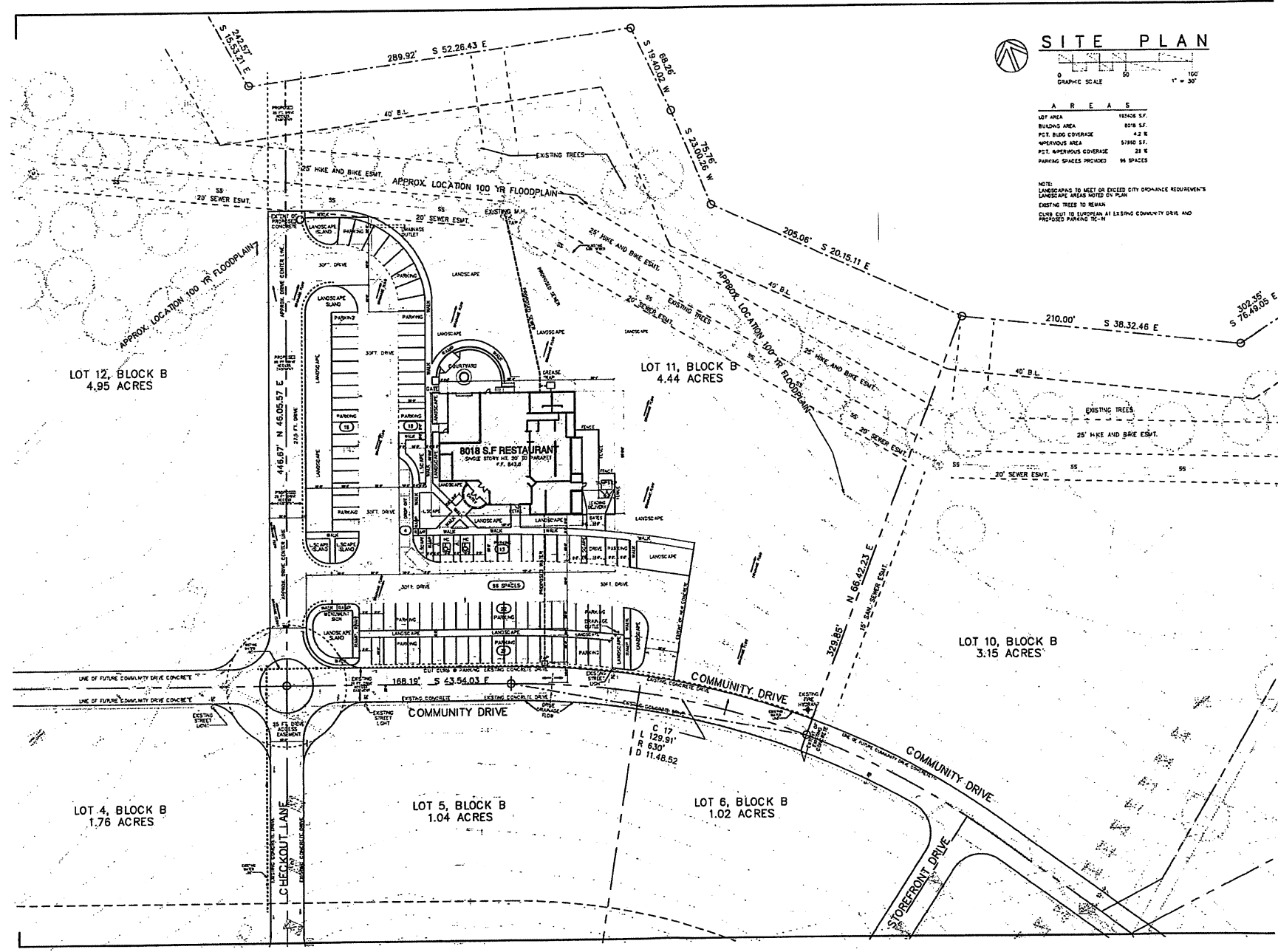


LANDSCAPE PLAN
FOR
MARIPOSA'S LATIN KITCHEN
LOT 11, BLOCK B
CROWN POINTE ADDITION
WILLOW PARK, TEXAS

SITE PLAN
LANDSCAPE

MARIPOSAS LATIN KITCHEN
OWNER:
WILKS DEVELOPMENT
17018 LH 20
CISCO, TX 76037
817-850-5300
ENGINEER:
JORDON ENGINEERING LLC
JORDON BISHOP P.E.
211 HUDSON OAKS DR.
HUDSON OAKS, TX 76087
817-318-9831
LANDSCAPE DESIGN:
GREG ROBERTSON CO.
2409 NETTLE LANE
EULESS, TEXAS 76039
817-354-9347

L1.0



SITE PLAN

GRAPHIC SCALE 0 50 100
1" = 30'

AREAS	
LOT AREA	15245 S.F.
BUILDING AREA	8018 S.F.
PST. BLDG COVERAGE	42 %
IMPERVIOUS AREA	51940 S.F.
PST. IMPERVIOUS COVERAGE	33 %
PARKING SPACES PROVIDED	56 SPACES

NOTE:
LANDSCAPING TO MEET OR EXCEED CITY DRAINAGE REQUIREMENTS
LANDSCAPE AREAS NOTED ON PLAN
EXISTING TREES TO REMAIN
CUTS CUT TO EUROPLAN AT EXISTING COMMUNITY DRIVE AND
PROPOSED PARKING LOT

NO.	DATE	182
1	05-18-2018	
2		
3		
4		
5		
6		
7		
8		
9		
10		



DESIGN
BREER
ROBERTSON
COMMUNITY
817.384.9347
BANDHART@AARJON.COM



SITE PLAN FOR
MARIPOSAS LATIN KITCHEN
LOT 11, BLOCK B
WILLOW PARK, TEXAS

SITE PLAN
MARIPOSAS LATIN KITCHEN
OWNER:
WILKS DEVELOPMENT
17011111 28
CHICO, TX 76007
817-860-4320
ENGINEER:
JORDON ENGINEERING LLC
JORDON ENGINEERING LLC
8111111111 28
CHICO, TX 76007
817-860-4320

A1.0

A. 5000 SF.
 B-H 6000 SF.
 I-J 10000 SF.

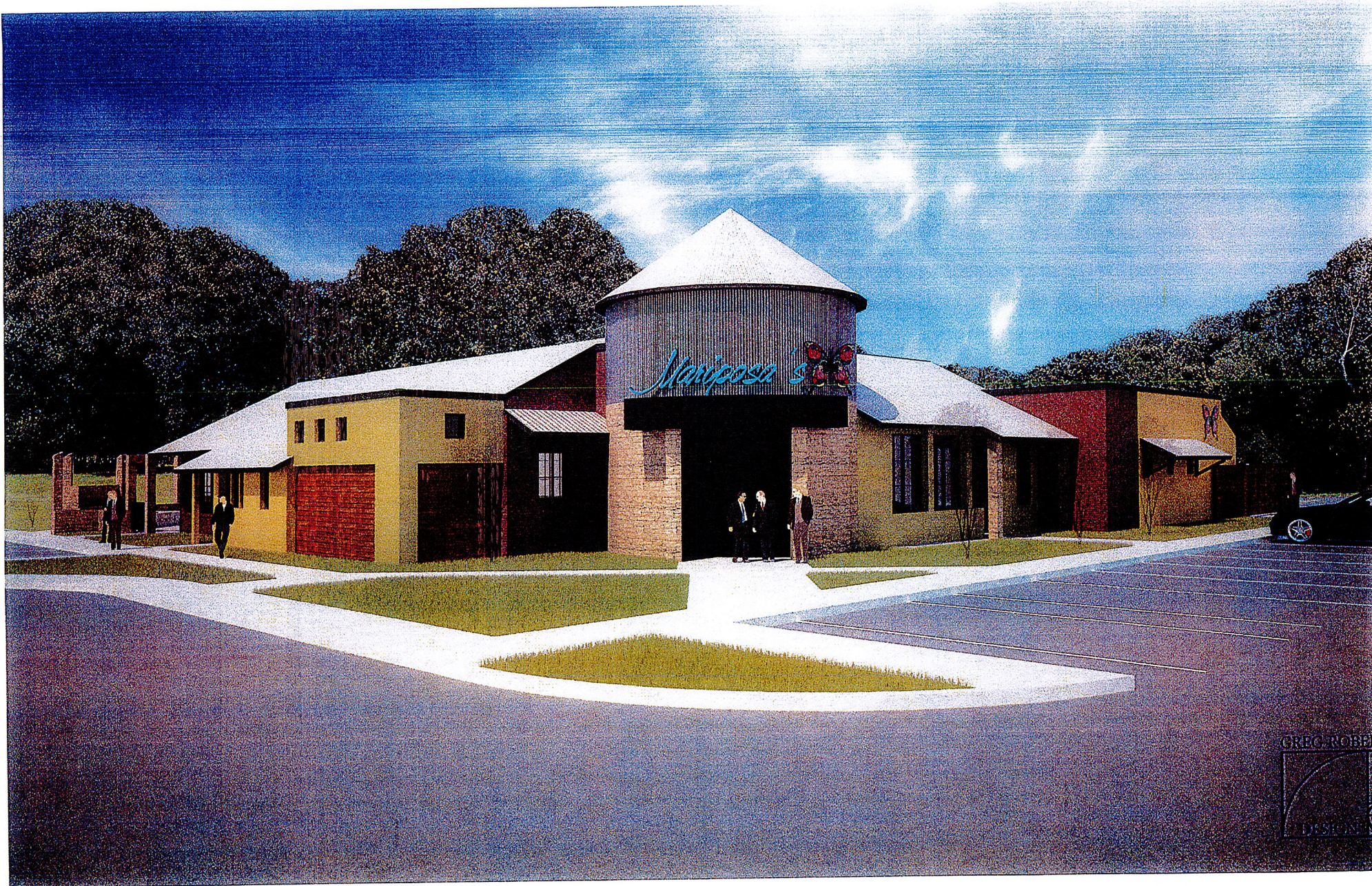
5.23.18
 GREG ROBERTSON

 DESIGN

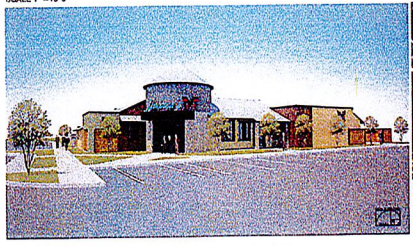
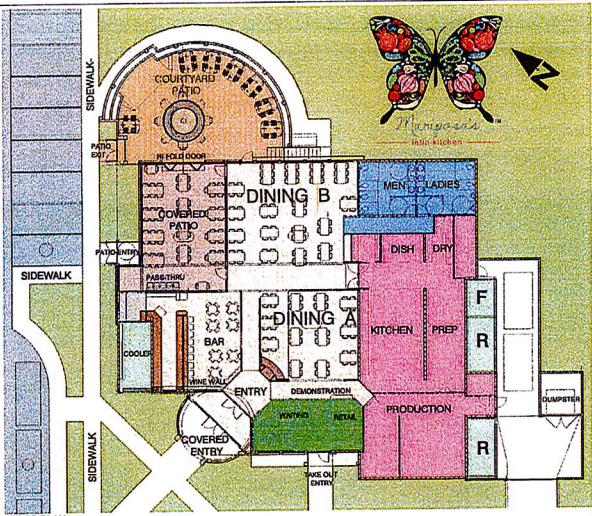
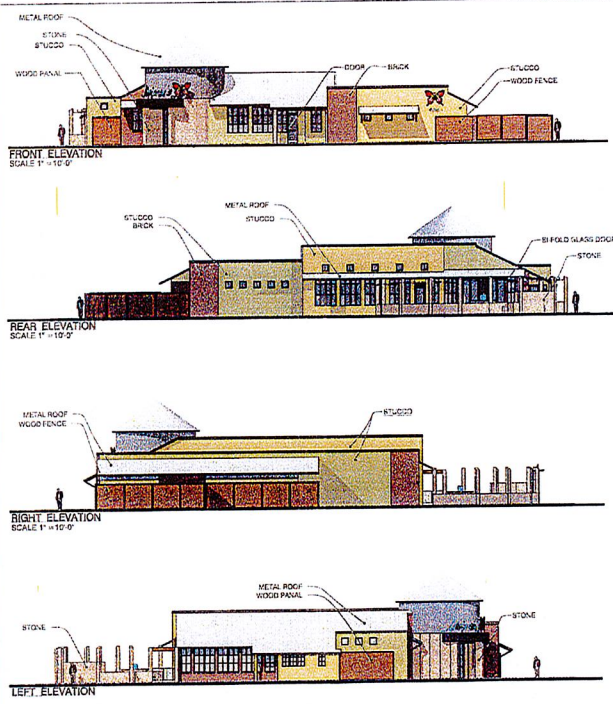
 WILKS
 DEVELOPMENT

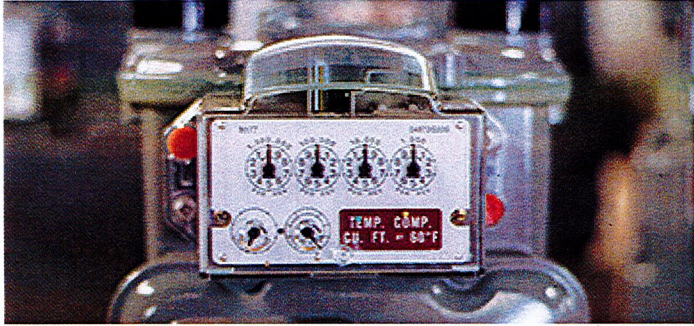


WILLOW PARK
 • NORTH •



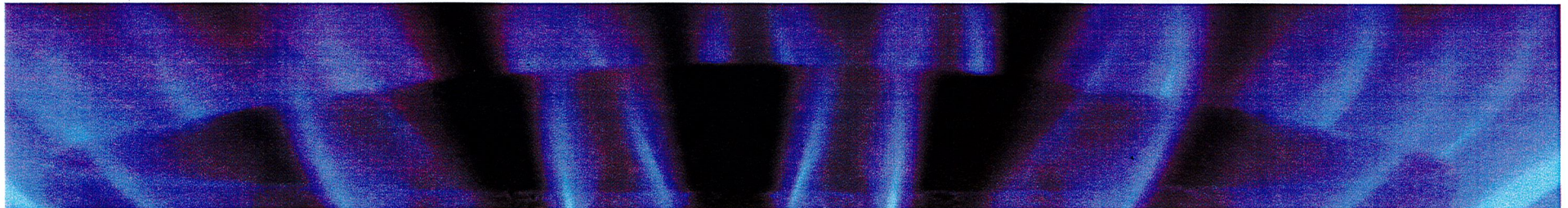
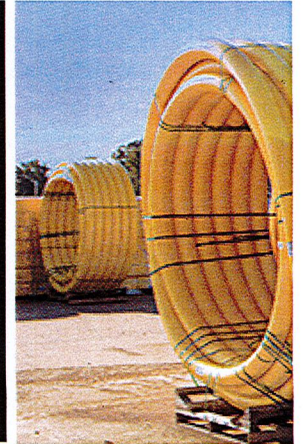




**Texas
Gas Service®**
A Division of ONE Gas

Natural Gas Utility Ratemaking and North Texas 2018 Rate Case

June 5, 2018



Teresa Serna

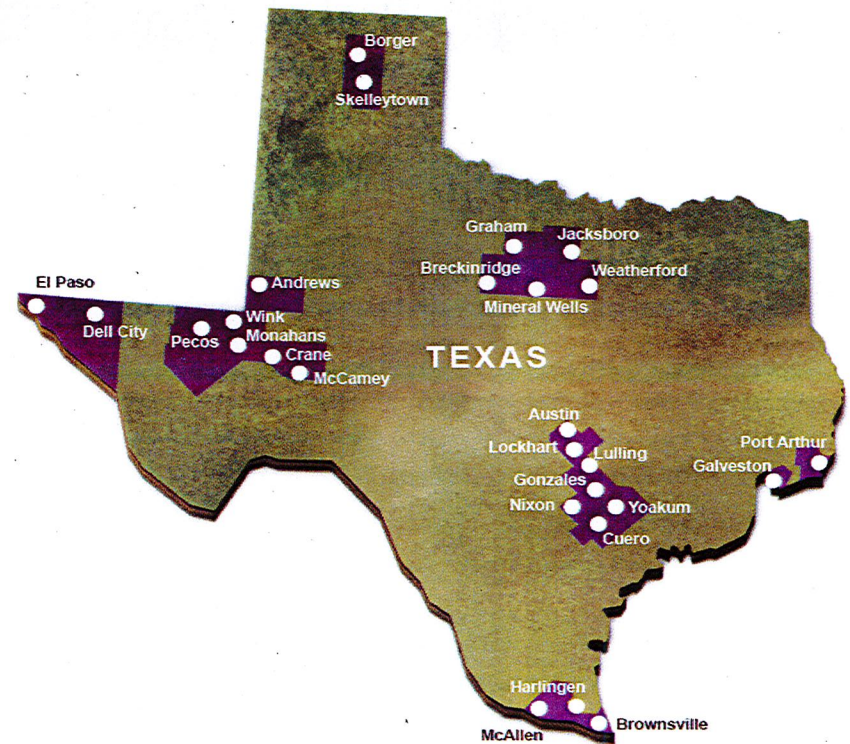
Manager, Rates and Regulatory Analysis

Texas Gas Service, a Division of ONE Gas, Inc.

Geographical Overview

Facts and Figures

- 650,000 customers in Texas
- 94% residential
- Approximately 100 municipalities
- Third largest natural gas distribution company in Texas
- 100% regulated utility
- Division of ONE Gas, Inc.
- (OGS on the NYSE)



Texas Gas Service, a Division of ONE Gas, Inc

Third Largest Natural Gas Utility in Texas

- Natural gas is the most efficient way to heat water, dry clothes, and warm your house
- And a great way to cook
- 16,674 miles of pipelines (distribution mains, service lines and other facilities)
- 300 miles of transmission lines
- 800 employees



North Texas Service Area

Our North Texas Impact

We care about our communities

- 17 towns and 6 counties served
- 16,143 customers
- 38 full-time employees
- We use local contractors
- We invest in our communities through salaries, taxes, infrastructure and volunteerism



2018 Rate Case

Why a Rate Case?

- Opportunity to establish rates that more accurately reflect current cost of providing service to customers
- Update North Texas tariffs
- Review parameters such as rate of return and depreciation rates
- Opportunity to reflect reduced federal income tax rate per the tax reform act
- Request to recover mandated pipeline integrity testing costs through a separate rider

Regulatory Process

Jurisdiction Over Utility Rates in Texas

“Home Rule”:

- Individual cities have original jurisdiction over utility rate matters within their city limits
- Railroad Commission of Texas (RRC) has original jurisdiction over utility rate matters within the unincorporated areas (environs)
- RRC has appellate jurisdiction over utility rate matters within the city limits

Regulatory Process Objectives

Basics

- Provide the utility with fair return on its investment
 - Ensure utility expenditures are prudent
 - Ensure rate levels are sufficient to allow the utility to attract capital
- Ensure consumers are charged a fair price for service
 - Rates should approximate those that would be charged if the enterprise were not a regulated monopoly but subject to competition
 - Rates should be “just and reasonable” and “non-discriminatory”

General Rate Cases

5 Areas to Consider

A general rate case will consider five areas:

- Rate base or investment
- Return on investment to be allowed
- Amount and treatment of expenses
- Revenues for the test year
- Rate design

General Rate Cases

Establishing Rates

Revenue Requirement Calculation

- Allowed return on investment **plus**
- Expenses, depreciation and taxes **equals**

= Revenue requirement
divided by Billing determinants (bills and volumes)

= Proposed rates

2018 Incorporated Rate Case Filing Request

Summary of 2018 Rate Case

- Requesting an increase of \$1,042,179
- Total Incorporated share is \$827,168
- Residential bill impact of \$6.03 per month

2018 Rate Case

A Major Factor Driving Increased Costs is Replacing Aging Pipe

Safety is Our Top Priority

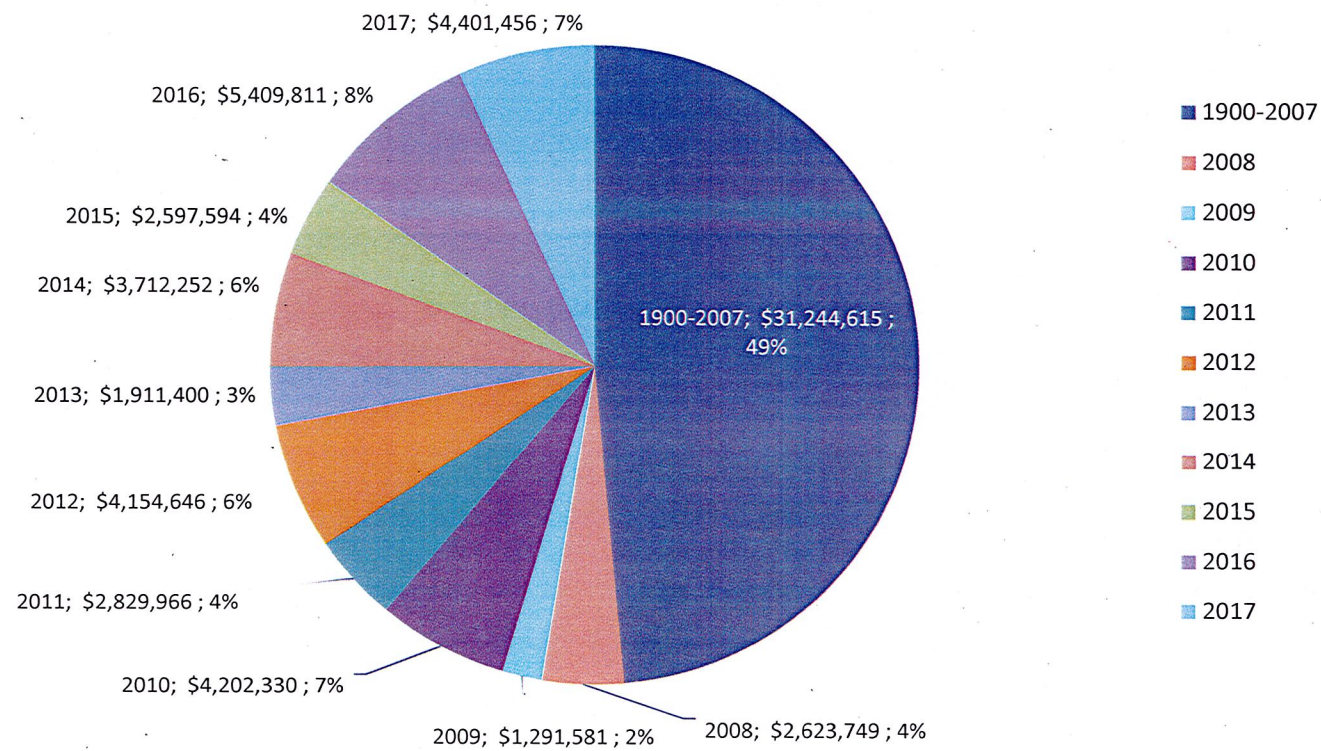
North Texas Service Area Capital Investment Costs
(i.e. Replacements, extensions, meters, and services)

- \$4.1M in 2017
- Over \$24.3M in the past six years
- More than doubled in the past 10 years



North Texas Service Area

Capital Investment Activity in the last 10 Years



2018 Rate Filing

Other Drivers of the Increase

- Federal and state safety and regulatory requirements have increased TGS's costs for leak survey, leak repair, and distribution integrity management activities
- Federally mandated pipeline integrity testing
- Change in depreciation rates
- Increase in North Texas net investment
 - Partially offset by:
 - reduction in the rate of return to 7.7061% from 8.548%
 - reduction in income tax expense (tax rate change to 21% from 35%)

2018 Rate Case

Between Now and October

City Regulatory Dates:

- Filing date is **June 15, 2018**
- Proposed effective date (deadline to suspend) is **July 20, 2018**
- Final date to act with suspension is **October 18, 2018** (125 days from filing date)

RRC Regulatory Dates:

- Filing date is **June 15, 2018**
- Proposed effective date (deadline to suspend) is **July 20, 2018**
- Final date to act with suspension is **Dec. 17, 2018** (185 days from the filing date)

2018 Rate Filing

City's Options

- Approve rate filing by ordinance or resolution
- Not approve rate filing and TGS will need to appeal case to the RRC
- Take no action and proposed rates are deemed approved.

Questions



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: July 10, 2018	Department: Legislative	Presented By: A. Smith
---------------------------------------	-----------------------------------	----------------------------------

AGENDA ITEM:

To consider and take action on Resolution 2018-07, naming the City Secretary as Public Information Officer.

BACKGROUND:

The Public Information Officer is primarily responsible for administering the responsibilities of the public official or governmental body under The Texas Public Information Act (PIA) and chapter 552 of the Texas Local Government Code.

A Public Information Officer provides uniformity in application, operation and interpretation of the Public Information Act and the City's associated policies.

STAFF/BOARD/COMMISSION RECOMMENDATION:

To approve Resolution 2018-07.

EXHIBITS:

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

CITY OF WILLOW PARK, TEXAS

RESOLUTION NO. 2018- 07

A RESOLUTION OF THE OF THE CITY OF WILLOW PARK, TEXAS, DESIGNATING A PUBLIC INFORMATION COORDINATOR TO SATISFY THE TRAINING REQUIREMENTS OF TEXAS GOVERNMENT SECTION 552.012.

WHEREAS, Texas Government Code § 552.012 requires each elected or appointed public official who is: (1) a member of a multimember governmental body; (2) the governing officer of a governmental body that is headed by a single officer rather than by a multimember governing body; or (3) the officer for public information of a governmental body, to complete a course of training of at least one hour regarding the responsibilities of the governmental body with which the official serves and its officers and employees under the Texas Public Information Act; and

WHEREAS, Texas Government Code § 552.012(c) authorizes a public official to designate a “public information coordinator” to satisfy the training requirements for the public official if the public information coordinator is primarily responsible for administering the responsibilities of the public official or governmental body under the Texas Public Information Act; and

WHEREAS, designation of a public information coordinator does not relieve a public official from the duty to comply with any other requirement of the Texas Public Information Act that applies to the public official; and

WHEREAS, the City Council of the City of Willow Park believes that it is to the advantage of the city to designate a public information coordinator to satisfy the training requirement of Texas Government Code Section 552.012 in lieu of all of the city’s public officials taking the training; and

WHEREAS, all of the city’s public officials may still take the training at their option.

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

1. Pursuant to Texas Government Code § 552.012(c), the City of Willow Park__ hereby designates a public information coordinator to satisfy the training requirements of Texas Government Code Section 552.012 for all of the city’s public officials who are subject to such requirements.
2. That the following person is designated as the city’s public information coordinator: City of Willow Park City Secretary.

3. That the city's public information coordinator is primarily responsible for administering the responsibilities of the city's public officials under the Texas Public Information Act.
4. That the city's public information coordinator shall complete the training course regarding the responsibilities of the city's public officials under the Texas Public Information Act not later than the 90th day after the date the coordinator assumes the his or her duties as coordinator.

PASSED AND APPROVED this 10th day of July, 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 10th day of July 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: 07/10/18	Department: Finance	Presented By: Candy Scott
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AGENDA ITEM:

Designation of Depository

BACKGROUND:

As authorized by City Council on May 15, 2018 an RFP was issued for Depository Services for the City of Willow Park. The only responder to this RFP was First Financial Bank.

The City has been with First Financial Bank since it's designation as the depository in September of 2015. The bid from First Financial is essentially the same as the awarded bid in 2015. First Financial Bank has been a good fit for the City and has gone out of its way to accommodate the City's desires and requests.

STAFF/BOARD/COMMISSION RECOMMENDATION:

It is Staff's recommendation that the City Council re-designate First Financial Bank to serve as the depository for the municipality's funds.

EXHIBITS:

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



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: July 10, 2018	Department: Admin	Presented By: Bryan Grimes
---------------------------------------	-----------------------------	--------------------------------------

AGENDA ITEM:

Consider all matters incident and related to the issuance and sale of "City of Willow Park, Texas, Tax Notes, Series 2018A", including the adoption of an ordinance authorizing the issuance of such tax notes.

BACKGROUND:

In 2016, the City of Willow Park issued GO Bonds to construct a new Public Safety Building (PSB) to house both the Willow Park Police and Willow Park Fire Departments. The proceeds of these funds were insufficient to complete the project.

The deficit between bond proceeds and the most responsible bid was approximately \$600,000 to meet increased material, construction, and contingency costs.

Council had been briefed previously on a financial instrument known as a Tax Note. Such an instrument funds projects similar to GO or CO bonds. As Council has been advised, Tax Notes do not have any recall provisions, nor advertisement requirements. However, the maximum maturity of a Tax Note cannot exceed seven years.

City Financial Advisor Erick Macha with Hilltop Securities has prepared various Repayment Schedules for an issuance of \$640,000 that would result in approximately \$600,000 of construction. As indicated in the supporting documentatoin, there will be no tax rate increase for this issuance for a 7 year term. This assumes a 1% growth in Assessed Valuation for the duration of the 7 year term. The Parker County Tax Appraisal office provided staff with an estimated 5% growth in taxable values. Of the approximate \$28 Million in new value, roughly \$14 Million is from new construction. This information further enhances the notion that Willow Park is a vibrant and growing community. Total taxable values for the City of Willow Park was \$348 Million in 2013. This new estimate, which will be certified by July 25, will be around \$519 Million. Given these factors, staff is comfortable with the extremely conservative 1% grown assumption provided by Erick Macha and Hilltop Securities.

Upon passage by Council, the Tax Notes could be issued by mid-August and will be incorporated into the ongoing PSB Project.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends: "Passage to adopt the Ordinance authorizing the issuance of "City of Willow Park, Texas, Tax Notes, Series 2018A" in the principal amount of \$640,000."

EXHIBITS:

Tax Note Brief from Erick Macha
Repayment Schedules
Tax Note Ordinance

SOURCES AND USES OF FUNDS

City of Willow Park, TX
Tax Note, Series 2018A
Final Numbers

Dated Date	08/07/2018
Delivery Date	08/07/2018

Sources:

Bond Proceeds:	
Par Amount	640,000.00
	<hr/>
	640,000.00
	<hr/>

Uses:

Project Fund Deposits:	
Project Fund	600,000.00
Delivery Date Expenses:	
Cost of Issuance	40,000.00
	<hr/>
	640,000.00
	<hr/>

BOND SUMMARY STATISTICS

City of Willow Park, TX Tax Note, Series 2018A Final Numbers

Dated Date	08/07/2018
Delivery Date	08/07/2018
Last Maturity	02/15/2025
Arbitrage Yield	2.759890%
True Interest Cost (TIC)	2.759890%
Net Interest Cost (NIC)	2.760000%
All-In TIC	4.408130%
Average Coupon	2.760000%
Average Life (years)	4.280
Weighted Average Maturity (years)	4.280
Duration of Issue (years)	4.019
Par Amount	640,000.00
Bond Proceeds	640,000.00
Total Interest	75,602.53
Net Interest	75,602.53
Total Debt Service	715,602.53
Maximum Annual Debt Service	152,070.00
Average Annual Debt Service	109,717.59
Underwriter's Fees (per \$1000)	
Average Takedown	-
Other Fee	-
Total Underwriter's Discount	-
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Bond Component	640,000.00	100.000	2.760%	4.280	11/17/2022	252.75
	640,000.00			4.280		252.75

	TIC	All-In TIC	Arbitrage Yield
Par Value	640,000.00	640,000.00	640,000.00
+ Accrued Interest	-	-	-
+ Premium (Discount)	-	-	-
- Underwriter's Discount	-	-	-
- Cost of Issuance Expense	-	-40,000.00	-
- Other Amounts	-	-	-
Target Value	640,000.00	600,000.00	640,000.00
Target Date	08/07/2018	08/07/2018	08/07/2018
Yield	2.759890%	4.408130%	2.759890%

BOND DEBT SERVICE

City of Willow Park, TX
Tax Note, Series 2018A
Final Numbers

Dated Date 08/07/2018
Delivery Date 08/07/2018

Period Ending	Principal	Coupon	Interest	Debt Service
09/30/2019	60,000	2.760%	17,228.53	77,228.53
09/30/2020	70,000	2.760%	15,042.00	85,042.00
09/30/2021	15,000	2.760%	13,869.00	28,869.00
09/30/2022	115,000	2.760%	12,075.00	127,075.00
09/30/2023	90,000	2.760%	9,246.00	99,246.00
09/30/2024	140,000	2.760%	6,072.00	146,072.00
09/30/2025	150,000	2.760%	2,070.00	152,070.00
	640,000		75,602.53	715,602.53

BOND DEBT SERVICE

City of Willow Park, TX
Tax Note, Series 2018A
Final Numbers

Dated Date 08/07/2018
Delivery Date 08/07/2018

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/15/2019	60,000	2.760%	9,224.53	69,224.53	-
08/15/2019	-	-	8,004.00	8,004.00	-
09/30/2019	-	-	-	-	77,228.53
02/15/2020	70,000	2.760%	8,004.00	78,004.00	-
08/15/2020	-	-	7,038.00	7,038.00	-
09/30/2020	-	-	-	-	85,042.00
02/15/2021	15,000	2.760%	7,038.00	22,038.00	-
08/15/2021	-	-	6,831.00	6,831.00	-
09/30/2021	-	-	-	-	28,869.00
02/15/2022	115,000	2.760%	6,831.00	121,831.00	-
08/15/2022	-	-	5,244.00	5,244.00	-
09/30/2022	-	-	-	-	127,075.00
02/15/2023	90,000	2.760%	5,244.00	95,244.00	-
08/15/2023	-	-	4,002.00	4,002.00	-
09/30/2023	-	-	-	-	99,246.00
02/15/2024	140,000	2.760%	4,002.00	144,002.00	-
08/15/2024	-	-	2,070.00	2,070.00	-
09/30/2024	-	-	-	-	146,072.00
02/15/2025	150,000	2.760%	2,070.00	152,070.00	-
09/30/2025	-	-	-	-	152,070.00
	640,000		75,602.53	715,602.53	715,602.53

BOND PRICING

City of Willow Park, TX
Tax Note, Series 2018A
Final Numbers

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Bond Component:					
	02/15/2019	60,000	2.760%	2.760%	100.000
	02/15/2020	70,000	2.760%	2.760%	100.000
	02/15/2021	15,000	2.760%	2.760%	100.000
	02/15/2022	115,000	2.760%	2.760%	100.000
	02/15/2023	90,000	2.760%	2.760%	100.000
	02/15/2024	140,000	2.760%	2.760%	100.000
	02/15/2025	150,000	2.760%	2.760%	100.000
		640,000			

Dated Date	08/07/2018	
Delivery Date	08/07/2018	
First Coupon	02/15/2019	
Par Amount	640,000.00	
Original Issue Discount	-	
Production	640,000.00	100.000000%
Underwriter's Discount	-	-
Purchase Price	640,000.00	100.000000%
Accrued Interest	-	
Net Proceeds	640,000.00	

FORM 8038 STATISTICS

City of Willow Park, TX
Tax Note, Series 2018A
Final Numbers

Dated Date 08/07/2018
Delivery Date 08/07/2018

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Bond Component:						
	02/15/2019	60,000.00	2.760%	100.000	60,000.00	60,000.00
	02/15/2020	70,000.00	2.760%	100.000	70,000.00	70,000.00
	02/15/2021	15,000.00	2.760%	100.000	15,000.00	15,000.00
	02/15/2022	115,000.00	2.760%	100.000	115,000.00	115,000.00
	02/15/2023	90,000.00	2.760%	100.000	90,000.00	90,000.00
	02/15/2024	140,000.00	2.760%	100.000	140,000.00	140,000.00
	02/15/2025	150,000.00	2.760%	100.000	150,000.00	150,000.00
		640,000.00			640,000.00	640,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	02/15/2025	2.760%	150,000.00	150,000.00	-	-
Entire Issue	-	-	640,000.00	640,000.00	4.2800	2.7599%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	40,000.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00

PROOF OF ARBITRAGE YIELD

City of Willow Park, TX
Tax Note, Series 2018A
Final Numbers

Date	Debt Service @	Present Value to 08/07/2018 2.7598904260%
02/15/2019	69,224.53	68,240.69
08/15/2019	8,004.00	7,782.85
02/15/2020	78,004.00	74,816.29
08/15/2020	7,038.00	6,658.50
02/15/2021	22,038.00	20,565.88
08/15/2021	6,831.00	6,287.93
02/15/2022	121,831.00	110,618.79
08/15/2022	5,244.00	4,696.58
02/15/2023	95,244.00	84,140.41
08/15/2023	4,002.00	3,487.32
02/15/2024	144,002.00	123,774.57
08/15/2024	2,070.00	1,755.02
02/15/2025	152,070.00	127,175.17
	715,602.53	640,000.00

Proceeds Summary

Delivery date	08/07/2018
Par Value	640,000.00
Target for yield calculation	640,000.00

City of Willow Park, Texas

\$640,000 Tax Note, Series 2018A

July 10, 2018

City of Willow Park, Texas

Summary of Financing

Issuance:	\$640,000 Tax Note, Series 2018A
Construction Proceeds:	\$600,000
Interest Payment Dates:	February 15 and August 15
First Interest Payment Due:	February 15, 2019
First Principal Payment Due:	February 15, 2019
Maturity of Issue (Final Payment):	February 15, 2025
Closing Date:	August 7, 2018
Interest Rate:	2.760%
Optional Redemption:	Anytime @ par

City of Willow Park, Texas

Tax Note, Series 2018A

Tabulation of Bids

Bids Due Friday, June 29, 2018 at 12:00pm

Bidder	Rate	Call Feature	Fees
Frost Bank	2.310%	Not callable	\$3,500
	2.850%	Anytime @ par	\$3,500
First National Bank of Texas	2.630%	Not callable	\$1,000 Counsel/\$500 PA
	2.690%	2/15/22 @ par	\$1,000 Counsel/\$500 PA
	2.760%	Anytime @ par	\$1,000 Counsel/\$500 PA
Amegy Bank	2.860%	Anytime @ par	N/A
TIB The Independent BankersBank	2.890%	Anytime @ par	N/A
BB&T	3.180%	Anytime @ par	N/A
First Financial Bank, N.A.	3.250%	Anytime @ par	N/A

City of Willow Park, Texas

\$600,000 Construction Proceeds

Final Numbers

\$640,000 Tax Note, Series 2018A 8/7/2018 - 2.76%				
FYE	Principal	Interest	Debt Service	Annual Debt Service
9/30/2018	\$ -	\$ -	\$ -	\$ -
2/15/2019	60,000	9,225	69,225	
8/15/2019	-	8,004	8,004	
9/30/2019	-	-		77,229
2/15/2020	70,000	8,004	78,004	
8/15/2020	-	7,038	7,038	
9/30/2020	-	-		85,042
2/15/2021	15,000	7,038	22,038	
8/15/2021	-	6,831	6,831	
9/30/2021	-	-		28,869
2/15/2022	115,000	6,831	121,831	
8/15/2022	-	5,244	5,244	
9/30/2022	-	-		127,075
2/15/2023	90,000	5,244	95,244	
8/15/2023	-	4,002	4,002	
9/30/2023	-	-		99,246
2/15/2024	140,000	4,002	144,002	
8/15/2024	-	2,070	2,070	
9/30/2024	-	-		146,072
2/15/2025	150,000	2,070	152,070	
9/30/2025	-	-		152,070
	<u>\$ 640,000</u>	<u>\$ 75,603</u>	<u>\$ 715,603</u>	<u>\$ 715,603</u>
			Average:	\$ 102,229

Willow Park, Texas
\$600,000 Construction Proceeds
Final Numbers

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>
FYE	Assessed Valuation	Growth	Existing Net Tax Supported Debt Service ⁽¹⁾	\$640,000 Tax Note, Series 2018A 8/7/2018 - 2.76%			Aggregate Net Tax Supported Debt Service	Calculated I&S Tax Rate ⁽²⁾	FYE
				Principal	Interest	Total			
2018	\$ 491,508,420		\$ 1,004,846	\$ -	\$ -	\$ -	\$ 1,004,846	0.2283	2018
2019	496,423,504	1.00%	1,028,137	60,000	17,229	77,229	1,105,365	0.2272	2019
2020	501,387,739	1.00%	1,032,823	70,000	15,042	85,042	1,117,865	0.2275	2020
2021	506,401,617	1.00%	1,095,847	15,000	13,869	28,869	1,124,716	0.2266	2021
2022	511,465,633	1.00%	1,008,937	115,000	12,075	127,075	1,136,012	0.2266	2022
2023	516,580,289	1.00%	1,047,485	90,000	9,246	99,246	1,146,731	0.2265	2023
2024	521,746,092	1.00%	767,165	140,000	6,072	146,072	913,237	0.1786	2024
2025	526,963,553	1.00%	625,507	150,000	2,070	152,070	777,577	0.1506	2025
2026	532,233,188	1.00%	625,216				625,216	0.1199	2026
2027	537,555,520	1.00%	624,232				624,232	0.1185	2027
2028	542,931,076	1.00%	627,501				627,501	0.1179	2028
2029	548,360,386	1.00%	625,117				625,117	0.1163	2029
2030	553,843,990	1.00%	627,033				627,033	0.1155	2030
2031	559,382,430	1.00%	628,196				628,196	0.1146	2031
2032	564,976,254	1.00%	270,300				270,300	0.0488	2032
2033	570,626,017	1.00%	273,500				273,500	0.0489	2033
2034	576,332,277	1.00%	271,400				271,400	0.0481	2034
2035	582,095,600	1.00%	274,000				274,000	0.0480	2035
2036	587,916,556	1.00%	271,300				271,300	0.0471	2036
2037	593,795,721	1.00%	273,300				273,300	0.0470	2037
2038	599,733,679	1.00%	271,050				271,050	0.0461	2038
2039	605,731,015	1.00%	269,675				269,675	0.0454	2039
2040	611,788,326	1.00%	273,075				273,075	0.0455	2040
2041	617,906,209	1.00%	271,250				271,250	0.0448	2041
2042	624,085,271	1.00%	269,275				269,275	0.0440	2042
2043	630,326,124	1.00%	272,075				272,075	0.0440	2043
2044	636,629,385	1.00%	269,650				269,650	0.0432	2044
2045	642,995,679	1.00%	272,000				272,000	0.0432	2045
2046	649,425,636	1.00%	274,050				274,050	0.0431	2046
			<u>\$ 15,443,939</u>	<u>\$ 640,000</u>	<u>\$ 75,603</u>	<u>\$ 715,603</u>	<u>\$ 16,159,541</u>		

- Maximum Tax Rate 2019 and after - \$ 0.2275
- Increase (decrease) above FY 2018 - \$ (0.0008)

Notes:

(1) Includes Tax Notes, Series 2018.

(2) Tax collection percentage of 98%. Actual tax rate for FY 2018.

ORDINANCE NO. 773-18

AN ORDINANCE authorizing the issuance of "CITY OF WILLOW PARK, TEXAS, TAX NOTES, SERIES 2018A"; specifying the terms and features of said notes; levying a continuing direct annual ad valorem tax for the payment of said notes; and resolving other matters incident and related to the issuance, sale, payment and delivery of said notes, including the approval and execution of a Paying Agent/Registrar Agreement and a Note Purchase Agreement; and providing an effective date.

WHEREAS, pursuant to Texas Government Code, Chapter 1431, as amended (hereinafter called the "Act"), the City Council is authorized and empowered to issue anticipation notes to pay contractual obligations to be incurred (i) for the construction of any public work and (ii) for the purchase of materials, supplies, equipment, machinery, buildings, lands and rights-of-way for the City's authorized needs and purposes; and

WHEREAS, in accordance with the provisions of Act, the City Council hereby finds and determines that anticipation notes should be issued and sold at this time to finance the costs of paying contractual obligations to be incurred (i) for constructing, renovating, improving, expanding and equipping public safety facilities (police and fire), including related environmental, engineering, drainage and site work, and (ii) to pay professional services rendered in relation to such projects and the financing thereof; now, therefore,

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

SECTION 1: Authorization - Designation - Principal Amount - Purpose. Notes of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$640,000, to be designated and bear the title "CITY OF WILLOW PARK, TEXAS, TAX NOTES, SERIES 2018A" (hereinafter referred to as the "Note" or "Notes"), for the purpose of paying contractual obligations to be incurred (i) for constructing, renovating, improving, expanding and equipping public safety facilities (police and fire), including related environmental, engineering, drainage and site work, and (ii) to pay professional services rendered in relation to such projects and the financing thereof, in conformity with the Constitution and laws of the State of Texas, including the Act.

SECTION 2: Fully Registered Obligations - Note Date - Authorized Denominations - Stated Maturities - Interest Rate. The Notes shall be issued as a single fully registered obligation only, shall be dated July 1, 2018 (the "Note Date"), shall be in the denominations of \$5,000 or any integral multiple thereof, and shall become due and payable finally on February 15, 2025 (the "Stated Maturity") with principal installments thereof to become due and payable on February 15 in each of the years in accordance with the following schedule:

<u>Installment</u> <u>Due February 15</u>	<u>Principal</u> <u>Installments</u>
2019	\$ 60,000
2020	70,000
2021	15,000
2022	115,000
2023	90,000
2024	140,000
2025	150,000

The Notes shall bear interest on the unpaid principal installments from the date of delivery to the initial purchasers, anticipated to be August 7, 2018 (the "Delivery Date") at the rate of 2.76% per annum. Interest on the Notes shall be calculated on the basis of a 360-day year of twelve 30-day months, and such interest shall be payable on February 15 and August 15 of each year, commencing February 15, 2019, until maturity or prior prepayment.

SECTION 3: Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Notes, due and payable by reason of maturity, prepayment or otherwise, shall be payable only to the registered owners or holders of the Notes (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of First National Bank Texas, Killeen, Texas to serve as Paying Agent/Registrar for the Notes is hereby approved and confirmed. Books and records relating to the registration, payment, transfer and exchange of the Notes (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement", substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor or Mayor Pro Tem and City Secretary are authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Notes. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Notes are paid and discharged, and any successor Paying Agent/Registrar shall be a bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Notes, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and interest on the Notes shall be payable to the Holder whose name appears in the Security Register at the close of business on the Record Date (the last business day of the month next preceding each interest payment date with respect to payment of interest and the last business day of the month next preceding each principal installment date with respect to the payment of principal) and shall be paid by the Paying Agent/Registrar (1) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (2) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder; provided, however, the final

installment of principal or upon prepayment of the Notes in whole shall be paid only upon presentation and surrender of the Notes to the Paying Agent/Registrar for cancellation at its designated offices, initially in Killeen, Texas (the "Designated Payment/Transfer Office. If the date for the payment of the principal or interest on the Notes shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/ Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Prepayment.

(a) Optional Prepayment. The Note shall be subject to prepayment prior to maturity, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof on any date at the prepayment price of par plus accrued interest to the date of prepayment.

(b) Exercise of Prepayment Option. At least forty five (45) days prior to an optional prepayment date for the Note (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of the decision to prepay Notes, the principal amount to be prepaid, and the date of prepayment therefor. The decision of the City to exercise the right to prepay Notes shall be entered in the minutes of the governing body of the City.

(c) Selection of Notes for Prepayment. If less than all the outstanding principal installments of the Note are to be prepaid on a prepayment date, the Prepayment Ledger appearing on the Note shall be completed and signed by an authorized officer of the Paying Agent/Registrar with respect to such partial prepayment.

(d) Notice of Prepayment. Not less than thirty (30) days prior to a prepayment date for the Notes, a notice of prepayment shall be sent by United States Mail, first class postage prepaid, in the name of the City and at the City's expense, to the Holder of the Note at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of prepayment so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

(e) All notices of prepayment shall (i) specify the date of prepayment for the Notes, (ii) identify the principal installments, or portions thereof, to be prepaid, (iii) state the prepayment price, (iv) state that the principal installments, or the portion thereof to be prepaid, shall become

due and payable on the prepayment date specified, and the interest thereon, or on the portion of the principal installment to be prepaid, shall cease to accrue from and after the prepayment date, and (v) specify that payment of the prepayment price for the Notes, or the principal amount thereof to be prepaid, shall be paid by the Paying Agent/Registrar (1) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (2) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder; provided, however, in the event of prepayment in whole, the prepayment price shall be payable only upon presentation and surrender of the Note to the Designated Payment/Transfer Office of the Paying Agent/Registrar. If principal installment(s) of the Note, or any portion thereof, has been called for prepayment and notice of prepayment thereof has been duly given or waived as herein provided, such Note (or the principal installment thereof to be prepaid) shall become due and payable, and interest thereon shall cease to accrue from and after the prepayment date therefor, provided moneys sufficient for the payment of the Note (or of the principal installment thereof to be prepaid) at the then applicable prepayment price are held for the purpose of such payment by the Paying Agent/Registrar.

(f) Conditional Notice of Prepayment. With respect to any optional prepayment of the Note, unless certain prerequisites to such prepayment required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Notes to be prepaid shall have been received by the Paying Agent/Registrar prior to the giving of such notice of prepayment, such notice may state that said prepayment is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such prepayment. If a conditional notice of prepayment is given and such prerequisites to the prepayment are not satisfied or sufficient moneys are not received, such notice shall be of no force and effect, the City shall not prepay such Notes and the Paying Agent/Registrar shall give notice, in the manner in which the notice of prepayment was given, to the effect that the Note has not been prepaid.

SECTION 5: Registration - Transfer - Exchange of Notes - Predecessor Notes. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of the registered owner of the Note issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. The registration of the Note shall be transferrable only in whole and only on the Security Register and only to an affiliate of the Purchaser, or to a bank, accredited investor, or qualified institutional buyer, by the Holder in person or by his duly authorized agent, upon surrender of such Note to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

When the registration of the transfer in the Security Register has been recorded and the Note is surrendered for cancellation, the Paying Agent/Registrar shall provide, in the name of the transferee, a new single fully registered Note in the principal amount remaining to be paid at the time of the transfer or assignment.

When a Note has been duly assigned and transferred, a new Note shall be delivered to the Holder at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class, postage prepaid to the Holder and, upon the registration and delivery thereof, such Note shall be the valid obligation of the City evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Note surrendered in such assignment and transfer.

All transfers or exchanges of Notes pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Notes cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Notes," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Note or Notes registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Notes" shall include any mutilated, lost, destroyed, or stolen Note for which a replacement Note has been issued, registered, and delivered in lieu thereof pursuant to the provisions of Section 10 hereof and such new replacement Note shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Note.

Neither the City nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder the Note called for prepayment, in whole or in part, within 45 days of the date fixed for the prepayment of such Note; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the balance of a Note called for prepayment in part.

SECTION 6: Execution - Registration. The Notes shall be executed on behalf of the City by the Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers on the Notes may be manual or facsimile. Notes bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the date of adoption of this Ordinance shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Notes to the initial purchaser and with respect to Notes delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Note shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Note either a certificate of registration substantially in the form provided in Section 8(c), manually executed by the Comptroller of Public Accounts of the State of Texas, or his duly authorized agent, or a certificate of registration substantially in the form provided in Section 8(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Note shall be conclusive evidence, and the only evidence, that such Note has been duly certified, registered, and delivered.

SECTION 7: Initial Note. The Note herein authorized shall be initially issued as a single fully registered note in the total principal amount stated in Section 1 hereof with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1 (hereinafter called the "Initial Note") and the Initial Note shall be registered in the name of the initial purchaser or the designee thereof. The Initial Note shall be the Note submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser). Any time after the delivery of the Initial Note, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser, or the designee thereof, shall cancel the Initial Note delivered hereunder and exchange therefor a definitive Note of authorized denominations, Stated Maturity, principal amount and bearing applicable interest rate for transfer and delivery to

the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8: Forms.

(a) Forms Generally. The Note, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas the Registration Certificate of Paying Agent/Registrar, the form of Assignment and form of Prepayment Ledger to be printed on each of the Notes, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Notes, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Notes as evidenced by their execution. Any portion of the text of any Notes may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

The definitive Note and the Initial Note shall be printed, lithographed, or engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Notes as evidenced by their execution thereof.

(b) Form of Note.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF WILLOW PARK, TEXAS
TAX NOTE, SERIES 2018A

Note Date:
July 1, 2018

Interest Rate:
2.76%

Final Stated Maturity:
February 15, 2025

Delivery Date:
August 7, 2018

Registered Owner:

Principal Amount:

DOLLARS

The City of Willow Park (hereinafter referred to as the "City"), a body corporate and political subdivision in the County of Parker, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on the Stated Maturity date specified above and payable in principal installments on February 15 in each year in accordance with the following schedule:

<u>Year</u>	<u>Principal Installments</u>
2019	\$ 60,000
2020	70,000
2021	15,000
2022	115,000
2023	90,000
2024	140,000
2025	150,000

(or so much thereof as shall not have been paid upon prior prepayment), and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Note appearing below (unless this Note bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Note is prior to the initial interest payment date in which case it shall bear interest from the Delivery Date) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2019 until maturity or prepayment.

Principal installments of this Note are payable in each of the years stated above or on an applicable prepayment date. Principal installments and interest on this Note shall be payable to the registered owner of this Note (or one or more Predecessor Notes, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date" (the last business day of the month next preceding each interest payment date with respect to payment of interest and the last business day of the month next preceding each principal installment date with respect to the payment of principal), and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner; provided, however, the final principal installment of the Note or upon prior prepayment in whole shall be paid only upon presentation and surrender of the Note to First National Bank Texas, Killeen, Texas (the "Paying Agent/Registrar") for cancellation at its designated offices in Killeen, Texas (the "Designated Payment/Transfer Office"), or its successor. If the date for the payment of the principal of or interest on the Note shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of and interest on this Note shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Note is one of the series specified in its title issued in the aggregate principal amount of \$640,000 (herein referred to as the "Notes") for the purpose of paying contractual obligations to be incurred (i) for constructing, renovating, improving, expanding and equipping public safety facilities (police and fire), including related environmental, engineering, drainage

and site work, and (ii) to pay professional services rendered in relation to such projects and the financing thereof, under and in strict conformity with the Constitution and laws of the State of Texas and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Note may be prepaid prior to its Stated Maturity, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof on any date at the prepayment price of par, together with accrued interest to the date of prepayment.

At least thirty days prior to the date fixed for any prepayment of Notes, the City shall cause a written notice of such prepayment to be sent by United States Mail, first class postage prepaid, to the registered owner of the Note to be prepaid at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If the Note (or any portion of its principal amount) shall have been duly called for prepayment and notice of such prepayment duly given, then upon such prepayment date such Note (or the portion of its principal amount to be prepaid) shall become due and payable, and interest thereon shall cease to accrue from and after the prepayment date therefor; provided moneys for the payment of the prepayment price and the interest on the Note are held for the purpose of such payment by the Paying Agent/Registrar. If the Note is selected for prepayment the City and the Paying Agent/Registrar shall not be required to transfer such Note to an assignee of the registered owner within 45 days of the prepayment date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of an unredeemed balance called for prepayment in part..

Payment of the prepayment price of all of a portion of this Note shall be made to the registered owner only upon presentation and surrender of the Note to the Designated Payment/Transfer Office of the Paying Agent/Registrar. The Prepayment Ledger appearing hereon will be completed and signed by an authorized officer of the Paying Agent/Registrar with respect to any partial prepayment. If the Note is selected for prepayment, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer the Note to an assignee of the registered owner within 45 days of the prepayment date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the balance of a Note prepaid in part.

With respect to any optional prepayment of the Notes, unless certain prerequisites to such prepayment required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Notes to be prepaid have been received by the Paying Agent/Registrar prior to the giving of such notice of prepayment, such notice may state that said prepayment is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such prepayment. If a conditional notice of prepayment is given and such prerequisites to the prepayment are not satisfied or sufficient moneys are not received, such notice shall be of no force and effect, the City shall not prepay such Notes and the Paying Agent/Registrar shall give notice, in the manner in which the notice of prepayment was given, to the effect that the Notes have not been redeemed.

The Notes are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Note by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature

and extent of the tax levied for the payment of the Notes; the terms and conditions relating to the transfer or exchange of this Note; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Note may be discharged at or prior to its maturity, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Note, subject to certain limitations contained in the Ordinance, may be transferred in whole but not in part on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, new single fully registered Note of the same Stated Maturity, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of the principal installments thereof and interest hereon, (ii) on the date of surrender of this Note as the owner entitled to payment of final principal installment at its Stated Maturity, or its prepayment, in whole, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a Note on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder of a Note appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Notes is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Notes to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Notes do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Notes by the levy of a tax as aforestated. In case any provision in this Note shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Note and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Note to be duly executed under the official seal of the City.

CITY OF WILLOW PARK, TEXAS

Mayor

COUNTERSIGNED:

City Secretary

(City Seal)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Note only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS
THE STATE OF TEXAS

(
(REGISTER NO. _____
(

I HEREBY CERTIFY that this Note has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Note has been duly issued and registered under the provisions of the within-mentioned Ordinance; the note or notes of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar located in Killeen, Texas, is the "Designated Payment/Transfer Office" for this Note.

FIRST NATIONAL BANK TEXAS,
Killeen, Texas,
as Paying Agent/Registrar

Registration Date:

By: _____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto
(Print or typewrite name, address, and zip code of transferee:) _____

(Social Security or other identifying number: _____)
_____) the within Note and all rights thereunder, and hereby
irrevocably constitutes and appoints _____

attorney to transfer the within Note on the books kept for registration thereof, with full power of
substitution in the premises.

DATED: _____

Signature guaranteed:

NOTICE: The signature on this assignment
must correspond with the name of the
registered owner as it appears on the face
of the within Note in every particular.

(f) Form of Prepayment Ledger.

PREPAYMENT LEDGER

<u>DATE OF PREPAYMENT</u>	<u>PRINCIPAL AMOUNT PREPAID</u>	<u>SIGNATURE OF BANK'S AUTHORIZED OFFICER</u>

SECTION 9: Levy of Taxes. To provide for the payment of the "Debt Service Requirements" of the Notes, being (i) the interest on the Notes and (ii) a sinking fund for their payment at maturity or prepayment or a sinking fund of 2% (whichever amount is the greater), there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the City, within the limitations prescribed by law, and such tax hereby levied on each one hundred dollars' valuation of taxable property in the City for the Debt Service Requirements of the Notes shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on said Notes while Outstanding; full allowance being made for delinquencies and costs of collection; separate books and records relating to the receipt and disbursement of taxes levied, assessed and collected for and on account of the Notes shall be kept and maintained by the City at all times while the Notes are Outstanding, and the taxes collected for the payment of the Debt Service Requirements on the Notes shall be deposited to the credit of a "Special 2018A Note Account" (the "Interest and Sinking Fund") maintained on the records of the City and deposited in a special fund maintained at an official depository of the City's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Notes.

The Mayor, Mayor Pro Tem, City Administrator, Assistant City Administrator, Finance Director and City Secretary of the City, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Notes, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Notes as the same accrues or matures; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Notes.

Notwithstanding the requirements contained in this Section, to the extent other lawfully available funds of the City are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the lawfully available funds then on deposit in the Interest and Sinking Fund.

SECTION 10: Mutilated - Destroyed - Lost and Stolen Notes. In case any Note shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Note of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Note, or in lieu of and in substitution for such destroyed, lost or stolen Note, only upon the approval of the

City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Note, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Note shall be borne by the Holder of the Note mutilated, or destroyed, lost or stolen.

Every replacement Note issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Notes; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Notes.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Notes.

SECTION 11: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Notes, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Notes or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Notes or the principal amount(s) thereof at maturity or to a prepayment date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Notes, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of prepayment has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/ Registrar have been made) the prepayment date thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Notes to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

The term "Government Securities", as used herein, means (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and on the date of their acquisition or purchase by the City are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and

(iv) any other authorized securities or obligations under applicable law that may be used to defease obligations such as the Notes.

Any moneys so deposited with the Paying Agent/ Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Notes, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Notes and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable prepayment date, of the Notes such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 12: Ordinance a Contract-Amendments-Outstanding Notes. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Note remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Holders holding a majority in aggregate principal amount of the Notes then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Notes, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Notes, reduce the principal amount thereof, the prepayment price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Notes, (2) give any preference to any Note over any other Note, or (3) reduce the aggregate principal amount of Notes required to be held by Holders for consent to any such amendment, addition, or rescission.

The term "Outstanding" when used in this Ordinance with respect to Notes means, as of the date of determination, all Notes theretofore issued and delivered under this Ordinance, except:

- (1) those Notes cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;
- (2) those Notes deemed to be duly paid by the City in accordance with the provisions of Section 11 hereof; and
- (3) those mutilated, destroyed, lost, or stolen Notes which have been replaced with Notes registered and delivered in lieu thereof as provided in Section 10 hereof.

SECTION 13: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section 13, the following terms have the following meanings:

"Closing Date" means the date on which the Notes are first authenticated and delivered to the initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Notes.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Notes are invested and which is not acquired to carry out the governmental purposes of the Notes.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Regulations" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Notes. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Notes has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Note to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Note, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Notes:

- (1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Notes, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity

(including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

- (2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Notes or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Notes to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Notes directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Notes.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Notes to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) No Rebate. The City warrants and represents that it satisfies the requirements of paragraph (2) and (3) of section 148(f) of the Code with respect to the Notes without making the payments for the United States described in such section. Specifically, the City warrants and represents that:

- (1) the City is a governmental unit with general taxing powers;
- (2) at least 95% of the net proceeds of the Notes will be used for the local governmental activities of the City; and
- (3) the aggregate face amount of all tax exempt obligations issued or expected to be issued by the City (and all subordinate entities thereof) in the calendar year in which the Notes are issued is not reasonably expected to exceed \$5,000,000.

PROVIDED, HOWEVER, should additional tax exempt obligations be issued or incurred, including lease purchase financings, in the 2018 calendar year which would cause the total face amount of tax exempt obligations issued and incurred in such calendar year to exceed \$5,000,000, the City agrees and covenants that it will maintain complete records regarding the investments of the proceeds of sale of the Notes and rebate any "arbitrage profits" to the United States as required by Section 148(f) of the Code.

(i) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Administrator, Assistant City Administrator, Finance Director or City Secretary, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Notes, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(j) Qualified Tax-Exempt Obligations. In accordance with the provisions of paragraph (3) of subsection (b) of Section 265 of the Code, the City hereby designates the Notes to be "qualified tax-exempt obligations" in that the Notes are not "private activity bonds" as defined in the Code and the reasonably anticipated amount of "qualified tax exempt obligations" to be issued by the City (including all subordinate entities of the City) for the calendar year 2018 will not exceed \$10,000,000.

SECTION 14: Sale of Notes. The offer of First National Bank Texas, Killeen, Texas (herein referred to as the "Purchaser") to purchase the Note in accordance with a Note Purchase Agreement, dated as of July 10, 2018, attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Ordinance for all purposes is hereby accepted, and the sale of the Note to said Purchaser is hereby approved and authorized, and declared to be in the best interest of the City. The Mayor or Mayor Pro Tem is hereby authorized and directed to execute the acceptance clause thereof for and on behalf of the City and as the act and deed of this City Council. Delivery of the Notes to the Purchaser shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale.

SECTION 15: Control and Custody of Notes. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Notes, and shall take and have charge and control of the Initial Note pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the initial purchasers.

SECTION 16: Proceeds of Sale. The proceeds of sale of the Notes, excluding amounts to pay costs of issuance, shall be deposited in a construction fund maintained at the City's depository bank. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, and the City's investment policies and guidelines, and any investment earnings realized shall be expended for such authorized projects and purposes or deposited in the Interest and Sinking Fund as shall be determined by the City Council. Any excess note proceeds, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Interest and Sinking Fund.

SECTION 17: Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to

the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Notes. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 18: Cancellation. All Notes surrendered for payment, prepayment, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Notes previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Notes so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Notes held by the Paying Agent/Registrar shall be returned to the City.

SECTION 19: Legal Opinion. The Purchaser's obligation to accept delivery of the Notes is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas, approving the Notes as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Notes.

SECTION 20: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Notes. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Notes shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Notes as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Notes.

SECTION 21: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 22: Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 23: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 24: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 25: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 26: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 27: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Administrator, Assistant City Administrator, Finance Director or City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance, sale and delivery of the Notes. In addition, prior to the initial delivery of the Notes, the Mayor, Mayor Pro Tem, City Administrator, Assistant City Administrator, Finance Director, City Secretary or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Notes by the Attorney General. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 28: Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 29: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 30: Effective Date. This Ordinance shall take effect and be in full force from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

[remainder of page left blank intentionally]

PASSED AND ADOPTED this July 10, 2018.

CITY OF WILLOW PARK, TEXAS

Mayor

ATTEST:

City Secretary

(City Seal)

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of July 10, 2018 (this "Agreement"), (this "Agreement"), by and between First National Bank Texas, Killeen, Texas, a banking corporation under the United States of America (the "Bank") and the City of Willow Park, Texas (the "Issuer").

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Willow Park, Texas, Tax Notes, Series 2018A", dated July 1, 2018 (the "Securities"), such Securities scheduled to be delivered to the initial purchasers thereof on or about August 7, 2018; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 **Appointment.** The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 **Compensation.** As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

Section 2.01 **Definitions.** For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Acceleration Date" on any Security means the date on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

"Authorizing Document" means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

"Bank Office" means the designated office of the Bank at the address appearing on the signature page hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Holder" and "Security Holder" each means the Person in whose name a Security is registered in the Security Register.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"Predecessor Securities" of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

"Redemption Date", when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

"Responsible Officer", when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Security Register" means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

"Stated Maturity" means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

Section 2.02 **Other Definitions.** The terms "Bank," "Issuer" and "Securities (Security)" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

Section 3.01 **Duties of Paying Agent.** As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer on the applicable payment date, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the Bank Office.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

Section 3.02 **Payment Dates.** The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

ARTICLE FOUR REGISTRAR

Section 4.01 **Security Register - Transfers and Exchanges.** The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 **Securities**. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 **Form of Security Register**. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 **List of Security Holders**. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05 **Return of Cancelled Securities**. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 **Mutilated, Destroyed, Lost or Stolen Securities**. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and

bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed, lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, destroyed, lost or stolen.

Section 4.07 **Transaction Information to Issuer.** The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE THE BANK

Section 5.01 **Duties of Bank.** The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 **Reliance on Documents, Etc.**

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, Issuer's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 **Recitals of Issuer.** The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 **May Hold Securities.** The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 **Moneys Held by Bank - Paying Agent Account/Collateralization.** A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as

trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06 **Indemnification**. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 **Interpleader**. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01 **Amendment**. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 **Assignment**. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 **Notices**. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page hereof.

Section 6.04 **Effect of Headings**. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 **Successors and Assigns**. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 **Severability**. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 **Merger, Conversion, Consolidation, or Succession**. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 **Benefits of Agreement.** Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 **Entire Agreement.** This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Section 6.10 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11 **Termination.** This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.12 **No Boycott Israel.** To the extent this Agreement is a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended the Bank hereby verifies that the Bank is a company (as defined in Section 808.001, Texas Government Code) which does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Section 6.13 **Iran, Sudan and Foreign Terrorists Organizations.** To the extent this Agreement is a governmental contract, within the meaning of Section 2252.151 of the Texas Government Code, as amended, the Bank represents that it is not a company (as defined in Section 2270.0001(2), Texas Government Code) engaged in business with Iran, Sudan, or a foreign terrorist organization (as defined in Section 2252.151(2), Texas Government Code) and that it is not on a list prepared and maintained by the Comptroller of Public Accounts of the State of Texas under Section 806.051, 807.051, or 2252.153, Texas Government Code.

Section 6.14 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Remainder of page left blank intentionally]

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

FIRST NATIONAL BANK TEXAS

By: _____

Title: _____

Address: P. O. Box 909
Killeen, Texas 76540
507 North Gray Street
Killeen, Texas 76541

Attest:

Title: _____

CITY OF WILLOW PARK, TEXAS

By: _____
Mayor

Address: 516 Ranch House Road
Willow Park, Texas 76087-7626

Attest:

City Secretary

ANNEX A

\$500.00 ONE TIME FEE DUE AT CLOSING

EXHIBIT B
NOTE PURCHASE AGREEMENT

9. Anti-Boycott Verification. To the extent this Agreement is a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, the Purchaser hereby verifies that the Purchaser is a company (as defined in Section 808.001, Texas Government Code) which does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
10. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Agreement is a governmental contract, within the meaning of Section 2252.151 of the Texas Government Code, as amended, the Purchaser represents that it is not a company (as defined in Section 2270.0001(2), Texas Government Code) engaged in business with Iran, Sudan, or a foreign terrorist organization (as defined in Section 2252.151(2), Texas Government Code) and that it is not on a list prepared and maintained by the Comptroller of Public Accounts of the State of Texas under Section 806.051, 807.051, or 2252.153, Texas Government Code.

[signatures begin on next page]

If this purchase agreement meets with the Purchaser's and the City's approval, please execute it in the place provided below.

FIRST NATIONAL BANK TEXAS, Killeen, Texas

By: _____

Title: _____

[signatures continue on next page]

ACCEPTED BY THE CITY OF WILLOW PARK, TEXAS

Mayor



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: 7-10-18	Department: Development Services	Presented By: Bryan Grimes / Bernie Parker
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AGENDA ITEM:

10. Discussion/Action: To consider and take action on awarding the contract for the Public Safety Building.

BACKGROUND:

At time of Packet Submission - Staff is conducting background checks and doing its due diligence on the two lowest bidders for the Public Safety Building.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Award the City of Willow Park's Public Safety Building to Hasen Design.

Motion if council chooses to award the Contract:

I move to award the construction contract for the City's new Public Safety Building to the lowest, responsible bidder, Hasen Design Build and Development, in the amount of \$ 4,717,750.00.


EXHIBITS:

Official Bid Summary from Dewberry Architects.

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	\$4,717,750.00
	Source of Funding	City Bonds / Tax Notes

Dewberry Project #: 50089183							Bid Date: May 8, 2018 - 2:19 PM		
CONTRACTORS:	WILKS	HASEN	MYCON	AUI	RJM	SCHMOLDT	IMPERIAL	TEINART	JOE JONES
5% Bid Bond / Surety	X	X	X	X	X	X	X	X	X
Bid Proposal Part A	X	X	X	X	X	X	X	X	X
Alternates Form	X	X	X	X	X	X	X	X	X
Acknowledgment of Addendums 2 & 3	X	X							
Total Base Bid	\$ 4,568,142.00	\$ 4,589,000.00	\$ 5,300,000.00	\$ 4,665,000.00	\$ 6,054,073.81	\$ 4,870,000.00	\$ 4,698,999.00	\$ 5,100,000.00	\$ 5,078,000.00
Days to Complete Base Bid	300	300	275	365	345	330	300	300	330
Additional Days to Complete Alt 1	10	0	0	0	0	0	0	0	0
Additional Days to Complete Alt 2	4	0	0	0	0	0	0	0	0
Total Days to complete	-	-	-	-	-	-	-	-	-
ALTERNATES:									
Alt. 1: Canopy at Secure Parking (Add)	\$ 135,151.00	\$ 105,000.00	\$ 321,400.00	NO BID	NO BID	\$ 108,700.00	\$ 108,000.00	NO BID	NO BID
Alt. 2: Sidewalk along Stagecoach Trail (Add)	\$ 10,151.00	\$ 12,500.00	\$ 13,000.00	\$ 2,964.00	\$ 2,750.00	\$ 15,000.00	\$ 13,000.00	\$ 7,900.00	\$ 12,800.00
Alt. 3: Sectional Doors in lieu of Bi-Fold doors at Apparatus Bays (Deduct)	\$ (96,000.00)	\$ (95,000.00)	\$ (126,000.00)	\$ (96,000.00)	\$ (96,000.00)	\$ (90,000.00)	\$ (90,000.00)	\$ (137,000.00)	\$ (60,500.00)
Alt. 4a: Upward Coiling Security Grilles at Apparatus Bays (Add) May 10, 2018	\$ 23,928.36	\$ 11,444.00							
Alt. 4b: Roll-up Mesh Doors at Apparatus Bay (Add) May 10, 2018	\$ 36,347.96	\$ 17,444.00							
Alt. 5: MEPCE Addendum #2 (Add) May 10, 2018	\$ 29,682.00	\$ 11,250.00							
Addendum 3 May 11, 2018	No change	No change							
Base Bid + Accepted Alternates 1, 2, & 5	\$ 4,743,126.00	\$ 4,717,750.00							

We the undersigned Dewberry Architects Inc., hereby certify that this is the true and correct Summary of Bids received by City of Willow Park at the Willow Park Police and Fire Station, 101 Stagecoach Trail, Willow Park TX on Tuesday, MAY 8, 2018 2:19 P.M.


Jenna McGregor, AIA
Project Manager
Dewberry Architects Inc.



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: July 10, 2018	Department: Admin	Presented By: Bryan Grimes
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AGENDA ITEM:

Consider and take action on setting the date, time, and place of the Public Hearings for the FY 2018 – 2019 Budget and Tax Rate

BACKGROUND:

City Staff is currently working to finalize the preliminary budget for Council consideration. As such, Staff is recommending the following dates for Public Hearings and Adoption of the Budget and Tax Rate:

- September 4, 2018: 1st Public Hearing
- September 11, 2018: 2nd Public Hearing
- September 18, 2018: Adopt Budget and Tax Rate

Both Public Hearings and Adoption meetings will take place at the Willow Park City Hall at a time TBD.

Staff is anticipating the receipt of the Certified Tax Roll from the Parker County Appraisal District by July 25, 2018. On or around July 31, 2018 the Parker County Appraisal District will calculate both the Effective and Rollback Tax Rates. No later than August 18, 2018, the City Administrator will file the Proposed Budget with the City Secretary. (Note: It will be Friday, August 17, 2018)

Some Council members have indicated and inquired about a Budget Workshop prior to adoption. Staff's recommendation is that the Budget Workshop be held on a weeknight, preferably on a Monday / Tuesday evening. Staff also recommends that the Budget Workshop be held after the receipt of the Certified Tax Roll—July 25, 2018, but no later than August 17, 2018—the deadline to file the proposed budget 30 days prior to adoption.

As of today, department heads have presented their budget requests with the City Administrator. The City Administrator is currently reviewing those requests with various Departments and is evaluating the requests.

STAFF/BOARD/COMMISSION RECOMMENDATION:

To set the date, time, and place of the Public Hearings and Adoption of the Budget and Tax Rate as referenced above.

EXHIBITS:



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: July 10, 2018	Department: Police	Presented By: Chief Carrie West
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AGENDA ITEM:

School Zone speed limits – Scenic Drive

BACKGROUND:

The changes to the Ordinance will designate the school zone from 7 am to 9 am and 2 pm to 4 pm. This is a change from 7am to 4pm. The change covers the peak ingress and egress times for the school.

Signage is to be determined.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Recommend approving the item as submitted.

EXHIBITS:

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	\$ 0.00
	Source of Funding	\$ 0.00

**CITY OF WILLOW PARK
ORDINANCE 766-18**

AN ORDINANCE OF THE CITY OF WILLOW PARK, TEXAS ESTABLISHING AND DESIGNATING A SCHOOL ZONE FOR MCCALL ELEMENTARY SCHOOL ALONG BOTH DIRECTIONS OF SCENIC TRAIL FROM A POINT WHERE SCENIC TRAIL AND TRICIA TRAIL INTERSECT WEST ALONG SCENIC TRAIL 2400 FEET AND BOTH DIRECTIONS OF TRICIA TRAIL FROM A POINT WHERE TRICIA TRAIL AND SCENIC TRAIL INTERSECT THEN SOUTH 900 FEET; ESTABLISHING A PRIMA FACIE SPEED LIMIT OF 20 MILES PER HOUR FOR THE MCCALL ELEMENTARY SCHOOL ZONE FOR THE POSTED TIME PERIODS OF 7:00 A.M. TO 9:00 A.M. AND 2:00 P.M. TO 4:00 P.M.; AUTHORIZING AND DIRECTING THE CITY MANAGER TO INSTALL SIGNAGE; PROVIDING A PENALTY; A REPEALER; AND SETTING AN EFFECTIVE DATE.

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

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

WHEREAS, the City, under powers delegated to it, pursuant to Chapter 51, TEX. LOCAL GOV'T CODE, has the authority to regulate traffic on its streets for the purpose of protecting public welfare and safety; and

WHEREAS, the construction and opening of the McCall Elementary School, Aledo Independent School District, within the boundaries of the City, which is located generally at the intersection of Tricia Trail and Scenic Trail, has in attendance elementary school students; and

WHEREAS, the ingress of elementary students and egress of elementary students from the school does create and cause a special hazard to exist with regard to traffic, pedestrian crossings and school attendee safety pursuant to §545.352 of the TEXAS TRANSPORTATION CODE; and

WHEREAS, the City did, on the basis of a traffic analysis performed for and by the City, find that the prima facie speed limit of 20 miles per hour was determined and declared to be a prima facie reasonable and safe and prudent speed in the designated school zone.

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

SECTION 1. AUTHORIZATION

The Mayor, or his designee, is hereby authorized and directed to implement the applicable provisions of this ordinance as relates to the enforcement of the speed zones contained therein, within the municipal boundaries of the City of Willow Park, Texas.

SECTION 2. SCHOOL ZONE ESTABLISHMENT AND DESIGNATION

School Zone - McCall Elementary School

During posted hours as set forth below, a school zone is hereby established and designated for McCall Elementary School:

Along both directions of Scenic Trail from a point where Scenic Trail and Tricia Trail intersect west along Scenic Trail 2400 feet.

7:00 a.m. – 9:00 a.m.
2:00 p.m. – 4:00 p. m.

Along both directions of Tricia Trail from a point where Tricia Trail and Scenic Trail intersect then south 900 feet.

7:00 a.m. – 9:00 a.m.
2:00 p.m. – 4:00 p.m.

SECTION 3. ESTABLISHMENT OF PRIMA FACIE SPEED FOR SCHOOL ZONE

The prima facie speed limit of 20 miles per hour for vehicles is hereby determined and declared to be a prima facie reasonable, prudent and safe speed limit which is hereby fixed for vehicles traveling within the established and designated school zone for McCall Elementary School during posted hours.

SECTION 4. SIGNAGE

By adoption of this Ordinance the City Council does hereby direct the City Manager to install signage consistent with the provisions herein that is in accordance with the manual on uniform traffic control devices as adopted by the Texas Department of Transportation. The provisions of the Ordinance enacted herein shall be enforceable upon the residential streets so designated upon the erection and placement of signage designating the speed limit on each street during the posted hours.

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 Resolution.

SECTION 6. SEVERABILITY

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

SECTION 7. PENALTY

A violation of any provision of this Ordinance shall be punishable by a fine of not less than \$1.00 nor more than \$200.00 upon conviction.

SECTION 8. REPEAL OF CONFLICTING ORDINANCES

All Ordinances in conflict herewith be and the same are hereby repealed to the extent of such conflict.

SECTION 9. EFFECTIVE DATE

This Ordinance shall take effect on or after its publication in a newspaper of general publication stating its purpose and penalty.

PASSED AND APPROVED this 10th day of July, 2018.

Doyle Moss, Mayor

ATTEST:

Alicia Smith TRMC, City Secretary

The Willow Park City Council is acting on Ordinance No. 766-18, did on the 10th day of July 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: July 10, 2018	Department: Police	Presented By: Chief Carrie West
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AGENDA ITEM:

Speed limits within the City of Willow Park.

BACKGROUND:

The Ordinance currently in effect does not meet minimum state requirements regarding speed limits within the city limits. Staff has presented a revision of the Ordinance that complies with Transportation Code Section 545.356, specifically, the speed limits on streets that have been previously designated 20 mph, should reflect the 30 mph prima facie.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Recommend approving the line items as submitted.

EXHIBITS:

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	\$ 0.00
	Source of Funding	\$ 0.00

CITY OF WILLOW PARK
ORDINANCE NO. 767-18

AN ORDINANCE AMENDING CHAPTER 12 “TRAFFIC AND VEHICLES”, ARTICLE 12.03 “OPERATION OF VEHICLES”, DIVISION 2. “*SPEED LIMITS*”, SECTIONS 12.03.031 AND 12.03.032 OF THE CODE OF ORDINANCES OF THE CITY OF WILLOW PARK, TEXAS; PROVIDING FOR A PRIMA FACIE SPEED LIMIT ON CITY STREETS AND ALLEYS, INCLUDING DESIGNATED “LOCAL RESIDENTIAL STREETS”; PROVIDING A PENALTY; A SEVERABILITY CLAUSE; A REPEALER; AND SETTING AN EFFECTIVE DATE.

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

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

WHEREAS, the 2001 Comprehensive Plan or Master Plan for the City has categorized streets and arterials within the municipal boundaries as primary, secondary and tertiary; and

WHEREAS, as defined, secondary and tertiary streets serve primarily residential areas only; and

WHEREAS, they are further defined as “Local Residential Streets” by the Master Plan which are internal streets within a neighborhood that provides access to residential lots and are arranged to discourage most through traffic, except that which is directly related to the area and not located in an “urban district”; and

WHEREAS, Local Residential Streets have been investigated, examined, driven, inspected by the City; and

WHEREAS, those “Local Residential Streets” are utilized by buses of the public school system, access for children and families, are subject to animal crossings and other unanticipated special hazards, and, are intended to only provide ingress and egress to residents from arterials and collectors; and

WHEREAS, Sec. 12.03.032 of the City’s Code of Ordinances provides that a speed in excess of 20 miles per hour, when posted, on a designated “Local Residential Street” is considered prima facie evidence that the speed is not reasonable and prudent under the circumstances and that the speed is unlawful; and

WHEREAS, considering all of the above and, after having observed traffic conditions and special hazards conditions thereon, the City has determined that a reasonable and prudent speed under the existing conditions on “Local Residential Streets” is 30 miles per hour.

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

SECTION 1. AUTHORIZATION

The Mayor, or his designee, is hereby authorized and directed to implement the applicable provisions of this ordinance as relates to the enforcement of the speed zones contained herein, within the municipal boundaries of the City of Willow Park, Texas.

SECTION 2. AMENDMENT

Chapter 12 "Traffic and Vehicles", Article 12.03 "Operation of Vehicles", Division 2. "Speed Limits," Section 12.03.031 and Section 12.03.032 are hereby amended in their entirety to read as follows:

"Sec. 12.03.031 Maximum speed generally

(a) Reasonable and prudent speed required. No person shall ride or drive any animal or operate a vehicle on any street, alley or highway in the city limits at a speed greater than is reasonable and prudent under the conditions and having regard for the actual and potential hazards then existing. In every event, speed shall be so controlled as may be necessary to avoid colliding with any person, vehicle or other conveyance on or entering a highway in compliance with legal requirements, and it shall be the duty of all persons to use due care.

(b) General speed limit on streets and alleys. If any person shall operate or drive any motor vehicle or other vehicle within the corporate limits of the city on any street or highway at a greater speed than thirty (30) miles per hour, or in any alley or park at a greater speed than fifteen (15) miles per hour, it shall be prima facie evidence of violation of this section, unless signs are erected designating another speed limit. It shall not be necessary that speed limit signs be posted except as to speed limits of more or less than 30 miles per hour on a public street and as to speed limits of more or less than 15 miles per hour on an alley or park road.

Sec. 12.03.032 Speed limit on local residential streets

No person shall drive or operate a motor vehicle on a designated "local residential street" at a speed greater than is reasonable and prudent under the conditions and having regard for the actual and potential hazards then existing. A speed in excess of 30 miles an hour, on a designated "local residential street" as identified in the traffic schedules adopted by the city, is considered prima facie evidence that the speed is not reasonable and prudent under the circumstances and that the speed is unlawful. It shall not be necessary that speed limit signs be posted except as to speed limits of more or less than 30 miles per hour on a designated "local residential street.""

SECTION 3. 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 4. PENALTY

A violation of any provision of this Ordinance shall be punishable by a fine of not less than \$1.00 nor more than \$200.00 upon conviction.

SECTION 5. SEVERABILITY

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

SECTION 6. REPEAL OF CONFLICTING ORDINANCES

All Ordinances in conflict herewith be and the same are hereby repealed to the extent of such conflict.

SECTION 7. EFFECTIVE DATE

This Ordinance shall be effective on or after its publication in a newspaper of general publication stating its purpose and penalty.

PASSED AND APPROVED this _____ day of July, 2018.

Doyle Moss, Mayor

ATTEST:

Alicia Smith TRMC, City Secretary

The Willow Park City Council is acting on Ordinance No. 765-18, did on the _____ day of July 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	_____	_____	_____
Bruce Williams, Place 5	_____	_____	_____



INTEGRITY
EXCELLENCE
TRUST

June 26, 2018

Mr. Bryan Grimes
City Administrator
City of Willow Park
516 Ranch House Road
Willow Park, Texas 76087

Re: Pump Station & Tank Improvements

Dear Mr. Grimes:

We have reviewed the bids for the above referenced project. There were two bids received and accepted. The low bid was provided by TTE, LLC. in the amount of \$312,705.00 for Base Bid Schedule A and \$69,100.00 for Base Bid Schedule B. Base Bid A included pump station and tank improvements at the Well 9 site and Base Bid B included a tank replacement at the Willow Springs Oaks site. We find no reason to disqualify the low bidder and recommend award to TTE, LLC for the combined bid of \$381,805.00. I have attached the bid tab for your review.

Additionally, a change order has been negotiated with TTE, LLC to revise the ground storage tank and building components of Base Bid A and some associated items for a net reduction to the proposed contract of \$66,900.00. This would result in a total contract amount of **\$314,905.00**. It is our recommendation to approve this change order (draft copy attached) as part of the award.

Once Council determines which alternates to accept, we will begin preparing executable contract documents. Please feel free to contact me if you have any questions or concerns.
Sincerely,

JACOB | MARTIN

Derek Turner, P.E.
Firm No. F-2448

Enclosures



325.695.1070
817.594.9880



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TBPE Firm #: 2448

TBAE Firm #: BR 2261

TBPLS Firm #: 10024300 – Abilene

TBPLS Firm #: 10193992 - Weatherford